



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

June 06, 2017

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

15 June 6, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

**APPROVE THE MAINTENANCE AND SUPPORT AGREEMENT FOR  
SERVICES TO THE SECURE eRECORDING SYSTEM CO-OWNED BY LOS ANGELES,  
ORANGE, SAN DIEGO AND RIVERSIDE COUNTY UNDER THE MULTI-COUNTY AGREEMENT**

**(All Supervisorial Districts) (3 Votes)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

This Board Letter seeks authority to enter into an Agreement with the County of Orange Clerk-Recorder (OC C-R) for Los Angeles County Registrar-Recorder/County Clerk (RRCC) to provide ongoing maintenance and support services for the Statewide Electronic Courier Universal Recording Environment ("SECURE") eRecording system. Our aim is to ensure its optimal performance for the electronic recording of real estate documents in Los Angeles County as well as other Owner and Participant counties. All LA County costs will be funded through the Multi-County Agreement whose revenue is derived from the statutory one dollar (\$1.00) surcharge assessed on electronically recorded real property documents.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of the RRCC, or designee, to negotiate and execute an Agreement (Attachment I) with the OC C-R to provide maintenance and support services for the SECURE eRecording system (System). Agreement to be effective upon Board approval or date fully executed by the parties, whichever is later and continues in effect through June 30, 2022. RR/CC services will be funded through the Multi-County Agreement (Attachment II) as administered by OC

C-R.

2. Delegate authority to Director of the RRCC, or designee, to negotiate and execute amendments to increase the price by no more than ten percent (10%) of the total original agreement amount as indicated in Exhibit B (Price Matrix) when the increase is necessitated to implement system modifications resulting from changes in legislation provided that County Counsel approval is obtained prior to initiating any such action.

3. Delegate authority to the Director of the RRCC, or designee, to negotiate and execute amendments, or terminate the Agreement as necessary, provided that County Counsel approval is obtained prior to initiating any such action.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to enter into a new agreement with OC C-R for the RR/CC to continue providing maintenance and support services to the SECURE Recording System. LA County participated in the purchase of the System in co-ownership with Orange, Riverside, and San Diego counties under the Multi-County Agreement.

The County of Los Angeles is a participant of the State of California Electronic Recording Delivery Act of 2004 as approved by your Board on August 30, 2001. The System was initially developed, supported and maintained by SouthTech Systems, and was purchased by the four (4) Owner counties under the Multi-County Agreement, approved by your Board on November 12, 2008. On June 9, 2012 your Board granted the Director of the RRCC authority to enter into an Agreement with OC C-R for RR/CC to provide all maintenance and support services related to the System, eliminating the need for services from SouthTech Systems. As the current Agreement between RR/CC and OC C-R approaches expiration, the Owner counties met to evaluate the current System support services and future System needs and have determined that it is in the best interest of the counties to have the RR/CC continue performing the System's routine maintenance, problem analysis, resolution, modifications, and enhancements. The RR/CC designed the System's architecture, software, database and developed the source code giving the RR/CC the technical skills and experience to continue supporting the System. The RR/CC team has an in-depth knowledge of the System and its functionality, and has successfully provided support, guidance, analysis and problem solutions related to the performance of the System in the past. Under the recommended Agreement, OC C-R will continue to act as the primary level of support, which includes all "Level 1," software questions, hardware and network support. RR/CC will provide "Level 2," support maintenance services, which includes analyzing software/system problems, bug fixes, and enhancements to the SECURE System.

### **Implementation of Strategic Plan Goals**

This request supports the County Strategic Plan Goal No. 1: Operational Effectiveness: "Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services." The SECURE eRecording System is a vital component of Recorder functions for the four Owner counties and Participant counties currently eRecording under the Multi-County Agreement. The recommended action will allow RR/CC to use its experience and skills to provide ongoing maintenance and support services to ensure SECURE System effectiveness, timely processing of real estate recordings, and ensure efficient public services.

### **FISCAL IMPACT/FINANCING**

All costs will be funded through the Multi-County Agreement whose revenue is derived from the statutory one dollar (\$1.00) surcharge assessed on electronically recorded real property documents and all funds are placed into a dedicated Modernization Fund, which all related costs are paid from. On November 12, 2008, your Board approved an additional fee of one dollar (\$1.00) to support the electronic recording of real property documents and to support all costs.

The total cost for the five (5) year term Agreement is \$3,500,000, with 25% of the sum being paid by each Owner County. Annually, the Agreement specifically allocates \$635,000 for support and maintenance and \$65,000 for modifications and enhancements for a total of \$700,000. As a 25% Owner county, LA County and the RR/CC will be required to expend an annual amount of \$158,750 for support and maintenance and \$16,250 for modifications and enhancements for a total not to exceed \$175,000.

The RR/CC will receive revenue totaling 75% of the contract cost from the Owner counties and will expend that revenue on the salaries of RR/CC technical staff charged with supporting and maintaining the System.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Electronic Recording Delivery Act of 2004 (AB 578) was signed into law on September 21, 2004. The legislative action authorized county recorders to establish electronic recording systems for the electronic recording of digitized and certain digital real property documents and requires the Attorney General (AG) to develop regulations for review, approval, and oversight of the program. The MOU with the DOJ was executed on November 3, 2005 for one year with automatic renewals in one-year increments, unless terminated by either party.

On November 12, 2008, your Board authorized the additional \$1.00 fee on electronically recorded documents and approved the Multi-County Agreement between the counties of Los Angeles, Orange, Riverside and San Diego for the shared ownership of an electronic recording delivery system. OC C-R is the Lead Agency and is authorized to enter into agreements to support the System needs.

The System enables counties to improve and modernize their systems of recording and handling real property documents by permitting the delivery, recording, and return of real property documents electronically. The System allows the electronic recording of documents and reduces processing time, staff workload, and material costs associated with managing paper copies and manually maintaining databases.

Under the Agreement, RR/CC will support a single-base of code to be used by all Owner and Participant counties, provide information technology staffing to carry out: System development, routine maintenance, software/system problem analysis, resolution, bug fixes, modifications, approved enhancements, and provide secondary level of support on problems calls. RR/CC has identified five technical staff to be assigned for said services, which is partially funded by this Agreement.

