



## ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is between Collin County, Texas ("**COUNTY**"), Granicus, Inc. (dba "**GRANICUS**"), and Indecomm Global Services ("**COMPANY**") with offices at St. Paul, Minnesota.

The **COUNTY** desires to offer the recording of real property documents by electronic means providing for the receiving and transmitting of documents electronically in substitution for conventional paper based documents to the mutual benefit of the parties of the transactions.

For purposes of this Memorandum of Understanding, *Electronic Recording* is defined to be the electronically based submitting of documents from the **COMPANY** to **COUNTY** and receipt of confirmation of recording, whether electronically or by other means, from **COUNTY** to the **COMPANY** based on the level of automation and structure of the transaction and is characterized in the industry by three different levels of automation and structure as follows:

Level 1 - Submitting organizations transmit image copies of ink signed documents to the **COUNTY**. The **COUNTY** completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

Level 2 - Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the **COUNTY**. The **COUNTY** performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the images copy and electronic indexing information. If accepted for recording by **COUNTY**, the electronic version of the recorded document is returned electronically or by other means to the submitting organization along with a signification of the recorded status of the document or documents.

Level 3 - Submitting organizations transmit documents that have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA and E-Sign specifications. The **COUNTY** performs an electronic examination of the electronic documents and indexing information then completes the recording process using the electronic documents. The recorded document and a signification of the recorded status of the document or documents are returned to the submitting organization electronically or by other means.

As noted in Attachment A, only **Level 2** is available with **COUNTY**.

### **Program Eligibility**

Electronic Recording requires a close working relationship as well as mutual trust between the **COUNTY**, **COMPANY**, and **GRANICUS**. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between the parties involved in Electronic Recording in order to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.

### **COUNTY Requirements**

The Electronic Recording Program of **COUNTY** is defined by the requirements attached to this Memorandum of Understanding.

*Attachment A* defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by the **COUNTY**. The **COMPANY** agrees to provide the transmission to the **COUNTY** following the specifications outlined. The **COMPANY** understands that the specifications may change from time to time. In the event changes to the specification are required, the **COUNTY** will provide a written notice to the **COMPANY** within a reasonable timeframe.

*Attachment B* contains the document and indexing specifications for the Electronic Recording program. For each document, the **COUNTY** specific document code is provided along with the required indexing information. Any **COUNTY** specific editing rules will also be described in this attachment.

*Attachment C* contains the processing schedules and hours of operation for the Electronic Recording program. No party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of Nature or other cause 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).

*Attachment D* provides the payment options supported for the Electronic Recording program.

### **COUNTY Responsibilities**

**COUNTY** shall attempt to protect the integrity of the Recordation process through ongoing monitoring of documents received and recorded through the Electronic Recording means.

COUNTY shall work with GRANICUS and the COMPANY to install, configure, and administer necessary infrastructure components to facilitate Electronic Recording.

COUNTY shall test and maintain Electronic Recording software and hardware required to operate the Electronic Recording capability. The COUNTY however, shall be held harmless and not liable for any damages resulting from software or equipment failure.

COUNTY shall institute security to authenticate verbal communications.

COUNTY shall apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual process.

#### **GRANICUS Responsibilities**

GRANICUS is responsible for providing, supporting, and maintaining Electronic Recording Software and internal Recording Software to COUNTY pursuant to a separate licensing or other agreement between GRANICUS and COUNTY.

GRANICUS shall work with the COMPANY and COUNTY to resolve issues encountered in the Electronic Recording process that are within scope of GRANICUS' software.

GRANICUS, through the Electronic Recording software, shall maintain a baseline audit trail of documents received, IDs received, dates and times received, receipts to the COMPANY received, receipts transmitted, and any errors encountered.

#### **COMPANY Responsibilities**

The COMPANY shall work to ensure that all security measures and credentials implemented are protected. The COMPANY assumes all responsibility for documents submitted through unique credentials provided to the COMPANY for the purposes of engaging in Electronic Recording.

The COMPANY shall be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission, for errors, omissions, scanning defects, illegible areas, incorrect DPI, page count discrepancies and other deformities that would impact the validity of the document. The COMPANY will, at a minimum; have validation embedded in their software to prevent inconsistent page counts and incorrect DPIs from being transmitted to the COUNTY.

