

# ORIGINAL

**Fiscal Year 2008/09 Addendum to Memorandum of Understanding  
Department of Justice  
Electronic Recording Delivery System  
Costs for Regulation and Oversight**

## **Parties**

This Addendum to the Memorandum of Understanding (Addendum) is between the California Department of Justice, hereinafter referred to as "DOJ" and the County of El Dorado, hereinafter referred to as "County."

## **Incorporation by Reference of MOU**

Both County and DOJ agree that the terms of the MOU, previously executed, continue to operate and are incorporated herein by reference.

## **Purpose**

The purpose of this Addendum is to continue the agreement found in the MOU previously executed by the parties to comply with the Electronic Recording Delivery Act of 2004 (ERDA) (Gov. Code, §§ 27390-27399; "Act") This Addendum shall operate to bind the parties to the final proportionate costs to the County for fiscal year 2008/09. These costs include the costs for regulation and oversight.

## **Agreement**

DOJ and County hereby consent and agree that County will pay DOJ for the direct cost of regulation and oversight in support of the Act, as set forth in Article 6 (commencing with Section 27390) to Chapter 6 of Division 2 of Title 3. The final proportionate cost for fiscal year 2008/09 is attached and incorporated by reference. Upon receipt of payment, the County is authorized to participate in the Electronic Recording Delivery System (ERDS).

## **Term of Addendum**

The term of this Addendum operates for fiscal year 2008/09.

**MOU Representatives**

The Addendum representatives during the term of this Addendum are:

County of: El Dorado	Department of Justice
Name:	Name: Denise Blanton
Phone:	Phone: (916) 227-3736
Fax:	Fax: (916) 227-0595
E-mail:	E-Mail: denise.blanton@doj.ca.gov

**Agreed and Accepted**

Certification of Addendum Representatives

I certify that I have read and understand the aforementioned statements and agree to comply with the requirements contained herein:

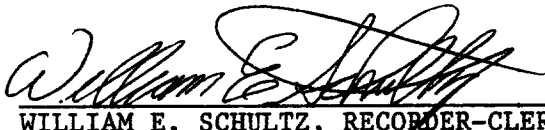
County of: El Dorado	Department of Justice
Name:	Name: Denise Blanton

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Attachments: Final Proportionate Costs:	Attachment A
Expenditure Report:	Attachment B

CONTRACT ADMINISTRATOR-DEPARTMENT HEAD:

  
\_\_\_\_\_

DATE: 9/19/08

WILLIAM E. SCHULTZ, RECORDER-CLERK-REGISTRAR OF VOTERS

## 2008-2009 Final Proportionate Cost

<i>County Code</i>	<i>County Name</i>	<i>Recordings*</i>	<i>% of Recordings</i>	<i>Final County Cost **</i>
1	Alameda	436,313	4.82%	\$16,230.66
7	Contra Costa	387,831	4.29%	\$14,427.15
9	El Dorado	79,723	0.88%	\$2,965.66
10	Fresno	229,480	2.54%	\$8,536.56
15	Kern	255,373	2.82%	\$9,499.77
19	Los Angeles	2,512,333	27.77%	\$93,457.70
21	Marin	80,635	0.89%	\$2,999.59
28	Napa	48,721	0.54%	\$1,812.40
30	Orange	759,625	8.40%	\$28,257.72
31	Placer	122,748	1.36%	\$4,566.17
33	Riverside	773,308	8.55%	\$28,766.72
34	Sacramento	488,639	5.40%	\$18,177.16
36	San Bernardino	721,551	7.97%	\$26,841.39
37	San Diego	895,646	9.90%	\$33,317.64
41	San Mateo	183,030	2.02%	\$6,808.64
43	Santa Clara	533,737	5.90%	\$19,854.79
44	Santa Cruz	44,016	0.49%	\$1,637.38
48	Solano	144,512	1.60%	\$5,375.78
54	Tulare	111,604	1.23%	\$4,151.62
56	Ventura	239,264	2.64%	\$8,900.52
<b>Total</b>		9,048,089		\$336,585.00

\* Recordings are based on what the counties submitted to the Insurance Commissioner in 2007 per the LOI

\*\* The total documents recorded and filed by the participating counties, as reported to the Office of the Insurance Commissioner pursuant to Section 27296 of the Government Code, for the previous calendar year; A percentage figure will be calculated, by dividing the total documents recorded per participating county, by the total documents recorded for all participating counties; The percentage figure is applied to the estimated annual costs of the ERDS Program to arrive at each participating county's System Administrative Fee.