Under the Multi-County Agreement, OC C-R has been given delegated authority to serve as the Lead Agency administering all applicable rights and responsibilities. As the Lead Agency, OC C-R performs, but is not limited to; (i) Acquiring all ownership rights to SECURE, which will be AB 578 compliant, and utilize guidance from nationally recognized standard setting bodies, which adheres to

applicable Federal and State laws; (ii) Ensures SECURE will support vendor specific connections to county back end-users; (iii) Supplies Electronic Recording Application Program Interface (API) document to potential partners; (iv) Implements, trains, hosts, supports and manages ongoing system operations and support capabilities for SECURE; (v) Authorizes submitters; (vi) Manages the SECURE accounts (approval/denial/suspension) for all county administrators; (vii) Selects and manages server hosting facilities based on security, disaster survivability, and business continuity requirements; (viii) Manages installation testing, and final acceptance of SECURE system modifications/enhancements. Each of the four Owners paid one-fourth the cost of the System, each pays an equal share of the System's ongoing maintenance cost annually, and each pays an allotted share of the cost of any required modifications or repairs not covered under general maintenance. Each Owner county has an equal vote in any decision affecting the System. OC C-R is responsible for collecting payments from user counties and will pay RR/CC the System annual maintenance services fees. Fees will be periodically re-assessed and will be comprised of the equivalent of three full-time dedicated staff. Costs will fluctuate based on annual review of salaries, employee benefits and overhead. Upon Board approval or date fully executed by the parties, whichever is later, RR/CC will continue providing services. The Agreement has the full support of the Owner counties. The recommended Agreement was developed in collaboration between the two respective county counsels. The Chief Information Office (CIO) has reviewed and approved this Board Letter, and determined this recommended action contains no new technology matters requiring an analysis; therefore no formal CIO Analysis is required. The Chief Executive Office Budget Analysis has reviewed and approved this Board letter. County Counsel has reviewed this Board letter and approved the Agreement as to form. The Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement

### **CONTRACTING PROCESS**

There was no contracting process associated with the requested Agreement. This is a government to government agreement with RR/CC in the provider capacity.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of the Agreement will ensure the optimal performance of the electronic recording System for the benefit of the Owner and Participant counties under the Multi-County agreement as well as the public at large.

### **CONCLUSION**

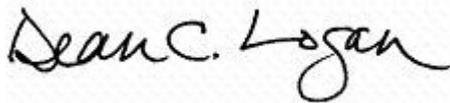
Approval of delegated authority to the Department Head to enter into an Agreement with OC C-R providing maintenance and support services to the System to ensure its optimal performance for the electronic recording of real estate documents, which directly impacts our constituents as well as the constituents of participating Owner counties.

The Honorable Board of Supervisors

6/6/2017

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Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk

Reviewed by:



PETER LOO

Acting Chief Information Officer

DCL:APL:RFFP:vw

:cp

Enclosures

c: Chief Executive Office  
County Counsel  
Chief Information Office

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK  
FOR SOFTWARE MAINTENANCE SERVICES FOR SECURE**

This Memorandum of Understanding, hereinafter referred to as "MOU", is made and entered into by and between the Los Angeles County Registrar-Recorder/County Clerk, (hereinafter "Los Angeles"), and the County of Orange, acting through the Clerk-Recorder Agency, (hereinafter "County"), may alternately be referred to herein individually as a "Party", or collectively as the "Parties".

**RECITALS**

WHEREAS, an Agreement was established on August 19, 2008 between the counties of Los Angeles, Orange, Riverside and San Diego ("Multi-County Agreement") for shared ownership and ongoing maintenance of a multi-county electronic recording delivery System, known as the Statewide Electronic Courier Universal Recording Environment ("SECURE"); and

WHEREAS, the Counties, Orange, Los Angeles, Riverside and San Diego are the "Owners" of the SECURE electronic recording delivery system in the Multi-County Agreement; and

WHEREAS, the Multi-County Agreement designated Orange County as the "Lead County" in developing, supporting this multi-county system and responsible for negotiating and executing any agreement relating to the support and maintenance of SECURE; and

WHEREAS, County desires to establish a five (5) year agreement with Los Angeles County ("LA County") for application support and maintenance services for SECURE; and

NOW, THEREFORE, the Parties mutually agree as follows:

**I. PURPOSE:**

The purpose of this MOU is to set forth the terms and conditions necessary for LA County to provide application support and maintenance services for SECURE.

**II. DEFINITIONS:**

- A. "Owner" shall mean one or more of the four counties, Los Angeles, Orange, Riverside or San Diego, who purchased SECURE in 2008 and whose relationship is outlined in the Multi-County Agreement.
- B. "Participant" shall mean any non-owner county who has contracted to use SECURE.
- C. "Submitters" shall mean title companies or other entities who are authorized to submit documents to the Owner and Participant counties through SECURE.
- D. "Lead County" shall refer to Orange County as the designated lead in developing and supporting the multi-county system and responsible for negotiating and executing any agreement relating to the support and maintenance of SECURE.

"LA County" shall refer to the County of Los Angeles, the designated entity responsible for

application support and maintenance services for SECURE and all other responsibilities, duties and obligations hereunder.

- E. "Level I" shall mean first level support, for which Lead County is responsible. This includes all primary software questions, hardware and network support as further described in Section V, Paragraph B, item 5 (Services Provided by County). Level I software support will end and Level II support will begin as determined by Lead County on a per incident basis.
- F. "Level II" shall mean the second level software support provided by LA County following Lead County Level I support for SECURE as further described in Section V, Paragraph A. (Services provided by LA County).

### III. GENERAL TERMS AND CONDITIONS

- A. **Term:** The term of this MOU shall be for a five (5) year term commencing on July 1, 2017 and ending on June 30, 2022, unless terminated by the terms of this MOU.
- B. **Costs/Compensation:** This is a fixed rate Contract for all related services. LA County agrees to accept the specified compensation set forth in Attachment B, Compensation and Payment, as full remuneration for providing all equipment and performing all services and furnishing all staffing and materials called for; and for any reasonably foreseeable difficulties which may arise or be encountered in the execution of the equipment, installation and related services until acceptance; and for risks connected with the equipment and services; and for performance LA County of all of its duties and obligations hereunder.
- C. **Scope of Work:** The Scope of Work for this MOU is attached hereto as Attachment A.
- D. **Adjustments-Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior approval of the Lead County assigned Deputy Purchasing Agent.
- E. **Modifications:** Any changes or modifications to the MOU shall be submitted to the other Party for consideration at least ninety (90) days prior to the MOU end date. This MOU may be modified or amended only upon the mutual written consent of the Parties and upon approval of the Board of Supervisors, as appropriate.
- F. **Governing Law and Venue:** This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the parties agree to submit to the jurisdiction of such court in which the action is initiated. If the action is initiated by the County of Los Angeles, then the exclusive venue of the court of competent jurisdiction would be Los Angeles. If Orange County initiates an action, then the exclusive venue of the court of competent jurisdiction would be Orange County. The Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- G. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Parties unless authorized by each Party in writing.
- H. **Acceptance/Payment:** Unless otherwise agreed to in writing by Lead County, 1) acceptance shall not be deemed complete unless in writing and until all the equipment and services have

actually been received to the satisfaction of Lead County, and 2) payment shall be made in arrears after satisfactory acceptance.

