



DEAN C. LOGAN
Registrar-Recorder/County Clerk

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 19, 2012

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

19 June 19, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVE AGREEMENT TO PROVIDE MAINTENANCE AND SOFTWARE DEVELOPMENT SERVICES FOR SECURE eRECORDING SYSTEM CO-OWNED UNDER THE MULTI-COUNTY AGREEMENT

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

SUBJECT

Authority to enter into an Agreement with the County of Orange Clerk-Recorder for Los Angeles County Registrar-Recorder/County Clerk to provide ongoing maintenance and support services for the Statewide Electronic Courier Universal Recording Environment ("SECURE") eRecording system, which provides the ability for electronic recording of real estate documents in Los Angeles County as well as other Owner and Participant counties. Costs will be paid by County of Orange Clerk-Recorder from funds collected from all four owner counties, which include Riverside, San Diego, Orange, and Los Angeles Counties.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve authorization to enter into an Agreement with the Orange County Clerk-Recorder and delegate authority to the Registrar-Recorder/County Clerk, or designee, to execute the attached Agreement (Attachment II) to provide maintenance and support services for the SECURE eRecording system, to be effective upon Board approval or date fully executed by the parties, whichever is later and continue in effect through June 30, 2015, with the option to renew for two (2) one-year periods, not to exceed June 30, 2017, unless sooner terminated

as provided in the Agreement. Department of Registrar-Recorder/County Clerk (RR/CC) technical services will be funded through the Multi-County Agreement (Attachment III) as administered by OC C-R.

2. Delegate authority to the Registrar-Recorder/County Clerk, or designee, to negotiate and execute amendments to increase the price by no more than ten percent (10%) of the total original agreement amount as indicated in Exhibit B (Price Matrix) when the increase is deemed necessary to support increases in salaries, employee benefits, overhead, and/or staff changes provided that County Counsel approval is obtained prior to initiating such action.

3. Delegate authority to the Registrar-Recorder/County Clerk or designee, to prepare and execute amendments to exercise the two optional one-year extensions under the term of the Agreement.

4. Delegate authority to the Registrar-Recorder/County Clerk, or designee, to negotiate and execute amendments, or terminate the Agreement as necessary, provided that County Counsel approval is obtained prior to initiating any such action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enter into an agreement with County of Orange Clerk-Recorder (OC C-R) for RR/CC to provide ongoing maintenance and support services to the SECURE eRecording System, which LA County participated in the purchase of as a co-owner with Orange, Riverside, and San Diego counties under the Multi-County Agreement.

The Agreement has the following two (2) distinct Components:

- Component 1: General/Routine Maintenance Services.
- Component 2: Development of SECURE Version Three.

The County of Los Angeles is a participant of the State of California Electronic Recording Delivery Act of 2004 as approved by your Board on August 30, 2001. The SECURE eRecording System was purchased by the four (4) Owner counties under the Multi-County Agreement, approved by your Board on November 12, 2008. SECURE was developed by SouthTech Systems, Inc. who is currently providing maintenance and support services.

During the development of the original SECURE eRecording System, the vendor was hired to perform all programming and modifications for the system's initial delivery, as well as system maintenance for the first two years after State certification. During the initial implementation, the vendor had difficulty troubleshooting and providing the enhancements necessary for a multi-county system. RR/CC staff was routinely contacted to provide secondary consultation to the vendor in order to meet the deadline for State certification. During the following two years, the vendor was unable to deliver the necessary enhancements or required fixes.

The Owner counties have met to evaluate the current SECURE eRecording System

support services and its future needs and have determined it is in the best interest of the counties to have RR/CC perform routine maintenance, problem analysis, resolution, modifications, and enhancements. RR/CC already has in-depth knowledge of the SECURE eRecording System and its functionality, and has successfully provided support, guidance, analysis and problem solutions related to its performance on an informal as needed basis.

Under the recommended Agreement, OC C-R will continue to act as the primary level of support, which includes all primary software questions, hardware and network support. RR/CC will provide the secondary level of support maintenance services under Component 1, which includes analyzing software/system problems, bug fixes, and enhancements to the SECURE eRecording System. Under Component 2, RR/CC would provide the development of a new State Attorney General-approved version of the SECURE eRecording System, to be known as Version Three.

The Owner counties spent considerable time reviewing other alternatives for SECURE eRecording System support and enhancements. These alternatives included maintaining the current contractor or going out to bid for a new vendor contract. The current contractor is unable to provide the service needed by a multi-county system. The only other alternative was to seek an outside vendor who would either re-write the existing system or provide an off-the-shelf solution. The RR/CC and OC C-R each investigated the potential costs and time involved in obtaining a new vendor. The costs were found to be prohibitive. Since RR/CC staff has knowledge and a vested interest in ensuring the system success, the four owner counties determined that contracting with the RR/CC to provide maintenance services and enhancements was the best alternative.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan Goal No. 1: Operational Effectiveness: "Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services." The SECURE eRecording System is a vital component of Recorder functions for the four Owner counties and Participant counties currently eRecording under the Multi-County Agreement.

FISCAL IMPACT/FINANCING

On November 12, 2008, your Board approved an additional fee of one dollar (\$1.00) to support the electronic recording of real property documents. RRCC costs will be paid from the eRecording Special Revenue Fund which is derived from the statutory one dollar (\$1.00) surcharge assessed on electronically recorded real property documents.

Under the Multi-County Agreement, OC C-R has been given delegated authority to serve as the Lead Agency administering all applicable rights and responsibilities. As the Lead Agency, OC C-R performs, but is not limited to; (i) Acquiring all ownership rights to the SECURE eRecording System, which will be AB 578 compliant, and utilizing guidance from nationally recognized standard setting bodies, which adheres to applicable Federal and State laws; (ii) Ensuring that the SECURE eRecording System will support vendor specific connections to county back end-users; (iii) Supplying Electronic Recording Application Program Interface (API) document to potential partners; (iv) Implementing, training, hosting, supporting and managing ongoing system

operations and support capabilities for the SECURE eRecording System; (v) Authorizing submitters; (vi) Managing the SECURE eRecording System accounts (approval/denial/suspension) for all county administrators; (vii) Selecting and managing server hosting facilities based on security, disaster survivability, and business continuity requirements; (viii) Managing installation testing, and final acceptance of SECURE eRecording System modification/enhancements.

Each of the four Owners paid one-fourth to the SECURE eRecording System cost, and each pays an equal share of the ongoing maintenance cost annually. Also each pays an allotted share of the cost of any required modifications or repairs not covered under general maintenance. Each Owner county has an equal vote in any decision affecting the SECURE eRecording System. OC C-R is responsible for collecting payments from user counties and will pay RR/CC the System annual maintenance services fees. Fees will be periodically re-assessed and will be comprised of the equivalent of three full-time dedicated staff. Costs may fluctuate based on annual review of salaries, employee benefits and overhead. Upon approval by both Los Angeles and Orange County's Boards, respectively, and execution of the Agreement, RR/CC will begin providing services.

The start-up cost to provide maintenance services from July 1, 2012 through December 31, 2013 is \$520,500, and from January 1, 2014 through June 30, 2015 is \$1,155,000, for a total of \$1,675,500; thereafter, \$770,000 for the optional extension periods each fiscal year. Enhancements and some modifications will be paid on a time and materials basis and payments will be scheduled based on agreed upon milestones. During this period, staff assigned will be tasked, not limited to, ensuring any critical fixes are applied as well as satisfying all State Auditor requirements.

In addition to providing general maintenance of the SECURE eRecording System, RR/CC will provide the development of a new State Attorney General-approved version, to be known as Version Three. The cost to develop SECURE eRecording System Version Three for the period of July 1, 2012 through January 31, 2014 is \$1,170,000, which includes staff time, hardware and other peripherals.

The total cost of the agreement is \$2,845,500 for the entire term. If the two one-year optional extensions are exercised, the agreement cost would increase by an additional \$1,540,000.

Funding for the recommended SECURE eRecording System Version Three and maintenance costs is included in the Department's FY 2012-2013 budget. The funds to provide ongoing maintenance services will be included in future budget years. There is no net County cost with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

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

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

The Agreement has the full support and consent of the Owner counties. The recommended Agreement was developed by RR/CC and OC-C-R in collaboration with their respective county counsels. Because this is the first occasion in which RR/CC will be providing software maintenance and development services, RR/CC and OC-CR agreed to include warranties, indemnification, and termination provisions with the intent to minimize potential liability by either party.

The Chief Information Officer has reviewed and recommends approval of the Agreement between parties (CIO Analysis – Attachment I). The Chief Executive Office has reviewed and approved this Board letter. County Counsel has reviewed this Board letter and approved the Agreement as to form.

The Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

CONTRACTING PROCESS

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the Agreement will ensure the ongoing support, maintenance, and development of the SECURE eRecording System for the benefit of the Owner and Participant counties under the Multi-County agreement as well as the public at large.

CONCLUSION

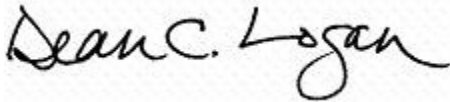
The Honorable Board of Supervisors

6/19/2012

Page 6

Approval of delegated authority to the Registrar-Recorder/County clerk to enter into an Agreement with County of Orange Clerk-Recorder providing the maintenance, support and development of version three of the SECURE eRecording System to ensure its continued functionality for the electronic recording of real estate documents and ensure continued services will benefit Los Angeles County and other Owners and Participant counties.

Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk

Reviewed By:



RICHARD SANCHEZ

Chief Information Officer

DCL:APL:AG:fep:c

o

Enclosures

c: Chief Executive Office
County Counsel
CIO



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER: CA 12-12	DATE: 5/30/2012
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SUBJECT:
AGREEMENT TO PROVIDE MAINTENANCE AND SOFTWARE DEVELOPMENT SERVICES FOR THE SECURE eRECORDING SYSTEM

RECOMMENDATION:
 Approve Approve with modification Disapprove

CONTRACT TYPE:
 New contract Sole Source
 Amendment to Contract #: Enter contract #. Other: Gov. to Gov. Agreement

CONTRACT COMPONENTS:
 Software Hardware
 Telecommunications Professional Services

SUMMARY:
 Department executive sponsor: Dean C. Logan, Registrar-Recorder/County Clerk
 Description: Registrar-Recorder/County Clerk (RR/CC) is requesting authority to enter into an Agreement with the County of Orange Clerk-Recorder for RR/CC to provide maintenance and support services for the Statewide Electronic Courier Universal Recording Environment (SECURE) eRecording System, which provides electronic recording of real estate documents.
 Contract amount: Enter contract amount. Funding source: Owner Counties pool funds
 Legislative or regulatory mandate Subvended/Grant funded: Enter %

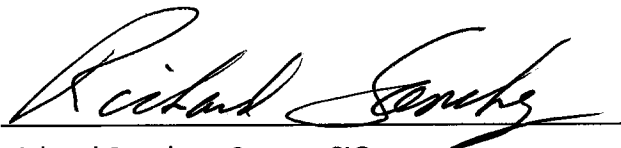
Strategic and business analysis

PROJECT GOALS AND OBJECTIVES:
 To enable RR/CC technical staff to take over maintenance and support of the SECURE eRecording system from SouthTech Systems, who is currently providing these services, and eventually develop a new version of the system. Based on the current situation with the Owner Counties and the existing vendor, these goals are reasonable.

BUSINESS DRIVERS:
 The primary business drivers for this project are to:

- Control maintenance and support costs;
- Address vendor performance issues; and
- Develop a new State Attorney General approved version of the system.

	<p>PROJECT ORGANIZATION:</p> <p>The RR/CC's Recorder and Management Systems section will lead the maintenance/support of the existing system and development of the new version. Three full-time staff members will be dedicated to this effort.</p>
	<p>PERFORMANCE METRICS:</p> <p>Although there were no specific performance metrics identified in the Board Letter, the CIO has requested that RR/CC track the percentage of documents that are recorded through this system (currently approximately 10%), and monitor the number and quality of enhancement and fixes made to the system.</p>
	<p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>All three business drivers are strategic and well aligned with the Department's business. The recommended approach will help RR/CC control software development and support costs; addressing the vendor performance issues will allow RR/CC to correct lingering system problems; and developing a new system will allow RR/CC to implement necessary system enhancements.</p>
	<p>PROJECT APPROACH:</p> <p>The recommended approach puts RR/CC in the role of system developer and maintenance/support provider to other user counties. After discussions with CIO and County Counsel regarding the risks and opportunities related to providing production systems support to outside agencies, the Department's technical and administrative leadership indicated they can deliver this service.</p>
	<p>ALTERNATIVES ANALYZED:</p> <p>The four Owner Counties considered keeping the current contractor and going out to bid for a new vendor contract; however, based on the performance of the current vendor, that option was not viable. The option of having another contractor develop a new system or implement an off-the-shelf system was cost prohibitive and could not be accomplished on a timely basis. The four Owner Counties determined that contracting with RR/CC to provide maintenance, support, and development services was the best alternative.</p>
<p>Technical analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>Assuming maintenance, support, and development responsibilities, places RR/CC in the position of software developer and service provider to the other user counties. While this is not a typical position for a County Department, it may be the best option considering the situation. The Department's technical staff provided partial system support since the original system implementation and believe they can provide the necessary system support and enhancements.</p>

Financial analysis	<p>BUDGET:</p> <p>There is no net County cost related to this recommended action. RR/CC will receive from the four Owner Counties, through Orange County, \$520,500 for start-up cost to provide maintenance from July 1, 2012 through December 31, 2013; \$1,155,000 for maintenance from January 1, 2014 through June 30, 2015; and \$770,000 for each extension period. The development of the new version of the system, which is expected to take from July 1, 2012 through December 31, 2013, will cost \$1,170,000. Fees will be periodically re-assessed and will be comprised of the equivalent cost of three full-time dedicated employees.</p>
Risk analysis	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. The primary risk for this Agreement will be having RR/CC assume responsibility for development and maintenance of a production system currently used by California counties to transmit property documents to be recorded. This risk has been mitigated by having RR/CC work extensively with County Counsel and the CIO on an Agreement that provides indemnification and adequate protections for the County. 2. The Chief Information Security Officer (CISO) has reviewed the proposed SOW and did not identify any security issues.
CIO Approval	<p>PREPARED BY:</p> <p style="text-align: center;"> <u>Henry Balta</u> <u>5/31/12</u> </p> <p style="text-align: center;"> Name, Sr. Associate CIO Date </p> <hr/> <p>APPROVED:</p> <p style="text-align: center;">  <u>6-4-12</u> </p> <p style="text-align: center;"> Richard Sanchez, County CIO Date </p>

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



COUNTY OF ORANGE

CLERK-RECORDER

TOM DALY

Agreement for
SECURE Maintenance and
SECURE Version III

July 1, 2012—June 30, 2015

with

Los Angeles County
Registrar-Recorder/County Clerk

TABLE OF CONTENTS

SECTION	PAGE
I. PURPOSE.....	2
II. DEFINITIONS.....	2
III. GENERAL TERMS AND CONDITIONS	3
IV. WORK.....	4
V. SERVICES MATRIX.....	6
VI. INDEMNIFICATION	9
VII. WARRANTIES AND REPRESENTATIONS	9
VIII. COSTS/COMPENSATION.....	10
IX. INVOICE AND PAYMENT.....	11
X. SEVERABILITY	12
XI. REVIEW FOR LEGAL ADEQUACY	12
XII. GOVERNING LAWS AND VENUE	12
XIII. WAIVER	12
XIV. NOTICES	12
XV. DAILY OPERATIONS.....	13

EXHIBITS

- A. STATEMENT OF WORK
 - Component 1 – General/Routine Maintenance Services
 - Component 2 – Development of SECURE Version Three
- B. PRICING MATRIX - Component 1 – General/Routine Maintenance Services
- C. PRICING MATRIX - Component 2 – Development of SECURE Version Three
- D. CUSTOM PROGRAMMING MODIFICATION REQUEST
- E. PROBLEM REPORTING FORM
- F. ISSUE TRACKER REPORT (Example only)
- G. MAJOR PROJECT REPORT (Example only)
- H. TASK/DELIVERABLE ACCEPTANCE CERTIFICATE (in Component 2 – Development of SECURE Version only)
- I. PROJECT CONTROL DOCUMENT (in Component 2 – Development of SECURE Version only)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF ORANGE AND COUNTY OF LOS ANGELES
FOR
MAINTENANCE SERVICES TO SECURE SYSTEM**

This agreement ("Agreement") is made and entered into on the ____ day of _____, 2012 by and between the County of Orange, a political subdivision of the State of California, through its Department of the Clerk-Recorder ("OC C-R"), and the County of Los Angeles, also a political subdivision of the State of California, through its Department of the Registrar-Recorder/County Clerk ("LA"). OC C-R and LA are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, Orange County and Los Angeles County, in conjunction with the counties of Riverside and San Diego, purchased an electronic recording delivery system known as SECURE in 2008;

WHEREAS, the four (4) Owner counties of Los Angeles, Orange, Riverside and San Diego have designated OC C-R as the Lead County and assigned certain responsibilities for SECURE under the Multi-County Agreement entered into on August 19, 2008;

WHEREAS, OC C-R has the authority to enter into contracts to provide maintenance and other support services to SECURE and wishes to contract with LA to provide maintenance and support services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Scope of Agreement:** This Agreement specifies the terms and conditions by which LA will provide software maintenance services and development of SECURE Version Three as detailed in the Statements of Work for Component 1 and Component 2.
2. **Term:** This Agreement shall commence on July 1, 2012, and shall continue through June 30, 2015, with an option for two (2) one-year extensions for maintenance services as outlined in Component 1, unless otherwise terminated by the terms of this Agreement.
3. **Compensation:** Los Angeles County Registrar-Recorder/County Clerk agrees to compensation in the total amount not to exceed \$2,845,500 collectively for Components 1 and 2, with the cost to be split equally amount by the SECURE Owner counties.

I. PURPOSE

Since 2008, the counties of Los Angeles, Orange, Riverside and San Diego have been co-owners of a software system known as SECURE. This software is designed to allow for the electronic transmission of property records between the specified counties and authorized submitters, per the State of California 2004 Electronic Recording Delivery Act, Assembly Bill 578. SECURE is a vital component of the daily operation. The purpose of this Agreement is to set forth the terms and conditions necessary for LA to provide application support, maintenance and development for SECURE, which is separated into two (2) distinct components, titled as follows:

Component 1 – General/Routine Maintenance Services

- a) July 1, 2012 through December 31, 2013
- b) January 1, 2014 through June 30, 2015

Component 2 – Development of SECURE Version Three

July 1, 2012 through January 31, 2014.

