

File No. 250223

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: May 1, 2025

Board of Supervisors Meeting:

Date: _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU - FY2022-2024 - Clean |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU - FY2022-2024 - Redline |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract / DRAFT Mills Act Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER

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|-------------------------------------|--------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Draft Amend No.2</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>MOU Amend No. 1 082418</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>MOU 011817</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>BOS Reso. No. 058-12 030512</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>ASR Ltr 030525</u> |
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Prepared by: Monique Crayton

Date: April 25, 2025

Prepared by: _____

Date: _____

Prepared by: _____

Date: _____

1 [MOU Amendment - California Electronic Recording Transaction Network Authority -
2 Recordation of Digitized Electronic Records - Term Extension]

3 **Resolution authorizing the Office of the Assessor-Recorder to execute Amendment**
4 **No. 2 of the Memorandum of Understanding (MOU) with the California Electronic**
5 **Recording Transaction Network Authority for AB 578 Electronic Recordation**
6 **Implementation for recordation of digitized electronic records and certain digital**
7 **electronic records; extending the existing MOU term by 13 years from**
8 **January 10, 2022, for a total duration of 19 years from January 11, 2016, through**
9 **January 10, 2035.**

10
11 WHEREAS, Amendment No. 2 is on file with the Clerk of the Board of Supervisors in
12 File No. 250223, which is hereby declared to be a part of this Resolution as if set forth fully
13 herein; and

14 WHEREAS, Charter, Section 9.118(b), requires the Board of Supervisors to approve by
15 Resolution contracts or agreements entered into by a department, board or commission
16 having a term in excess of ten years; and

17 WHEREAS, California Electronic Recording Transaction Network Authority (CERTNA)
18 has developed and implemented an electronic delivery system pursuant to Assembly Bill 578
19 (Stats. 2004, Ch. 621, Sec. 2, California Government Code, Sections 27390 et seq. (AB 578)
20 as approved by the California State Attorney General (the CERTNA AB 578 System); the
21 CERTNA AB 578 System has been certified by the California Attorney General, and
22 participants in the CERTNA 578 System can accept for recordation digitized electronic
23 records and certain digital electronic records pursuant to AB 578 and regulations issued
24 pursuant thereto; and
25

1 WHEREAS, The Office of the Assessor-Recorder (ASR) and the California Electronic
2 Recording Transaction Network Authority (CERTNA) entered into a Memorandum of
3 Understanding for AB 578 electronic recordation implementation, dated as of
4 January 10, 2013; and

5 WHEREAS, The Office of the Assessor-Recorder (ASR) and CERTNA entered into a
6 new Memorandum of Understanding for AB 578 electronic recordation implementation, dated
7 as of January 18, 2017 (the "MOU"); and

8 WHEREAS, Article II, Section C of the MOU provides that the MOU shall take effect as
9 of January 11, 2016 and shall continue in full force and effect for three years thereafter unless
10 otherwise terminated as provided in the MOU; ASR and CERTNA may extend the term of the
11 MOU pursuant to an executed amendment; and

12 WHEREAS, ASR and CERTNA extended the term of the MOU by three years to
13 January 10, 2022, through Amendment No. 1 to the MOU, dated as of August 24, 2018; and

14 WHEREAS, The rights and responsibilities established in the MOU are intended to
15 assure the continuing security and lawful operation of the CERTNA AB 578 System under
16 Government Code, Sections 27390 et seq. and applicable regulations; and

17 WHEREAS, Amendment No. 2 will update the annual costs per title based on the tier
18 pricing plan in Appendix B; and

19 WHEREAS, Amendment No. 2 will extend the term of the MOU by an additional 13
20 years, from a retroactive start date of January 10, 2022; now, therefore, be it

21 RESOLVED, That the Board of Supervisors authorizes the Office of the Assessor-
22 Recorder to execute Amendment No. 2 to the MOU with CERTNA for AB 578 electronic
23 recordation implementation; increasing the MOU duration by extending the existing MOU term
24 by 13 years from January 10, 2022, for a total duration of 19 years of January 11, 2016,
25 through January 10, 2035; and, be it

1 FURTHER RESOLVED, That within 30 days of the MOU being fully executed by all
2 parties, the Office of the Assessor-Recorder shall provide the final MOU to the Clerk of the
3 Board for inclusion into the official file.

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
CERTNA AND CITY AND COUNTY OF SAN FRANCISCO ASSESSOR-RECORDER FOR
AB 578 ELECTRONIC RECORDATION IMPLEMENTATION**

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING (hereinafter, this "Amendment") is made and executed as of this 10th day of January 2025, by and between the California Electronic Recording Transaction Network Authority, a Joint Powers Authority, hereinafter referred to as "CONTRACTOR", and City and County of San Francisco, a municipal corporation, hereinafter referred to as "COUNTY", acting by and through its Assessor-Recorder.

RECITALS

WHEREAS, CONTRACTOR and COUNTY have entered into Memorandum of Understanding for AB 578 Electronic Recordation Implementation, dated as of January 18, 2017 (the "MOU"); and

WHEREAS, Article II, Section C of the MOU provides that the MOU shall take effect as of January 11, 2016 and shall continue in full force and effect for three years thereafter unless otherwise terminated as provided in the MOU. COUNTY and CONTRACTOR may extend the term of the MOU pursuant to an executed amendment; and

WHEREAS, CONTRACTOR and COUNTY extended the term of the MOU by three years to January 10, 2022 through a First Amendment to the MOU, dated as of August 24, 2018; and

WHEREAS, CONTRACTOR and COUNTY desire to extend the term of the MOU by an additional thirteen (13) years, from a retroactive date of January 11, 2022.

AGREEMENT

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

I. Article II.B of the MOU is hereby amended to read as follows:

“B. Term of the MOU. This MOU shall take effect as of January 11, 2016 and shall continue in full force and effect for nineteen (19) years thereafter to January 10, 2035, unless otherwise terminated as provided in this MOU. COUNTY and CERTNA may extend the term of this MOU pursuant to an executed amendment.”