- I. **Termination:** In addition to any other remedies or rights it may have by law, each party has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the either Party. Exercise by Lead County and LA County of right to terminate the Contract shall relieve Parties of all further obligations.
- J. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- K. **Changes:** LA County shall make no changes in the work or perform any additional work without the Lead County's specific written approval.
- L. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- M. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- N. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- O. **Indemnification Provisions:**
1. The parties agree that, pursuant to Government Code 895.4, each of the Parties shall fully indemnify, and hold the other party's officers, board members, employees and agents, special districts harmless from any claim, expense or cost (including attorney's fees), damage or liability imposed for injury, occurring by reason of that party's negligent acts, omissions, or willful misconduct of its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party relating to this Contract.
  2. Notwithstanding any other provision in this Agreement and to the fullest extent allowed by law, Lead County shall indemnify, defend and hold harmless LA County from and against any and all claims, demands, suit actions, proceedings, judgments, losses, damages, injuries, penalties, costs (including attorney's fees), expenses and liabilities resulting from claims that the SECURE system, in whole or in any part, that is in existence at the time of the execution of this Contract infringes the intellectual property rights of any third party, including without limitation copyrights, patents, or trademarks.

- P. **Audits/Inspections:** LA County agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the Lead County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of LA County for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The Lead County will provide reasonable notice of such an audit or inspection.

The Lead County reserves the right to audit and verify LA County's records before final payment is made.

LA County agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. LA County agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, LA County agrees to include a similar right to the Lead County to audit records and interview staff of any subcontractor related to performance of this contract.

- Q. **Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.

#### IV. **GENERAL SERVICES**

LA County shall provide all applicable work, all Tasks, Deliverables, services for the following:

- A. **Support and Maintenance:** LA County will provide SECURE application support and maintenance services as specified in Attachment A, Scope of Work, incorporated herein by reference. LA County will maintain and support a single-base of production code to be used by all Owner and Participant counties in order to ensure code integrity and consistency among the counties. This code will be documented and allow for the respective Owner and Participant counties to adapt their backend recording systems accordingly. This will ensure reliability and integrity of the SECURE software.
- B. **Modifications and Enhancements:** LA County will provide modifications and enhancements as deemed necessary by both Parties and as specified in Attachment A.
1. **Regulatory Modifications:** In the event that a system modification or enhancement is needed and not covered under Exhibit A and the change is deemed "substantive modification," as referred to in California Code of Regulations, Title 11, Division 1, Chapter 18, Article 6, section 999.167, Lead County shall obtain a time and materials cost estimate from LA County. Lead County will approve and authorize LA County to perform the work. Parties agree that Lead County Board of Supervisor approval may be required for any payments made pursuant to this section. Payments will be scheduled based on Attachment B.
  2. **Custom Programming Modifications:** In the event that a system modification is requested, Lead County shall obtain a time and materials cost estimate from LA County and obtain approval for the work and cost from the Owner counties prior to any work being completed. Lead County will then authorize LA County to perform the work. Parties agree that Owners Board of Supervisors' approval may be required for any payments made pursuant to this section. Payments will be scheduled based on Attachment B.

3. Additional Staff: LA County shall obtain approval from Lead County to hire professional staff to assist LA County in completing a specific project. The cost of such work will be covered as Custom Programming Enhancements and Substantial Software Modifications based on Attachment B.
4. Approval of Modifications: The SECURE Owner counties will endeavor to approve all costs and initiation of modifications and/or enhancements at Owner's meetings, per the 2008 SECURE Multi-County Agreement upon Owners Board of Supervisors' approval, if necessary. LA County will review and develop the modifications and/or enhancements based on Los Angeles's Systems Development Methodology. LA County will work with Lead County to ensure modifications and/or enhancement priorities are agreed upon. Enhancement work priority will be dictated by Owner counties.
5. Nothing in this MOU is intended to modify the Owner ownership rights as outlined in that certain Multi-County Agreement dated August 19, 2008.
6. Neither Party shall be liable for maintaining any other counties' recording systems or the interface of those counties' systems with SECURE.

**V. SERVICES**

Parties herein agree that User Acceptance Testing (UAT) and Production, inclusive of the entire live system hosting and support, will take place in Orange County.

**A. Services To Be Provided by LA County:**

1. Must provide sufficient information technology (IT) staffing, hardware and software to carry out: Level II software support maintenance services in accordance with Service Level Agreement in Exhibit A, analysis software/system problems, bug fixes, and approved enhancements to SECURE.
2. Custom Programming Enhancements will be mutually agreed upon by the Parties in accordance with Exhibit A to this MOU. All project work will be approved in advance by the Owner counties.
  - a) Enhancements shall be scheduled and prioritized by the Owners.
  - b) Approval of enhancement work shall take place during scheduled meetings and consent by a majority of the Owners' c appointed representatives as identified in the Multi-County Agreement, Section 3 (Administration), Paragraph C.
3. For maintenance, modifications and enhancements, LA County will utilize the existing SECURE Team Foundation Server (TFS) work flow, incorporated herein by reference in Exhibit A, for describing work performed, current status and work to be done.
4. LA County shall provide application support and maintenance services for SECURE Monday through Friday from 8:00am to 5:00pm PST (Pacific Standard Time). Access to the Technical Support Services must be available during normal business hours, five days a week.

5. In the event that LA County no longer supports maintenance of SECURE, LA County must provide Lead County unrestricted, uninterrupted access to SECURE software source code for the purposes of depositing source code in escrow.
6. Support and coordinate regular software planning meetings specified in Exhibit A of this MOU to be held as agreed upon by the Parties.
7. Upon Lead County request, LA County will provide remote assistance to Lead County to promote SECURE from UAT to Production at the location.