**PROJECTIONS**  
**ERDS Expenditure/Collections Report**

**COLLECTIONS**

YTD Collections (November 2004 through June 2008)	2,191,847.00
Interest on Collections	28,805.00
Total Collections	2,219,996.00

**EXPENDITURES**

Summary of ERDS Program Expenditures (November 2004 through June 2008)	1,992,557.00
2007-08 ERDS Projected Expenditures	368,000.00
1/ Expenditure Credit Applied to (2008-09) for Subsequent Years (2007-08)	(31,415.00)
2007-08 Projected MOUs	336,585.00

1/Expenditure credits will be applied one year in arrears to allow for fiscal year liquidation.

# ORIGINAL

**Fiscal Year 2008/09 Addendum to Memorandum of Understanding  
Department of Justice  
Electronic Recording Delivery System  
Costs for Regulation and Oversight**

## **Parties**

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## **Incorporation by Reference of MOU**

Both County and DOJ agree that the terms of the MOU, previously executed, continue to operate and are incorporated herein by reference.

## **Purpose**

The purpose of this Addendum is to continue the agreement found in the MOU previously executed by the parties to comply with the Electronic Recording Delivery Act of 2004 (ERDA) (Gov. Code, §§ 27390-27399; "Act") This Addendum shall operate to bind the parties to the final proportionate costs to the County for fiscal year 2008/09. These costs include the costs for regulation and oversight.

## **Agreement**

DOJ and County hereby consent and agree that County will pay DOJ for the direct cost of regulation and oversight in support of the Act, as set forth in Article 6 (commencing with Section 27390) to Chapter 6 of Division 2 of Title 3. The final proportionate cost for fiscal year 2008/09 is attached and incorporated by reference. Upon receipt of payment, the County is authorized to participate in the Electronic Recording Delivery System (ERDS).

## **Term of Addendum**

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**MOU Representatives**

The Addendum representatives during the term of this Addendum are:

County of: El Dorado  
Name:  
Phone:  
Fax:  
E-mail:

Department of Justice  
Name: Denise Blanton  
Phone: (916) 227-3736  
Fax: (916) 227-0595  
E-Mail: denise.blanton@doj.ca.gov

**Agreed and Accepted**

Certification of Addendum Representatives

I certify that I have read and understand the aforementioned statements and agree to comply with the requirements contained herein:

County of: El Dorado  
Name:

Department of Justice  
Name: Denise Blanton

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attachments: Final Proportionate Costs:  
Expenditure Report:

Attachment A  
Attachment B

CONTRACT ADMINISTRATOR-DEPARTMENT HEAD:

  
WILLIAM E. SCHULTZ, RECORDER-CLERK-REGISTRAR OF VOTERS

DATE: 9/10/08

## 2008-2009 Final Proportionate Cost

<i>County Code</i>	<i>County Name</i>	<i>Recordings*</i>	<i>% of Recordings</i>	<i>Final County Cost **</i>
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30	Orange	759,625	8.40%	\$28,257.72
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33	Riverside	773,308	8.55%	\$28,766.72
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54	Tulare	111,604	1.23%	\$4,151.62
56	Ventura	239,264	2.64%	\$8,900.52
<b>Total</b>		9,048,089		\$336,585.00

\* Recordings are based on what the counties submitted to the Insurance Commissioner in 2007 per the LOI

\*\* The total documents recorded and filed by the participating counties, as reported to the Office of the Insurance Commissioner pursuant to Section 27296 of the Government Code, for the previous calendar year; A percentage figure will be calculated, by dividing the total documents recorded per participating county, by the total documents recorded for all participating counties; The percentage figure is applied to the estimated annual costs of the ERDS Program to arrive at each participating county's System Administrative Fee.