II. **Appendix B** (Tier Pricing Plan) is amended to read as follows:

County's Annual Recording Level	Initial Cost	Annual Cost
>50,001 document titles recorded	\$0	\$0.34 per title
25,001 – 50,000 document titles recorded	\$0	\$0.28 per title
10,001 – 25,000 document titles recorded	\$0	\$0.23 per title
5,001-10,000 document titles recorded	\$0	\$0.15 per title
< 5,001 document titles recorded	\$0	\$0.10 per title

The rates included in this Amendment are subject to change as set forth in Article II, section D. of the MOU.

III. Except as amended hereby, all other terms and conditions of the MOU shall remain in full force and effect.

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

CITY

CONTRACTOR

Approved by:

California Electronic Recording Transaction
Network Authority ("CERTNA")

Joaquin Torres
Assessor-Recorder
Office of the Assessor-Recorder
City and County of San Francisco

Richard Sherman
Executive Director
701 Ocean Street, Rm 230
Santa Cruz, CA 95060
City supplier ID: **0000023751**

Approved as to Form:

Approved as to Form:

David Chiu
City Attorney

Nubia I. Goldstein
White Brenner LLP
CERTNA General Counsel

By:

By:

Moe Jamil
Deputy City Attorney

Nubia I. Goldstein
CERTNA General Counsel

1 **FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN**
2 **CERTNA AND CITY AND COUNTY OF SAN FRANCISCO ASSESSOR-RECORDER**
3 **FOR AB 578 ELECTRONIC RECORDATION IMPLEMENTATION**

4 THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
5 (hereinafter, this "Amendment") is made and executed as of this 24th day of August,
6 2018, by and between the California Electronic Recording Transaction Network
7 Authority, a Joint Powers Authority, hereinafter referred to as "CONTRACTOR", and
8 City and County of San Francisco, a municipal corporation, hereinafter referred to as
9 "COUNTY", acting by and through its Assessor-Recorder.

10 **RECITALS**

11 WHEREAS, CONTRACTOR and COUNTY have entered into that certain
12 Memorandum of Understanding for AB 578 Electronic Recordation Implementation,
13 dated as of January 18, 2017; and
14

15 WHEREAS, Article II, Section C of the MOU provides that the MOU shall take
16 effect as of January 11, 2016 and shall continue in full force and effect for three years
17 thereafter unless otherwise terminated as provided in the MOU. COUNTY and
18 CONTRACTOR may extend the term of the MOU pursuant to an executed
19 amendment.
20

21 WHEREAS, CONTRACTOR and COUNTY desire to extend the term of the
22 MOU by an additional three years.
23

24 **AGREEMENT**

25 NOW, THEREFORE, for good and valuable consideration, the receipt and
26 sufficiency of which is hereby acknowledged, CONTRACTOR and COUNTY hereby
27 agree as follows:
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I. Article II.B of the MOU is hereby amended to read as follows:

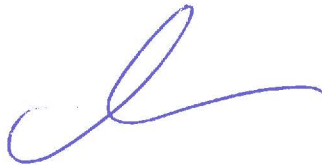
“B. **Term of the MOU.** This MOU shall take effect as of January 11, 2016 and shall continue in full force and effect for six years thereafter to January 10, 2022, unless otherwise terminated as provided in this MOU. COUNTY and CERTNA may extend the term of this MOU pursuant to an executed amendment.”

II. Except as amended hereby, all other terms and conditions of the MOU shall remain in full force and effect.

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

3 **CITY**

4 Approved by:

5 
6

7
8 **Carmen Chu**
9 Assessor-Recorder
10 Office of the Assessor-Recorder
11 City and County of San Francisco

12 Approved as to Form:

13 Dennis J. Herrera
14 City Attorney

15
16 By:

17 
18 **Moe Jamil**
19 Deputy City Attorney

CONTRACTOR

California Electronic Recording
Transaction Network Authority
("CERTNA")



Patrick Honny
Executive Director
222 W Hospitality Ln., First Floor
San Bernardino, CA 92415

City supplier ID: **0000023751**

Approved as to Form:

MICHELLE D. BLAKEMORE
San Bernardino County Counsel
and CERTNA General Counsel

By:


Robert F. Messinger
Principal Assistant County Counsel

1 **MEMORANDUM OF UNDERSTANDING BETWEEN**
2 **CERTNA AND CITY AND COUNTY OF SAN FRANCISCO ASSESSOR-RECORDER**
3 **FOR AB 578 ELECTRONIC RECORDATION IMPLEMENTATION**

4 THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and
5 executed as of this 18th day of January, 2017, by and between the California
6 Electronic Recording Transaction Network Authority, hereinafter referred to as
7 "CERTNA", a Joint Powers Authority, and City and County of San Francisco, a
8 municipal corporation, hereinafter referred to as "COUNTY", acting by and through its
9 Assessor-Recorder.

10 **RECITALS**

11 CERTNA has developed and implemented an electronic recording delivery
12 system pursuant to Assembly Bill 578 (Stats. 2004, Ch. 621, Sec. 2, California
13 Government Code Sections 27390 et seq. ("AB 578") as approved by the California
14 State Attorney General (the "CERTNA AB 578 System"). The CERTNA AB 578
15 System has been certified by the California Attorney General, and participants in the
16 CERTNA 578 System can accept for recordation DIGITIZED ELECTRONIC
17 RECORDS and certain DIGITAL ELECTRONIC RECORDS pursuant to AB 578 and
18 regulations issued pursuant thereto. COUNTY seeks to participate in the CERTNA AB
19 578 System. The rights and responsibilities established by this MOU are intended to
20 assure the continuing security and lawful operation of the CERTNA AB 578 System
21 under Government Code Sections 27390 et seq. and applicable regulations.

22 **AGREEMENT**

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

26 **ARTICLE I - DEFINITIONS**

27 Terms used in this MOU in all capital letters and not otherwise defined herein
28 have the meaning given in Government Code Section 27390 et seq.

1 **ARTICLE II - GENERAL DUTIES AND RESPONSIBILITIES**

2 **A. County Membership.** COUNTY agrees to become a voluntary
3 participant in the CERTNA AS 578 System. COUNTY is designated as a "Client-level
4 member" of CERTNA entitling them to receive the services and benefits set forth on
5 APPENDIX A attached hereto and incorporated herein, from CERTNA, and with rights
6 and responsibilities defined by this MOU, but COUNTY is not a member of CERTNA
7 Joint Powers Authority and is not a party to the Joint Powers Agreement that governs
8 CERTNA.