II. DEFINITIONS

For the purpose of clarity, the following words shall have the following meaning:

1. "Owner" shall mean one or more of the four counties, Los Angeles, Orange, Riverside or San Diego, who purchased SECURE in 2008 and share in the ownership agreement referenced herein as the "Multi-County Agreement."
2. "Participant" shall mean any non-owner county who has contracted to use SECURE.
3. "Submitters" shall mean title companies or other entities who are authorized to submit documents to the Owner and Participant counties through SECURE.
4. "Level I" shall mean first level support, for which OC C-R is responsible. This includes all primary software questions, hardware and network support as further described in Section V, Paragraph B, item 5 (Services Provided by OC C-R). Level I software support will end and Level II support will begin as determined by OC C-R on a per incident basis.
5. "Level II" shall mean the second level software support provided by LA following OC C-R's Level I support for Secure as further described in Section V, Paragraph A, item 1.1 (Services Provided by LA).

6. "3rd Party Tools" shall mean those software packages required for the software development process. These add-on software tools are customarily used by developers to reduce effort and increase the software quality.
7. "Work" as used herein shall mean, with respect to each Component, all Tasks, Deliverables, and Services performed by LA.

III. GENERAL TERMS AND CONDITIONS

1. The "Initial Term" of this Agreement shall be effective upon approval by the County of Los Angeles Board of Supervisors, and the Orange County Board of Supervisors and will continue in effect through June 30, 2015 unless sooner terminated or extended, in whole or in part, as provided herein.
2. This Agreement provides for the option for two (2) one-year extensions, to be approved per Orange County Board of Supervisors policy, to extend maintenance services as detailed in Component 1.
3. On an annual basis, the Parties shall review the Agreement for any desired changes/modifications. Such review shall be completed prior to the Agreement anniversary date. Any changes/modifications to the Agreement shall be submitted to the other Party for consideration at least 90 days prior to the Agreement anniversary date. Any changes to the Agreement shall be made in compliance with Section III, Paragraph 6 of this Agreement
4. Contingent upon available maintenance funding, the term of the Agreement may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed (6) months, upon written request of OC C-R and written concurrence of LA. The Agreement cannot exceed June 30, 2017 without the approval of the OC-Board of Supervisors.
5. Either Party may terminate this Agreement by giving sixty (60) days prior written notice thereof to the other Party.
6. This Agreement may be modified or amended only upon the mutual written consent of the Parties.
7. The Parties shall be subject to the terms and conditions of this Agreement.
8. LA will maintain and support a single-base of production code to be used by all Owner and Participant counties in order to ensure code integrity and consistency among the counties. This code will be documented and allow for the respective Owner and Participant counties to adapt their backend recording systems accordingly. This will ensure reliability and integrity of the SECURE software.

9. LA will not be responsible for any counties' recording systems or the interface of those counties' systems with SECURE as part of this Agreement.
10. Component 1: In the event that either party terminates this agreement, LA will be responsible for refunding a prorated portion of the advanced amount paid by OC C-R for maintenance based on the number of months LA invested in maintaining the system. Additionally, OC C-R will be responsible for any additional costs incurred by LA to fulfill their contractual obligations, including, but not limited to the provision of equipment, staff, or software.

Component 2: In the event that either party terminates this agreement, OC C-R will be responsible for paying a prorated amount of the total due based on any completed and approved deliverables, which have not previously been paid. For any deliverables incomplete at the time of termination, OC will pay a pro-rated amount if they choose to complete the deliverable and include in any future release.

IV. WORK

LA shall provide all applicable Work, with respect to each Component, all Tasks, Deliverables, services as specified in Exhibit A (Statement of Work) to this Agreement for each Component. Components are described as follows:

A. COMPONENT 1 - GENERAL/ROUTINE MAINTENANCE SERVICES:

1. MAINTENANCE

LA will provide SECURE general/routine maintenance services as specified in Exhibit A (Statement of Work) – Component 1, to this Agreement.

2. MODIFICATIONS AND ENHANCEMENTS

LA will provide modifications and enhancements as deemed necessary as specified in Exhibit A (Statement of Work) – Component 1, to this Agreement.

- 2.1. Regulatory Modifications: In the event that a system modification or enhancement is needed and not covered under Exhibit A (Statement of Work) and the change is deemed “significant,” as referred to in California Code of Regulations, Title 11, Division 1, Chapter 18, Article 6, section 999.167, OC C-R shall obtain a time and materials cost estimate from LA. OC C-R will approve and authorize LA to perform the work.

Payments will be scheduled based on agreed upon milestone payments per Exhibit B (Price Matrix).

- 2.2. In the event that Regulatory Modifications are only applicable to one Owner or Participant County, OC C-R shall obtain a time and materials cost estimate from LA and obtain approval from said county for the work. Cost for said work shall be paid by said county to OC C-R. OC C-R will then authorize LA to perform the work and submit payment to LA based on the project. Payments will be scheduled based on agreed upon milestone payments per Exhibit B (Price Matrix).
- 2.3. Custom Programming Modifications: In the event that a significant system modification is requested, OC C-R shall obtain a time and materials cost estimate from LA and obtain approval for the work and cost from the Owner counties prior to any work being completed. OC C-R will then authorize LA to perform the work. Payments will be scheduled based on agreed upon milestone payments per Exhibit B (Price Matrix).
- 2.4. In the event that Custom Programming Enhancement is only applicable to one Owner or Participant County, OC C-R shall obtain a time and materials cost estimate from LA and obtain approval from said county for the work. Cost for said work shall be paid by said county to OC C-R. OC C-R will then authorize LA to perform the work and submit payment to LA based on agreed upon milestone payments per Exhibit B (Price Matrix).
- 2.5. On occasion or from time-to-time, LA is authorized to hire professional staff to assist LA in completing a specific project. Such work will be provided in accordance with Exhibit A (Statement of Work), Section VIII, Paragraph A, item 5 (Additional Work) of this Agreement.
- 2.6. The SECURE Owner counties will approve all costs and initiation of modifications and/or enhancements at Owner's meetings, per the 2008 SECURE Multi-County Agreement. LA will review and develop the modifications and/or enhancements based on LA's Systems Development Methodology. LA will work with OC to ensure modifications and/or enhancement priorities are agreed upon. Enhancement work priority will be dictated by Owner counties.
- 2.7. Notwithstanding, paragraph 4(b) in the Multi-County Agreement dated August, 29, 2008, LA shall retain its equal

share of all ownership rights, title and interest in the SECURE system for any modifications and/or enhancements LA makes to the system under this maintenance Agreement.

B. COMPONENT 2 – Development of SECURE Version Three:

LA will develop and deliver a new version of SECURE, named SECURE Version Three, to OC C-R based on agreed-upon development methodologies. LA will provide staffing for the development of this new State Attorney General ("AG")-approved version of SECURE, as specified in Exhibit A (Statement of Work) – Component 2, to this Agreement.

1. LA will develop the project plan and specifications for the new version. Upon approval, LA will code, test and deliver to OC C-R the new version for testing and eventual deployment to production.
2. During the development process, LA will utilize the existing Issue Tracker Reports (Exhibit F) and Major Project Report (Exhibit G) formats for describing work performed, current status and work to be done. These reports will be sent and discussed periodically with OC C-R. Any issues brought up during the development process will be discussed at these meetings and reports will be kept updated as warranted.

V. SERVICES MATRIX

Parties herein agree that development and testing will take place in Los Angeles County (RR/CC Headquarters - Norwalk); while quality assurance and production, inclusive of the entire live system hosting and support, will take place in Orange County.

A. SERVICES TO BE PROVIDED BY LA:

1. SERVICES FOR COMPONENT 1:

- 1.1 Provide sufficient information technology (IT) staffing, hardware and software to carry out: Level II software support maintenance services in accordance with Service Level Agreement in Exhibit A (Statement of Work), analysis software/system problems, bug fixes, and approved enhancements to SECURE.
- 1.2 Custom Programming Enhancements will be mutually agreed upon by the Parties in accordance with Exhibit A (Statement of Work) to this Agreement. All project work will be approved in advance by the Owner counties.

- 1.2.1 Enhancements shall be scheduled and prioritized by the Owner counties and LA.
- 1.2.2 Approval of enhancement work shall take place during scheduled meetings and consent by a majority of the Owner counties' appointed representatives as identified in the Multi-County Agreement, Section 3 (Administration), Paragraph C.
- 1.3 For maintenance, modifications and enhancements, LA will utilize the existing Issue Tracker Reports (Exhibit F) and Major Project Report (Exhibit G) formats for describing work performed, current status and work to be done.

2. SERVICES FOR COMPONENTS 1 & 2:

- 2.1 LA will be the primary custodian of the SECURE software development process. All programming, database design, system testing and unit testing will take place in Norwalk at the LA offices, unless the two parties agree in writing for a change in this process.
- 2.2 LA will setup and maintain a development environment utilized by staff to develop the SECURE application, including enhancements and maintenance.
- 2.3 LA will setup a test environment utilized by staff to perform unit testing and system testing on the SECURE application during the development process and prior to release to quality assurance ("QA").
- 2.4 LA is responsible for the SECURE Application Programming Interface (API).
- 2.5 In the event that LA no longer supports maintenance of SECURE, LA agrees to provide OC C-R unrestricted, uninterrupted access to SECURE software source code for the purposes of depositing source code in escrow.
- 2.6 Support and coordinate regular software development planning meetings specified in Exhibit A (Statement of Work) of this Agreement to be held as agreed upon by the Parties.
- 2.7 Provide release notes and installation instructions for each new version of software developed by LA.