The COMPANY acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic format documents and business records and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents, the **COMPANY** intends to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, the **COMPANY** intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, the **COMPANY** shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files.

The **COMPANY** and or its' submitters attest to the accuracy and completeness of the electronic records and acknowledge responsibility for the content of the documents submitted through the Electronic Recording Program. Should a dispute or legal action arise concerning an electronic transaction, the **COUNTY** and **GRANICUS** will be held harmless and not liable for any damages.

The **COMPANY** is responsible for receiving receipt of documents recorded by **COUNTY** insuring that the source of the receipt is known to be the **COUNTY**. The **COMPANY** is responsible for forwarding these documents to **COUNTY**. The **COMPANY** must maintain an audit trail of all activity, available to **COUNTY** or **GRANICUS**, at their request, to resolve issues or to investigate potential fraudulent activity. The audit trail must contain, at a minimum, submitter ID, submitted content at point of receipt from the **COMPANY**, submitted content as at point of delivery to **COUNTY**, dates and times submitted.

The **COMPANY** is responsible for assisting with resolution of any technical issues associated with Electronic Recording. The **COMPANY** shall work, in good faith, with **GRANICUS** and **COUNTY** to resolve issues with the Electronic Recording Process.

The **COMPANY** shall provide end user support to both **GRANICUS** and **COUNTY** through which problems or issues can be reported and addressed. In the event that a problem is determined to be with the Electronic Recording software and not the infrastructure provided, the **COMPANY** shall work to resolve issues with **COUNTY** and **GRANICUS**.

The **COMPANY** is solely responsible for any and all costs of the system, hardware or services that enable the **COMPANY** to meet the Electronic Recording Program requirements provided by **GRANICUS**.

The **COMPANY** is responsible for coordinating all technical problems and issues through **COUNTY**.

#### **General Understandings**

**COUNTY** will not incur any liability for the information electronically transmitted by the **COMPANY to COUNTY**.

**COUNTY** will not incur any liability for any breach of security, fraud, or deceit caused by Company, Granicus or other third parties as a result of Electronic Recording.

Neither **COUNTY**, nor **COMPANY**, nor **GRANICUS** shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in Electronic Recording transmission or receipt.

~~In no event will **GRANICUS**' liability hereunder exceed \$1,000 regardless of the form of the claim, including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise).~~ *May  
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The **COUNTY** and the **COMPANY** will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

Any party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination. Termination of such agreement shall result in the immediate halt of Electronic Recording from the **COMPANY to COUNTY**.

The **COUNTY**, **GRANICUS** and the **COMPANY** acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve.

**IN WITNESS WHEREOF, the parties hereto have executed this contract.**

**COUNTY**

COUNTY \_\_\_\_\_  
Signature \_\_\_\_\_  
\_\_\_\_\_

Printed Name \_\_\_\_\_

Country Clerk  
Title

### Title

Date \_\_\_\_\_

1-10-2017

**COUNTY**

Mubaly Khan  
Signature

Printed Name

Michael Rains  
Title

### Title

Date \_\_\_\_\_

1/10/17  
Date  
6.06.17 Under no 2017-001-01-09

60621 Under no 2017-007-01-09

**INDECOMM GLOBAL SERVICES**

**Signature**

Latha Parameswaran  
Printed Name

Printed Name

Vice President  
Title

## Title

Date \_\_\_\_\_

11/3/16

**GRANICUS INC.**

Signature

**Signature**

Michael B. Battaglia  
Printed Name

Printed Name

Managing Director, RMS  
Title

### Title

Date \_\_\_\_\_

1-12-17

## Attachment A: Technical Specifications

### Format of the transmitted File

PRIA file format standard will be used. Images will be in Multi-page Group IV TIFF format.

The **COMPANY** agrees that the physical page count of the image file embedded in the XML format and the actual page count of document included in the XML file are the same.

The **COMPANY** agrees to submit all documents at **(300)** DPI.

The **COMPANY** will, at a minimum; have validation embedded in their software to prevent inconstant page counts and incorrect DPIs from being transmitted to the **COUNTY**.