9 **B. Term of the MOU.** This MOU shall take effect as of January 11,
10 2016 and shall continue in full force and effect for three years thereafter unless
11 otherwise terminated as provided in this MOU. COUNTY and CERTNA may extend the
12 term of this MOU pursuant to an executed amendment.

13 **C. Effective Date of the MOU.** This MOU shall become effective
14 when the COUNTY's Controller has certified to the availability of funds and CERTNA
15 has been notified in writing.

16 **D. Compensation.** For participation in the CERTNA AS 578 System,
17 COUNTY shall pay to CERTNA fees (the "ERDS FEES") calculated pursuant to the tier
18 pricing plan attached hereto as APPENDIX B (the "TIER PRICING PLAN"), and
19 incorporated into this MOU by reference, which is based on the number of documents
20 recorded with COUNTY annually (whether electronically or by walk-in), AND for which
21 an electronic recording delivery fee of \$1.00 is collected by COUNTY at the time of
22 recording such documents (the "ERD FEE DOCUMENTS"). No later than February 1
23 of each year, COUNTY will report to CERTNA the number of ERD FEE DOCUMENTS
24 recorded the previous year. No later than March 1 of each year CERTNA shall provide
25 to COUNTY an invoice of all ERD FEES due annually based on the volume of ERD
26 FEE DOCUMENTS reported and the then current TIER PRICING PLAN, and COUNTY
27 shall pay the invoiced ERD FEES within 30 days of receipt of the invoice. The TIER
28 PRICING PLAN may be revised by CERTNA once each calendar year, but any revised

1 TIER PRICING PLAN is not effective until at least 90 days after CERTNA provides
2 COUNTY with notice of the revised TIER PRICING PLAN. Notwithstanding the
3 provisions of Article IV, Section D of this MOU, the TIER PRICING PLAN may be
4 revised as provided in the foregoing sentence and such revision does not require a
5 formal amendment to this MOU. Any revised TIER PRICING PLAN shall bear the date
6 that it is effective and shall supersede the preceding TIER PRICING PLAN. Other
7 costs that are ancillary to COUNTY's participation in the CERTNA AB 578 System,
8 such as the required SECURITY TESTING, are not included in the TIER PRICING
9 PLAN and are the sole responsibility of COUNTY. COUNTY's payment of ERD FEES
10 will not exceed forty-thousand dollars and no cents (\$40,000.00) for any calendar year
11 during the first three years of this MOU, and COUNTY's aggregate payment of ERD
12 FEES during the first three years of this MOU will not exceed one hundred and twenty-
13 thousand dollars and no cents (\$120,000.00). In no event shall COUNTY be liable for
14 interest or late charges for any late payments.

15 **E. Payment Does Not Imply Acceptance of Work.** The granting of
16 any payment by COUNTY, or the receipt thereof by CERTNA, shall in no way lessen
17 the liability of CERTNA to replace unsatisfactory work, the CERTNA AB 578 System
18 software, although the unsatisfactory character of such work, or the CERTNA AB 578
19 System software may not have been apparent or detected at the time such payment
20 was made. The CERTNA AB 578 System software, components, or workmanship that
21 do not conform to the requirements of this MOU may be rejected by COUNTY and in
22 such case must be replaced by CERTNA without delay.

23 **F. Installation of Necessary Software and Hardware.** COUNTY
24 shall install at COUNTY's facilities pursuant to applicable law and CERTNA guidelines
25 attached hereto as APPENDIX C and incorporated into this MOU by reference, the
26 necessary hardware and software for COUNTY's access and connection to the
27 CERTNA AS 578 System. CERTNA and COUNTY shall work together to test the
28 installation to ensure that the installation is functional and is protected by applicable

1 security systems. CERTNA acknowledges that COUNTY's use of ATPac will satisfy
2 CERTNA's software requirements.

3 **G. Software Ownership.** CERTNA retains ownership of the
4 CERTNA AB 578 System software and is responsible for any modifications, upgrades,
5 maintenance and/or enhancements. CERTNA has final authority on the functionality,
6 enhancements, or upgrades of the CERTNA AB 578 System software.

7 **H. Modification Prohibition.** COUNTY is expressly prohibited from
8 making any software/hardware modification to the CERTNA AB 578 System without
9 written consent of CERTNA.

10 **I. Unauthorized Use; Termination.** CERTNA or COUNTY or the
11 California Attorney General may terminate access to the CERTNA AB 578 System, or
12 any part thereof, or may terminate access of any authorized COUNTY staff or
13 CERTNA staff, at any time it deems it necessary to protect the CERTNA AB 578
14 System, to protect the public interest, to protect the integrity of public records, to
15 protect homeowners or real property owners from financial harm, or at any other time
16 as authorized by law. No cause of action or liability against the COUNTY or CERTNA
17 or California Attorney General shall arise from any decision of the COUNTY or
18 CERTNA or California Attorney General to terminate or deny access of any person or
19 entity to the CERTNA AB 578 System.

20 **J. Access to System.** Access to the CERTNA AB 578 System
21 software, scan, and transmission process shall be governed by an authentication
22 system approved by CERTNA and COUNTY (as approved, the "AUTHENTICATION
23 SYSTEM"). All administrative access to the authentication system shall be restricted to
24 COUNTY employees and CERTNA employees and California Attorney General
25 employees and authorized COMPUTER SECURITY AUDITORS. COUNTY shall
26 delete or modify AUTHENTICATION SYSTEM access for those individuals who had
27 AUTHENTICATION SYSTEM access and leave its employ and notify CERTNA of any
28 change in such employee's status.

1 **K. Software and Hardware Inspection.** COUNTY shall provide
2 CERTNA with physical access at the COUNTY Recorder's office during normal
3 business hours to all of COUNTY's hardware and software interacting with the
4 CERTNA AB 578 System, provide that the COUNTY is given at least 24 business
5 hours notice prior to such inspection.