- 2.8 Upon OC C-R request, LA will provide remote assistance to OC C-R in working with the OC CEO/IT department to promote SECURE from QA to PRODUCTION at the OC CEO/IT location.

B. SERVICES TO BE PROVIDED BY OC C-R

1. Provide LA unrestricted, uninterrupted access to SECURE software source code.
2. OC C-R staff will be the only interface and point of contact with end users, submitters, and counties on all SECURE issues (collectively herein this Section V, Paragraph B, "Level I" support services), which include any software configuration or installation training, third-party software support, networking and hardware issues.
3. OC C-R will install and maintain all SECURE software at submitter and county sites.
4. OC C-R, after initial testing by LA, will validate all SECURE software prior to deploying at submitter and county sites. The validation will be done utilizing the OC C-R QA environment at the OC CEO/IT data center.
5. OC C-R will provide sufficient staffing to perform required work, such as administrative duties, database maintenance, user acceptance testing, installation, integration, end-user training, and Level I support.
6. OC C-R will continue to act as Level I support, taking all county and submitter calls.
7. OC C-R will make all best efforts to identify and resolve processing issues, hardware issues, communication issues, and user training issues.
8. OC C-R and LA will utilize the LA Problem Reporting Form as a support tool when contacting LA for Level II support (Exhibit E).
9. OC C-R shall provide a version of the base code to be kept in escrow and accessed by LA, as required by the California Department of Justice ("DOJ") Electronic Recording Delivery Systems ("ERDS") regulations.
10. OC C-R shall obtain approval by the AG for the new version of SECURE prior to deploying for production environment.

11. OC C-R shall ensure that a formal release process takes place for each software release that mitigates the impact to participating counties, as per SECURE Enhancement Policy dated June 29, 2010.
12. OC C-R will work with their CEO/IT department to promote SECURE into a production environment, hosted at the CEO/IT department.

VI. INDEMNIFICATION

1. The parties agree that, pursuant to Government Code 895.4, each of the Parties shall fully indemnify, and hold the other party's officers, board members, employees and agents, special districts harmless from any claim, expense or cost (including attorney's fees), damage or liability imposed for injury, occurring by reason of that party's negligent acts, omissions, or willful misconduct of its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party relating to this Agreement.
2. Notwithstanding any other provision in this Agreement and to the fullest extent allowed by law, OC-CR shall indemnify, defend and hold harmless LA from and against any and all claims, demands, suit actions, proceedings, judgments, losses, damages, injuries, penalties, costs (including attorney's fees), expenses and liabilities resulting from claims that the SECURE system that is in existence at the time of the execution of this Agreement infringes on the intellectual property rights of any third party, including without limitation copyrights, patents, or trademarks. This Section is not applicable to Component 2, the Development of SECURE Version 3, except to the extent arising from any portion of the SECURE system that is in existence at the time of the execution of this Agreement that is incorporated into SECURE Version 3.

VII. WARRANTIES AND REPRESENTATIONS

1. OC-CR has the full power and authority to contract for maintenance and other support services, including modification and enhancement of the SECURE system and all other rights granted by this Agreement to LA.
2. No consent of any other person, county, or entity is required by OC-CR to grant such rights, other than consents of San Diego and Riverside Counties, which OC-CR has obtained and are in effect.
3. LA is entitled to fully use and enjoy the SECURE system for all purposes in accordance with the terms of this Agreement.
4. All work provided by LA is provided as-is, without representation or warranty of any kind or nature as applicable to Component 1

(General/Routine Maintenance Services) and Component 2 (Development of SECURE Version Three).

5. LA Shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to OC-CR's satisfaction. LA shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and services furnished by LA under this Agreement. LA shall perform all work diligently, carefully, and in a good workman-like manner.
6. OC-CR's sole any exclusive remedy against LA under this agreement is sole re-performance of work as applicable to Component 1 (General/Routine Maintenance Services) and Component 2 (Development of SECURE Version Three).
7. LA shall have no liability for commercial loss, inconvenience, loss of use, time, data, good will, revenues, profits or savings; other special, incidental, or consequential damages in any way related to or arising from the Agreement or the performance of work by LA as applicable to Component 1 (General/Routine Maintenance Services) and Component 2 (Development of SECURE Version Three).

VIII. COSTS/COMPENSATION

A. COMPONENT 1 – GENERAL/ROUTINE MAINTENANCE:

1. General costs and prices are listed on Exhibit B (Price Matrix) of this Agreement.
2. Cost is based on dedicated staff outlined by classification in Exhibit B (Pricing Matrix). Cost will be evaluated regularly and may fluctuate based on annual review of employee benefits and overhead costs.
3. Software support services described in Exhibit A (Statement of Work) shall be paid annually in advance to LA at the price listed in Exhibit B (Price Matrix).
4. In the event a cost is to be incurred by LA for development, which is not covered by the annual payments, LA shall obtain approval from OC C-R prior to acquisition of any software or hardware mutually deemed necessary by the Parties to establish and continue providing a development environment for SECURE. LA is to be compensated for the acquisition within thirty (30) days of OC C-R's receipt of invoice.

5. System programming modifications, enhancements, and additional work shall be compensated using agreed-upon milestone payments per Exhibit B (Price Matrix).

B. COMPONENT 2 – Development of SECURE Version Three:

1. Cost is listed on Exhibit C (Price Matrix) of this Agreement.
2. SECURE Version Three services described in Exhibit A (Statement of Work) – Component 2, shall be paid as mutually agreed at the time of contract execution as specified in Exhibit C (Price Matrix).

IX. INVOICE AND PAYMENT

1. Services under Component 1:

- 1.1 LA will submit in advance, an annual invoice to OC-CR for Software support services. OC C-R shall pay invoice for Software support services within thirty (30) days of receipt of invoice. Invoices will be deemed received within 5 business days of date of invoice.
- 2.1 Modifications, enhancements, and additional work services shall be invoiced based on agreed upon milestone payment per Exhibit B (Price Matrix) and as described in Section IV, Paragraph A, item 2 (Modifications and Enhancements). Invoice will include a copy of the approved Custom Programming Modification Request form as set forth in Exhibit C (Price Matrix). OC-CR shall pay invoice within thirty (30) days of receipt of invoice.

2. Services under Component 2:

Mutually agreed payment for Component 2, as specified in Exhibit C (Price Matrix) shall be due forty-five (45) days after deliverables end dates, as agreed by both parties.

LA shall invoice OC C-R only for providing the Tasks, Deliverables, services, and other work specified in Exhibit A (Statement of Work). Each invoice shall include a signed Task/Deliverable Acceptance Certificate (Exhibit H), signed by the OC C-R Project Manager. LA's payments shall be due as specified above and as provided in Exhibit C (Pricing Matrix) for Component 2. LA shall be paid only for the Tasks, Deliverables, services, and other work approved in writing by the OC C-R. If the OC C-R does not approve work in writing or LA fails to provide the signed Task/Deliverable Acceptance Certificate, no payment shall be due to LA for that work until such time that OC C-R approval is provided in writing. OC C-R shall not unreasonably withhold written approval.

3. Agreement Termination

In the event that this agreement is terminated by either party, payments and/or reimbursement of funds will be administered as stated in Section III paragraph 10.

X. SEVERABILITY

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

XI. REVIEW FOR LEGAL ADEQUACY

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

XII. GOVERNING LAWS AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the parties agree to submit to the jurisdiction of such court in which the action is initiated. If the action is initiated by the county of Los Angeles, then the exclusive venue of the court of competent jurisdiction would be Los Angeles. If Orange County initiates an action, then the exclusive venue of the court of competent jurisdiction would be Orange County.

XIII. WAIVER

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

XIV. NOTICES

Each Party will appoint a person to serve as the official representative under this Agreement. All billings, or official communications provided for this Agreement shall be sent by postage prepaid first class mail to the respective Parties' as provided in this Paragraph. Unless otherwise provided under this Agreement, all notices, submissions or deliveries to be made to LA and OC C-R under this Agreement shall be directed as indicated below.

For the County of Los Angeles:

Michael Petrucello
Assistant Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7001, Norwalk, CA 90650
(562) 462-2712

For the County of Orange:

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

XV. DAILY OPERATIONS

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

For the County of Los Angeles:

Kai Ponte, Manager
Recorder & Management Systems
12400 Imperial Highway, Room 6011
Norwalk, CA 90650
(562) 462-2706

For the County of Orange:

Patrick Copland
SECURE Project Manager
12 Civic Center Plaza, Room
Santa Ana, CA 92701
(714) 834-4012

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**AGREEMENT BETWEEN
COUNTY OF ORANGE
AND
COUNTY OF LOS ANGELES
FOR
MAINTENANCE SERVICES TO SECURE SYSTEM**

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

COUNTY OF LOS ANGELES

COUNTY OF ORANGE

DEAN C. LOGAN
Registrar-Recorder/ County Clerk

TOM DALY
Clerk-Recorder

Date: _____

Date: _____

APPROVED AS TO FORM:
JOHN F. KRATTLI
Acting County Counsel

APPROVED AS TO FORM:
ORANGE COUNTY
County Counsel

By _____
Patrice Salseda
Senior Deputy County Counsel

By _____
Name:
Title:

Date: _____

Date: _____

Approved by the Los Angeles County Board of Supervisors on:

Date: _____

Approved by the Orange County Board of Supervisors on:

Date: _____

EXHIBIT A – STATEMENT OF WORK

1. INTRODUCTION

The items included in this Statement of Work (SOW) are designed to clarify and complement the information presented in the Agreement and to clarify the level of effort and duties to be performed by LA to provide services specified herein to the Multi-County “SECURE” Electronic Recording Delivery System (ERDS) (formally known as ERDS-CA). This document also incorporates by reference all obligations by the Parties as set forth in the body of the Agreement. Capitalized terms used herein shall have the meanings set forth in the body of the Agreement and if such terms are not defined in the Agreement, they shall have the meaning set forth in this SOW.

