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2 **MEMORANDUM OF UNDERSTANDING**
3 **Regarding electronic recording through**
4 **California Electronic Recording Transaction Network Authority**

5 THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and
6 executed as of this ____ day of _____, 20__, by and between member
7 and client counties participating in California Electronic Recording Transaction Network
8 Authority, a California Joint Powers Authority, (hereinafter referred to, each, as
9 "COUNTY") and _____ (hereinafter referred to as
10 "SUBMITTER") and _____ (hereinafter referred to
11 as "AGENT", if any). Hereinafter, SUBMITTER and AGENT are collectively referred to
12 as the "ERDS SUBMITTER".

13 **RECITALS**

14 The purpose of this MOU is to confirm and establish the SUBMITTER's
15 agreement and understanding of the procedures required to record documents
16 electronically in COUNTY. The responsibilities established by this MOU are intended to
17 assure that the Electronic Recording Delivery System ("ERDS"), as implemented and
18 maintained by the California Electronic Recording Transaction Network Authority, a
19 California Joint Powers Authority ("CERTNA") and of which COUNTY is a member or
20 client, is secure and that ERDS operating procedures are sufficient to assure the
21 continuing security and lawful operation of the ERDS in accordance with the Electronic
22 Recording Delivery Act of 2004, set forth at California Government Code section 27390
23 et seq., and the regulations promulgated thereunder, set forth at California Code of
24 Regulations ("CCR"), Title 11, Division 1, Chapter 18, Articles 1 through 9 (referred to
25 herein, collectively, as the "Act").

26 **AGREEMENT**

27 NOW, THEREFORE, COUNTY AND ERDS SUBMITTER hereby agree as
28 follows:

1 **ARTICLE I -- DEFINITIONS**

2 Capitalized terms used herein shall have the meaning assigned to such terms in
3 the Act, as may be amended from time to time. Whenever there is a reference to a
4 "Section" contained herein it shall refer to the California Government Code unless
5 otherwise specified. Whenever there is a reference to the "CCR" contained herein it
6 shall refer to the California Code of Regulations, Title 11, Division 1, Chapter 18 unless
7 otherwise specified.

8 **ARTICLE II – GENERAL DUTIES AND RESPONSIBILITIES**

9 A. **ERDS Participant.** SUBMITTER and/or its designated and authorized
10 AGENT each acknowledge that it is a voluntary participant in ERDS.

11 B. **SUBMITTER (Section 27391 (b)).** If SUBMITTER is one of the types
12 of entities described in Section 27391(b), or an authorized AGENT of such an entity,
13 then SUBMITTER is authorized under this MOU to deliver to COUNTY for recording,
14 and return to the party requesting recording, a digital or digitized electronic record that is
15 an instrument to be recorded consistent with subdivision (a) of Section 27201.

16 C. **SUBMITTER (Section 27391 (c) (1)).** If SUBMITTER attests that it is
17 one of the types of entities described in Section 27391 (c) (1), or an authorized AGENT
18 of such an entity, then SUBMITTER is authorized under this MOU to deliver to
19 COUNTY for recording, and return to the party requesting recording, a digital or
20 digitized electronic record that is an instrument to be recorded consistent with
21 subdivision (a) of Section 27201 provided SUBMITTER meets the insurance
22 requirement as detailed in 27391 (c) (2).

23 D. **ERDS Procedures.** ERDS SUBMITTER is wholly responsible for the
24 scanning, transmission, submission of documents, and notification as to the
25 identification of the Submitter each Agent is acting on behalf at the time of submission.
26 ERDS SUBMITTER agrees to abide by the procedures for ERDS as set forth by
27 CERTNA and COUNTY, and by those regulations set forth at 11 CCR Division 1,
28 Chapter 18 and of County specific Operating Procedures. A copy of the COUNTIES'

1 current Operating Procedures related to the ERDS SUBMITTER workstation will be
2 available on www.certna.com or may be obtained from COUNTY. CERTNA and
3 COUNTY each reserve the right to modify its own procedures at any time without prior
4 notice.