6 **L. Responsibility for Equipment.** COUNTY shall not be
7 responsible for any damage to persons or property as a result of the use, misuse or
8 failure of any equipment used by CERTNA, or by any of its employees, even though
9 such equipment be furnished, rented or loaned to CERTNA by COUNTY. The
10 acceptance or use of such equipment by CERTNA or any of its employees means that
11 CERTNA accepts full responsibility for and agrees to exonerate, indemnify, defend and
12 save harmless COUNTY from and against any and all claims for any damage or injury
13 of any type arising from the use, misuse or failure of such equipment, whether such
14 damage be to CERTNA, its employees, COUNTY employees or third parties, or to
15 property belonging to any of the above.

16
17 **ARTICLE III - TECHNICAL REQUIREMENTS; SYSTEM LICENSE;**
18 **WARRANTIES AND REPRESENTATIONS.**

19 **A.** COUNTY shall accept DIGITIZED ELECTRONIC RECORDS or
20 DIGITAL ELECTRONIC RECORDS of recordable instruments sent via the CERTNA
21 AB 578 System in conformance with Government Code section 27390 et seq. and
22 applicable regulations. CERTNA acknowledges that COUNTY's use of ATPac will
23 satisfy CERTNA's software requirements.

24 **B. Grant of License.** Subject to the terms and conditions of this
25 MOU, CERTNA grants to COUNTY a term, non-exclusive, non-transferable license to
26 use for its municipal purposes the CERTNA AB 578 System software.

27 **C.** CERTNA represents to COUNTY that the CERTNA AB 578
28 System has been certified by the California State Attorney General as required by

1 Government Code Sections 27390 et seq.

2 **D.** CERTNA represents and warrants to COUNTY that the CERTNA
3 AB 578 System will allow COUNTY to accept for recording electronic INSTRUMENTS
4 (as defined in the Title 11, Division 1, Chapter 18 of the California Code of
5 Regulations), in accordance with AB 578.

6 **E. Right to Grant License.** CERTNA hereby warrants that the
7 CERTNA AB 578 System furnished pursuant to this MOU will, prior to its transfer to
8 COUNTY, either be the sole and exclusive property of CERTNA, or that CERTNA is
9 properly licensed to issue sublicenses for third-party software applications or
10 components integrated with, or provided as part of, the licensed CERTNA AB 578
11 System.

12 **ARTICLE IV - GENERAL PROVISIONS**

13 **A. Certification of Funds; Budget and Fiscal Provisions;**
14 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the
15 budget and fiscal provisions of the COUNTY's Charter. Charges will accrue only after
16 prior written authorization certified by the Controller, and the amount of COUNTY's
17 obligation hereunder shall not at any time exceed the amount certified for the purpose
18 and period stated in such advance authorization. This Agreement will terminate
19 without penalty, liability or expense of any kind to COUNTY at the end of any fiscal
20 year if funds are not appropriated for the next succeeding fiscal year. If funds are
21 appropriated for a portion of the fiscal year, this Agreement will terminate, without
22 penalty, liability or expense of any kind at the end of the term for which funds are
23 appropriated. COUNTY has no obligation to make appropriations for this Agreement in
24 lieu of appropriations for new or other agreements. COUNTY budget decisions are
25 subject to the discretion of the Mayor and the Board of Supervisors. CERTNA's
26 assumption of risk of possible non-appropriation is part of the consideration for this
27 Agreement.

28 **THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER**

1 PROVISIONS OF THIS AGREEMENT.

2 **B. Submitting False Claims; Monetary Penalties.** Pursuant to San
3 Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who
4 submits a false claim shall be liable to the COUNTY for the statutory penalties set forth
5 in that section. The text of Section 21.35, along with the entire San Francisco
6 Administrative Code is available on the web at
7 <http://www.municode.com/Library/c1ientCodePage.aspx?clientID=4201>. A contractor,
8 subcontractor or consultant will be deemed to have submitted a false claim to the
9 COUNTY if the contractor, subcontractor or consultant: (a) knowingly presents or
10 causes to be presented to an officer or employee of the COUNTY a false claim or
11 request for payment or approval; (b) knowingly makes, uses, or causes to be made or
12 used a false record or statement to get a false claim paid or approved by the COUNTY;
13 (c) conspires to defraud the COUNTY by getting a false claim allowed or paid by the
14 COUNTY; (d) knowingly makes, uses, or causes to be made or used a false record or
15 statement to conceal, avoid, or decrease an obligation to pay or transmit money or
16 property to the COUNTY; or (e) is a beneficiary of an inadvertent submission of a
17 false claim to the COUNTY, subsequently discovers the falsity of the claim, and fails to
18 disclose the false claim to the COUNTY within a reasonable time after discovery of the
19 false claim.

20 **C. Guaranteed Maximum Costs.** The COUNTY's obligation
21 hereunder shall not at any time exceed the amount certified by the Controller for the
22 purpose and period stated in such certification. Except as may be provided by
23 COUNTY ordinances governing emergency conditions, the COUNTY and its
24 employees and officers are not authorized to request CERTNA to perform services or
25 to provide materials, equipment and supplies that would result in CERTNA performing
26 services or providing materials, equipment and supplies that are beyond the scope of
27 the services, materials, equipment and supplies agreed upon in the MOU unless the
28 MOU is amended in writing and approved as required by law to authorize additional

1 services, materials, equipment or supplies. The COUNTY is not required to reimburse
2 CERTNA for services, materials, equipment or supplies that are provided by CERTNA
3 which are beyond the scope of the services, materials, equipment and supplies agreed
4 upon in the MOU and which were not approved by a written amendment to the MOU
5 having been lawfully executed by the COUNTY. The COUNTY and its employees and
6 officers are not authorized to offer or promise to CERTNA additional funding for the
7 MOU which would exceed the maximum amount of funding provided for in the MOU for
8 CERTNA's performance under the MOU. Additional funding for the MOU in excess of
9 the maximum provided in the MOU shall require lawful approval and certification by the
10 Controller of the City and County of San Francisco. The COUNTY is not required to
11 honor any offered or promised additional funding for an MOU which exceeds the
12 maximum provided in the MOU which requires lawful approval and certification of the
13 Controller when the lawful approval and certification by the Controller has not been
14 obtained. The Controller is not authorized to make payments on any contract for which
15 funds have not been certified as available in the budget or by supplemental
16 appropriation.

