



Revision to ASR and/or Attachments

Date: 02/23/2023
To: Clerk of the Board of Supervisors *Frank Kim*
CC: County Executive Office
From: Clerk-Recorder Department *Angela Nguyen*
Re: ASR Control #: 23-000026, Meeting Date 2/28/2023, Item No. # 6
Subject: Approve Agreement with the State of California Departments

Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
 Date: 2023.02.23 15:47:03 -08'00'

RECEIVED
 2023 FEB 23 PM 3:58
 CLERK OF SUPERVISORS
 COUNTY OF ORANGE
 BOARD OF SUPERVISORS

Explanation:

State of California Employment Development Department made last minute revision to the agreement, Attachment A, to include exhibit D to include [Executive Order N-6-22](#) directing state agencies and departments to ensure their contractors and suppliers are complying with economic sanctions imposed in response to Russia's attacks on Ukraine.

Revised Recommended Action(s)

Make modifications to the:

Subject Background Information Summary Financial Impact

Revised Attachments (attach revised attachment(s) and redlined copy(s))

Replace Attachment A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M88984-7100	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
 Employment Development Department

CONTRACTOR NAME
 SECURE G2G Multi-County System

2. The term of this Agreement is:
 START DATE
 March 1, 2023 or upon final approval

THROUGH END DATE
 February 29, 2028

3. The maximum amount of this Agreement is:
 \$0.00 Zero Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Memorandum of Understanding	15
Attachment A-1	Technical Specifications	4
Attachment A-2	Operational Requirements for All Counties	2
+ - Exhibit B	Privileged and Confidential Information	3
+ - Exhibit C *	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
 SECURE G2G Multi-County System

CONTRACTOR BUSINESS ADDRESS 601 N. Ross Street	CITY Santa Ana	STATE CA	ZIP 92701
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PRINTED NAME OF PERSON SIGNING Hugh Nguyen	TITLE Clerk-Recorder
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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Approved as to Form

Jacqueline Guzman
 Digitally signed by Jacqueline Guzman
 DN: cn=Jacqueline Guzman, o=County of Orange, ou=Office of the County Counsel, email=jacqueline.guzman@coco.orgov.com, c=US
 Date: 2023.02.23 13:09:09 -08'00'

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Employment Development Department				
CONTRACTING AGENCY ADDRESS 722 Capitol Mall, MIC 62-C		CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Ernesto McCorkle		TITLE Manager, Contract Services Group (IT)		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) DGS Exemption Letter 54.6		

EXHIBIT A
MEMORANDUM OF UNDERSTANDING
BETWEEN OWNER COUNTIES AND STATE OF CALIFORNIA
EMPLOYMENT DEVELOPMENT DEPARTMENT FOR THE USE OF THE
SECURE GOVERNMENT TO GOVERNMENT (G2G) PORTAL
(Standard Agreement)

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**” or “**Agreement**”), made and entered into as of on March 1, 2023, is between the counties of Los Angeles, Orange, Riverside, and San Diego (hereinafter collectively referred to as “**Owners**”) that own the Statewide Electronic Courier Universal Recording Environment (“**SECURE**”) with the Orange County Clerk-Recorder acting on their behalf as the Lead County, and the State of California, Employment Development Department (EDD) the submitting party (“**State Government Agency**”), recording electronically through the SECURE Government to Government (**G2G**) Portal. The Owners and the State Government Agency are collectively referred to as the “Parties.”

WHEREAS, California Government Code Section 27279(b) states “[t]he recorder of any county may, in lieu of a written paper, accept for recording digitized images, digital images, or both, of a recordable instrument, paper, or notice if [. . .] [t]he requester and addressee for delivery of the recorded images are the same and can be readily identified as a local or state government entity, or an agency, branch, or instrumentality of the federal government.”

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego are the Owners of the SECURE G2G Portal; and

WHEREAS, the SECURE G2G Portal functions as a separate portal under the same security framework as the existing SECURE system; and

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego entered into an agreement dated August 19, 2008 to share the ownership and ongoing maintenance of a multi-county G2G electronic recording portal; and

WHEREAS, Orange County is the “Lead County” in supporting this SECURE G2G Portal and is responsible for executing any agreements with participants with the approval of the other Owners.

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

1. DEFINITIONS

A. Owners: means the Counties of Los Angeles, Orange, Riverside and San Diego Counties.

B. Lead County: means the County of Orange as the designated lead in developing and supporting the multi-county system and responsible for handling the administrative functions, negotiating and executing any contract relating to the support and maintenance of SECURE.

