

**MEMORANDUM OF UNDERSTANDING BETWEEN
CERTNA AND SOLANO COUNTY
FOR G2G ELECTRONIC RECORDATION IMPLEMENTATION**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, this "MOU") is made and executed as of this 21 day of December, 2016, by and between the California Electronic Recording Transaction Network Authority, a California joint powers authority ("CERTNA"), and the COUNTY OF SOLANO ("COUNTY"), on behalf of Marc Tonnesen, its Recorder ("RECORDER").

RECITALS

CERTNA has developed and implemented a Government to Government electronic recordation system pursuant to Government Code section 27279 (the "CERTNA G2G System"), and has entered into contracts with various California state agencies to implement the CERTNA G2G System. The CERTNA G2G System permits California state agencies to record electronically various documents with participating California counties. COUNTY seeks to participate in the CERTNA G2G System. The rights and responsibilities established by this MOU are intended to assure the continuing security and lawful operation of the CERTNA G2G System under Government Code section 27279.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CERTNA and COUNTY hereby agree as follows:

ARTICLE I -- DEFINITIONS

As used in this MOU, the term "INSTRUMENT" has the meaning given in Government Code Section 27279.

ARTICLE II – GENERAL DUTIES AND RESPONSIBILITIES

1 A. COUNTY agrees to become a voluntary participant in the CERTNA
2 G2G System.

3 B. COUNTY is under no obligation to pay any monies to CERTNA or any
4 state agency for participation in the CERTNA G2G System.

5 C. CERTNA shall install at RECORDER's facilities the necessary software
6 for RECORDER's access to the CERTNA G2G System. RECORDER shall provide
7 appropriate hardware and other software that may be necessary for connection to the
8 CERTNA G2G System. CERTNA and RECORDER shall work together to test the
9 installation to ensure that the installation is functional and is protected by applicable
10 security systems.

11 D. CERTNA retains ownership of the CERTNA G2G System software
12 and is responsible for any modifications, upgrades, or enhancements of the CERTNA
13 G2G System software. CERTNA has final authority on the functionality, enhancements,
14 or upgrades of the CERTNA G2G System software.

15 E. RECORDER is expressly prohibited from making any
16 software/hardware modification to the CERTNA G2G System without written consent of
17 CERTNA.

18 F. CERTNA or COUNTY or any state agency that is part of the CERTNA
19 G2G System may terminate access to the CERTNA G2G System, or any part thereof,
20 or may terminate access of any authorized staff, at any time it deems it necessary to
21 protect the CERTNA G2G System, to protect the public interest, to protect the integrity
22 of public records, or to protect homeowners or real property owners from financial harm.
23 No cause of action or liability against COUNTY, RECORDER or CERTNA or any
24 government agency shall arise from any decision of COUNTY, RECORDER or
25 CERTNA or any government agency to terminate or deny access of any person or entity
26 to the CERTNA G2G System.

1 G. Access to the CERTNA G2G System software, scan, and transmission
2 process shall be governed by an authentication system approved by CERTNA and
3 RECORDER. All administrative access to the authentication system shall be restricted
4 to RECORDER employees and CERTNA employees and appropriate state agency
5 employees. RECORDER shall delete or modify security access for those individuals
6 who leave its employ.

7 H. RECORDER shall provide CERTNA with physical access at the
8 COUNTY Recorder's office during normal business hours to all of RECORDER's
9 hardware and software interacting with the CERTNA G2G System.

10 ARTICLE III – TECHNICAL REQUIREMENTS

11 A. RECORDER shall accept digitized images or digital images of
12 recordable INSTRUMENTS sent via the CERTNA G2G System in conformance with
13 Government Code section 27279.

14 ARTICLE IV – GENERAL PROVISIONS

15 A. In the performance of this MOU, CERTNA and COUNTY shall each act
16 in an independent capacity and not as an officer, employee, or agent of the other.