2. BACKGROUND

In 2008, the counties of Los Angeles, Orange, Riverside and San Diego collaborated on the Multi-County Agreement to purchase an ERDS under the authority of the State of California 2004 Electronic Recording Delivery Act, Assembly Bill 578, which authorizes statewide and national submitters to record documents electronically via a unified portal-based system. Under the Multi-County Agreement, Orange County is responsible for the acquisition, installation, implementation, support, and user training of SECURE, however, the four (4) Owner counties have an equal vote in any decisions, including enhancements, modifications, and maintenance to SECURE. The Owner counties determined to have LA IT staff perform Level II software support maintenance, problem analysis and resolution, modifications, and enhancements for SECURE to ensure its optimal performance.

3. STATEMENT OF WORK FORMAT

The Statement of Work is separated into two (2) distinct Components, titled as follows:

- Component 1 - General/Routine Maintenance Services
 - a) July 1, 2012 through December 31, 2013
 - b) January 1, 2014 through June 30, 2015

- Component 2 - Development of SECURE Version Three
 - July 1, 2012 through January 30, 2014

STATEMENT OF WORK

TABLE OF CONTENTS

1. SCOPE OF WORK..... 3

2. PROJECT PHASES..... 3

3. TASKS AND DELIVERABLES 3

 TASK 1 – SECURE ACQUISITION PHASE 3

 TASK 2 – SOFTWARE MAINTENANCE PHASE 4

STATEMENT OF WORK – COMPONENT 1

1. SCOPE OF WORK

This Component and all attachments hereto (collectively, “Component 1”) describes RR/CC responsibilities include, but are not limited to: (i) general/routine maintenance services (ii) modifications and enhancements and (iii) Level II support services as specified in this Exhibit A (Statement of Work) to this Agreement. OC-CR will reimburse LA for all costs associated with staffing, hardware, and software as specified in Exhibit B (Price Matrix).

2. PROJECT PHASES

The project charter will be developed and provide for two distinct phases:

- I. SECURE ACQUISITION: Formal transfer of the SECURE source code by OC C-R to LA.
- II. SECURE MAINTENANCE: LA will provide SECURE with ongoing Level II maintenance services.

3. TASKS AND DELIVERABLES

TASK 1 – SECURE ACQUISITION PHASE

- 1.1 LA will schedule a project meeting to review any needs for obtaining all software, third-party tools and needed components in order to have a fully-functional development environment.
- 1.2 All communications for this phase will be conducted through LA’s Project Manager and OC’s C-R Project Manager as indicated in Section XV of the Agreement.
- 1.3 Meetings will be conducted at least monthly or on an as needed basis to ensure progress is being made.
- 1.4 LA shall set up a development environment and a test environment similar to the quality assurance (QA) environment at the Orange County Data Center. These new development and test environments will provide a similar structure to that of OC C-R in terms of hardware, software and data connectivity.

EXHIBIT A – COMPONENT 1
GENERAL/ROUTINE MAINTENANCE SERVICES

- 1.5 OC C-R and LA Project Managers will communicate to ensure any operating system, security, or connectivity issues are resolved within sixty (60) days of the agreement effective date.
- 1.6 OC C-R will deliver SECURE source code into the LA development environment, and LA will test to validate functionality.
- 1.7 Upon verification of software functionality, LA shall be responsible for Level II software support of SECURE.

Deliverable Task 1 – SECURE Acquisition

OC C-R and LA shall confirm that Task 1 is complete by mutual written agreement.

TASK 2 – SOFTWARE MAINTENANCE PHASE

- 2.1 OC C-R will continue to provide Level I software support to SECURE and determine the severity level. LA will provide Level II software support for SECURE, adhering to the following Service Level Target (SLT):

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

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

- 2.2 LA will work with OC C-R to maintain a list of problem reports and prioritize the solutions in coordination with OC C-R.
- 2.3 LA will develop, code, and test the solutions following the software test plan that was used to develop the enhanced enterprise version of SECURE.

Deliverable Task 2 – SECURE Maintenance

Ongoing collaboration with OC C-R to resolve issues identified in the LA Problem Reporting Form (Exhibit D). LA will maintain a list of problem reports and prioritize the solutions in coordination with OC C-R.

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MAINTENANCE SERVICE TO SECURE SYSTEM

PRICE MATRIX

Service Description	Cost	Due
<p>General/Routine Maintenance: <u>July 1, 2012 through December 31, 2013 (18 months)</u> Includes one full time and one half time dedicated staff classified as follows:</p> <ol style="list-style-type: none"> 1) Senior Information Systems Analyst (one full time equivalent (FTE)) 2) Senior Application Developer (one-half FTE) 	\$520,500.00	First payment invoiced upon contract execution.
<p>General/Routine Maintenance <u>January 1, 2014 through June 30, 2015 (18 months)</u> <u>Any fiscal year thereafter @\$770,000 per year</u> Includes three dedicated staff classified as follows:</p> <ol style="list-style-type: none"> 1) Information Technology Specialist I 2) Senior Information Systems Analyst 3) Senior Application Developer 	\$1,155,000.00	Invoiced every December prior to year of service
Modifications	Agreed Upon Amount per requirements	As Agreed to by OC-CR and LA using milestone payments
Enhancements	Agreed Upon Amount per requirements	As Agreed to by OC-CR and LA using milestone payments
Additional Work	Agreed Upon Amount per requirements	As Agreed to by OC-CR and LA using milestone payments

Refer to Paragraph VIII (Cost/Compensation), Number 2 of the Agreement

Staff Classification and Duties:

The staff dedicated to this project from July 1, 2014 through June 30, 2015 and every fiscal year thereafter, will be tasked with the continued maintenance and support of SECURE. The Senior Information Systems Analyst and Senior Application Developer will focus exclusively on the ongoing development; security testing, required updates based on requirements from the DOJ, ensuring best practices are applied for patching and software platform changes. Staff will be expected to know the databases used in SECURE and ensure they are fully optimized, tuned and reliable. The Information Technology Specialist will focus on ensuring the needs of the participating counties are met within the software framework; will document both requirements and specifications; review requests for change and provide input; any reporting needs will be documented and tested; ensuring all code is fully tested and functional based on test cases developed; document any remediation; work closely with the two developers to validate changes to the code and perform regression testing as needed. The senior analyst is expected to become the primary liaison between LA and Orange County and will work with Orange County's CEO/IT to move systems into production.

Exhibit C - Refer to Exhibit A
Statement of Work - Component 2

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

SECURE
CUSTOM PROGRAMMING MODIFICATION REQUEST

This document is used to request and document a baseline/custom programming modification and database table updates.

Project/Module: _____

Date _____

Requester's Name _____

Phone: _____

Contact Person _____

Phone: _____

Modification Type:

- Enhancement
- Design Clarification
- Other _____

Modification Description *(Attach other pages if necessary):*

Comments:

APPROVALS:

_____	_____	_____
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Requestor Name (Print)

Signature

Date

_____	_____	_____
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OC C-R

Signature

Date

_____	_____	_____
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RR/CC

Signature

Date

PROBLEM REPORTING FORM

Please fill out the following information when contacting the Los Angeles County Technical Team for SECURE Support.

DATE:

PARTNER OR SUBMITTER NAME:

MODULE IDENTIFIED:

DESCRIPTION OF ISSUE:

STEPS TO REPRODUCE:

SOLUTIONS ATTEMPTED:

ISSUE TRACKER REPORT (Example only)