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- C. Partner County or Partner Counties:** means non-owner counties that have contracted to use SECURE.
- D. SECURE G2G Portal:** means the SECURE Government to Government Portal.
- E. State Government Agency:** means the EDD that submits batch(es) of documents electronically to an Owner or Partner County using the SECURE G2G Portal for the purpose of electronically recording under this MOU.
- F. SECURE:** means the Statewide Electronic Courier Universal Recording Environment used by multiple counties to electronically receive and return documents for recording.
- G. Government to Government:** means the acts of a county recorder recording a document for a State Government Agency through the SECURE G2G Portal.
- H. Operational Issues:** means issues regarding the business rules that dictate what can be recorded by an individual Owner County or Partner County.
- I. Technical Issues:** means issues regarding how the SECURE G2G Portal electronically receives and returns recordable documents.
- J. Infrastructure:** means the non-software components used to electronically receive and return recordable documents through the SECURE G2G Portal.

2. PURPOSE

The purpose of this MOU is to define the requirements, rules and policies needed for Parties to share in the use of the SECURE G2G Portal to electronically record documents in a secure electronic recording environment.

The information exchanged under this MOU is classified by the EDD as CONFIDENTIAL; provided, however, that the lien and lien-related documents recorded by the Participating Counties designated by the EDD using the naming conventions described in this MOU shall become classified as PUBLIC upon recordation. The record layouts and protocols used to exchange information pursuant to this MOU are classified by the EDD as CONFIDENTIAL, except to the extent the protocols are detailed in this MOU.

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3. TERM

This Agreement shall become effective as of the date shown in introductory paragraph to this MOU and shall remain in effect for a term of 5 years unless terminated in writing by either party in accordance with this Agreement. The parties, by written agreement, may extend the Agreement for no more than one additional year.

4. FEES and COST

The State Government Agency is exempt from fees for SECURE G2G Portal system use, maintenance, and technical support. The State Government Agency may be held responsible to pay any other applicable fees, taxes, and other charges, however denominated, for the recordation of documents. The State Government Agency is responsible for startup costs, which may include reimbursements for setup and tokens if applicable.

5. Eligibility

Established Government Agencies at the local, state or federal level, as defined below, will be allowed to submit legal documents for electronic recording through the SECURE G2G Portal pursuant to California Government Code section 27279(b), which states in part “[t]he recorder of any county may, in lieu of a written paper, accept for recording digitized images, digital images, or both, of a recordable instrument, paper, or notice if [. . .] [t]he requester and addressee for delivery of the recorded images are the same and can be readily identified as a local or state government entity, or an agency, branch, or instrumentality of the federal government.”

The exchange of confidential information is authorized under California Unemployment Insurance Code sections 322, 1095(U), 1379.5, 1816, and 2739.1, GC 7171 (c)(1), 23002, and Civil Code 1798.24.

This MOU does not include the exchange of Federal Tax Information (FTI) from the Internal Revenue Service (IRS). Access to FTI is restricted from this MOU by IRS Code section 6103(d).

6. SECURE G2G Portal Recording Requirements

SECURE G2G Portal recording requirements and specifications are generally set forth in Attachment A and Attachment B, incorporated herein by reference, to this Agreement.

6.1 The State Government Agency shall comply with any and all requirements and specifications of the Agreement and in Attachments A-1 and A-2 (collectively Attachments).

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- 6.2 The State Government Agency understands that the requirements and specifications may change from time to time.
- 6.3 The State Government Agency understands that the requirements and specifications set forth in the attachments could be specific to individual Owner or Partner Counties.
- 6.4 The State Government Agency acknowledges that the recording requirements and specifications contained in the attachments may not be exhaustive of the recording requirements for the individual Owners and Partner Counties.
- 6.5 Owners shall work with the Lead County to protect the integrity and confidentiality of the information to be transmitted to the Owner or Partner Counties.
- 6.6 The Lead County will provide written notice to the State Government Agency at least 90 days prior to any changes to the requirements or specifications. Upon request of the State Government Agency, and at the discretion of the Lead County, an extension of time may be granted prior to implementation of the changes. Such extension shall be based solely on the complexity and magnitude of the changes. The Lead County shall consult with the State Government Agency regarding the appropriate extension of time after an extension has been requested pursuant to this paragraph.
- 6.7 Attachment A-1 – Provides the technical specifications including submission methods, data transmission requirements, communication protocol, security framework, and imaging standards.
- 6.8 Attachment A-2 – Contains the processing schedules, hours of operation, policies, sample document types and authority, technical service contact and security incident contact information for electronic recording with all counties.