17 **D. Taxes.** Payment of any taxes, including possessory interest
18 taxes, and California sales and use taxes, levied upon this MOU, the transaction, or the
19 services delivered pursuant hereto, shall be the obligation of CERTNA.

20 **E. Insurance.**

21 (a.) Without in any way limiting CERTNA's liability pursuant to
22 the "Indemnification" section of this Agreement, CERTNA must maintain in force,
23 during the full term of the Agreement, insurance in the following amounts and
24 coverages:

25 (1) Workers' Compensation, in statutory amounts, with
26 Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness;
27 and

28 (2) Commercial General Liability Insurance with limits

1 not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for
2 Bodily Injury and Property Damage, including Contractual Liability, Personal Injury,
3 Products and Completed Operations; and

4 (3) Commercial Automobile Liability Insurance with limits
5 not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and
6 Property Damage, including Owned, Non-Owned and Hired auto coverage, as
7 applicable.

8 (4) Technology Errors and Omissions Liability insurance.
9 CERTNA shall obtain and maintain throughout the duration of the contract technology
10 errors and omissions liability coverage with limits of \$1,000,000 per occurrence/loss.
11 The policy shall at a minimum cover professional misconduct or lack of the requisite
12 skill required for the performance of services defined in the contract and shall also
13 provide coverage for the following risks:

14 i.) Liability arising from theft, dissemination,
15 and/or use of confidential information, including but not limited to, bank and credit card
16 account information or personal information, such as name, address, social security
17 numbers, stored or transmitted in electronic form.

18 ii) Network security liability arising from the
19 unauthorized access to, use of, or tampering with computers or computer systems,
20 including hacker attacks.

21 iii) Liability arising from the introduction of a
22 computer virus into, or otherwise causing damage to the District's or third person's
23 computer, computer system, network, or similar computer related property and the
24 data, software, and programs thereon.

25 If coverage is maintained on a claims-made basis,
26 CONTRACTOR shall maintain such coverage for an additional period of three (3) years
27 following termination of the contract.

28 (b.) Commercial General Liability and Commercial Automobile

1 Liability Insurance policies must be endorsed to provide:

2 (1) Name as Additional Insured the City and County of
3 San Francisco, its Officers, Agents, and Employees.

4 (2) That such policies are primary insurance to any other
5 insurance available to the Additional Insureds, with respect to any claims arising out of
6 this Agreement, and that insurance applies separately to each insured against whom
7 claim is made or suit is brought.

8 (c.) All policies shall be endorsed to provide thirty days'
9 advance written notice to the City of reduction or nonrenewal of coverages or
10 cancellation of coverages for any reason.

11 (d.) Should any of the required insurance be provided under a
12 claims-made form, CERTNA shall maintain such coverage continuously throughout the
13 term of this Agreement and, without lapse, for a period of three years beyond the
14 expiration of this Agreement, to the effect that, should occurrences during the contract
15 term give rise to claims made after expiration of the Agreement, such claims shall be
16 covered by such claims-made policies.

17 (e.) Should any required insurance lapse during the term of this
18 Agreement, requests for payments originating after such lapse shall not be processed
19 until the City receives satisfactory evidence of reinstated coverage as required by this
20 Agreement, effective as of the lapse date. If insurance is not reinstated, the City may,
21 at its sole option, terminate this Agreement effective on the date of such lapse of
22 insurance.

23 (f.) Before commencing any Services, CERTNA shall furnish to
24 City certificates of insurance and additional insured policy endorsements with insurers
25 with ratings comparable to A-, VIII or higher, that are authorized to do business in the
26 State of California, and that are satisfactory to City, in form evidencing all coverages
27 set forth above. Approval of the insurance by City shall not relieve or decrease
28 CERTNA's liability hereunder.

1 (g.) The Workers' Compensation policy(ies) shall be endorsed
2 with a waiver of subrogation in favor of the City for all work performed by the CERTNA,
3 its employees, agents and subcontractors.

4 (h.) Nothing in this MOU shall prohibit CERTNA from using its
5 self insurance program to satisfy the insurance requirements, as listed above, not
6 currently covered under CERTNA's levels of insurance. CERTNA shall provide a
7 Letter of Self-Insurance to COUNTY for the remaining insurance requirements not
8 currently covered by CERTNA's insurance.

9 **F. Independent Contractor.** In the performance of this MOU,
10 CERTNA and COUNTY shall each act in an independent capacity and not as an
11 officer, employee, or agent of the other.

12 **G. Subcontracting.** Neither COUNTY OR CERTNA shall enter into
13 any subcontract for services covered by this MOU without first obtaining written
14 approval from the other party. Any subcontract shall be subject to the same terms and
15 conditions as this MOU.

16 **H. Assignment.** The services to be performed by CERTNA are
17 personal in character and neither this MOU nor any duties or obligations hereunder
18 may be assigned or delegated by CERTNA unless first approved by COUNTY by
19 written instrument executed and approved in the same manner as this MOU.

20 **I. Entire Agreement.** This MOU is intended by the parties hereto as
21 a final expression of their understanding with respect to the subject matter hereof and
22 supersedes any and all prior or contemporaneous Memoranda of Understanding or
23 understandings or contracts.

24 **J. Modification of MOU.** Except for the revisions to the TIER
25 PRICING PLAN made pursuant to Article II, Section B, this MOU may not be modified,
26 nor may compliance with any of its terms be waived, except by written instrument
27 executed and approved in the same manner as this MOU.

28 **K. Reporting of Software Problems.** In the event of a problem or

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

4 **L. Governing Law; Venue.** This MOU shall be governed by the laws
5 of the State of California. Venue for all litigation relative to the formation, interpretation
6 and performance of this MOU shall be San Francisco.

7 **M. Proprietary or Confidential Information of County.** CERTNA
8 understands and agrees that, in the performance of the work or services under this
9 Agreement or in contemplation thereof, CERTNA may have access to private or
10 confidential information which may be owned or controlled by COUNTY and that such
11 information may contain proprietary or confidential details, the disclosure of which to
12 third parties may be damaging to COUNTY. CERTNA agrees that all private or
13 confidential information disclosed by COUNTY to CERTNA shall be held in confidence
14 and used only in performance of the Agreement. CERTNA shall exercise the same
15 standard of care to protect such information as a reasonably prudent contractor would
16 use to protect its own proprietary data.