### Communications Protocol and Options

TCPIIP, HTTP and HTTPS

### Security Framework

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed.

### Returned File Format

PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format.

### Levels of Electronic Recording Supported for COUNTY

(Level 2 supported)

### Electronic Signatures and Use of Digital Certificates

The use of Electronic Signatures and Digital Certificates will not be used at this time. However, **COUNTY** reserves the right to revisit this at a later date with **COMPANY**. **COMPANY** acknowledges that Electronic Signatures and Digital Certificates will be used in the future and will work with **COUNTY** to accommodate their use.

### Imaging Standards

Document will be scanned at 300 DPI.

Documents will be scanned in portrait mode.

Document images will be captured as multi-page Group IV TIFF images.  
Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals –and in which all portion of each page are captured.



## Attachment B: Documents and Indexing Specifications

Documents shall be accepted for filing according to the provisions of Texas law.

Document types available for this program and indexing standards are selected by COUNTY and COUNTY has the right to make changes to any document and indexing procedure without notice. The approved documents types can be found on the COUNTY's website or can be obtained via inquiry at the COUNTY's office

## Attachment C: Service Offering

### Training

Training or install help can be provided by **GRANICUS** to the **COMPANY** at the standard hourly rate of \$200.00 plus expenses.

### Hours of Operation

Documents may be submitted at any time during the week. Documents will only be processed on those days and hours that the **COUNTY** Recording Office is open to the public for business. Documents will not be processed on **COUNTY** holidays, weekends, "snow days," etc., or in the event of network or equipment failure. **COUNTY** will attempt to notify the **COMPANY** of any disruption in service.

### Processing Schedules

**COUNTY** shall stop processing documents received via e-filing at 4:00 PM CST for the current business day.

### Turnaround Timeframe

Every attempt will be made to process documents received prior to the time listed above, but no guarantee is made nor given.

### Alternative Delivery Options

There are no other electronic delivery options at this time.

### Return to Options

Submitted documents that are accepted for recording will be provided to the **COMPANY** in electronic format after acceptance. Confirmation of acceptance and recordation will be provided to the **COMPANY** in electronic format or by other means after recordation is complete. This confirmation will include the document image and **COUNTY** Indexing data. **COUNTY** reserves the right to make changes to the index at a later date.

Submitted documents that are rejected will be returned to the **COMPANY** in electronic format after rejection, along with a description of the reason(s) for rejection.

Initially, reasons for rejections will be tabulated and discussed at 30 days and 120 days with the **COMPANY**.

## Service Help Contact Information

### **COUNTY RECORDING CONTACT:**

Name: Brenda Cavender  
Telephone Number: (972) 548-4157  
Email Address: bcavender@co.collin.tx.us

### **COUNTY RECORDING CONTACT:**

Name: Beth Vincent  
Telephone Number: (972) 548-4158  
Email Address: evincent@co.collin.tx.us

### **INDECOMM GLOBAL SERVICES BUSINESS CONTACT:**

Name: Tim Taylor  
Telephone Number: (651) 766-5122  
Email Address: Tim.taylor@indecomm.net  
cc: erecordsupport@indecomm.net

### **INDECOMM GLOBAL SERVICES TECHNICAL CONTACT:**

Name: Corey Jordin  
Telephone Number: (651) 415-9361  
Email Address: Corey.jordin@indecomm.net  
cc: erecordsupport@indecomm.net

### **COUNTY E-RECORDING VENDOR SUPPORT CONTACT:** **GRANICUS**

Name: Doug Kelly  
Telephone Number: (703) 787-7775 ext 1807  
Email Address: Douglas.Kelly@granicus.com

### **COUNTY E-RECORDING VENDOR TECHNICAL CONTACT:** **GRANICUS**

Name: Robert Wellman  
Telephone Number: (720) 240-9586 ext 1296  
Email Address: Robert.Wellman@granicus.com

## Attachment D: Payment Options

### **ACH Payments**

**COMPANY** agrees to settle account daily by submitting collections via Automated Clearing House (ACH) to **COUNTY** bank account. **COMPANY** will provide all necessary reports in connection with ACH transactions.