7. State Government Agency Acknowledgments and Responsibilities

- 7.1 The State Government Agency must supply all electronic recording equipment, i.e., computer, monitor, scanner, printer, an internet connection and a token from the Lead County, if applicable.
- 7.2 The electronic documents or records shall be considered the “original” record of the transaction in substitution for, and with the same intended effect as, paper documents or records. In the case that such documents or records bear a digital or electronic signature, those signatures shall have the same effect as paper documents or records bearing handwritten signatures.

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- 7.3 Except as to information provided to it by taxpayers or other third parties, such as their designated representatives, the State Government Agency is responsible for the accuracy, completeness and content of documents submitted for recording through the G2G portal.
- 7.4 The State Government Agency shall immediately notify the Lead County of any security incident, including but not limited to attempts at or actual unauthorized access which could compromise or otherwise adversely affect SECURE's data systems.
- 7.5 The State Government Agency shall ensure that all security measures and credentials implemented are protected.
- 7.6 The State Government Agency is responsible for receiving and verifying receipt of documents recorded to ensure that the source of the receipt is the county where the document was to be recorded.
- 7.7 The State Government Agency shall address all Operational Issues related to the electronic recording process with the individual Owner or Partner Counties.
- 7.8 The State Government Agency shall notify the Lead County of all problems involving Technical Issues. State Government Agency shall work in good faith with the Lead County to resolve any Technical Issues.
- 7.9 The State Government Agency shall comply with each county's individual recording requirements. The State Government Agency's submission of a document via the SECURE G2G Portal for transmission to a particular county for recording does not guarantee the document will be recorded by that individual county. Each Owner or Partner County may have its own specific requirements for the recordation of documents including, but not limited to, document types authorized for recording and payment methods. Documents not meeting a county's specific requirements for recording may be rejected by the respective county.
- 7.10 Following the electronic recordation of a document, the State Government Agency agrees to comply with any applicable statutory noticing and delivery requirements.

8. Lead County Responsibilities

- 8.1 The Lead County shall conduct ongoing monitoring of the SECURE G2G Portal to protect the integrity and confidentiality of the transmission process. The Lead County shall notify the State Government Agency of any security incident involving the State Government Agency's data in accordance with Exhibit B, Privileged and Confidential Information.

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- 8.2 The Lead County shall test and maintain the SECURE G2G Portal software and hardware.
- 8.3 If the SECURE G2G Portal experiences delays or power failures that interfere with the normal course of business, the Lead County will work with the individual Owner or the Partner County and the State Government Agency until the problem has been remedied.
- 8.4 The Lead County will coordinate the SECURE G2G Portal administration, training, policy creation, access control and establishment of any contracts required for the State Government Agency to submit to the Partner Counties.
- 8.5 The Lead County shall facilitate communication between the State Government Agency and the Owner or the Partner Counties.
- 8.6 The Owners retain ownership of the SECURE G2G portal and the Lead County shall be responsible for any modifications, upgrades, or enhancements.
- 8.7 The Owners, through the Lead County, will consider suggestions made by the State Government Agency for enhancements to the SECURE G2G portal.

9. SECURE G2G Portal Review

The State Government Agency's right to submit documents under this Agreement is subject to the Owners review and acceptance of the State Government Agency's standards and procedures. Such approval will not be unreasonably withheld by the Owners. This review is to confirm that all requirements of this Agreement are met.

10. General Recording Requirements

Submission, acceptance, recording and rejection of any document must comply with all applicable federal, state and local laws. County specific recording requirements are generally set forth in Attachment A-2.

11. Suspension of Right to Submit Documents in an Emergency Situation

The Lead County, with the concurrence of all the other Owners, may suspend the State Government Agency's submission of documents to the SECURE G2G Portal, restrict access, or deny access to the State Government Agency and any of State Government Agency's individual staff members at any time in its sole discretion as it deems necessary.

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Notice of suspension will be immediately provided to the State Government Agency by the Lead County on behalf of the Owners. The State Government Agency will be notified and may resume submission upon satisfactory resolution of the reason for suspension after notification from the Lead County. Whether a matter is resolved is determined solely by the SECURE Owners. Whenever possible without jeopardy to SECURE's data system, the Lead County will notify the State Government Agency in advance and afford the State Government Agency a reasonable period of time to correct the problem, without suspending service.