**B. Services To Be Provided by Lead County:**

1. Provide LA County unrestricted, uninterrupted access to SECURE software source code.
2. Provide the only interface and point of contact for end users, Submitters, and counties on all SECURE issues Level I issues, which include any software configuration or installation training, third-party software support, networking and hardware issues.
3. Install and maintain all SECURE software at Submitter and county sites.
4. After initial testing by LA County, will validate all SECURE software prior to deploying to Submitter and county sites. The validation will be done utilizing the County UAT environment at the Orange County Data Center.
5. Provide sufficient staffing to perform required work, such as administrative duties, database maintenance, user acceptance testing, installation, integration, end-user training, and Level I support.
6. Continue to act as Level I support, taking all Lead County and Submitter calls.
7. Lead County will make all best efforts to identify and resolve processing issues, hardware issues, communication issues, and user training issues.
8. Parties will utilize the Los Angeles Problem Reporting Form as a support tool when contacting LA County for Level II support.
9. Provide a version of the base code to be kept in escrow and accessed by LA County, as required by the California Department of Justice ("DOJ") Electronic Recording Delivery Systems ("ERDS") regulations.
10. Obtain approval by the California Attorney General for the new version of SECURE prior to deploying into the production environment.
11. Ensure that a formal release process takes place for each software release that mitigates the impact to participating counties, as per SECURE Enhancement Policy dated June 29, 2010 attached hereto as Exhibit C.
12. Promote SECURE into a production environment, hosted at the Orange County Data Center.

**VI. 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.

**For the County of Los Angeles:**

Los Angeles Registrar-Recorder/County Clerk  
12400 Imperial Highway, Room 7001  
Norwalk, CA 90650  
Phone: 562.462.2712

**For the County of Los Angeles:**

Orange County Clerk-Recorder  
12 Civic Center Plaza, Room 101  
Santa Ana, CA 92701  
Phone: 714.834.2104

**VII. DAILY OPERATIONS**

Each Party will appoint a person to oversee the daily operations (henceforth "Project Managers"), and coordinate the activities of the respective Party in carrying out this MOU.

**For the County of Los Angeles:**

Chris Pailma, Manager  
Recorder & Management Systems  
12400 Imperial Highway, Room 6011  
Norwalk, CA 90650  
Phone: 562.462.2706

**For the County of Orange:**

Patrick Copland  
SECURE Project Manager  
12 Civic Center Plaza, Room 101  
Santa Ana, CA 92701  
Phone: 714.834.4012

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties herto have caused this agreement to be executed and attested to by their proper officers thereunto duly authorized, as part of the date first above written, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

**Los Angeles County Registrar-Recorder/County Clerk**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

**Approved as to form:**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

**Orange County Clerk-Recorder**

Hugh Nguyen Orange County Clerk-Recorder  
Print Name Title

*Hugh Nguyen* *5-16-17*  
Signature Date

**Approved as to form:**

*Jacqueline Gorman* *Sr. Deputy*  
Print Name Title

*[Signature]* *5/16/2017 - (after 4/11/17 initial approved approval)*  
Signature Date

## ATTACHMENT A SCOPE OF WORK

### 1. Scope of Work

This scope of work describes LA County (LA) responsibilities, which include but are not limited to:

- (i) General/routine maintenance services
- (ii) Modifications and enhancements
- (iii) Level II support services as specified in this Scope of Work
- (iv) Custom Programming Enhancements and Substantial Software Modifications.

LA shall provide all applicable work, tasks, deliverables, and services for the following:

- 1.1. LA shall provide software support and general maintenance for the SECURE custom codebase developed by LA during the original SECURE v3 contract. This includes the following code modules:
  - 1.1.1. Submitter UI Web Sites
    - 1.1.1.1. ERDS Submitter Web Site
    - 1.1.1.2. G2G Submitter Web Site
  - 1.1.2. Administrator UI Web Site
  - 1.1.3. Application Service Layers
    - 1.1.3.1. Data Access Layer
    - 1.1.3.2. Image Access Layer
    - 1.1.3.3. Number Generator
    - 1.1.3.4. Security Layer
    - 1.1.3.5. Logging Layer
    - 1.1.3.6. Messaging Layer
  - 1.1.4. Database Components
    - 1.1.4.1. Stored Procedures created by LA Programmers
    - 1.1.4.2. Tables created by LA Programmers
- 1.2. LA shall setup a development and test environment similar to the User Acceptance Testing (UAT) environment at the Orange County Data Center.
- 1.3. LA shall provide software development project management for custom software development to fix issues and provide software enhancements to the SECURE custom codebase.
- 1.4. LA shall setup and maintain a source code management system for the SECURE custom codebase and shall provide access to the Orange County Clerk-Recorder (OC C-R) Project Manager and OC C-R technical staff.
- 1.5. LA shall setup and maintain a software development project tracking system for the SECURE custom codebase and shall provide access to the OC C-R Project Manager and OC C-R technical staff. The work tracking system will track SECURE Change Request tickets (Exhibit A) and SECURE Issue tickets (Exhibit B).

- 1.6. LA shall work with OC C-R to maintain a list of issues and prioritize the solutions in coordination with OC C-R.
- 1.7. LA and OC C-R shall conduct a meeting at least once a month or on an as needed basis to ensure strong communication is maintained between teams.
- 1.8. OC C-R shall continue to provide Level I software support for SECURE and determine the severity level of issues. LA will provide Level II software support for SECURE, adhering to the following Service Level Target (SLT):

Type	Description	Reply	Update	Metric	Availability
Urgent Ticket	Multiple Users Impacted	1 hr.	1 hr.	Help Desk Report	8x5*
High Ticket	Single User Work Stoppage	3 hr.	24 hr.	Help Desk Report	8x5*
Medium Ticket	Urgent, No Work Stoppage	3 hr.	48 hr.	Help Desk Report	8x5*
Low Ticket	Process Improvement	48 hr.	1 wk.	Help Desk Report	8x5*

\*8x5 signifies normal working hours of 8 a.m. to 5 p.m. Monday through Friday.

- 1.9. OC C-R shall provide functional specification documents for SECURE Change Requests. LA shall review all functional specification documents to determine the scope of the change and impact on the development schedule. Change Request implementation will only commence once mutually agreed upon by OC C-R and LA.
- 1.10. LA shall design, implement, and unit test routine software enhancements for SECURE System. LA and OC C-R shall collaborate to determine which Change Requests and Issues will be resolved in each SECURE software release.
- 1.11. LA may provide remote assistance to OC C-R to promote SECURE software releases from the User Acceptance Testing (UAT) environment to the Production environment.
- 1.12. In the event of a **Custom Programming Enhancement or Substantial Software Modification (described below)**, LA must provide a time and materials cost estimate to OC C-R.