5 **E. Mailing of Recorded Documents.** ERDS SUBMITTER shall ensure
6 that a copy of the first page of each electronically recorded document is securely affixed
7 to the corresponding original document as a cover page thereto, and shall return said
8 document to applicable parties at the address specified in the instructions for mailing in
9 the document pursuant to Government Code 27361.6 and 27391 (e).

10 **F. Approval of Hardware and Software.** All hardware and software used
11 by ERDS SUBMITTER in the ERDS scanning and submitting process and any
12 additional uses for the scan/submit stations must be approved by COUNTY prior to
13 installation.

14 **G. SUBMITTER to Provide Hardware and Software.** ERDS
15 SUBMITTER shall provide to COUNTY and CERTNA guidelines for any specific
16 software/hardware configuration required to install ERDS on ERDS SUBMITTER's
17 network. The ERDS SUBMITTER shall provide, at no cost to COUNTY and CERTNA,
18 any and all specific software/hardware identified as required by ERDS SUBMITTER.

19 **H. Access to ERDS.** Access to the ERDS software, scan, and
20 transmission process shall be governed by an authentication system approved by
21 CERTNA and COUNTY. All administrative access to the authentication system shall be
22 restricted to COUNTY employees and CERTNA employees only. ERDS SUBMITTER
23 shall not perform any authentication administration. ERDS SUBMITTER acknowledges
24 that its access to the ERDS is governed by an agreement by and between ERDS
25 SUBMITTER and CERTNA.

26 **I. Duty to Notify.** ERDS SUBMITTER agrees to notify COUNTY and
27 CERTNA in writing, within three (3) business days, of system users who leave
28 employment, who change office locations, who has been determined not capable or no

1 longer necessary to have access, or who are no longer qualified pursuant to the Act.
2 CERTNA shall delete or modify security access for such system user within a
3 commercially reasonable period of time.

4 **J. ERDS Remote Access.** ERDS SUBMITTER shall provide to CERTNA
5 and COUNTY controlled remote access to the ERDS system for system administration
6 and maintenance purposes on an “as needed” basis.

7 **K. Access to SUBMITTER’s Hardware and Software.** ERDS
8 SUBMITTER shall provide CERTNA and COUNTY with physical access during normal
9 business hours to all of ERDS SUBMITTER’S hardware and software directly
10 interacting with the CERTNA ERDS system.

11 **L. Technical Support.** ERDS SUBMITTER shall provide “first-level
12 technical support,” as defined in the County specific Operating Procedures, to its users
13 of the ERDS hardware and software. ERDS SUBMITTER agrees to perform basic
14 maintenance of its hardware on a regular basis consistent with best practices in the
15 information technology industry.

16 **M. Ownership of ERDS.** CERTNA retains ownership of the ERDS
17 software and is responsible for any modifications, upgrades, or enhancements.
18 COUNTY shall provide ERDS SUBMITTER access to ERDS on an “As-Is” basis. ERDS
19 SUBMITTER may remit suggestions for enhancements to CERTNA or COUNTY for
20 consideration. CERTNA, in its sole discretion, has final authority on the functionality,
21 enhancements, or upgrades of the ERDS software.

22 **N. Modifications to ERDS.** ERDS SUBMITTER is expressly prohibited
23 from making any software/hardware modification to the ERDS system without prior
24 written consent of CERTNA, which consent may be granted or withheld in the sole
25 discretion of CERTNA.

26 **O. Access to ERDS.** Notwithstanding any other provision hereof,
27 COUNTY or CERTNA may terminate access to ERDS, or any part thereof, or may
28 terminate access of any SUBMITTER and/or AGENT, or any authorized staff, at any

1 time COUNTY or CERTNA, in its sole discretion, deems it necessary to protect ERDS,
2 to protect the public interest, to protect the integrity of public records, or to protect
3 homeowners or real property owners from financial harm, or for any of the other
4 reasons specified in Section 27391(d), including, but not limited to a substantive breach
5 of this MOU or a violation of requirements imposed by ERDA or the regulations
6 promulgated thereunder. It is understood and acknowledged by the parties hereto that
7 no cause of action or liability against the COUNTY or CERTNA or any government
8 agency shall arise from any decision of the COUNTY or CERTNA to terminate or deny
9 access of any person or entity to ERDS.