17 B. COUNTY shall not enter into any subcontract for services covered by
18 this MOU without first obtaining written approval from CERTNA. Any subcontract shall
19 be subject to the same terms and conditions as this MOU.

20 C. This MOU shall not be assigned by any party without the written
21 consent of the other party.

22 D. This MOU is intended by the parties hereto as a final expression of
23 their understanding with respect to the subject matter hereof and supersedes any and
24 all prior or contemporaneous MOUs or understandings or contracts. This MOU may be
25 changed or modified only upon the written consent of the parties hereto. Any alteration,
26 variation, modification, amendment or waiver of the provisions of this MOU shall be
27 valid only when reduced to writing and signed by the parties hereto.

1 E. In the event of a problem or potential problem that could impact the
2 quality or quantity of work, services, or the level of performance under this MOU, the
3 party with knowledge of the problem shall notify the other party as soon as possible in
4 writing and by telephone.

5 F. This MOU shall be governed by the laws of the State of California.

6 G. COUNTY and CERTNA each have the absolute right to review and
7 audit any aspect of the CERTNA G2G System, security, all related records, books,
8 papers, documents, and other pertinent items as requested. Each party shall provide
9 full cooperation to the other party in any auditing or monitoring conducted. All records
10 pertaining to services under this MOU shall be available for examination and audit by
11 COUNTY and CERTNA representatives for a period of one year.

12 H. COUNTY agrees to indemnify, defend and hold harmless CERTNA, its
13 authorized officers, employees, agents and volunteers from any and all claims, actions,
14 losses, damages and/or liability arising from COUNTY's acts, errors or omissions in
15 performing this MOU and for any costs or expenses incurred by CERTNA on account of
16 any claim based on COUNTY's acts, errors or omissions arising out of its performance
17 of this MOU, except where such indemnification is prohibited by law. CERTNA agrees
18 to indemnify, defend and hold harmless RECORDER and COUNTY, its authorized
19 officers, employees, agents and volunteers from any and all claims, actions, losses,
20 damages and/or liability arising from CERTNA's acts, errors or omissions in performing
21 this MOU and for any costs or expenses incurred by COUNTY on account of any claim
22 therefore based on CERTNA's acts, errors or omissions arising out of its performance of
23 this MOU, except where such indemnification is prohibited by law.

24 ARTICLE VI – NOTICES AND REPORTS

25 Any notice or report desired to be served by either party upon the other
26 shall be addressed, personally delivered, or mailed to the respective parties as set forth
27 below:
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1 RECORDER:

Marc Tonnesen
Assessor/Recorder
675 Texas St. Suite 2700
Fairfield, Ca 94533

4 CERTNA:

Patrick Honny
Executive Director
CERTNA
222 W. Hospitality Lane
San Bernardino, CA 92415

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8 Either party hereto may at any time, by giving ten (10) days written notice to the
9 other party, designate any other contact party, address or facsimile number in
10 substitution of the contact party, address or facsimile number to which such notice or
11 communication shall be given.

12 ARTICLE VII – TERM AND TERMINATION

13 A. This MOU shall take effect as of the date first set forth above and shall
14 continue in full force and effect until terminated hereunder.

15 B. Either party may terminate this MOU for any reason by serving the
16 other party with prior written notice of at least thirty (30) business days.

17 C. Upon termination, all CERTNA G2G System software and/or equipment
18 owned by CERTNA or COUNTY must be returned to its owner within thirty (30) days of
19 termination.

20 D. In addition to other termination provisions contained herein, in the event
21 that either party determines that the other party's performance of its duties or other
22 terms of this MOU are deficient in any manner, notice of such deficiency shall be sent in
23 writing. Any deficiency shall be remedied within five business days of such notification,
24 or the other party may, at its option, terminate this MOU immediately upon written
25 notice.

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

By: _____

Name: Patrick Honny
Title: Executive Director

COUNTY

By:  _____

Name: Marc C. Tonnesen
Title: Solano County Assessor/Recorder