17 **N. Protection of Private Information.** CERTNA has read and
18 agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2,
19 "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative
20 Code Chapter 12M, "Protection of Private Information," which are incorporated herein
21 as if fully set forth. CERTNA agrees that in the event a court of competent jurisdiction
22 enters a final judgment that contains a finding that CERTNA has failed to comply with
23 the requirements of Section 12M.2 of the San Francisco Administrative Code, such
24 violation shall be a material breach of the MOU. In such an event, in addition to any
25 other remedies available to it under equity or law, the COUNTY may terminate the
26 MOU, file a false claim action against Contractor pursuant to Chapter 6 or Chapter 21
27 of the Administrative Code, or debar CERTNA from engaging in any additional
28 contractual relationships with COUNTY.

1 **O. Audit and Inspection of Records by CERTNA.** CERTNA shall
2 have the absolute right to review and audit any aspect of the CERTNA AB 578 System,
3 security, all related records, books, papers, documents, and other pertinent items as
4 requested. The California Attorney General and COMPUTER SECURITY AUDITORS
5 have the right to review and audit any aspect of the CERTNA AB 578 System, security,
6 all related records, books, papers, documents, and other pertinent items under
7 Government Code section 27390 et seq. and applicable regulations. COUNTY shall
8 provide full cooperation in any auditing or monitoring conducted. All records pertaining
9 to services under this MOU shall be available for examination and audit by CERTNA
10 representatives and other authorized personnel for a period of one year from the date
11 of their creation.

12 **P. Audit and Inspection of Records by COUNTY.** CERTNA agrees
13 to maintain and make available to COUNTY, during regular business hours, accurate
14 books and accounting records relating to its work under this MOU. CERTNA will
15 permit COUNTY to audit, examine and make excerpts and transcripts from such books
16 and records, and to make audits of all invoices, materials, payrolls, records or
17 personnel and other data related to all other matters covered by this MOU, whether
18 funded in whole or in part under this MOU. CERTNA shall maintain such data and
19 records in an accessible location and condition for a period of not less than five years
20 after final payment under this MOU or until after final audit has been resolved,
21 whichever is later. The State of California or any federal agency having an interest in
22 the subject matter of this MOU shall have the same rights conferred upon COUNTY by
23 this Section.

24 **Q. Mutual Indemnification.** COUNTY agrees to indemnify, defend
25 and hold harmless CERTNA, its authorized officers, employees, agents and volunteers
26 from any and all claims, actions, losses, damages and/or liability arising from COUNTY
27 acts, errors or omissions and for any costs or expenses incurred by CERTNA on
28 account of any claim therefore, except where such indemnification is prohibited by law.

1 CERTNA agrees to indemnify, defend and hold harmless COUNTY, its authorized
2 officers, employees, agents and volunteers from any and all claims, actions, losses,
3 damages and/or liability arising from CERTNA's acts, errors or omissions and for any
4 costs or expenses incurred by COUNTY on account of any claim therefore, except
5 where such indemnification is prohibited by law. In the event of concurrent negligence
6 of COUNTY, its authorized officers, employees, agents and volunteers, and CERTNA
7 and its authorized officers, employees, agents and volunteers, the liability for any and
8 all claims for injuries or damages to persons and/or property shall be apportioned
9 under the California theory of comparative negligence as presently established or as
10 may hereafter be modified.

11 **R. Infringement Indemnification.** If notified promptly in writing of
12 any judicial action brought against COUNTY based on an allegation that COUNTY's
13 use of the CERTNA AB 578 System software infringes a patent, copyright, or any right
14 of a third party or constitutes misuse or misappropriation of a trade secret or any other
15 right in intellectual property (Infringement), CERTNA will hold City harmless and defend
16 such action at its own expense. CERTNA will pay the costs and damages awarded in
17 any such action or the cost of settling such action, provided that CERTNA shall have
18 sole control of the defense of any such action and all negotiations or its settlement or
19 compromise. If notified promptly in writing of any informal claim (other than a judicial
20 action) brought against COUNTY based on an allegation that COUNTY's use of the
21 CERTNA AB 578 System software constitutes Infringement, CERTNA will pay the
22 costs associated with resolving such claim and will pay the settlement amount (if any),
23 provided that CERTNA shall have sole control of the resolution of any such claim and
24 all negotiations for its settlement.

25 In the event that a final injunction is obtained against COUNTY's use of
26 the CERTNA AB 578 System software by reason of Infringement, or in CERTNA's
27 opinion COUNTY's use of the CERTNA AB 578 System software is likely to become
28 the subject of Infringement, CERTNAS may at its option and expense: (a) procure for

COUNTY the right to continue to use the CERTNA AB 578 System software as contemplated hereunder, (b) replace the CERTNA AB 578 System software with a non-infringing, functionally equivalent substitute software system, or (c) suitably modify the CERTNA AB 578 System software to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the CERTNA AB 578 System software. If none of these options is reasonably available to CERTNA, then this MOU may be terminated at the option of either party hereto and CERTNA shall refund to COUNTY all amounts paid under this Agreement for the license of such infringing software. Any unauthorized modification or attempted modification of the CERTNA AB 578 System software by COUNTY or any failure by COUNTY to implement any improvements or updates to the CERTNA AB 578 System software, as supplied by CERTNA, shall void this indemnity unless COUNTY has obtained prior written authorization from CERTNA permitting such modification, attempted modification or failure to implement. CERTNA shall have no liability for any claim of Infringement based on COUNTY's use or combination of the CERTNA AB 578 System software with products or data of the type for which the CERTNA AB 578 System software was neither designed nor intended to be used.

S. Limitation of Liability. COUNTY'S PAYMENT OBLIGATIONS UNDER THIS MOU SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN ARTICLE II, SECTION D, "COMPENSATION", OF THIS MOU. NOTWITHSTANDING ANY OTHER PROVISION OF THIS MOU, IN NO EVENT SHALL COUNTY OR CERTNA BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS MOU OR THE SERVICES PERFORMED IN CONNECTION WITH THIS MOU. NOTWITHSTANDING THE ABOVE, THE LIMITATION OF LIABILITY DOES NOT APPLY TO ARTICLE IV, SECTION Q, "MUTUAL INDEMNIFICATION," OF THIS

1 AGREEMENT.

2 **T. Sunshine Ordinance.** CERTNA acknowledges that this MOU and
3 all records related to its formation, CERTNA's performance, and COUNTY's payment
4 are subject to the California Public Records Act, (California Government Code §6250
5 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative
6 Code Chapter 67). Such records are subject to public inspection and copying unless
7 exempt from disclosure under federal, state or local law.