## 2. Additional Description of Services

- 2.1. Provide routine software enhancements that benefit the majority of SECURE Counties, ERDS Submitters, or G2G Agencies.
- 2.2. Tier II software support provided by the specialists involved in product development.

**ATTACHMENT B  
COMPENSATION AND PAYMENT**

1. **Compensation:** This is a maintenance contract between Lead County and LA County for support maintenance services as specified in Attachment "A", Scope of Work and outlined in Section IV, General Services. LA County shall only be compensated as set forth herein below for services delivered in accordance with the Scope of Work.

Lead County and LA County agree not to exceed the total annual compensation amount unless system modifications are necessary and agreed upon by all parties via amendment and action by the respective Boards as outlined in Section IV, Paragraph B.

2. **Fees and Charges:** Lead County will pay actual hours worked using the following Hourly Billing Rates, up to the Annual Amount Not To Exceed total for each category:

<u>Job Title Description</u>	<u>Hourly Billing Rate</u>
Principal Application Developer	\$ 346.00
Senior Application Developer	\$ 294.00
Application Developer II	\$ 256.00
Information Systems Analyst II	\$ 128.00
Assistant Application Developer	\$ 100.00
Additional Staff	T&M

<u>SECTION IV. GENERAL SERVICES</u>	<u>ANNUAL AMOUNT</u>
A. SUPPORT AND MAINTENANCE	<b>\$635,000.00</b>
B. MODIFICATIONS AND ENHANCEMENTS	<b>\$65,000.00</b>
<b>TOTAL ANNUAL AMOUNT - NOT TO EXCEED</b>	<b>\$700,000.00</b>
<b>TOTAL CONTRACT AMOUNT - FIVE YEAR TERM</b>	<b>\$3,500,000.00</b>

3. **Payment Terms:** Payment shall be made in arrears, after services have been provided. Invoices are to be submitted to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with LA County. Incomplete or incorrect invoices are not acceptable and will be returned to LA County for correction.

Billing shall cover services not previously invoiced. LA County shall reimburse the County of Orange for any monies paid to LA County for goods or services not provided or when services provided do not meet the Contract requirements.

4. **Invoicing Instructions:** LA County will provide an invoice on LA County's letterhead. Each invoice will have a unique number and will include the following information:

- A. LA County's name and address
- B. LA County's remittance address
- C. Name of County agency/department
- D. Contract number **MA-059-17011683**
- E. Service Date
- F. Description of Services
- G. Total

Invoices and support documentation are to be forwarded to:

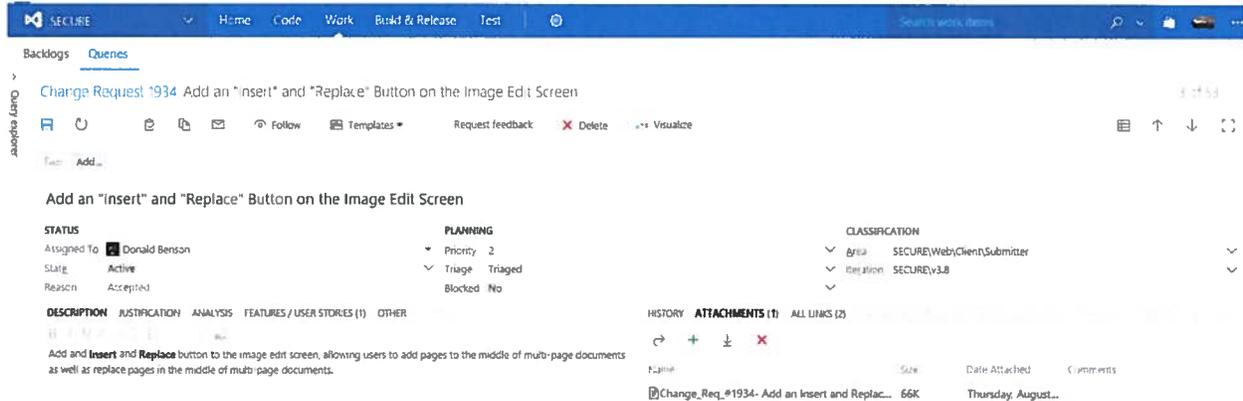
Orange County Clerk-Recorder  
Attn: Accounts Payable  
630 N. Broadway, Room 101  
Santa Ana, CA 92701  
Email: CRFinance@rec.ocgov.com

The responsibility for providing an acceptable invoice to the County for payment rests with LA County. Incomplete or incorrect invoices are not acceptable and will be returned to LA County for correction.

# EXHIBIT A

## SECURE System Change Request

SECURE System Change Requests will be tracked using Microsoft Team Foundation Server (TFS). Change Request work items will be created by OC C-R and reviewed by LA. Once a Change Request has been accepted, LA and OC C-R will collaborate to determine which SECURE software release it will be resolved in. LA will then promote the work item into the LA development pipeline and assign the Change Request to a SECURE software release version.



# EXHIBIT B

## SECURE System Issue Ticket

SECURE System Issues will be tracked using Microsoft Team Foundation Server (TFS). Issue work items will be created by OC C-R and reviewed by LA. Once an Issue has been accepted, LA and OC C-R shall collaborate to determine which SECURE software release it will be resolved in. LA shall then promote the work item into the LA development pipeline and assign the Issue to a SECURE software release version.

The screenshot shows a TFS work item page for 'Issue 2270 Bug with Title Import Feature'. The interface includes a top navigation bar with 'SECURE' and tabs for 'Home', 'Code', 'Work', 'Build & Release', and 'Test'. The work item details are as follows:

- STATUS:** Assigned To: Donald Benson, State: New, Reason: Nzw
- PLANNING:** Priority: 4, Triage: Pending, Escalate: No
- CLASSIFICATION:** Area: SECURE\WebAPI, Iteration: SECURE\3.8
- DESCRIPTION:** In attempting to import titles using the title import feature we experienced an issue with the import. We selected the XML to be entered and imported it. It looked as if it accepted the import because we did not receive an error. But, title code and description did not import. I have attached the XML used for the import from San Mateo County.
- HISTORY:** A comment by Erett Johnson on 7/19/2016 indicates the item is 'New'.
- DISCUSSION ONLY:** A comment by Patrick Copland (1 month ago) states: 'Reviewed. Don believes it will be fixed in v3.8.'