JEDI Project List																			
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
ID	Finish Date	Executive/Title	Executive/Title	Title 1	Title 2	Title 3	Title 4	Title 5	Status	Assigned To	Closed Date	Remaining Work	Story Points	Task request number	Activity				
1				Project: JEDI Server: http://jedi001.s080/hky/jed_projects Query: Iteration backlog (Future) List type: True															
3	4/4/2011	Finance and Management Cost Accounting System	ECAPS Reporting		ERS Data File Creation				Active	Nilsa Christopher			100						
4	4/6/2011				Create EES Job Cost Extractor Application				Resolved	Nilsa Christopher	7/22/2011 9:14 AM		20						
5	4/6/2011				Create Inventory Reports				Closed	Rainer Encarnacion			0						
6	4/4/2011				Job Cost Accounting System Reports				Active	Nilsa Christopher			40	4776					
7	5/01				Add fields to Job Cost SP				Active	Nilsa Christopher	2/15/2011 8:57 AM		100						
8	5/04				Create Job Cost Accounting Reports				Closed	Christopher Palma			0						
9	5/03								Active	Nilsa Christopher			50						
10	3/19/2012	Business Filing and Registration Phase IV (Fictitious Business Name (FBN))	Chk (BFR) - v4.0						Active	Jaime Palma			500						
11	11/90				BFR Order Tracking - Phase III				Active	Vanessa Lam			200						
12	4/06				Registration (Bonds) Kiosk Module				Active	Vanessa Lam			100						
13	4/00				Process Server				Active	Leo Chang			17						
14	4/01				Professional Photocopier				Active	Leo Chang			45						
15	3/30/00				Registration (Bonds) Kiosk Module - v4.5				Active	Vanessa Lam			100						
16	3/08				Legal Document Assistant (LOA)				Active	Leo Chang			50						
17	3/09				Unifair/ Detainer Assistant (UDA)				Active	Leo Chang			50						
18	2002				BFR Kiosk Enhancements				Active	Leo Chang			16						
19	2/42				BFR Kiosk Enhancements				Active	Vanessa Lam			80	4925					
20	2187				Legacy Number Enhancement to Kiosk and FBN Web Lookup (Lanote.net)				Active	Leo Chang			25	4925					
21	1680				Legacy Doc # displayed on kiosk search				Closed	Vanessa Lam	10/19/2011 1:28 PM		0	4925					
22	2244				Spec for BFR Kiosk/Search enhancements				Closed	Leo Chang			4						
23	2244				Update Web Search Results on LAnote.Net to include Legacy				Active	Leo Chang			4						
24	4/30				Notary Oath / Bond				Active	Jaime Palma			100						
25	1561				Notary Oath / Bond				Active	Damian Murillo			42						
26	446				Oaths Phase II - v4.0				Active	Jaime Palma			50						
27	560				Humane Officers				Closed	Damian Murillo	10/28/2011 8:11 AM		0						
28	2289				Registration (Bonds) Order Tracking / indexing Module				Active	Tamlin Martinez			0						
29	2293				Registration Legacy Controls				Active	Damian Murillo			0	175					
30	400				Registration Replacement Process				Active	Damian Murillo			0						
31	2275				Process Server				Closed	Damian Murillo	11/28/2011 11:12 AM		0						
32	419				Process Server Renewal Process				Active	Damian Murillo			0						
33	568				Professional Photocopier				Active	Damian Murillo			35						
34	361				Bond, Oath and Notary Oath Card Views and User Control implementation				Active	Mike Langhans			20						
35	594				BFR E-Forms design and implementation for Process Server & Professional Photocopier				Active	Hamed Sepahani			5						
36	472				Create Bond Card View and User Controls				Closed	Mike Langhans	11/21/2011 9:00 AM		0						
37	2170				Create Bond Card View and User Controls				Closed	Mike Langhans	2/1/2011 2:15 PM		0						
38	2168				Create Notary Oath Card View and User Controls				Active	Mike Langhans			8						
39	538				Chain Oath Card View and User Controls				Closed	Mike Langhans	11/21/2011 9:00 AM		0						
40	600				Registration Panel				Closed	Mike Langhans	2/7/2011 9:02 AM		0						
41	524				Registration Search Panel				Closed	Mike Langhans	3/24/2011 3:45 PM		0						
42	2245				Update Registration Name table				Closed	Mike Langhans	2/1/2011 1:19 PM		0						
43	1493				BFR Receipt and Order Tracking Enhancements				Active	Christopher Palma			12	4917					
44	1456				Modify BFR Receipt				Active	Christopher Palma			0	4917					
45	2301				BFR Receipt and POS Display Enhancements				Closed	Christopher Palma	5/22/2011 1:11 PM		0	4917					
46	447				Oaths Phase II - v4.5				Active	Jaime Palma			50						
47	1608				Probate Referee				Active	Damian Murillo			15						
48	1609				Recorder Efficiency Phase III - JEDI v4.0				Active	Christopher Palma			100						
49	2122				Add Received Method "DAR - Counter (Upfront Scan)" to the Batch Management Indexing Queue. Implement the "DAR - Counter (Upfront Scan)" received method option in Examination Module.				Active	Juan Pastor			5						
									Active	Christopher Palma			40						

IterationBacklog_Summary_v2.xlsx

MAJOR PROJECT REPORT (Example only)

http://ssqlapp1:8082/view_report.aspx?view=data&d=11

Active Projects for 384 with Latest Comments

click on column headings to sort

project #	TS Request #	category	desc	full description	assigned to	Date Requested	comment date	Latest Comment
5135	000-00-00	Communication	Voicemail for Harrell Harper on line x3001	Update voicemail recording on phone ext. 3001.	Carmen	11/03/2011	11/14/2011	11/14/2011 Provided Estimate Cost of \$314. Acct Code A11300-97020. Original form sent to Carmen Washington for Budget approvals. 562-462-3001 ADD voicemail for Harrell Harper E497136. REMOVE Narita Wheat E479501 she has transferred to another department.
5134	384-11-03		DRD Sections Shared Drive	Emmanuel Anyiwo: The following shared drives for each Section under the Document Recording Division need to be accessed by Keysha Ramcharan (e 411867), Staff Assistant. Please see attached.		11/03/2011		
5129	386-11-18		Upfront Scanning Enhancement	Bessie O'Camb: The following is a list of enhancements for the Upfront Scanning process. 1. Electronic Endorsement of document number on each subsequent page. 2. The users requested to have the system automatically print certified copies if they are purchased at the time of recording. 3.PCOR, NPR scanning into additional tabs and electronically transmitting to the Assessor's. 4.Dual screen support.	Jaime	10/24/2011	11/14/2011	In review by KP/JP
5119	391-11-16		JEDI Automatic Rejection Letter Enhancement Request	Darla Neal: We are requesting the tracking number automatically be added to the rejection letter when it is created.	Jaime	10/21/2011	11/03/2011	In review by KP/JP
5118	391-11-15		JEDI Order Tracking Enhancement Request	Darla Neal: We are requesting functionality be added to JEDI that will allow BFR supervisors to edit the FBW Group to change linking relationships.	Jaime	10/21/2011	11/03/2011	In review by KP/JP
5107	000-00-00	Communication	PHONE RELOCATION:	Requesting to have phone relocated within the same floor and Section. Extension 2022 is to be relocated to another cubicle.	Carmen	10/18/2011	10/28/2011	6/16/2011 COMPLETED
5106	000-00-00	Communication	TRANSFER OF VOICEMAIL: MARIA D. GARCIA AND BLESILDA O'CAMB	Requesting to have voice mails transferred from (562)462-2049 (1st floor/room), to (562) 462-2066 (4th floor room 4209) and add extension 2741 and 2068.	Carmen	10/18/2011	10/22/2011	10/22/2011 Created EMS 52430 order to have voicemail lines relocated and add lines to x2066.

TABLE OF CONTENTS

1. SCOPE OF WORK.....	2
2. PROJECT PHASES	2
3. TASKS AND DELIVERABLES	2
TASK 1 – SECURE ASSESSMENT PHASE	2
TASK 2 – SECURE DEVELOPMENT PHASE	3
TASK 3 – ACCEPTANCE TESTS	4
TASK 4 – SECURE RELEASE PHASE.....	6

STATEMENT OF WORK – COMPONENT 2

1. SCOPE OF WORK

This Component and all attachments hereto (collectively, “Component 2”) describes RR/CC responsibilities for development of a new State Attorney General-approved version of SECURE, to be known as Version Three. OC-CR will reimburse LA for all costs associated with staffing, hardware, and software as specified in Exhibit C – Component 2 (Price Matrix).

2. PROJECT PHASES

The project will consist of three distinct phases, leading to the release of Secure Version Three:

- I. **SECURE ASSESSMENT:** LA will develop a project charter, project plan, and work with OC-CR to identify required changes, document and determine the best methods for optimizing SECURE.
- II. **SECURE DEVELOPMENT:** LA staff will develop SECURE Version Three based on the SECURE assessment.
- III. **SECURE RELEASE:** LA staff will write specifications, design, code and provide testing support in preparation for the release of SECURE Version Three.

3. TASKS AND DELIVERABLES

TASK 1 – SECURE ASSESSMENT PHASE

Within sixty (60) days or as soon as practical after the Agreement effective date:

- 1.1 LA will develop and deliver a Project Control Document (PCD) to OC C-R as specified in Exhibit I. The PCD will include the following:
 - Project Charter
 - Project Schedule
 - Risk Assessment and Management Plan
- 1.2 LA will identify required changes, document and determine the best methods for enhancing SECURE.
- 1.3 LA will develop a plan for server Architecture Optimization.

- 1.4 All communication for this phase will be conducted through LA’s Project Manager and the OC C-R Manager as indicated in Section XV of the Agreement.

Deliverable Task 1 – SECURE Assessment

OC C-R and LA shall confirm that Task 1 is complete by mutual written agreement.