The following is a non-exhaustive list of reasons for suspension:

11.1 To protect the integrity of public records.

11.2 To prevent fraud.

11.3 For the State Government Agency's violation of, or to prevent the violation of, any federal, state, or local law.

11.4 For the State Government Agency's failure to notify Lead County of modifications which could compromise or otherwise adversely affect SECURE's data systems.

11.5 For the State Government Agency's material breach of any provision of this Agreement after notice and opportunity to cure.

11.6 For fraud that arises directly or indirectly from the State Government Agency's submission of a document through the SECURE G2G Portal for electronic recording that impacts the value of or title to real estate.

12. Limitation of Liability

12.1 The Parties shall not be liable to each other for:

12.1.1 Any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic recording transmission or receipt.

12.1.2 Any failure to perform processing of the transactions and documents where such failure is beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure, which prevents the parties from transmitting or receiving the electronic recording transactions).

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12.1.3. Except for any payment and indemnity obligations hereunder, any cessation, interruption or delay in the performance of an obligation hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout boycott, provided that the party relying upon this paragraph: (a) shall have given the other party written notice thereof promptly and, in any event within five (5) days of discovery thereof and, (b) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based in the event the force majeure event described in this paragraph extends for a period in excess of three (3) days.

13. Indemnification

13.1 The Owners shall not be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the State Government Agency under or in connection with any work, authority or jurisdiction delegated or determined to be the responsibility of the State Government Agency under this Agreement. The State Government Agency shall not be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the Owners or the Partners Counties or the Lead County under or in connection with any work, authority or jurisdiction delegated or determined to be the responsibility of the Owners or the Partners Counties or the Lead County under this Agreement. This provision shall survive termination or expiration of this Agreement.

14. Termination

14.1 Any party may terminate this Agreement for any reason by providing 30 calendar days' written notice of termination.

14.2 The Owners may terminate this Agreement immediately, after notice and a minimum of 15 business days to cure, if the State Government Agency is in material breach of any of the terms of this Agreement.

14.3 If no resolution to a dispute is reached, pursuant to the provisions found in Section 15, after notice and a reasonable opportunity to cure, the Owners may terminate this Agreement at any time in its sole discretion as it deems necessary. The following is a non-exhaustive list of reasons for termination:

14.3.1 To protect the integrity of public records.

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14.3.2 To prevent fraud.

14.3.3 For the State Government Agency's violation of, or to prevent the violation of, any federal, state or local law.

The indemnification and limitation of liability provisions of this Agreement (if any) shall survive any termination of this Agreement.

15. Dispute Resolution

In the event of a dispute, the Lead County shall notify the State Government Agency's Chief Financial Officer or designee within 10 days. The State Government Agency's Chief Financial Officer or designee shall schedule a meeting with the Lead County's designated representative within 10 days to attempt to resolve the dispute. Both parties shall endeavor to resolve the dispute in a mutually agreeable manner.

The Owners and the State Government Agency will attempt, in good faith, to resolve any controversy or claim arising out of or relating to G2G electronic recording through either negotiation or mediation prior to initiating litigation.

16. 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 California.

17. Amendment

Any amendments or modifications to this Agreement shall be in writing duly executed by each party's authorized official, which shall become effective at a time mutually agreed upon by the Parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated herein shall be binding on either party.

18. Assignment

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

19. Entire Agreement

This Agreement contains the entire and complete understanding of the Parties and supersedes any and all other agreements, oral or written, with respect to the terms under this Agreement.

20. Parties in Interest

None of the provisions of this Agreement or any other document relating hereto provides any rights or remedies to any person other than the Parties hereto and the Partner Counties and their respective successors, transferees, assumers, and assigns, if any.

21. Waiver

No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by the Owners or the State Government Agency 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 the Owners or the State Government Agency, 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.

22. 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.

23. Sections and Attachments

All sections and attachments referred to herein are attached hereto and incorporated by reference.

24. Headings

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The Agreement captions, clause, section, and attachment headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

25. No Presumption Against Drafter

This Agreement is deemed to have been drafted jointly by the Parties. This Agreement shall be construed without regard to any presumption or rule requiring construction against or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any party or person.

26. Notices

Any notice requirement set forth herein shall be in writing and delivered to the appropriate party at the address listed in this subparagraph. Notice shall be given by electronic mail or deposited in the United States mail, postage prepaid, to the parties listed below. Addresses for notice may be changed from time to time by written notice to the other party. All communications shall be effective when received; provided, however, that nonreceipt of any communication as the result of a change in address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For reporting a security incident, the State Government Agency shall also report the incident to the Lead County at the email address specified below.