10 **P. SUBMITTER's Privileges.** ERDS SUBMITTER shall be limited to
11 those privileges granted in writing by COUNTY as specified in CCR § 999.142. The
12 ERDS SUBMITTER is strictly prohibited from submitting ERDS payloads (as defined in
13 CCR § 999.108) on behalf of another ERDS SUBMITTER except as provided for in this
14 MOU. In no event shall shared user accounts be issued, and the sharing of ERDS
15 authentication credentials is strictly prohibited. In the event that COUNTY or CERTNA
16 determines that any provisions or procedures have been or are imminently in danger of
17 being violated, COUNTY or CERTNA may revoke immediately and without prior notice
18 all electronic submission privileges of ERDS SUBMITTER.

19 **Q. Proprietary or Confidential Information of COUNTY.** ERDS
20 SUBMITTER understands and agrees that, in the performance of the work or services
21 under this MOU or in contemplation thereof, ERDS SUBMITTER may have access to
22 private or confidential information which may be owned or controlled by COUNTY and
23 that such information may contain proprietary or confidential details, the disclosure of
24 which to third parties may be damaging to COUNTY. ERDS SUBMITTER agrees that
25 all information disclosed by COUNTY to ERDS SUBMITTER shall be held in confidence
26 and used only in performance of this MOU. ERDS SUBMITTER shall exercise the
27 same standard of care to protect such information as a reasonably prudent
28 SUBMITTER would use to protect its own proprietary data.

1 **R. SUBMITTER Declaration.**

2 Each SUBMITTER shall execute a copy of the Declaration set forth as
3 Attachment A hereto.

4 **ARTICLE III – TECHNICAL REQUIREMENTS**

5 A. ERDS SUBMITTER hereby certify that all equipment owned, and
6 software interacting with the ERDS shall meet all requirements as set forth in the ERDA
7 and associated regulations, including but not limited to the following:

- 8 1. Scanner Requirements
 - 9 i. See requirements set forth in County specific Operating
10 Procedures.
- 11 2. ERDS Payloads
 - 12 i. As defined in CCR § 999.108

13 B. Additional specifications are set forth in the County specific Operating
14 Procedures, which is hereby incorporated by reference. ERDS SUBMITTER agrees
15 that all users, equipment (owned by SUBMITTER or AGENT, if any), and software
16 interacting with the ERDS shall meet all of the additional specifications set out in the
17 County specific Operating Procedures. The County specific Operating Procedures
18 include specifications for the following:

- 19 1. File Type
- 20 2. DPI
- 21 3. Index Information
- 22 4. Priority Levels Available
- 23 5. Submission Cut-Off Times
- 24 6. Support Procedure and Contact Information

25
26 In the event the County specific Operating Procedures does not list File Type, the File
27 Type is assumed to be TIFF. In the event the County specific Operating Procedures
28 does not list DPI, the DPI is assumed to be 300.

1 **ARTICLE IV – MANDATORY PROVISIONS PER CCR**

2 **A. Mandatory Security Requirements for Computer Workstations.**

3 Pursuant to CCR § 999.138, COUNTY shall ensure that all endpoints are secure.

4 Workstations used to submit, retrieve, or, when applicable, return ERDS payloads shall
5 be protected from unauthorized use and access.

6 Applications installed on work stations shall be limited to the purpose of performing the
7 necessary operational needs of the electronic recording process as defined by
8 COUNTY. SUBMITTER shall ensure that the AGENT, (if any) complies with the
9 provisions of this section.

10 **B. Additional specifications shall be set forth in the County specific**
11 **Operating Procedures.** ERDS SUBMITTER agree that all users, equipment (owned
12 by SUBMITTER or AGENT, if any), and software interacting with the ERDS shall meet
13 all of the additional specifications set out in the County specific Operating Procedures.

14 **C. Establishment of Procedures.** Pursuant to CCR §§ 999.131 and
15 999.146(b), ERDS SUBMITTER shall follow the ERDS Operating Procedures
16 established by COUNTY, with the assistance of CERTNA, and agrees to comply with
17 them as currently constituted and as they may be amended from time to time at the sole
18 discretion of COUNTY. A Copy of the County’s Operating Procedures can be obtained
19 from the COUNTY or may be downloaded from CERTNA’s website.