## EXHIBIT C

### SECURE ENHANCEMENT POLICY

---

Established: June 29, 2010

#### **Purpose:**

SECURE is a multi-county Electronic Recording Delivery System (ERDS). The goal of this system is twofold: to help participating counties provide excellent customer service and to reduce costs. The Owner MOU states in paragraph 5d, "The annual costs which include any adjustments and/or enhancement costs will be reviewed by the Lead County, shared with the other Counties, and adjusted annually as provided for in Exhibit B." As we continue to deploy the system and add additional users, there may be a business need to enhance SECURE in order to better meet goals. This document is intended to establish a policy to prepare for system enhancements to SECURE.

#### **Policy:**

1. Budgeting
  - a. Enhancement costs will be forecast by the lead county and disseminated to owner counties by January 15<sup>th</sup>. Owners shall vote on these suggested enhancements before February 1<sup>st</sup>.
  - b. Costs for enhancements will be released by February 15<sup>th</sup> of each year for the next fiscal year (July – June).
  - c. For each new fiscal year, the lead county will ensure that a contract is in place for system enhancements and other related costs such as security audits.
2. Identification of Enhancements
  - a. Suggestions for system enhancements will be collected by the lead county through interaction with all owner/partner counties at monthly operations/technical meetings.
  - b. The lead county will work with owner counties to prioritize enhancements and determine costs.
  - c. The lead county will present the list of proposed enhancements, with cost estimates to the owners for approval at quarterly owners meetings. As necessary, the owners shall communicate via other means to address urgent enhancements.
3. Release Management
  - a. The lead county will schedule and coordinate all software updates.
  - b. Software releases are anticipated to occur quarterly to address system fixes and/or system enhancements.
  - c. Whenever possible, system enhancements will be carried out during quarterly system releases.
  - d. Releases will be scheduled at least one month in advance and will include release notes describing all software changes.
  - e. The lead county will implement the enhancements to the system while carrying out related lead county duties in order to maintain system certification.
  - f. The lead county will ensure that a formal release process takes place for each software release that mitigates the impact to participating counties.

**MULTI-COUNTY AGREEMENT BETWEEN THE COUNTIES OF LOS ANGELES, ORANGE, RIVERSIDE AND SAN DIEGO FOR THE SHARED OWNERSHIP AND ONGOING MAINTENANCE OF AN ELECTRONIC RECORDING DELIVERY SYSTEM**

This Multi-County agreement ("Agreement") is made and entered into on the 19~~th~~ day of August, 2008, between the **Counties of Los Angeles, Orange, Riverside and San Diego**, ("Counties") political subdivisions of the State of California.

**RECITALS**

WHEREAS, Assembly Bill 578 (Stats. 2004, Ch. 621, sec. 2), known as the Electronic Recording Delivery Act of 2004, set forth at Title 3, Division 2, Part 3, Chapter 6, Article 6 of the California Government Code (section 27390 et. seq.), authorizes County Recorders in California to accept digitized electronic records and certain digital electronic documents for recordation pursuant to the provisions and regulations being developed by the Department of Justice; and

WHEREAS, the Counties to this Agreement wish to share in the ownership and ongoing maintenance of an electronic recording delivery system, where authorized submitters (title insurer, underwriter title company, institutional lender, and government entities) would have single points of submission with the ability to submit documents to multiple counties;

NOW THEREFORE, the Counties, above mentioned, for and in consideration of the mutual promises and agreements herein continued, do agree to the following:

**AGREEMENT**

**1. Statement of Purpose:**

The purpose of this agreement is to allow the Counties to share in the ownership, cost and maintenance of a multi-county electronic recording delivery system. It will be more cost effective for each County to participate in a cooperative system as opposed to purchasing and maintaining a separate system. The electronic recording delivery system has the ability to facilitate access and communication with certain customers electronically that will enable each County's recording process to be more efficient and timely.

The "Counties" Los Angeles, Orange, San Diego and Riverside are the "Owners" of the electronic recording delivery system and any subsequent additional counties are considered the "Participants."

**2. Term:**

The term of this Agreement shall commence upon execution thereof by the Counties and shall continue in effect for a period of five (5) years and will automatically renew for an additional five (5) year period unless terminated or extended as provided herein. The Counties may further extend the term by written agreement

3. **Administration:**

(a) Each party agrees to assign the County of Orange as the Lead County ("Lead County"). The powers, duties and responsibilities of the Lead County are set forth in Exhibit A.

(b) The Lead County will coordinate the service preferences of the Agreement and enable implementation, training, hosting and support of a system known as the Statewide Electronic Courier Universal Recording Environment, "SECURE," which will be compliant with the Electronic Recording Delivery Act of 2004 (AB 578).

(c) The Counties shall each have an equal vote in any decision, including but not limited to, enhancements, modifications and maintenance to the system. The County Recorder or his/her designee shall be deemed the appointed representative of each County to exercise its vote under this Agreement. All voting powers shall reside with the Counties.

(d) SECURE shall be the propriety software used by the Counties.

4. **Ownership:**

(a) Each County shall have an equal share of all rights, title and ownership interest(s), (including but not limited to copyright), in the SECURE system.

(b) The original and any copies of the SECURE software, (including source code), in whole or in part, are and will remain the property of the Counties, and this will be reflected in any agreement with vendors.

(c) Unless otherwise agreed upon by the Counties, all software and related work to be provided by any vendor shall be the sole property of the Counties.

(d) Any vendor hired to modify, enhance, and maintain the software shall have no ownership interest in any software or related work.

(e) Upon majority approval by the Owners, the Lead County shall have the right to transfer and/or distribute software to any other office of the County Recorder within the State of California as "Participants."

5. **Cost:**

(a) The County of Orange shall pay the initial acquisition cost of \$2.52 million dollars. Each County that is a party to this Agreement shall pay an equal share of the initial acquisition costs and annual direct maintenance costs, as provided for in Exhibit B and Exhibit C. Exhibit C applies only to the County of Riverside.

(b) Each County shall deposit their share of the initial acquisition cost and first year's annual support costs of this Agreement in a project account to be established in the name of the Lead

County within sixty (60) days of the effective date of this Agreement. Lead County may only make disbursements from this account with majority approval of the Counties.

(c) The Lead County shall provide to the Counties copies of all billings submitted by and all payments made to any provider of services under this Agreement.

(d) The annual costs which include any adjustments and/or enhancement costs will be reviewed by the Lead County, shared with the other Counties, and adjusted annually as provided for in Exhibit B.