State Government Agency

State of California Employment Development Department
Attn: Contract Analyst Budget & Operations Group
P.O. Box 826880, MIC: 93
Sacramento CA 94280-0001
Email: TaxTSDBOGContracts@edd.ca.gov

Attachment A

EDD Agreement No. M88984-7100

EDD/SECURE G2G

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A. **Agreement Inquires.** All Inquiries about this MOU should be directed to:

State Agency: Employment Development Department	Local Government: SECURE Owners – Orange County Lead County
Contact: Maureen Martin, Contract Analyst Budget & Operations Group	Contact: Mike Desai
Address: PO Box 826880, MIC 93 Sacramento, CA 94280-001	Address: 601 N. Ross Street Santa Ana, CA 92701
Phone: (916) 653-6910	Phone: (714) 834-5418
Email: TaxBOG@edd.ca.gov	Email: Mike.Desai@rec.ocgov.com

B. **Business Contacts.** The Business Contacts during the term of this MOU will be:

State Agency: Employment Development Department	Local Government: SECURE Owners – Orange County Lead County
Business Contact: Jovanni Cruz-Mendoza, ACES PO Box 826880, MIC 93A Sacramento, CA 94280-0001	Business Contact: Robert Dorrough
Phone: (916) 654-7140	Phone: (714) 834-5119
Email: Jovanni.CruzMendoza@edd.ca.gov	Email: robert.dorrough@rec.ocgov.com

Attachment A

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EDD/SECURE G2G

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C. **Technical Contacts.** The Technical Contacts during the term of this MOU will be:

State Agency: Employment Development Department	Local Government: SECURE Owners – Orange County Lead County
Technical Contact: Catherine Shay, ACES PO Box 826880, MIC 93A Sacramento, CA 94280-0001	Technical Contact: SECURE Help Desk
Phone: (916) 654-9307	Phone: (714) 834-5756
Email: Catherine.Shay@EDD.ca.gov	Email: SECURESupport@rec.ocgov.com ; CRSystems@rec.ocgov.com

D. **Information Security Contacts.** The Information Security Contacts during the term of this MOU will be:

State Agency: Employment Development Department	Local Government: SECURE Owners – Orange County Lead County
Information Security Contact: Tax Information Security Office PO Box 826880, MIC 93 Sacramento CA 94280-0001	Technical Contact: SECURE Help Desk
Phone: (916) 654-5981	Phone: (714) 834-5756
Email: TaxTSDDisclosureOffice@edd.ca.gov	Email: SECURESupport@rec.ocgov.com ; CRSystems@rec.ocgov.com

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Lead County:

Orange County Clerk-Recorder
Attn: SECURE G2G Coordinator
601 N. Ross Street
Santa Ana, CA 92701
Email: SECURESupport@rec.ocgov.com

27. Signatures in Counterparts:

This MOU may be executed in counterparts by the parties. This MOU is in effect as to any signatory party upon full execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

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

--Signatures Follow--

Attachment A

EDD Agreement No. M88984-7100

EDD/SECURE G2G

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OWNERS

THE COUNTY OF ORANGE AS LEAD COUNTY:

Approved By: Hugh Nguyen

Signature: _____
Orange County Clerk-Recorder

Date: _____

**THE OFFICE OF THE ORANGE COUNTY COUNSEL
APPROVED AS TO FORM**

Signature: _____
Title: Deputy County Counsel
Dated: _____

GOVERNMENT AGENCY

STATE OF CALIFORNIA, Employment Development Department (State Government Agency): _____

COUNTY: _____

Approved By: Ernesto McCorkle _____

Signature: _____

Title: Manager, Contract Services Group (IT) _____

Date: _____

ATTACHMENT A-1 TECHNICAL SPECIFICATIONS (Standard Agreement)

1. Submission Methods

SECURE G2G Portal User Interface (UI) – The State Government Agencies who will be scanning paper or uploading image files directly into the SECURE G2G Portal must use a token for authentication. The State Government Agencies will receive recording confirmation via the UI. The UI allows user to upload a pre-scanned 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.

SECURE G2G Portal Web API (API) – The State Government Agencies that directly connect to the API must adhere to the XSD standard. The XML files that are uploaded must include Base64 encoded 300 DPI TIFF Group IV image files. This process does not require a user to be involved in the transfer; it is an automatic process that will be programmed by the submitter in conjunction with the County. The State Government Agencies will receive recorded information via XML return batch.