20 **D. ERDS Role-Based Security Requirements.** Pursuant to CCR §
21 999.142, ERDS access shall be controlled by COUNTY using a role-based access
22 control system. COUNTY shall also be responsible for controlling the assignment of
23 user accounts and identity credentials.

24 **ARTICLE V – GENERAL PROVISIONS**

25 **A. Independent SUBMITTER.** In the performance of its obligations and
26 responsibilities under this MOU, ERDS SUBMITTER shall act in an independent
27 capacity and not as an officer, employee, or agent of COUNTY or CERTNA.

1 **B. Indemnity and Insurance.** The SUBMITTER and AGENT, if any, and
2 each of them, agree to indemnify, defend and hold harmless COUNTY and CERTNA,
3 their elected and appointed officials, authorized officers, employees, agents and
4 volunteers from any and all claims, actions, losses, damages and/or liability (including
5 but not limited to reasonable attorney's fees of County or CERTNA) arising from ERDS
6 SUBMITTER's acts, errors or omissions and for any costs or expenses incurred by
7 COUNTY or CERTNA on account of any claim therefore arising out of the performance
8 of this MOU, except where such indemnification is prohibited by law. The foregoing
9 indemnification shall fully apply if the claim is caused or alleged to be caused by the
10 joint negligence of SUBMITTER, AGENT(S), County, CERTNA, their officers,
11 employees, or agents, and/or other person. ERDS SUBMITTER shall, at its own
12 expense, defend any suit or action founded upon a claim of any of the foregoing.
13 Requirements for insurance coverages are set forth in the County's Operating
14 Procedures which are incorporated by reference and have the same force and affect as
15 if set forth in full herein.

16 **C. Response to Inquiries.** SUBMITTER and AGENT, if any, must
17 respond to COUNTY or CERTNA inquiries within one (1) business hour.

18 **D. AGENT Status.** No AGENT shall be a computer security auditor or a
19 vendor of ERDS or any other electronic recording delivery system.

20 **E. Notice of Mailing Address.** SUBMITTER and AGENT, if any, shall
21 notify the COUNTY in writing of any change in mailing address within ten (10) business
22 days of the change.

23 **F. Subcontracting.** ERDS SUBMITTER shall not enter into any
24 subcontract for services covered by this MOU without first obtaining written approval
25 from COUNTY, which approval may be granted or withheld in the sole discretion of the
26 COUNTY. Any subcontract shall be subject to the same terms and conditions as this
27 MOU. ERDS SUBMITTER shall be fully responsible for the performance and payment
28 of any subcontractor's contract.

1 **G. Assignment.** The services to be performed by SUBMITTER and/or
2 AGENT are personal in character and neither this MOU nor any duties or obligations
3 hereunder may be assigned or delegated by SUBMITTER and/or AGENT without the
4 prior written consent of the COUNTY, which consent may be granted or withheld in the
5 sole discretion of COUNTY.

6 **H. Entire Agreement.** This MOU is intended by the parties hereto as a
7 final expression of their understanding with respect to the subject matter hereof and
8 supersedes any and all prior or contemporaneous Memoranda of Understanding or
9 understandings or contracts.

10 **I. Modification of MOU.** This MOU may not be modified, nor may
11 compliance with any of its terms be waived, except by written instrument executed and
12 approved in the same manner as this MOU.

13 **J. SUBMITTER Licenses.** ERDS SUBMITTER shall ensure that it has all
14 necessary licenses and permits required by applicable federal, state, and local laws,
15 ordinances, rules and regulations. The ERDS SUBMITTER shall maintain these
16 licenses and permits in effect for the duration of this MOU. ERDS SUBMITTER shall
17 notify COUNTY immediately of any loss or suspension of any such licenses and
18 permits. Failure of SUBMITTER or AGENT, if any, to maintain all required licenses and
19 permits constitutes a material breach of this MOU and in the event of any such failure
20 COUNTY may immediately terminate this MOU and pursue all other available remedies.

