

STANDARD AGREEMENT (Rev. 05/19)

1. This Agreement is entered into on this ____ day of _____, 20__, by and between the California Electronic Recording Transaction Network Authority ("CERTNA") and the Grantee named below: GRANTEE'S NAME:

2. The term of this Agreement is one (1) year commencing upon the date of the CERTNA Board of Directors approval of this Agreement and terminating on the date that is one year thereafter.

3. The maximum amount granted under this Agreement is TEN THOUSAND and 00/100 DOLLARS (\$10,000.00).

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement.

- Exhibit A – Authority, Purpose and Scope of Work
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – CERTNA General Terms and Conditions

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

GRANTEE

CERTNA

County of _____

Chairman, Board of Supervisors

Richard Sherman
Strategic Operations Director
701 Ocean Street, RM 230
Santa Cruz, CA 95060

Approved as to Form:

Approved as to Form:

County Counsel

Nubia Goldstein
CERTNA General Counsel

By:

By:

Nubia Goldstein
CERTNA General Counsel

Deputy County Counsel

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Electronic Recording Delivery System (ERDS) Program Grant

1. Authority

Pursuant to the Electronic Recording Delivery Act of 2004, set forth at California Government Code section 27390 et seq., and the regulations promulgated thereunder, set forth at California Code of Regulations ("CCR"), Title 11, Division 1, Chapter 18, Articles 1 through 9 (referred to herein, collectively, as the "Act"), the California Electronic Recording Transaction Authority (herein referred to as "CERTNA") has established a grant program to assist California counties that record 20,000 or fewer documents annually with the direct costs of implementing or operating an electronic recording delivery system (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program, as set forth in the Act.

2. Purpose

In accordance with the authority cited above, the Grantee has applied to CERTNA for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). CERTNA has agreed to make the Grant, as a financial incentive based on Grantee's execution of an Electronic Recording Delivery System ("ERDS") Memorandum of Understanding, participation in the Department of Justice ERDS Program and this Agreement. Based on the representations of Grantee set forth in its Application, incorporated herein by this reference, CERTNA shall provide a Grant in the amount shown below for the purpose of paying for the direct costs of implementing or operating an ERDS, including, but not limited to, G2G functionality, purchase of workstation(s), recording system interface to CERTNA, initial system audit, and DOJ ERDS program participation costs.

3. Scope of Work

Grant funds shall be used to pay the direct costs of implementing an ERDS as follows:

- a. ERDS/G2G Workstation(s): \$ _____
- b. Vendor Interface: \$ _____
- c. Initial System Audit: \$ _____
- d. DOJ ERDS Program Participation Costs: \$ _____
- d. Other: \$ _____

4. Grant Amount

The total amount of this Grant is \$_____.

5. Timeline for ERDS Implementation

In applying for and being awarded the Grant, Grantee agrees to begin the Scope of Work within one (1) year of receiving Grant funds and complete all portions of the Scope of Work within two (2) years of receiving Grant funds pursuant to this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

ERDS Program Grant

1. Allowable Uses of Grant Funds

Grant funds shall only be used for the direct costs of implementing or operating an electronic recording delivery system, including, but not limited to, G2G functionality, purchase of workstation(s), recording system interface to CERTNA, initial system audit, and DOJ ERDS program participation costs.

Grant funds shall not be expended for the administrative costs of persons directly employed by the Grantee or for other associated "soft" costs that are not directly related to the implementation or operation of an electronic recording delivery system.

2. Performance

Grantee shall take such actions, pay such expenses and do all things necessary to complete the Scope of Work specified in Exhibit A in accordance with the timeline for implementation set forth therein and in accordance with the terms and conditions of this Agreement.

3. Fiscal Administration

Term: The effective date of this Agreement is the date upon which it is executed by CERTNA and the Agreement shall continue in effect for one year. CERTNA shall disburse the approved grant amount within 30 days of the execution of this Agreement. All funds provided under this Agreement to the Grantee must be expended or returned by the termination date of this Agreement. Documentation shall be provided by the Grantee to demonstrate appropriate use of funds no later than 30 days prior to the termination of this Agreement.

6. Repayment of Grant Funds

Grantee has voluntarily applied for and been awarded grant funds in accordance with this Agreement. CERTNA has agreed, on the terms set forth in this Agreement, to financially assist Grantee for the purposes set forth in Section 1 above. In exchange for the grant funds, Grantee agrees to utilize the funds in accordance with the ERDS Memorandum of Understanding, participation in the Department of Justice ERDS Program and this Agreement. In the event Grantee terminates its participation in CERTNA's Program, subject to the timeframes set forth below, Grantee agrees to repay the grant proceeds as follows:

1. Termination within 24 months from the date of grant disbursement: Grantee shall repay the full amount of the grant amount to CERTNA.
2. Termination between 24 and 48 months from the date of grant disbursement: Grantee shall repay fifty percent (50%) of the grant amount to CERTNA.
3. Termination between 48 months and 72 months from the date of grant disbursement: Grantee shall repay twenty-five (25%) of the grant amount to CERTNA.
4. Termination following 72 months from the date of grant disbursement: Grantee will have no obligation to CERTNA for any grant disbursement repayment.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties. Grantee nor CERTNA may commence performance until the Agreement is effective.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CERTNA in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that CERTNA, or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless CERTNA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** CERTNA may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.
8. **INDEPENDENT GRANTEE:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CERTNA.
9. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title

2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

10. **TIMELINESS:** Time is of the essence in this Agreement.
11. **COMPENSATION:** The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, unless otherwise expressly so provided.
12. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
13. **ANTITRUST CLAIMS:** The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

15. NOTICES: Any notice or communication required hereunder between CERTNA and GRANTEE must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. Such notices or communications shall be given to the parties at their addresses set forth below:

If to CERTNA: c/o Santa Cruz County Recorder
701 Ocean Street, Rm 230
Santa Cruz, CA 95060
Attention: Richard Sherman, Strategic Operations Director

and White Brenner LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Nubia I. Goldstein, Esq.

If to GRANTEE: _____

16. ENTIRE AGREEMENT: This Agreement contains all the agreements and understandings made between the parties with respect to the terms set forth herein. No prior or contemporaneous oral or written understandings or representation other than as set forth in the Agreement shall be enforceable against either party.

17. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.