SECURE G2G Portal File Transfer Site (File Transfer Site) – The State Government Agencies that use the File Transfer Site will use secure file transfer protocols (FTPS or SFTP) to upload XML files. The SECURE G2G Portal will process the XML files uploaded by the State Government Agencies and submit the XML files to the SECURE Web API on behalf of the State Government Agencies. The XML files shall remain encrypted in transit until they reach the designated Participating County. XML files containing recording confirmations will be placed on the File Transfer Site within one Participating County business day, not including Participating County's holidays, for the State Government Agencies to retrieve. The design of the single standard XML file format for use with the File Transfer Site will include all elements required by any County for recording documents.

The State Government Agency will use a standard naming convention to identify the Partner or Owner Participating County with which the file is to be recorded. The State Government Agency will confirm that the name of the response file reflects the same county that was identified in the submission file.

2. Communications Protocol

HTTPS is required for the submission of instruments.

3. Security Framework

The required security framework is provided for in the SECURE G2G Portal software. The SECURE G2G Portal software shall use a minimum of 128-bit file and image encryption. Industry standard Secure Sockets Layer (SSL) and user login with password that is encrypted shall be employed. User passwords are controlled by the State Government Agency and at a minimum changed at 90-day intervals to reduce security exposure.

ATTACHMENT A-1 TECHNICAL SPECIFICATIONS (Standard Agreement)

EDD's Responsibilities:

1. ACES will create electronic files containing lien data in an XML format as required by SECURE comprised of an image of the lien notice document and associated index information to include the following data elements:
 - Taxpayer Legal Business Name
 - Taxpayer Legal Individual Name
 - Address
 - Lien ID
 - External Code
2. ACES will use the following URLs for uploading files:
 - For testing: <https://gsapi.uat.secure-recording.com>
 - For production: <https://gsapi.secure-recording.com>
3. ACES will successfully test all functionality for the exchange of electronic lien filings prior to submitting the initial production file.
4. The XML electronic files sent to SECURE shall not contain PII, including social security numbers, driver's license numbers and/or date of birth.
5. ACES will notify SECURE of Notice of State Lien form changes impacting the images included in the electronic files prior to including the revised forms in production files.

SECURE's Responsibilities:

1. The SECURE will create a secure website for use by the EDD for exchange of electronic files (XML documents), the site will use HTTPS industry standard to encrypt/decrypt traffic.
2. The SECURE will establish queues for the EDD to submit the data and for the EDD to retrieve data.
3. Once the XML file is validated and processed, the SECURE application will return the image with the acknowledgement of filing data electronically.
4. This Agreement is related to an automated XML filing process and the information transmitted from the EDD is not subject to manual review by Participating Counties before the filed record becomes part of the public record.
5. The SECURE will allow the EDD to view file statuses in the SECURE website of any XML document previously submitted for processing for 30 days from the date of submission.

a) Endpoint Security (Authentication Token)

The State Government Agencies will require one token for each agency staff member that will be utilizing the UI. For use of the token to submit documents through the

ATTACHMENT A-1 TECHNICAL SPECIFICATIONS (Standard Agreement)

SECURE G2G Portal for recording electronically, please refer to the SECURE G2G Portal User Manual.

b) Computers and User Accounts

The State Government Agency computer(s) connected to the SECURE G2G Portal must be dedicated workstations for G2G recording only. The State Government Agency computers utilized for such are required to comply with a workstation checklist provided by Lead County.

Computers that connect to SECURE G2G Portal will have system and application logging enabled with a retention period of 3 months. Lead County may request reports of user access and transaction activity.

Workstations used to submit, retrieve, or, when applicable, return SECURE G2G Portal payloads are protected from unauthorized use and access. As a minimum, workstations shall meet all the following requirements:

- Anti-malware software configured to start on system boot-up.
- All critical operating system patches applied within one month from when the patch first becomes available.
- A hardware firewall installed and maintained.
- Up to date virus scan software that shall check for definition updates every twenty-four hours.
- A full virus scan configured to run weekly at a minimum.
- Installed applications shall be limited to the purpose of performing the necessary operational needs of the recording process as defined by the County Recorder.
- Screen Lock must be configured for activation after 10 minutes of inactivity.

Shared user accounts may not be issued. At no time shall more than one person be authorized access to SECURE G2G Portal using a single SECURE G2G Portal user account or set of identity credentials. Each person shall be uniquely identified. If a user's status changes, so that access to SECURE G2G Portal is no longer required, the user's SECURE G2G Portal account and identity credentials shall be disabled and revoked, but not deleted from the system. SECURE G2G Portal user accounts and identity credentials are non-transferable.

c) Imaging Standards

The following imaging standards shall be complied with:

- Documents must be scanned or uploaded at 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.