6. **Termination:**

A county may withdraw from the Agreement upon providing sixty (60) days written notice to the other Counties; however, the accumulated capital contribution of the withdrawing county shall remain in the project account for SECURE system use without compensation to the withdrawing county. Each withdrawing county shall remain liable for and shall pay its proportional share of any indebtedness incurred before withdrawing. The withdrawing county shall not be entitled to a credit or refund for any sums paid under this Agreement. The withdrawing county shall not otherwise effect this Agreement.

7. **Indemnification:**

(a) Except as provided in section 7(b), in lieu of and notwithstanding the *pro rata* risk allocation which might otherwise be imposed between the Counties pursuant to Government Code section 895.6, the Counties agree that all losses or liabilities incurred by a county shall not be shared *pro rata*, but instead the Counties agree that, pursuant to Government Code section 895.4, each of the Counties hereto shall fully indemnify and hold each of the other Counties, their officers, board members, employees and agents harmless from any claim, expense or cost (including attorney's fees), damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of that County's negligent acts, omissions, or willful misconduct of its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such county under this Agreement. Except as provided in Section 7(b), no county, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Counties hereto or any provider of SECURE, and their board members, employees or agents, under or in connection with or arising out of the Agreement. It is further understood and agreed the indemnification herein extends to and includes liability which arises by operation of law as the result of any act, omission or occurrence related to this Agreement, or which arises from the work performed relative to this Agreement. Should the legality of this Agreement be challenged, the Counties shall equally share the cost of defense, litigation and any damages award.

(b) Notwithstanding any other provision in this MOU and to the fullest extent allowed by law, the County of Orange shall indemnify, defend and hold harmless the other parties to the MOU and their information and technology vendors (collectively "other parties") from and against any and all claims, demands, suit actions, proceedings, judgments, losses, damages, injuries, penalties, costs (including attorney's fees), expenses and liabilities resulting from a

claim that the SECURE system, in whole or in any part, that is in existence at the time of the execution of this Agreement infringes the intellectual property rights of any third party, including without limitation copyrights, patents, or trademarks. If the SECURE system or any part thereof that is in existence at the time of the execution of this Agreement is held to infringe upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party, and other parties' use of the system or any other part thereof, is enjoined or interfered with in any manner, then the County of Orange, at its option, within ninety (90) calendar days of such injunction or interference may: (a) procure for other parties' the right to continue using the system free of any liability for infringement or violation; (b) replace or modify the system with a non-infringing system or product equivalent or better functionality; or (c) in the event the County of Orange is unable, after exercising its best efforts to implement one of the options set forth in subsection (a) or (b) above, accept the return of the system at the County of Orange's sole cost and expense and refund to all other parties an amount equal to the total amount paid by the other parties to the County of Orange for the system less the value attributed to the other parties' use of the system. The value attributed to the other parties' use of the system is the pro-rated amount of the acquisition cost as determined by the number of years the other parties had use of the SECURE system over the expected ten year term of this Agreement. For example, if the other parties had use of the SECURE system for three years at which time the system is deemed infringing and the County of Orange issues a refund under this provision, the other parties would receive a refund of seventy percent of their acquisition costs. Maintenance costs are not to be calculated into the refund amount.

**8. Cooperation of parties:**

The Counties recognize that full cooperation is essential in handling of data and information contemplated by this Agreement. Unless otherwise provided by law, the Counties agree to provide any data, information, and documentation reasonably necessary to the performance of this Agreement.

**9. Modification:**

No exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by the Counties in writing.

In the event that a significant system modification is needed, upon majority approval, all Counties shall pay an evenly divided portion of the modification costs.

In the event that a system modification is needed, and the modification be deemed "significant," as referred to in California Code of Regulations, Title 11, Division 1, Chapter 18, Article 6, section 999.167, all Counties to this Agreement shall pay an evenly divided portion of their certification costs to the State of California Attorney General.

**10. Additional parties:**

Additional counties may participate in the use of the SECURE system upon majority approval of the Counties. Participants will be added by use of a separate Memorandum of Understanding Agreement

created and approved by the Counties. In addition, fees for use of the system by Participants shall be determined and imposed by the Counties.

11. **Successors and assigns:**

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Counties.

12. **Assignment:**

This Agreement shall not be assigned by a county, either in whole or in part, without prior written consent of all Counties. Any assignment or purported assignment of this Agreement by a county without the prior written consent of all Counties will be deemed void and of no legal force or effect.

13. **Review for legal adequacy:**

Each County acknowledges and agrees that this Agreement has been reviewed and approved as to form by each County's respective legal counsel.

14. **Governing laws and venue:**

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California and the Counties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

15. **Waiver:**

No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by any County shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of any County in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

16. **Severability:**

If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

17. **Notices:**

All notices, billings, or other communications provided for in this Agreement shall be sent by postage prepaid first class mail to the respective Counties as provided in this paragraph.

The County of Los Angeles:

Sharon A. Gonterman  
Assistant Registrar-Recorder/County Clerk  
12400 Imperial Highway, Room 5013  
Norwalk, CA 90650  
(562) 462-2073

The County of Orange:

Renee Ramirez, Orange County Assistant Clerk-Recorder  
Hall of Finance and Records  
12 Civic Center Plaza, Room 101  
Santa Ana, CA 92701  
(714) 834-2248

The County of Riverside:

Bobbi Schutte, Chief Deputy Assessor-County Clerk Recorder  
2724 Gateway Drive  
Riverside, CA 92507  
(951) 486-7103

The County of San Diego:

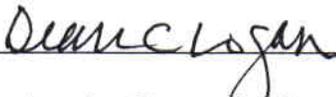
Diana Bradrick, San Diego County Chief Deputy Recorder  
1600 Pacific Highway, Room 260  
San Diego, CA 92101  
(619) 531-5236

**18. Signature in Counterparts:**

This Agreement may be executed in counterparts by all Counties. The Agreement is in effect as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the Counties hereto have caused this Agreement to be executed and attested to by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

**THE COUNTY OF LOS ANGELES:**

By: Dean C. Logan  
Signature:   
Title: Los Angeles County Registrar-Recorder/County Clerk  
Dated: 11-18-08

**THE COUNTY OF LOS ANGELES COUNTY COUNSEL:**

Approved as to form by: Patrice Salseda  
Signature:   
Title: Deputy County Counsel  
Dated: July 23, 2008

Approved by the County of Los Angeles Board of Supervisors on: \_\_\_\_\_

18. **Signature in Counterparts:**

This Agreement may be executed in counterparts by all Counties. The Agreement is in effect as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the Counties hereto have caused this Agreement to be executed and attested to by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