TASK 2 – SECURE DEVELOPMENT PHASE

- 2.1 Based on meetings with Owner Counties and consensus from OC C-R, LA will develop a written Requirements Document for the SECURE Version Three. LA will then use the Requirements Document to create a Specifications Document for Version Three of SECURE.
- 2.2 LA will develop, code, and unit test SECURE Version Three.
- 2.3 LA will work with OC C-R to develop a software testing plan for software release that includes items in the following matrix:

Step	Objective	Responsibility
Unit testing	<ul style="list-style-type: none"> Verify the functionality of a specific section of code, usually at the functional level. This is usually at the class level, and the minimal unit tests will include the constructors and destructors 	LA County
Integration testing	<ul style="list-style-type: none"> Verify the interfaces between components against a software design To expose defects in the interfaces and interaction between integrated components (modules) 	LA County
System Testing	<ul style="list-style-type: none"> To test the completely integrated system to verify that it meets its requirements based on test cases developed by Orange County 	Orange County (Test Cases) LA County (Testing)
Regression Testing	<ul style="list-style-type: none"> To ensure that other functions of the software are not unintentionally impacted by the software changes to be implemented 	LA County
Performance Testing	<ul style="list-style-type: none"> To ensure that the software meets performance requirements (response time, stability) 	LA County
Software Turnover for User Acceptance Testing	<ul style="list-style-type: none"> To provide a walkthrough of the software to Orange County including a functional walkthrough, delivery of test results verifying that software has been tested by LA County. 	LA County and Orange County
User Acceptance Testing	<ul style="list-style-type: none"> To obtain confirmation that a system meets mutually agreed-upon requirements 	Orange County
Defect Resolution	<ul style="list-style-type: none"> To address/resolve defects identified by Orange County in User Acceptance Testing 	LA County

- 2.4 The new version of SECURE will be deployed by OC C-R and LA staff to the QA environment at OC C-R for testing and approval.
- 2.5 OC C-R will forward the enhanced enterprise version of SECURE for approval by the California Department of Justice (DOJ) ERDS Program.
- 2.6 Upon approval by the California DOJ ERDS Program, the new SECURE Version Three will be released by OC C-R to the participating counties in their production environments.

Deliverable Task 2 – SECURE Development

Upon completion of coding, LA will release to OC C-R the new SECURE Version Three for testing in the quality assurance environment. All documentation required for this software, user documentation, test plans, and installation documentation will be included.

TASK 3 – ACCEPTANCE TESTS

- 3.1 After LA delivers to OC C-R a completed Task/Deliverable Acceptance Certificate (Exhibit H) of the applicable installation tests, OC C-R may conduct any and all tests, at OC C-R's sole discretion, to determine System functionality and reliability with the active assistance of LA. The tests (collectively, the "Acceptance Tests") will include, but are not limited to, the following:
 - 3.1.1 Initial System component tests to determine whether each System component has been properly installed and is working in accordance with all applicable Specifications;
 - 3.1.2 Integrated System component test to determine whether each System component interfaces and integrates with other System components already installed and whether each such System component can be used in the approved operating configuration and operates in accordance with all applicable Specifications and this Agreement;
 - 3.1.3 The final System test shall ensure that all System components of the application and of all previous updates and modifications interface and integrate with System and each other in the approved operating configuration and operate in accordance with all applicable Specifications and this Agreement.

3.2 Failed Acceptance Testing

If OC C-R Project Manager makes a good faith determination that a System component has not successfully completed an Acceptance Test, OC C-R Project Manager shall promptly notify LA by email of such failure, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. For the purpose of Paragraph 3.2 “notification” or “in writing” shall mean communication by email. LA shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. LA shall notify OC C-R’s Project Manager when such corrections, repairs and modifications have been completed, and the Acceptance Tests shall begin again. If, after the applicable Acceptance Test has been completed for a second time, OC C-R’s Project Manager makes a good faith determination that the System component or System again fails to pass the applicable Acceptance Test, OC C-R’s Project Manager shall promptly notify LA in writing, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. LA shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Such procedure shall continue until such time as OC C-R notifies LA in writing either: (i) of the successful completion of such Acceptance Test or (ii) that OC C-R has concluded in its sole judgment that satisfactory progress toward such successful completion is not being made, in which latter event OC C-R shall have the right, in OC C-R's sole judgment, to terminate this Agreement.

3.3 Task/Deliverable Acceptance Certificate

After OC C-R's Project Manager has determined that the System, as a whole, has achieved Acceptance, as set forth in Section 3.1, OC C-R’s will countersign the applicable Task/Deliverable Acceptance Certificate. OC C-R will not unreasonably withhold approval signature.

Deliverable Task 3 – Acceptance testing

LA will provide a complete Acceptance Test.

TASK 4 – SECURE RELEASE PHASE

LA will work with OC C-R to ensure the new version of SECURE is deployed to the OC C-R production centers. LA will train OC C-R staff to support SECURE Version Three.

Deliverable Task 4 – SECURE Release Support

LA will provide remote support as needed to ensure OC C-R staff can successfully deploy SECURE Version Three to production.

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**SECURE VERSION THREE SERVICE
TO SECURE SYSTEM**

PRICE MATRIX

Service Description	Cost	Due
Source Code Stabilization July 1, 2012 through January 31, 2014 Includes: ITSSMA, Software, Hardware	1,170,000.00	Payment due 45 days after deliverable's end dates

Refer to Paragraph VIII (Cost/Compensation), Number 2 of the Agreement

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

SECURE
CUSTOM PROGRAMMING MODIFICATION REQUEST

This document is used to request and document a baseline/custom programming modification and database table updates.

Project/Module: _____

Date _____

Requester's Name _____

Phone: _____

Contact Person _____

Phone: _____

Modification Type:

- Enhancement
- Design Clarification
- Other _____

Modification Description *(Attach other pages if necessary):*

Comments:

APPROVALS:

Requestor Name (Print)	Signature	Date
------------------------	-----------	------

OC C-R	Signature	Date
--------	-----------	------

RR/CC	Signature	Date
-------	-----------	------

PROBLEM REPORTING FORM

Please fill out the following information when contacting the Los Angeles County Technical Team for SECURE Support.

DATE:

PARTNER OR SUBMITTER NAME:

MODULE IDENTIFIED:

DESCRIPTION OF ISSUE:

STEPS TO REPRODUCE:

SOLUTIONS ATTEMPTED:

ISSUE TRACKER REPORT (Example only)

JEDI Project List														
ID	Finish Date	Executive Title	Title 1	Title 2	Title 3	Title 4	Title 5	Status	Assigned To	Closed Date	Remaining Work	Story Points	Task request number	Activity
1														
Project: JEDI Server: http://jedi001.s080/hk/jedi_projects Query: Iteration backlog (Future) List type: True														
3	4/4/2011	Finance and Management Cost Accounting System	ECAPS Reporting	ERS Data File Creation				Active	Nilsa Christopher			100		
4	4/6/2011			Create EES Job Cost Extractor Application				Resolved	Nilsa Christopher	7/22/2011 9:14 AM		20		
5	4/6/2011			Create Inventory Reports				Closed	Rainer Encarnacion			0		
6	4/7/2011			Job Cost Accounting System Reports				Active	Nilsa Christopher			40	4776	Development
7	5/01/2011			Add fields to Job Cost SP				Active	Nilsa Christopher	2/15/2011 8:57 AM		100		Development
8	5/04/2011			Create Job Cost Accounting Reports				Closed	Christopher Palma			50		Development
9	5/03/2011							Active	Nilsa Christopher					Development
10	3/19/2012	Business Filing and Registration Phase IV (Fictitious Business Name (FBN))	Check (BFR) - v4.0					Active	Jaime Palma			500		
11	11/90			BFR Order Tracking - Phase III				Active	Vanessa Lam			200		
12	4/06			Registration (Bonds) Kiosk Module				Active	Vanessa Lam			100		
13	4/00			Process Server				Active	Leo Chang			17		Development
14	4/01			Professional Photocopier				Active	Leo Chang			45		Development
15	3/30/2012			Registration (Bonds) Kiosk Module - v4.5				Active	Vanessa Lam			100		Development
16	3/30/2012			Legal Document Assistant (LOA)				Active	Leo Chang			50		Development
17	3/30/2012			Unifairful Detainer Assistant (UDA)				Active	Leo Chang			50		Development
18	2/00/2012			BFR Kiosk Enhancements				Active	Leo Chang			16		Development
19	2/24/2012			Legacy Number Enhancement to Kiosk and FBN Web Lookup (Lanote.net)				Active	Vanessa Lam			25	80	4925
20	2/18/2012			Legacy Doc # displayed on kiosk search				Active	Leo Chang	10/19/2011 1:28 PM		4	4925	Requirements
21	1/58/2012			Spec for BFR Kiosk/Search enhancements				Closed	Vanessa Lam			0		4925
22	2/24/2012			Update Web Search Results on LAnote.Net to include Legacy				Active	Leo Chang			4		Development
23	4/29			Notary Oath / Bond				Active	Jaime Palma			100		
24	4/30			Notary Oath / Bond				Active	Damian Murillo			42		Development
25	1/56/2012			Notary Oath - v4.0				Active	Jaime Palma			0	50	
26	4/46			Humane Officers				Closed	Damian Murillo	10/28/2011 8:11 AM		0		Development
27	1/50			Registration (Bonds) Order Tracking / indexing Module				Active	Tamara Martinez			0	175	
28	2/28/2012			Registration Legacy Controls				Active	Damian Murillo			0		Development
29	2/29/2012			Registration Replacement Process				Active	Damian Murillo			0		Development
30	4/00			Process Server				Closed	Damian Murillo	11/28/2011 11:12 AM		0		Development
31	2/27/2012			Process Server Renewal Process				Active	Damian Murillo			0		Development
32	4/19			Professional Photocopier				Active	Damian Murillo			35		Development
33	3/19/2012			Bond, Oath and Notary Oath Card Views and User Control implementation				Active	Mike Langhans			20		Development
34	3/61			BFR E-Forms design and implementation for Process Server & Professional Photocopier				Active	Hamed Sepahani			5		Development
35	5/04			Create Bond Card View and User Controls				Closed	Mike Langhans	11/21/2011 9:00 AM		0		Development
36	4/72			Create Bond Card Views for BFR				Closed	Mike Langhans	2/1/2011 2:15 PM		0		Development
37	2/17/2012			Create Notary Oath Card View and User Controls				Active	Mike Langhans	11/21/2011 9:00 AM		8		Design
38	2/16/2012			Chain Oath Card View and User Controls				Closed	Mike Langhans	11/21/2011 9:00 AM		0		Design
39	1/58			Registration Panel				Closed	Mike Langhans	2/7/2011 9:02 AM		0		Development
40	6/00			Registration Search Panel				Closed	Mike Langhans	3/24/2011 3:45 PM		0		Development
41	5/24			Update Registration Name table				Closed	Mike Langhans	2/1/2011 1:19 PM		0		Development
42	2/45			BFR Receipt and Order Tracking Enhancements				Active	Christopher Palma			0	4917	Requirements
43	1/49/2012			Modify BFR Receipt				Active	Christopher Palma			12		4917
44	1/45/2012			BFR Receipt and POS Display Enhancements				Closed	Christopher Palma	5/22/2011 1:11 PM		0	4917	Development
45	2/01/2012			Oaths Phase III - v4.5				Active	Jaime Palma			50		
46	4/47			Probate Referee				Active	Damian Murillo			15		Development
47	1/50/2012			Recorder Efficiency Phase III - JEDI v4.0				Active	Christopher Palma			5	100	
48	1/50/2012			Add Received Method "DAR - Counter (Upfront Scan)" to the Batch Management Indexing Queue.				Active	Juan Pastor			5		Development
49	2/12/2012			Implement the "DAR - Counter (Upfront Scan)" received method option in Examination Module.				Active	Christopher Palma			40		Development