ATTACHMENT A-1 TECHNICAL SPECIFICATIONS (Standard Agreement)

- Documents will be scanned in portrait mode.
- All pages, including attachments, must be numbered sequentially.
- Documents must be scanned to original size.
- Document details, such as margins, font size and other similar requirements, must meet all applicable state statutes as set out in Government Code Section 27361 et seq.

4. Return Options

The SECURE G2G Portal shall retain lien data submitted by the State Government Agency for 30 days, and then shall purge such data. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained.

ATTACHMENT A-2 OPERATIONAL REQUIREMENTS FOR ALL COUNTIES (Standard Agreement)

1. Hours of Operation and Access:

- a. Documents may be submitted to the SECURE G2G Portal 24 hours a day Monday through Friday, including state and county holidays. County will only record during County business days/hours: 8AM – 5PM. All documents are recorded using FIFO (First In First Out) method and are not guaranteed to be recorded the same day they are submitted.

2. Batch Submittals

- a. Submitter shall limit the size of each batch to a maximum of 100 documents (maximum of 1800 documents per day, per county), using the Web API.
- b. It is the Agency's responsibility to ensure that uploaded batches are NOT duplicates of previously submitted documents. In the event that a duplicate batch is submitted for recording, it will be the responsibility of the Agency to submit releases of lien.

3. Document Types and Authority

- a. It is the responsibility of each State Government Agency to ensure documents submitted using the SECURE G2G portal are recordable based on current California state law requirements.

4. Recording Fees

The State Government Agency will be charged if they submit a document that does not have a statutory fee exemption. All fees shall be submitted according to the County billing process. It shall be noted that State Government Agencies identified as failing to submit proper fees or incurring Non-Sufficient Fund ("NSF") checks will be blocked from submitting documents until financial issues are resolved.

Recording confirmation will be returned to the State Government Agency in electronic format after recordation is complete. The confirmation, recording data and recording fees (if applicable) will be returned in the XML file batch.

Pass through attributes required to process the recording data must be returned to the State Government Agency.

5. Illegible Documents

The State Government Agency is responsible for scanning at 300 dpi. Documents or page(s) not meeting this requirement will be rejected for resubmission.

**ATTACHMENT A-2
OPERATIONAL REQUIREMENTS FOR ALL COUNTIES
(Standard Agreement)**

6. Technical Service and Security Incident Contact Information

If assistance is needed for SECURE G2G Portal technical issues or a security issue needs to be reported, contact (714) 478-9891 between the hours of 7:00 am and 5:00 pm, Monday through Friday, excluding county holidays.

7. County Contact Information

County contact information will be provided by Lead County.

EXHIBIT B PRIVILEGED AND CONFIDENTIAL INFORMATION (Standard Agreement)

- 1. STATEMENT OF CONFIDENTIALITY:** The EDD has taxpayer tax returns and other confidential data in its custody. Unauthorized inspection or disclosure of state returns, or other confidential data is a misdemeanor (Sections 19542 and 19542.1, Revenue and Taxation Code). Unauthorized inspection or disclosure of federal returns and other confidential federal return data is a misdemeanor or a felony (Internal Revenue Code Sections 7213A(a)(2) and (b), and 7213(a)(2), respectively). Each party and each of its employees and contractors who may have access to the confidential or sensitive data of the other agency will be required to have on file annually a signed confidentiality statement, attesting to the fact that it/he/she is aware of the confidential data and the penalties for unauthorized disclosure thereof under applicable state and federal law.
- 2. USE OF INFORMATION:** Each party receiving data agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in Exhibit A, Paragraph 2, Purpose. The Parties understand and agree that the information exchanged under this MOU is classified by the State Government Agency as CONFIDENTIAL; provided, however, that the lien and lien-related documents recorded by the Participating Counties designated by the State Government Agency using the naming conventions described in this MOU shall become classified as "PUBLIC" upon recordation. The record layouts and protocols used to exchange information pursuant to this MOU are classified by the State Government Agency as CONFIDENTIAL, except to the extent the protocols are detailed in this MOU.
- 3. DATA OWNERSHIP:** Each party receiving data further agree(s) that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose other than as identified in Exhibit A, Paragraph 2, Purpose.
- 4. EMPLOYEE ACCESS TO INFORMATION:** Each party receiving data agrees that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need-to-know" basis. The "need-to-know" standard is met by authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. Each party receiving data recognizes its responsibility to protect the confidentiality of the information in its custody as provided by law and to ensure that such information is disclosed only to those individuals and for such purposes as are authorized by law and this Agreement.
- 5. PROTECTING CONFIDENTIAL INFORMATION/ INCIDENT REPORTING:** Each party receiving data, in recognizing the confidentiality of the information to be exchanged, agrees to take all appropriate precautions to protect the confidential information obtained pursuant to this Agreement from unauthorized access, use, or disclosure. Each party receiving data will conduct oversight of its users with access to the confidential information provided under this Agreement, and will immediately notify State Government Agency's Information Security Audit & Investigations Unit (TaxTSDDisclosureOffice@edd.ca.gov) of any unauthorized or suspected unauthorized accesses, uses and/or disclosures (incidents). For purposes of this section, "immediately" is defined as within 24 hours of the discovery of the breach or suspected breach.