**PROJECTIONS**  
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2007-08 ERDS Projected Expenditures	368,000.00
1/ Expenditure Credit Applied to (2008-09) for Subsequent Years (2007-08)	(31,415.00)
2007-08 Projected MOUs	336,585.00

1/Expenditure credits will be applied one year in arrears to allow for fiscal year liquidation.



**Fiscal Year 2007/08 Addendum to Memorandum of Understanding  
Department of Justice  
Electronic Recording Delivery System  
Costs for Developing and Implementing Regulations and Costs for Regulation and  
Oversight**

### **Parties**

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### **Incorporation by Reference of MOU**

Both County and DOJ agree that the terms of the MOU, previously executed, continue to operate and are incorporated herein by reference.

### **Purpose**

The purpose of this Addendum is to continue the agreement found in the MOU previously executed by the parties to comply with the Electronic Recording Delivery Act of 2004 (ERDA) (Gov. Code, §§ 27390-27399; "Act") This Addendum shall operate to bind the parties to the final proportionate costs to the County for fiscal year 2007/08. These costs include the costs for developing and implementing regulations and the costs for regulation and oversight.

### **Agreement**

DOJ and County hereby consent and agree that County will pay DOJ for the direct cost of developing and implementing regulations and the costs for regulation and oversight in support of the Act, as set forth in Article 6 (commencing with Section 27390) to Chapter 6 of Division 2 of Title 3. The final proportionate cost for fiscal year 2007/08 is attached and incorporated by reference. Upon receipt of payment, the County is authorized to participate in the Electronic Recording Delivery System (ERDS).

### **Term of Addendum**

The term of this Addendum operates for fiscal year 2007/08.

**MOU Representatives**

The Addendum representatives during the term of this Addendum are:

County of: El Dorado  
Name:  
Phone:  
Fax:  
E-mail:

Department of Justice  
Name: Paul Pane  
Phone: (916) 227-4705  
Fax: (916) 227-0595  
E-Mail: paul.pane@doj.ca.gov

**Agreed and Accepted**

Certification of Addendum Representatives

I certify that I have read and understand the aforementioned statements and agree to comply with the requirements contained herein:

County of: El Dorado  
Name:

Department of Justice  
Name: Paul Pane

Signed: Bonnie H. Rich  
Bonnie H. Rich, Purchasing Agent

Signed: \_\_\_\_\_

Dated: 8/29/07

Dated: \_\_\_\_\_

Attachments: Final Proportionate Costs:  
Expenditure Report

Attachment A  
Attachment B

Contract Administrator/Department Head:

By: William E. Schultz Date: 8/28/2007  
William E. Schultz  
Recorder-Clerk

## Attachment A

**FINAL COST  
FOR COUNTY RECORDERS TO  
FUND DOJ PROGRAM COSTS**

<b>County</b>	<b>Recordings</b>	<b>% of Recordings (Based on Letter of Intent)</b>	<b>Initial County Cost Estimate FY 2007/2008</b>
<b>Total</b>	<b>10,806,113</b>	<b>100%</b>	<b>\$548,190.00</b>
Alameda	475,001	4.40%	\$24,096.62
Contra Costa	473,856	4.39%	\$24,038.53
<b>El Dorado</b>	<b>89,604</b>	<b>0.83%</b>	<b>\$4,545.58</b>
Fresno	273,640	2.53%	\$13,881.65
Kern	321,059	2.97%	\$16,287.20
Los Angeles	2,895,067	26.79%	\$146,865.65
Marin	81,099	0.75%	\$4,114.12
Merced	59,047	0.55%	\$2,995.43
Napa	56,818	0.53%	\$2,882.36
Orange	878,603	8.13%	\$44,571.20
Placer	140,961	1.30%	\$7,150.90
Riverside	957,123	8.86%	\$48,554.49
Sacramento	602,395	5.57%	\$30,559.27
San Bernardino	892,000	8.25%	\$45,250.82
San Diego	1,065,199	9.86%	\$54,037.14
San Mateo	223,416	2.07%	\$11,333.81
Santa Barbara	102,116	0.94%	\$5,180.31
Santa Clara	607,800	5.62%	\$30,833.46
Solano	185,541	1.72%	\$9,412.42
Tulare	133,979	1.24%	\$6,796.70
Ventura	291,789	2.70%	\$14,802.34