**THE COUNTY OF ORANGE:**

By: Tom Daly  
Signature: Tom Daly  
Title: Orange County Clerk-Recorder  
Dated: 8-22-08

**THE COUNTY OF ORANGE COUNTY COUNSEL:**

Approved as to form by: Karen R. Prather  
Signature: Karen R. Prather  
Title: Senior Deputy County Counsel  
Dated: July 17, 2008

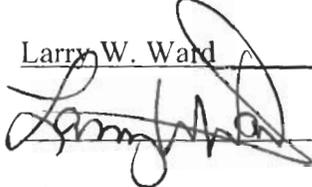
Approved by the County of Orange Board of Supervisors on: 8/19/08

18. Signature in Counterparts:

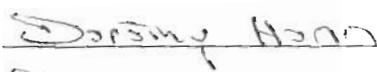
This Agreement may be executed in counterparts by all Counties. The Agreement is in effect as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the Counties hereto have caused this Agreement to be executed and attested to by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

**THE COUNTY OF RIVERSIDE:**

By: Larry W. Ward  
Signature:   
Title: Riverside County Assessor-County Clerk-Recorder  
Dated: 8-29-08

**THE COUNTY OF RIVERSIDE COUNTY COUNSEL:**

Approved as to form by:   
Signature:   
Title: Deputy County Counsel  
Dated: 7-22-08

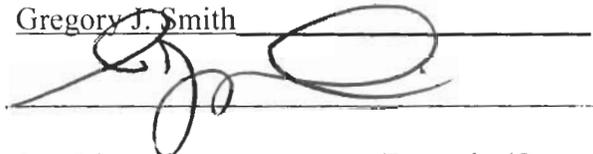
Approved by the County of Riverside Board of Supervisors on: 7-22-08

18. Signature in Counterparts:

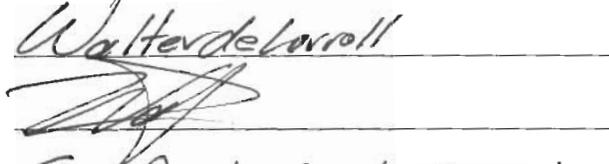
This Agreement may be executed in counterparts by all Counties. The Agreement is in effect as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the Counties hereto have caused this Agreement to be executed and attested to by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

**THE COUNTY OF SAN DIEGO:**

By: Gregory J. Smith  
Signature:   
Title: San Diego County Assessor/Recorder/County Clerk  
Dated: 9-22-08

**THE COUNTY OF SAN DIEGO COUNTY COUNSEL:**

Approved as to form by: Walter deLorroll  
Signature:   
Title: Sr. Deputy County Counsel  
Dated: 7/24/08

Approved by the County of San Diego Board of Supervisors on: 9-16-08

## **EXHIBIT A**

### **Responsibilities**

The County of Orange, as the Lead County, shall perform the following functions:

1. Acquire all ownership rights to SECURE, which will be AB 578 compliant, and utilize guidance from nationally recognized standard setting bodies, which adheres to applicable Federal and State laws;
2. Ensure SECURE will support vendor specific connections to county back end users;
3. Supply Electronic Recording Application Program Interface (API) document to potential partners;
4. Implement, train, host, support and manage ongoing system operations and support capabilities for SECURE;
5. Work with potential submitters to install software and provide training;
6. In collaboration with San Diego, Riverside and Los Angeles counties, promote the SECURE system to other counties and authorized submitters;
7. Manage the SECURE accounts (approval/denial/suspension) for all county administrators;
8. Encourage the widespread adoption of the SECURE system;
9. Provide a mechanism for additional counties to join as Participants of SECURE on a ongoing fee basis;
10. Perform such other functions as are required to accomplish the purpose of this Agreement;
11. Serve as a liaison with the Office of the California Attorney General and the Counties to ensure that all standards are being met;
12. Select and manage server hosting facilities based on security, disaster survivability, and business continuity requirements;
13. Manage installation testing, and final acceptance of SECURE system modification/enhancements;
14. Work with the Counties and Participants to achieve certification of system;

15. Develop ongoing system management procedures and policies; and
16. Develop and manage process for system upgrades, enhancements, and support.

**Powers**

With the approval of the Counties, the Lead County shall have the authority to:

- a. Employ agents and employees;
- b. Make and enter into contracts for support and maintenance; and
- c. Perform all other acts reasonable and necessary to carry out the purpose of this Agreement.

## ***EXHIBIT B***

### **Costs**

The Lead County, shall:

- a. Receive and receipt for all money of SECURE and place it in a special established fund designated solely to SECURE;
- b. Be responsible upon his or her official bond for the safekeeping and disbursement of all SECURE money held by him or her;
- c. Annually collect the direct maintenance costs for SECURE for each County. The initial annual direct maintenance cost is estimated at \$100,000 per County;
- d. Review the annual costs for SECURE, to include any adjustment and/or enhancement costs, provide the results of the review to the Counties, and adjust them annually to only include direct costs;
- e. Disburse, when due, out of SECURE funds, all sums payable on outstanding bills and money owed approved by the Counties;
- f. Issue checks to pay demands against SECURE which have been approved by the Counties;
- g. Be responsible on his or her official bond for his or her approval of disbursement of SECURE money;
- h. Keep and maintain records and books of accounts on the basis of the uniform classification of accounts adopted by the State Controller (the books of accounts shall include records of assets, liabilities and of contributions made by each party); and
- i. Cause to be made an annual audit of the accounts and records of SECURE as prescribed in California Government Code sections 6505 and 26909.

## ***EXHIBIT C***

Riverside County shall deposit its share of the first year's annual support costs of this Agreement in a project account to be established in the name of the Lead County within sixty (60) days of the effective date of this Agreement. Riverside County shall also deposit its share of the initial acquisition cost incrementally, upon the occurrence of the following milestones:

1. The sum of \$100,000 within sixty (60) days of the effective date of this Agreement.
2. The sum of \$200,000 upon the mutual satisfaction of the Lead County and Riverside County of the development of the tasks and responsibilities as set out in the *ERDS Baseline Requirements and Technology Standards Matrix*.
3. The sum of \$200,000 when the SECURE system in Orange County is Certified by the California Attorney General.
4. The final payment of \$130,000 when the SECURE software is installed and operational in Riverside County and has been Certified by the California Attorney General.
5. All of the afore-mentioned sums may be disbursed by the Lead County with approval of the Counties.