8 **U. Non-Waiver of Rights.** The omission by either party at any time
9 to enforce any default or right reserved to it, or to require performance of any of the
10 terms, covenants, or provisions hereof by the other party at the time designated, shall
11 not be a waiver of any such default or right to which the party is entitled, nor shall it in
12 any way affect the right of the party to enforce such provisions thereafter.

13 **V. Conflict of Interest.** Through its execution of this MOU, CERTNA
14 acknowledges that it is familiar with the provision of Section 15.103 of the COUNTY's
15 Charter, Article III, Chapter 2 of the COUNTY's Campaign and Governmental Code,
16 and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the
17 State of California, and certifies that it does not know of any facts which constitutes a
18 violation of said provisions and agrees that it will immediately notify the COUNTY if it
19 becomes aware of any such fact during the term of this Agreement.

20 **W. Severability.** Should the application of any provision of this MOU
21 to any particular facts or circumstances be found by a court of competent jurisdiction to
22 be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall
23 not be affected or impaired thereby, and (b) such provision shall be enforced to the
24 maximum extent possible so as to effect the intent of the parties and shall be reformed
25 without further action by the parties to the extent necessary to make such provision
26 valid and enforceable.

27 **X. Cooperative Drafting.** This Agreement has been drafted through
28 a cooperative effort of both parties, and both parties have had an opportunity to have

1 the Agreement reviewed and revised by legal counsel. No party shall be considered
2 the drafter of this Agreement, and no presumption or rule that an ambiguity shall be
3 construed against the party drafting the clause shall apply to the interpretation or
4 enforcement of this Agreement.

5 **ARTICLE V - NOTICES AND REPORTS**

6 Any notice or report desired to be served by either party upon the other
7 shall be addressed, personally delivered, or mailed to the respective parties as set
8 forth below:

9
10 COUNTY: Carmen Chu
Assessor-Recorder
11 City and County of San Francisco
City Hall, Room 190
12 San Francisco, CA 94102

13 CERTNA: Patrick Honny
14 Executive Director
CERTNA
15 222 W. Hospitality Lane
16 San Bernardino, CA 92415

17 **ARTICLE VI -TERMINATION**

18 **A. Termination for Convenience.** Either party may terminate this
19 MOU for any reason by serving the other party with prior written notice of at least thirty
20 (30) days. In the event of such termination, the ERD FEES, as calculated pursuant to
21 Article II, Section B. above, shall be paid by COUNTY through the end of the current
22 calendar year (December 31).

23 **B.** Upon termination, all CERTNA AB 578 System software and/or
24 equipment owned by CERTNA or COUNTY must be returned to its owner within thirty
25 (30) days of termination.

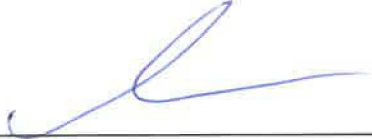
26 **C. Termination for Cause.** In addition to other termination
27 provisions contained herein, in the event that either party determines that the other
28 party's performance of its duties or other terms of this MOU are deficient in any

1 manner, notice of such deficiency shall be sent in writing. Any deficiency shall be
2 remedied within five business days of such notification, or the other party may, at its
3 option, terminate this MOU immediately upon written notice. Notwithstanding any other
4 provision of this MOU, should CERTNA fails to remedy its performance within five
5 business days of receiving notice from COUNTY and COUNTY terminates this MOU,
6 COUNTY shall owe CERTNA only the ERD FEES due as of the date of termination.

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

3 **CITY**


4 Approved by:

5 
6
7
8 **Carmen Chu**
9 Assessor-Recorder
10 Office of the Assessor-Recorder
11 City and County of San Francisco

12 Approved as to Form:

13 Dennis J. Herrera
14 City Attorney

15
16 By:

17 
18 **Moe Jamil**
19 Deputy City Attorney

CONTRACTOR

California Electronic Recording
Transaction Network Authority
("CERTNA")


8 **Patrick Honny**
9 Executive Director
10 222 W Hospitality Ln., First Floor
11 San Bernardino, CA 92415

City vendor number: **86565**

Approved as to Form:

Jean-Rene Basle
San Bernardino County Counsel
and CERTNA General Counsel

By:


17 **Robert F. Messinger**
18 Principal Assistant County Counsel

21 **Appendices**

- 22 A: Client Level Member Services and Benefits
23 B: TIER PRICING PLAN
24 C: CERTNA Installation Guidelines
25
26
27
28

APPENDIX A

Client Level Member Services and Benefits

Services and Benefits	Client-Level
Seat on Board of Directors	
• Develop/Adopt Annual Operating Budget	Public Input
• Approve System Upgrades & Enhancements	User Group Input
• Brown Act Organization (Public)	X
• Organizational Stability (JPA)	X
• Software Source Code Beneficiary (Owner)	
• Full-Time, Dedicated Support (Helpdesk)	Limited
Support Service Level Agreement (Response)	4 business hours
Access to National Submitters (Bulk Submission)	X
Access to Local Submitters (Digitized Submission)	X
Technical Standards Committee	Member
Certification Policies and Procedures Committee	Member
Access to Documentation Library	X
• User Guides	X
• Administrator Guides	X
• Resolution/MOU Templates	X
CeRTNAcademy Training Library	Limited
• Submitter Training	Limited
• Administrator Training	Limited
CeRTNAccess List Server and Support Board	X
DOJ Certification Support	X
Recorder Vendor Interface Support/Training	X
Submission Vendor Interface Support/Training	X
Submitter/County MOU Administration & Support	Limited
Free Web-based Submission Client	X
Full County-Level Administrative Access	X
Security Provisioning and Management Support	X
ACH Support	X
Established Vendor Interfaces	X
Fully Redundant System Infrastructure (ERDS)	X