**PROJECTIONS**  
ERDS Expenditure/Collections Report

**COLLECTIONS**

YTD Collections (November 2004 through June 2007)	1,641,001.00
Interest on Collection	13,711.00
Total Collections	1,654,712.00

**EXPENDITURES**

Summary of ERDS Program Expenditures (November 2004 through June 2007)	1,584,586.00
2007-08 ERDS Projected Expenditures	577,500.00
1/ Expenditure Credit Applied to (2007-08) from Subsequent Years (2004-05 & 2005-06)	(29,310.00)
2007-08 Projected MOUs	548,190.00

1/ Expenditures credits will be applied one year in arrears to allow for fiscal year liquidation.

**COPY**

**Fiscal Year 06-07 Addendum to Memorandum of Understanding  
Department of Justice  
Electronic Recording Delivery System  
Costs for Developing and Implementing Regulations and Costs for Regulation and  
Oversight**

**Parties**

This Addendum to the Memorandum of Understanding (Addendum) is between the California Department of Justice, hereinafter referred to as "DOJ" and the County of El Dorado, hereinafter referred to as "County."

**Incorporation by Reference of MOU**

Both County and DOJ agree that the terms of the MOU, previously executed, continue to operate and are incorporated herein by reference.

**Purpose**

The purpose of this Addendum is to continue the agreement found in the MOU previously executed by the parties to comply with the Electronic Recording Delivery Act of 2004 (ERDA) (Gov. Code, §§ 27390-27399; "Act") This Addendum shall operate to bind the parties to the final proportionate costs to the County for fiscal year 2006/07. These costs include the costs for developing and implementing regulations and the costs for regulation and oversight.

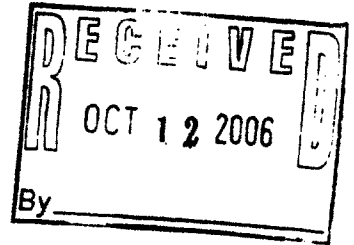
**Agreement**

DOJ and County hereby consent and agree that County will pay DOJ for the direct cost of developing and implementing regulations and the costs for regulation and oversight in support of the Act, as set forth in Article 6 (commencing with Section 27390) to Chapter 6 of Division 2 of Title 3. The final proportionate cost for fiscal year 2006/07 is attached and incorporated by reference. Upon receipt of payment, the County is authorized to participate in the Electronic Recording Delivery System (ERDS).

**Term of Addendum**

The term of this Addendum operates for fiscal year 2006/07.

**MOU Representatives**



The Addendum representatives during the term of this Addendum are:

County of: El Dorado  
Name:  
Phone:  
Fax:  
E-mail:

Department of Justice  
Name: Paul Pane  
Phone: (916) 227-4705  
Fax: (916) 227-2545  
E-Mail: paul.pane@doj.ca.gov

**Agreed and Accepted**

Certification of Addendum Representatives

I certify that I have read and understand the aforementioned statements and agree to comply with the requirements contained herein:

County of: El Dorado  
Name: Jack Sweeney, Chairman  
Board of Supervisors

Department of Justice  
Name: Paul Pane

Signed: *Jack Sweeney*  
Dated: 10/3/06

Signed: *[Signature]*  
Dated: 10/12/06

Attachment: Final Proportionate Costs:

Attachment 1

ATTEST: CINDY KECK, Clerk  
of the Board of Supervisors

By *[Signature]*  
DEPUTY

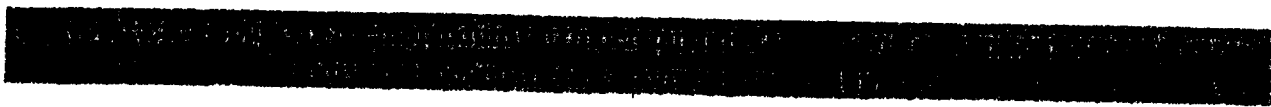
**FINAL PROPORTIONATE COST  
FOR COUNTY RECORDERS TO  
FUND DOJ PROGRAM COSTS**

Attachment A

County	Recordings*	% of Recordings (Based on Letter of Intent)	Initial County Cost Estimate FY 2006/07
Total	11,454,632	100.00%	\$648,182.00
Alameda	554,065	4.84%	\$31,352.82
Contra Costa	581,955	5.08%	\$32,931.02
El Dorado	109,358	0.95%	\$6,188.12
Fresno	307,194	2.68%	\$17,383.15
Kern	361,387	3.15%	\$20,449.77
Los Angeles	3,213,754	28.06%	\$181,856.34
Marin	111,948	0.98%	\$6,334.79
Merced	104,071	0.91%	\$5,889.05
Napa	66,464	0.58%	\$3,760.99
Placer	175,240	1.53%	\$9,916.29
Riverside	1,082,688	9.45%	\$61,265.95
Sacramento	798,479	6.97%	\$45,183.44
San Bernardino	994,000	8.68%	\$56,247.37
San Diego	1,317,981	11.51%	\$74,580.45
San Mateo	228,443	1.99%	\$12,926.88
Santa Barbara	126,214	1.10%	\$7,142.06
Santa Clara	582,493	5.09%	\$32,961.47
Solano	232,126	2.03%	\$13,135.29
Trinity	5,970	0.05%	\$337.82
Tulare	147,477	1.29%	\$8,345.26
Ventura	353,327	3.08%	\$19,993.68
	<b>11,454,632</b>	<b>100.00%</b>	<b>\$648,182.00</b>

\*Recordings are based on what the counties submitted to the Insurance Commissioner in 2005 per the LOI

**Electronic Recording Delivery System  
Costs for Developing and Implementing Regulations  
Memorandum of Understanding**



### Parties

This Memorandum of Understanding (MOU) is between the California Department of Justice, hereinafter referred to as the "DOJ" and the County of El Dorado, hereinafter referred to as "County."

### Purpose

The purpose of this MOU is to comply with the Electronic Recording Delivery Act (ERDA) of 2004 (Government Code, §§ 27390-27399; "Act")<sup>1</sup> It is the intent of the Legislature "to develop a system to permit the electronic delivery, recording, and return of instruments affecting right, title, or interest in real property." (Stats. 2004, ch. 621, § 1, subd. (a).) The purpose of the electronic recording delivery system is to enable the County to improve and modernize the counties' systems for recording and handling documents by permitting the electronic delivery, recording and return of specified instruments.

### Acknowledgments

Both County and the DOJ acknowledge that under the Act specific statutory duties must be performed *before* a county puts its electronic recording system into operation. For example, the Attorney General must adopt regulations "for the review, approval, and oversight of electronic recording delivery systems" (§ 27393); evaluate and certify the system selected by each county (§§ 27391, subd. (a); 27392, subd. (a).); "approve software and other services" (§ 27392, subd. (b)); establish a list of approved computer security auditors (§ 27394), after conducting criminal background checks (§ 27395); and certify that each county's submission method will be secure (§ 27397.5, subd. (d)). These initial duties of the Attorney General bring with them "start up" costs--costs that cannot be adequately met by the Act's scheme of generating revenue through the collection of recording fees authorized in section 27397. Furthermore, each county is responsible for paying the costs of developing, operating, and monitoring its electronic recording system. (§ 27397, subd. (a).):

"(a) A county establishing an electronic recording delivery system under this article *shall pay for the direct cost of regulation and oversight by the Attorney General.*"

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<sup>1</sup> Hereafter, references to the Government Code are by section number only.



## **Agreement**

The DOJ and County hereby consent and agree that County will pay the DOJ for their proportionate share of the direct cost of developing and implementing regulations and other costs in support of the ERDA of 2004, as set forth in Article 6 (commencing with section 27390) to Chapter 6 of Division 2 of Title 3. The development of regulations is being pursued to enable the Attorney General to provide review, approval and oversight of electronic recording delivery systems.