IterationBacklog_Summary_v2.xlsx

MAJOR PROJECT REPORT (Example only)

http://ssqlapp1.8082/view_report.aspx?view=data&d=11

Active Projects for 384 with Latest Comments

click on column headings to sort

project #	TS Request #	category	desc	full description	assigned to	Date Requested	comment date	Latest Comment
5135	000-00-00	Communication	Voicemail for Harrell Harper on line x3001	Update voicemail recording on phone ext. 3001.	Carmen	11/03/2011	11/14/2011	11/14/2011 Provided Estimate Cost of \$314. Acct Code A11300-97020. Original form sent to Carmen Washington for Budget approvals. 562-462-3001 ADD voicemail for Harrell Harper E497136. REMOVE Narita Wheat E479501 she has transferred to another department.
5134	384-11-03		DRD Sections Shared Drive	Emmanuel Anyiwo: The following shared drives for each Section under the Document Recording Division need to be accessed by Keysha Rancharan (e 411867), Staff Assistant. Please see attached.		11/03/2011		
5129	386-11-18		Upfront Scanning Enhancement	Bessie O'Camb: The following is a list of enhancements for the Upfront Scanning process. 1. Electronic Endorsement of document number on each subsequent page. 2. The users requested to have the system automatically print certified copies if they are purchased at the time of recording. 3.PCOR, NPR scanning into additional tabs and electronically transmitting to the Assessor's. 4.Dual screen support.	Jaime	10/24/2011	11/14/2011	In review by KP/JP
5119	391-11-16		JEDI Automatic Rejection Letter Enhancement Request	Darla Neal: We are requesting the tracking number automatically be added to the rejection letter when it is created.	Jaime	10/21/2011	11/03/2011	In review by KP/JP
5118	391-11-15		JEDI Order Tracking Enhancement Request	Darla Neal: We are requesting functionality be added to JEDI that will allow BFR supervisors to edit the FBN Group to change linking relationships.	Jaime	10/21/2011	11/03/2011	In review by KP/JP
5107	000-00-00	Communication	PHONE RELOCATION:	Requesting to have phone relocated within the same floor and Section. Extension 2022 is to be relocated to another cubicle.	Carmen	10/18/2011	10/28/2011	6/16/2011 COMPLETED
5106	000-00-00	Communication	TRANSFER OF VOICEMAIL: MARIA D. GARCIA AND BLESILDA O'CAMB	Requesting to have voice mails transferred from (562)462-2049 (1st floor/room), to (562) 462-2066 (4th floor room 4209) and add extension 2741 and 2068.	Carmen	10/18/2011	10/22/2011	10/22/2011 Created EMS 52430 order to have voicemail lines relocated and add lines to x2066.

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

Registrar-Recorder County Clerk 12400 Imperial Highway Norwalk, CA 90650		TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE		CONTRACT NUMBER
		TITLE
FROM: _____ Kai Ponte, LA's Project Manager <i>(Signature Required)</i>	TO: _____ Patrick Copland, OC C-R Project Manager	
LA hereby certifies to OC C-R that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) OC C-R's approval of all Work performed in connection with such Tasks and Deliverables. LA further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. OC C-R's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments:		
<p>Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.</p>		
<p><u>OC C-R's Acceptance:</u></p>		
NAME _____ SIGNATURE _____ DATE _____ Patrick Copland, OC C-R Project Manager		

PROJECT CONTROL DOCUMENT

SECURE_ERDS > SECURE

SECURE

Home

SECURE > Project Control Wiki > Home

Home

SECURE v3 - Project Control Wiki

The Project Control Wiki contains a collection of essential project related documents. Click on the link to view the document.

- [Project Charter](#)
- [Project Schedule](#)
- [Risk Assessment and Mangment](#)
- [Project Contact List](#)
- [Custom Programming Modification Request](#)
- [Task/Deliverable Acceptance Certificate](#)
- [Problem Reporting Form](#)

Last modified at 5/3/2012 10:50 AM by Christopher Palma

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Team Web Access

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- » My Dashboard
- » Project Dashboard

Excel Reports

Reports

Documents

- » Team Wiki
- » Shared Documents
- » Samples and Templates
- » Project Control Wiki

Lists

- » Calendar

Process Guidance

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- » Home
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Multi-County Agreement

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

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

RECITALS

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

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

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

AGREEMENT

1. Statement of Purpose:

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

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

2. Term:

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

3. **Administration:**

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

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

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

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

4. **Ownership:**

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

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

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

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

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

5. **Cost:**

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

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

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

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

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

6. **Termination:**

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

7. **Indemnification:**

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

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

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

8. Cooperation of parties:

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

9. Modification:

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

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

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

10. Additional parties:

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

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

11. Successors and assigns:

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

12. Assignment:

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

13. Review for legal adequacy:

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

14. Governing laws and venue:

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

15. Waiver:

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

16. Severability:

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

17. Notices:

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

The County of Los Angeles:

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

The County of Orange:

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

The County of Riverside:

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

The County of San Diego:

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

18. **Signature in Counterparts:**

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

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

THE COUNTY OF LOS ANGELES:

By: Dean C. Logan

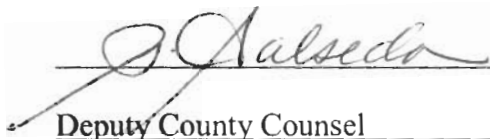
Signature: _____

Title: Los Angeles County Registrar-Recorder/County Clerk

Dated: _____

THE COUNTY OF LOS ANGELES COUNTY COUNSEL:

Approved as to form by: Patrice Salseda

Signature:  _____

Title: Deputy County Counsel

Dated: July 23, 2008

Approved by the County of Los Angeles Board of Supervisors on: _____

18. Signature in Counterparts:

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

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

THE COUNTY OF ORANGE:

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

THE COUNTY OF ORANGE COUNTY COUNSEL:

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

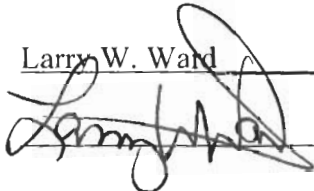
Approved by the County of Orange Board of Supervisors on: 8/19/08

18. Signature in Counterparts:

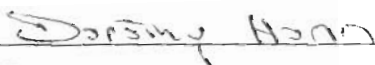
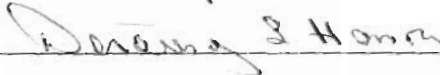
This Agreement may be executed in counterparts by all Counties. The Agreement is in effect as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

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

THE COUNTY OF RIVERSIDE:

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

THE COUNTY OF RIVERSIDE COUNTY COUNSEL:

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

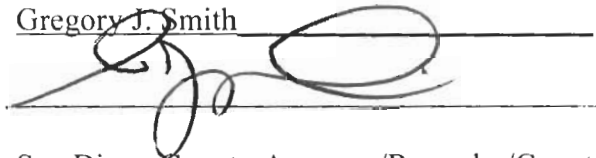
Approved by the County of Riverside Board of Supervisors on: 7-22-08

18. Signature in Counterparts:

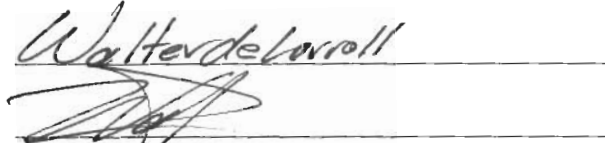
This Agreement may be executed in counterparts by all Counties. The Agreement is in effect as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

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

THE COUNTY OF SAN DIEGO:

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

THE COUNTY OF SAN DIEGO COUNTY COUNSEL:

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

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

EXHIBIT A

Responsibilities

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

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

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

Powers

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

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

EXHIBIT B

Costs

The Lead County, shall:

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

EXHIBIT C

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

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