21 **K. Reporting Problems.** In the event of a problem or potential problem
22 that could impact the quality or quantity of work, services, or the level of performance
23 under this MOU, the ERDS SUBMITTER shall notify the COUNTY within one (1)
24 working day, in writing and by telephone.

25 **L. Improper Consideration.** Neither SUBMITTER nor AGENT shall
26 offer (either directly or through an intermediary) any improper consideration such as, but
27 not limited to, cash, discounts, service, the provision of travel or entertainment, or any
28 items of value to any officer, employee or agent of COUNTY or CERTNA in an attempt

1 to secure favorable treatment regarding this MOU. The COUNTY, by written notice,
2 may immediately terminate any MOU if it determines that any improper consideration as
3 described in this paragraph was offered to any officer, employee or agent of the
4 COUNTY or CERTNA with respect to the proposal and award process. This prohibition
5 shall apply to any amendment, extension or evaluation process once an MOU has been
6 awarded. SUBMITTER or AGENT shall immediately report any attempt by a COUNTY
7 officer, employee or agent to solicit (either directly or through an intermediary) improper
8 consideration from SUBMITTER or AGENT. The report shall be made to CERTNA or to
9 the supervisor or manager charged with supervision of the employee or to the
10 COUNTY's Administrative Office.

11 **M. Publicity.** No news releases, advertisements, public announcements
12 or photographs arising out of this MOU or the SUBMITTER's and/or AGENT's
13 relationship with COUNTY or CERTNA may be made or used without prior written
14 approval of the COUNTY or CERTNA, which approval may be granted or withheld in the
15 sole discretion of COUNTY or CERTNA.

16 **N. Governing Law; Venue.** This MOU shall be governed by the laws of
17 the State of California. Venue for all litigation against the COUNTY relative to the
18 formation, interpretation and performance of this MOU shall be in the COUNTY. Venue
19 for all other litigation regarding CERTNA shall be in San Bernardino County, California.

20 **O. Audit and Inspection of Records.** COUNTY and CERTNA shall each
21 have the absolute right to review and audit any aspect of the ERDS system, security, all
22 records, books, papers, documents, licenses and permits required by applicable federal,
23 state, and local laws, ordinances, rules and regulations, and other pertinent items as
24 requested, and each shall have the absolute right to monitor the performance of ERDS
25 SUBMITTER in the delivery of services provided under this MOU. The California
26 Attorney General has the right to review and audit any aspect of the ERDS, security, all
27 related records, books, papers, documents, and other pertinent items under the Act.
28 ERDS SUBMITTER shall provide full cooperation in any auditing or monitoring

1 conducted. ERDS SUBMITTER shall cooperate with COUNTY and CERTNA in the
2 implementation, monitoring and evaluation of this MOU and comply with any and all
3 reporting requirements established by COUNTY and CERTNA. All records pertaining to
4 services under this MOU shall be available for examination and audit by COUNTY and
5 CERTNA representatives and other authorized personnel for a period of five (5) years
6 from the date of their creation.

7 **P. RESERVED.**

8 **Q. Infringement Indemnification.** ERDS SUBMITTER shall indemnify
9 and hold COUNTY and CERTNA harmless from all loss and liability, including attorney's
10 fees, court costs and all other litigation expenses for any infringement of the patent
11 rights, copyright, trade secret or any other proprietary right or trademark, and all other
12 intellectual property claims of any person or persons in consequence of the use by
13 COUNTY, or any of its officers or agents, of articles or services to be supplied in the
14 performance of this MOU.

15 **R. Accuracy of Recording Transactions.** ERDS SUBMITTER is
16 responsible for the accuracy and completeness of the recording transactions. COUNTY
17 and CERTNA are expressly not liable for damages resulting from the recording or
18 ERDS transactions or processes. The preceding sentence does not apply to liability and
19 damages imposed on COUNTY pursuant to the provisions of Section 27203.