### **General Provisions**

County agrees to pay the DOJ for its proportionate share of the direct costs of developing and implementing regulations which may include all or part of the following direct costs: staff, consultant, and vendor costs for program development and implementation including hearings, meetings, travel, site visits, minutes, mailing, legal review of regulations, procedure and forms development, advertisement, and drafting and writing of regulations. Continuation of this MOU beyond the first year will be accomplished by addendum to the MOU. This will allow the DOJ to issue a new estimated cost figure, via the Letter of Intent process, for the next fiscal year to include the cost of regulation and oversight without the necessity of a new MOU from the County. The County's estimated cost calculations for succeeding fiscal years, will be prepared by DOJ and will follow the annual Letter of Intent process.

### **Cost to County Formula**

The direct cost of establishing the regulations and regulation and oversight is allocated to each county by the total documents recorded and filed as reported to the Office of the Insurance Commissioner, as provided in Government Code section 27296, for the previous year. The formula to determine a county's proportionate cost is set by the total documents recorded and filed per individual counties divided by the total documents recorded and filed by all participating counties. The percentage figure obtained for each county is applied to the estimated annual costs of the Attorney General to arrive at an individual county figure.

### **Cost of the Attorney General**

The estimated costs of the Attorney General are those costs projected to be incurred in the next fiscal year and the costs incurred to date in establishing the regulations. County agrees to pay the DOJ for actual expenditures incurred and in accordance with the final costs specified herein, which is attached hereto and made a part of this MOU. The County shall annually provide the total documents recorded and filed as reported to the Office of the Insurance Commissioner, as provided in Government Code section 27296, for the previous year. The DOJ shall issue an annual estimated cost to the County based on the Cost to County Formula. The final cost to the County will be incorporated herein by reference.

### **Payback and/or Carry Over**

If the actual costs exceed the estimated costs, the following year's estimated direct costs will be adjusted to capture the additional costs; the following year's estimated costs along with the previous year's adjusted amount will then be used as the base for redistribution to each

participating county. If the total actual costs are less than the estimated costs, the following year's estimated direct costs will be adjusted to capture the decreased costs; the following year's estimated costs along with the previous year's adjusted amount will then be used as the new base for redistribution to each participating county.

### **DOJ Reporting**

The DOJ shall report to the County every ninety (90) days on the expenditures made by the DOJ in development and implementing regulations.

### **Payment**

County shall pay to the DOJ a lump sum of the final proportionate cost to the County, as incorporated herein by reference, toward the direct cost to be incurred by the DOJ. Payments to the DOJ shall be deposited in the Electronic Recording Authorization Account, which is hereby created in the Special Deposit Fund.

### **Payment Method**

Upon receipt of the signed MOU from each county, the DOJ representative will sign and return a copy of the MOU to the county representative as identified herein, for their records. A copy of the signed MOU will be forwarded to the DOJ accounting office, who will generate an invoice for payment due. Upon receipt of the invoice, the county will send the said lump sum payment along with the bottom portion of the invoice to the address as referenced in the MOU and on the Invoice.

Payment shall reference the invoice number and customer number and shall be made to:

California Department of Justice  
Accounting Office, Cashiering Unit  
PO Box 944255  
Sacramento, CA 94244-2550

### **Term**

The term of this MOU will be from the date this MOU is signed by the DOJ and County MOU representatives until the end of Fiscal Year 2005/2006. An MOU will automatically renew unless one or both parties object or there are modifications to the MOU which would require mutual agreement and signatures by both parties.

A County Recorder reserves the right to terminate this MOU upon thirty (30) days written notice to the DOJ, however, no refund of start-up costs for establishing the regulations will be granted. Refunds of payment toward regulation and oversight will be prorated as incurred in the fiscal year at the time of termination. Upon termination of the MOU, without the mutual intent of the parties to renew, the County Recorder shall cease operation of its electronic recording delivery system.