EXHIBIT B PRIVILEGED AND CONFIDENTIAL INFORMATION (Standard Agreement)

The notification must describe the incident in detail and identify responsible personnel (name, title, and contact information). The party with an incident will comply with the incident reporting requirements in accordance with Civil Code Section 1798.29, State Administrative Manual (SAM) Chapter 5300 and Sections 8643 and 20080, and State Information Management Manual 5340-A and 5340-C to facilitate the required reporting to the taxpayer(s) or state oversight agencies.

6. **INFORMATION SECURITY**: Information security is defined as the preservation of the confidentiality, integrity, and availability of information. A secure environment is required to protect the confidential information obtained by each party pursuant to this Agreement. The part(ies) receiving data will store information so that it is physically secure from unauthorized access. The records received will be securely maintained and accessible only by employees of the specified program who are committed to protect the data from unauthorized access, use or disclosure. Confidential information obtained from the State Government Agency must be secured in accordance with the State Administrative Manual, Section 5100 (EDP Standards) and Chapter 5300 (Information Security), and National Institute of Standards and Technology (NIST) Special Publication 800-53 (moderate). If this Agreement calls for Federal Tax Information (FTI) to be provided by the State Government Agency, the receiving party must also comply with Internal Revenue Service Publication 1075. State Government Agency may require that a Security Questionnaire for the party receiving confidential data from State Government Agency be completed or be on file with the State Government Agency's Information Security Oversight Section.
7. **CLOUD COMPUTING ENVIRONMENT**: Agencies receiving the State Government Agency's confidential data must submit a completed the State Government Agency Cloud Security Questionnaire before using a Cloud Computing Environment. The questionnaire will be reviewed for approval by the State Government Agency's Chief Security Officer, or his/her designee. A Cloud Computing Environment cannot be used to receive, transmit, store or process State Government Agency's confidential data without prior written approval from the State Government Agency's Chief Security Officer, or his/her designee.
8. **POTENTIAL SUBCONTRACTORS**: Prior to the use of a subcontractor(s) to store, use, process, transmit, and/or access the State Government Agency data, notification to, and written approval from the State Government Agency is required 60 days in advance. The notification must include complete name and address of the entity, location(s) where the data is or will be stored or used, and contact information. A Security Questionnaire will be required from the subcontractor(s) and risk analysis will be performed to meet the State Government Agency's security requirements, prior to allowing the subcontractors(s) access to the State Government Agency data. Nothing contained in this Agreement or otherwise shall create any contractual relationship between the State Government Agency and any subcontractors, and no subcontract shall relieve SECURE G2G Portal of its responsibilities and obligations hereunder. SECURE G2G Portal agrees to be as fully responsible to the State Government Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by

**EXHIBIT B
PRIVILEGED AND CONFIDENTIAL INFORMATION
(Standard Agreement)**

any of them, as it is for the acts and omissions of persons directly employed by SECURE G2G Portal.

9. SAFEGUARD REVIEW: The State Government Agency retains the right to conduct on-site safeguard reviews of the other party's use of information and the security controls established. The agency requesting the safeguard review will provide a minimum of seven (7) days' notice of the review being conducted.

EXHIBIT D SPECIAL TERMS AND CONDITIONS (Standard Agreement)

1. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and riots, and acts of god such as earthquakes, floods, pandemics and other natural disasters, such that performance is impossible.

2. **Workforce Innovation and Opportunity Act**

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, parts 37 and 38.

3. **Termination**

This Agreement may be terminated by either party by giving written notice 30 days' prior to the effective date of such termination.

4. **Settlement of Disputes**

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

5. **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.