20 **S. System Monitoring.** ERDS SUBMITTER shall carefully monitor and
21 control use of the system, ensuring compliance with procedural safeguards. ERDS
22 SUBMITTER assumes full responsibility for any malicious act that harms, damages or
23 has a damaging effect to the COUNTY's system or databases. It is understood and
24 acknowledged by ERDS SUBMITTER that COUNTY and CERTNA assume no liability
25 whatsoever for any information transmitted electronically by a SUBMITTER and
26 AGENT, if any. It is further understood and acknowledged by ERDS SUBMITTER that
27 COUNTY and CERTNA shall have no liability for refusal to record electronically
28 transmitted records that do not comply with any statutorily imposed standards or

1 requirements of recordability (including but not limited to those requirements imposed
2 by Section 27201, such as photographic reproducibility).

3 **T. Fraud.** COUNTY and CERTNA assume no liability for any breach of
4 security, fraud, or deceit as a result of ERDS. In the event of fraud impacting the value
5 of or title to real estate, ERDS SUBMITTER bears the financial responsibility for
6 transactions in which the ERDS SUBMITTER engages. This responsibility lies with the
7 ERDS SUBMITTER notwithstanding any contrary waiver and/or disclaimer language
8 that may be present in any title insurance policy, escrow instruction, loan closing
9 instruction, or other document pertaining to the real estate transaction associated with
10 said fraud. This provision is not intended to create any third party beneficiary rights, nor
11 alter any rights or obligations between ERDS SUBMITTER and its insureds and/or
12 customer.

13
14 **ARTICLE VI – OPTIONAL DESIGNATION OF SUBMITTER’S AGENT**

15 **SUBJECT TO APPROVAL AND AUTHORIZATION BY COUNTY**

16 **A.** No access to ERDS shall be made available to any designated AGENT of
17 SUBMITTER, unless and until COUNTY has determined, in the good-faith exercise of
18 COUNTY’s discretion, whether to accord recognition to such designee of SUBMITTER
19 as its authorized AGENT for purposes of this MOU.

20 **B.** It is understood and agreed that AGENT’s express representation and
21 agreement to be bound by all provisions of this MOU, by AGENT’s execution of the
22 signature page hereof, together with the furnishing (at a minimum) of all contact
23 information required for AGENT under Article VII of this MOU, shall be prerequisites to
24 COUNTY’s recognition and authorization of SUBMITTER’s designated AGENT and to
25 COUNTY’s willingness to deal with AGENT on such basis for any purpose under this
26 MOU; and it is further understood and acknowledged that COUNTY may require such
27 additional information pertaining to SUBMITTER’s designated AGENT as COUNTY
28 deems necessary or appropriate for the protection of the public, regarding the identity

1 and/or background of SUBMITTER's designated AGENT (including but not limited to
2 confirmation of compliance with the requirements for secure access to ERDS as
3 specified in Section 27395), before determining, in the good faith exercise of COUNTY's
4 discretion, whether to accord recognition to such designee of SUBMITTER as its
5 authorized AGENT for any purpose under this MOU.

6 **C.** It is understood and acknowledged by the parties that COUNTY's prior
7 authorization of a designated AGENT of SUBMITTER may subsequently be withdrawn,
8 in the good-faith exercise of COUNTY's discretion, whether based on Article II
9 section O of this MOU or otherwise; and in such event, written notice of such
10 withdrawal of authorization shall be provided, by letter from the COUNTY addressed to
11 both SUBMITTER and AGENT in accordance with Article VII hereof, and a copy of said
12 letter shall be attached as a specifically denominated Attachment to this MOU.

13 **ARTICLE VII – NOTICES AND REPORTS**

14 Any notice or report desired to be served by either party onto the other
15 shall be addressed, personally delivered, or mailed via certified, return receipt, first
16 class mail, to CERTNA and the ERDS SUBMITTER as set forth below, and to the
17 County as stated in the County's Operating Procedures which can be obtained from the
18 COUNTY or may be downloaded from CERTNA's website.
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1 CERTNA: PATRICK HONNY
2 CERTNA JPA
3 KERN COUNTY ASSESSOR-RECORDER
1115 TRUXTUN AVE., 3rd Floor
BAKERSFIELD CA 93301

4 SUBMITTER: _____
5 CONTACT NAME
6 _____
7 Company Name
8 _____
9 Street/ Mailing Address
10 _____
11 City, ST Zip

11 AGENT (if any): _____
12 CONTACT NAME
13 _____
14 Company Name
15 _____
16 Street/ Mailing Address
17 _____
18 City, ST Zip

18 **ARTICLE VIII – TERM AND TERMINATION**

19 A. This MOU shall take effect on the date it is signed by the COUNTY and
20 shall continue in force and effect until terminated hereunder.