**RECEIVED**  
OCT 04 2005

**Representatives**

The MOU representatives during the term of this MOU will be:

**Department of Justice**

**Name:** Paul Pane, Manager  
**Phone:** (916) 227-4705  
**Fax:** (916) 227-0595  
**E-Mail:** [paul.pane@doj.ca.gov](mailto:paul.pane@doj.ca.gov)

**County MOU representative (please complete):**

**County of El Dorado**

**Name/Title:** William Schultz, Recorder-Clerk/Registrar of Voters  
**Address:** 330 Fair Lane  
**City, State, Zip Code:** Placerville, CA 95667  
**Phone:** 530-621-5494  
**Fax:** 530-544-6463  
**E-mail:** [oschultz@co.el-dorado.ca.us](mailto:oschultz@co.el-dorado.ca.us)

County of El Dorado Contract Administrator: William Schultz

**Agreed and Accepted**

**Certification of MOU Representatives**

I certify that I have read and understand the aforementioned statements and agree to comply with the requirements contained herein:

County of EL DORADO

Department of Justice

**Name/Title:** Bonnie H. Rich, Purchasing Agent

**Name:** Paul Pane, Manager

**Signed:** Bonnie H. Rich

**Signed:** Paul Pane

**Dated:** 9/26/05

**Dated:** 10/5/05

**Please return the completed MOU to:**

California Department of Justice  
Electronic Recording Delivery System (ERDS)  
PO Box 160526  
Sacramento, CA 95816-0526

**Attachment: Final Costs: Attachment A**

**FINAL COST  
FOR COUNTY RECORDERS TO  
FUND DOJ PROGRAM COSTS**

Attachment A

<b>County</b>	<b>Recordings</b>	<b>% of Recordings (Based on Letter of Intent)</b>	<b>Final County Cost FY 04/05 &amp; 05/06</b>
<b>Total</b>	<b>12,956,845</b>	<b>100%</b>	<b>\$1,000,000</b>
Alameda	574,180	4.43%	\$44,314.80
Butte	93,045	0.72%	\$7,181.15
Contra Costa	573,156	4.43%	\$44,235.77
El Dorado	108,644	0.84%	\$8,385.07
Fresno	292,898	2.26%	\$22,605.66
Kern	403,786	3.12%	\$31,163.90
Los Angeles	3,333,336	25.73%	\$257,264.48
Merced	88,083	0.68%	\$6,798.18
Napa	66,342	0.51%	\$5,120.23
Orange	1,514,761	11.69%	\$116,908.17
Placer	176,373	1.36%	\$13,612.34
Riverside	1,039,166	8.02%	\$80,202.09
Sacramento	791,589	6.11%	\$61,094.27
San Bernardino	965,416	7.45%	\$74,510.11
San Diego	1,412,884	10.90%	\$109,045.37
San Mateo	256,847	1.98%	\$19,823.27
Santa Barbara	138,711	1.07%	\$10,705.62
Santa Clara	612,927	4.73%	\$47,305.27
Trinity	5,547	0.04%	\$428.11
Tulare	136,027	1.05%	\$10,498.47
Ventura	373,127	2.88%	\$28,797.67

**BILL LOCKYER**  
Attorney General

OCT 11 2005

State of California  
**DEPARTMENT OF JUSTICE**



4949 BROADWAY, D214  
SACRAMENTO, CA 95820  
Public: (916) 227-3244

Facsimile: (916) 227-0595  
(916) 227-4705

October 5, 2005

William Schultz  
Recorder-Clerk/Registrar of Voters  
330 Fair Lane  
Placerville, Ca 95667

RE: Signed MOU

Dear Mr. Schultz:

As the named MOU representative, enclosed is a copy of the MOU that has been signed by all parties. It is very important that you keep this copy for your records. You should be receiving an invoice within the next few weeks. The amount shown on the invoice will be the same amount that is referenced in the MOU. We are looking forward to working through this new adventure with you. If you have any questions, please feel free to contact me at 916-227-1127.

Thank you

A handwritten signature in black ink that reads "Michelle Burroughs".

Michelle Burroughs, AGPA  
Department of Justice  
California Justice Information Services  
Electronic Recording Delivery System