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APPENDIX B
TIER PRICING PLAN

County's Annual Recording Level	Initial Cost	Annual Cost
<input checked="" type="checkbox"/> > 500,000 documents recorded	\$0	\$100,000
<input checked="" type="checkbox"/> 400,001 - 500,000 documents recorded	\$0	\$80,000
<input checked="" type="checkbox"/> 300,001 - 400,000 documents recorded	\$0	\$60,000
<input checked="" type="checkbox"/> 200,001 - 300,000 documents recorded	\$0	\$40,000
<input checked="" type="checkbox"/> 100,001 - 200,000 documents recorded	\$0	\$20,000
<input checked="" type="checkbox"/> < 100,001 documents recorded	\$0	\$10,000

APPENDIX C

CERTNA Installation Guidelines

PC with 4 GB of RAM (installed in a secure location)
32-bit OS installed (Windows 7)
Internet Connection (> 1.5 Mbps Up/Download, >3 Mbps preferred)
Scanner (300 dpi, TIFF Group 4, duplex) Submitter systems only.
Printer (local or network)
Workgroup configuration recommended
Individual user accounts created and configured (non-admin)
Administrator account renamed
Guest account disabled
Internet Explorer 8 browser configured per CERTNA Configuration Guide (per user)
Anti-malware installed (Microsoft Security Essentials or equivalent)
<http://www.microsoft.com/security.essentials/>
As administrator, run Microsoft Baseline Security Analyzer 2.2 and clear all issues (exceptions)
<http://technet.microsoft.com/en-us/security/cc184923>

1 [Authorizing the Assessor-Recorder to Participate in the Electronic Recording Delivery Act of
2 2004]

3 **Resolution authorizing the Assessor-Recorder to participate in the Electronic**
4 **Recording Delivery Act of 2004.**

5
6 WHEREAS, California Assembly Bill No. 578 of 2004 (AB 578) has been enacted to
7 authorize a county recorder to establish an Electronic Recording Delivery System for the
8 recording of specified digitized and digital electronic records; and,

9 WHEREAS, Said legislation requires a resolution from the City and County of
10 San Francisco Board of Supervisors to authorize County participation in the Electronic
11 Recording Delivery System; and,

12 WHEREAS, Said legislation states that the County shall execute an agreement with the
13 various authorized submitters who wish to submit documents electronically; and,

14 WHEREAS, AB 578, which enacts California Government Code section 27397,
15 authorizes a county recorder to impose a fee in an amount up to and including \$1 for each
16 instrument that is recorded by county; and,

17 WHEREAS, AB 578, which enacts California Government Code sections 27397(2) and
18 (3), authorizes a county recorder to impose a fee upon any vendor seeking approval of
19 software and other services as part of an Electronic Recording Delivery System and upon any
20 person seeking a Submitter Agreement; and,

21 WHEREAS, The California Attorney General has been delegated the authority and
22 responsibility for establishing regulations and the regulation and oversight of the Electronic
23 Recording Delivery System; now, therefore, be it
24
25

1 RESOLVED, That the City and County of San Francisco Board of Supervisors
2 approves the participation of the City and County of San Francisco in the Electronic Recording
3 Delivery Act of 2004 as enacted by AB 578; and, be it

4 FURTHER RESOLVED, That the City and County of San Francisco Board of
5 Supervisors authorizes the Assessor-Recorder, or his designee, as agent to conduct all
6 negotiations and execute and submit all documents which may be necessary for the
7 participation of the City and County of San Francisco in the Electronic Recording Delivery
8 System; and, be it

9 FURTHER RESOLVED, That the City and County of San Francisco Board of
10 Supervisors authorizes the Assessor-Recorder, or his designee, as agent to impose a fee in
11 an amount of up to and including \$1 for each instrument that is recorded by the City and
12 County of San Francisco; and, be it

13 FURTHER RESOLVED, That the City and County of San Francisco Board of
14 Supervisors authorizes the Assessor-Recorder, or his designee, as agent to impose a fee to
15 be adopted by the Board of Supervisors upon any vendor seeking approval of software and
16 other services as part of an Electronic Recording Delivery System and upon any person
17 seeking a Submitter Agreement; and, be it

18 FURTHER RESOLVED, That the City and County of San Francisco Board of
19 Supervisors authorizes the Assessor-Recorder, or his designee, as agent to issue payments
20 to the California Attorney General through the Department of Justice for the City and County
21 of San Francisco's allocated share of the direct cost of program oversight.



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 120153

Date Passed: February 28, 2012

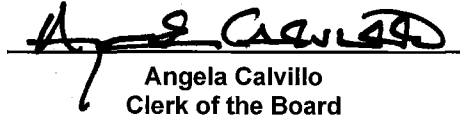
Resolution authorizing the Assessor-Recorder to participate in the Electronic Recording Delivery Act of 2004.

February 28, 2012 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Olague and Wiener

File No. 120153

I hereby certify that the foregoing
Resolution was ADOPTED on 2/28/2012 by
the Board of Supervisors of the City and
County of San Francisco.


Angela Calvillo
Clerk of the Board


Mayor


Date Approved



March 5, 2025

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

Subject: MOU Amendment – CeRTNA – Office of the Assessor-Recorder (Duration Extension)

Dear Ms. Calvillo,

Attached please find an original single-sided and two single-sided, black and white copies of the proposed Resolution for the Board of Supervisors' approval, authorizing the Office of the Assessor-Recorder to execute a second amendment with California Electronic Recording Transactions Network Authority (CeRTNA) for continued electronic recording services from January 10, 2022, through January 10, 2035.

The following Resolution package documents are attached for review:

1. Proposed Resolution (Word)
2. Proposed Amendment No. 2 to the Memorandum of Understanding (MOU) (2022-2035) (PDF)
3. Background information
 - a. Resolution 58-12 - Authorizing the Assessor-Recorder to participate in the Electronic Recording Delivery Act of 2004 (PDF)
 - b. Memorandum of Understanding (2016-2019); Amendment No. 1 to the MOU (2019-2022) (PDF)

For any additional information or clarification, please contact Holly Lung at holly.lung@sfgov.org.

Kind regards,

Joaquín Torres
Assessor-Recorder