21 **B. Termination for Convenience.** Either party may terminate this MOU
22 for any reason by serving the other party with prior written notice of at least fifteen (15)
23 business days.

24 C. Upon termination, all ERDS software and/or equipment owned by
25 COUNTY or CERTNA must be returned to its owner within thirty (30) days of
26 termination.

1 **D. Termination for Cause.** In addition to other termination provisions
2 contained herein, in the event that COUNTY determines that SUBMITTER'S and
3 AGENT'S, if any, performance of their respective duties or other terms of this MOU are
4 deficient in any manner, COUNTY may notify ERDS SUBMITTER of such deficiency in
5 writing or orally, provided written confirmation is provided five (5) days thereafter. ERDS
6 SUBMITTER shall remedy any deficiency within forty-eight (48) hours of such
7 notification, or COUNTY may, at its option, terminate this MOU immediately upon
8 written notice thereof.

9 **E. Counterparts and Electronic Signatures.** This MOU may be
10 executed in multiple counterparts and any party hereto may execute any such
11 counterpart, each of which when executed and delivered shall be deemed to be an
12 original and all of which counterparts taken together shall constitute but one and the
13 same instrument. The counterparts of this MOU and all other agreements and
14 documents executed in connection herewith may be executed and delivered by
15 facsimile or other electronic signature by any of the parties to any other party and the
16 receiving party may rely on the receipt of such document so executed and delivered by
17 facsimile or other electronic means as if the original had been received. The parties
18 agree that the electronic signatures appearing on this MOU are the same as
19 handwritten signatures for the purposes of validity, enforceability and admissibility.

1 IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and
2 year first above written.

3 COUNTY: California Electronic Recording Transaction Network Authority,
4 A California Joint Powers Authority

5 Executed on behalf of counties that have opted-in per CERTNA Resolution 2016-001
6 (the list of counties that have opted-in can be viewed @ www.certna.com)

7 BY: _____

8 Patrick Honny, Executive Director

9

10 SUBMITTER:

11 BY: _____

12

13 Name:

14

15 Title:

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1 AGENT'S REPRESENTATION AND AGREEMENT

2 The AGENT identified below hereby acknowledges having read and understood all
3 provisions of this MOU, and said AGENT hereby agrees, by execution of this MOU in
4 the signature block below, to be bound by all provisions of this MOU, and AGENT
5 further agrees to perform all of SUBMITTER's obligations and responsibilities under this
6 MOU in full accordance with the provisions thereof and with all applicable laws and
7 regulations.
8

9 AGENT Organization (if any):

10 Name of Agent:

11 Title:

12
13 BY: _____
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1 ATTACHMENT A

2 DECLARATION

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4 I, _____, do hereby acknowledge and declare that I have
5 reviewed the California statutes that define a title insurer, and underwritten title company
6 and an institutional lender, and on that basis hereby represent and warrant that, to the
7 best of my knowledge and belief, _____, on whose
8 behalf authorization as an Authorized Submitter is sought, falls within the statutory
9 definition indicated by my checkmark set forth below:

- 10 a title insurer (Cal. Insurance Code section 12340.4) or
11 an underwritten title company, (Cal. Insurance Code section 12340.5) or
12 an institutional lender, (Cal. Financial Code section 50003) or
13 an entity of local, state, or federal government or
14 other authorized submitter, (Cal. Government Code 27391 (c) (1)). Submitter shall
15 provide proof of financial responsibility by providing a certificate of insurance evidencing
16 an amount not less than \$1,000,000.00 (one million dollars) of general liability insurance
17 in accordance with CERTNA MOU procedures.

18
19 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

20 Executed on this ____ day of _____, 20__, at _____, ____
21 _____ City State

22 SUBMITTER:

23 BY: _____

24 Name: _____

25 Title: _____