



## ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated 5/25/2022, is between eRecording Partners Network (ePN) and Collin ("County") located in 2300 Bloomdale #4192, McKinney, Texas 75071.

ePN offers a national electronic recording service to function as a trusted third party for Title Insurance Companies, Attorneys, Mortgage Bankers, Full Service Banks and other trusted entities to submit electronic documents to government entities for recording.

County desires to offer recording of real property documents by electronic transmission in substitution for conventional paper based documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties of the transactions.

For purposes of this Memorandum of Understanding, *Electronic Recording* is defined based on the level of automation and structure of the transaction. The three levels of automation are as follows:

- Level 1 Submitting organizations transmit scanned 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 imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.
- Level 3 Submitting organizations transmit "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by the county and returned in Smart document format to the submitting organization.

### **Program Eligibility**

Title Insurance Companies, Attorneys, Mortgage Bankers, Full Service Banks and other trusted entities may directly or through a trusted third party provider submit real property records for electronic recording. Electronic Recording mandates a close working relationship as well as mutual trust between the County and the submitting entity. 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 ePN and the County 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.

There will be no added fees or costs of any kind charged by the County for Electronic Recording.

### **County Requirements**

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

- ***Attachment A*** contains the County address and contact information.
- ***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. ePN acknowledges that County will reject and return any transactions that do not meet the document and indexing specifications.
- ***Attachment C*** contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of God 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. If the County system causes delays or power failures that interfere with the normal course of business, the County will notify ePN with a choice of using a courier service or waiting until the problem has been remedied.
- ***Attachment D*** provides the payment instructions for the Electronic Recording program. This form provides the account information for ePN to deposit payments via ACH into the County bank account.

### **ePN Responsibilities**

ePN acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats 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, ePN 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, ePN 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.

### **General Terms**

The County will not incur any liability for the information electronically transmitted by ePN. Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages.

The County will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording. Neither ePN nor the County 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 the Electronic Recording transmission or receipt.

ePN and the County 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.

Either party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination.

**ePN Contact Information:**

Pamela Trombo  
eRecording Manager  
888-325-3365 ext. 11240  
[pam@GOePN.com](mailto:pam@GOePN.com)

ePN Support  
888-325-3365 ext. 1  
[support@GOePN.com](mailto:support@GOePN.com)

ePN Accounting  
888-325-3365  
[accounting@GOePN.com](mailto:accounting@GOePN.com)

**County Notices:**

Purchasing Department  
2300 Bloomdale #3160  
McKinney, Texas 75071

Collin County Administrator  
Bill Bilyeu  
2300 Bloomdale #4192  
McKinney, Texas 75071

**Expenses for Enforcement.** In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

**Venue.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

**Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**Agreed and Accepted:**

PER COURT ORDER NO. 2022-499-06-06

eRecording Partners Network

*Pamela Trombo*

Signature

Name: Pamela Trombo

Title: VP, Product

Date: 5/25/2022

County \_\_\_\_\_

DocuSigned by:

*Michelle Charnoski*

Signature

Name: Michelle Charnoski

Title: Purchasing Agent

Date: 6/10/2022

**Attachment A**

**County Contact Information**

**Daily eRecording Contact:**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

**Accounting Contact:**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

**Attachment B**

**Document and Indexing Specifications**

**Accepted eRecord Document Types and Document Codes:**

**(Attach document list or note that software vendor will provide document list.)**

**XML Indexing Specifications:**

**Required: (i.e. Grantor/Grantee, Consideration, etc.)**

**Attachment C**

**Processing Schedules and Hours of Operation**

**Office Hours of Operation:** \_\_\_\_\_AM to \_\_\_\_\_PM ( )  
Time Zone

**eRecording/Processing Hours:** \_\_\_\_\_AM to \_\_\_\_\_PM

**Closed for Holidays as Follows: (Optional)**



**Attachment D**

**Payment Instructions**

**Authorization Agreement for Direct Deposits  
(ACH CREDITS)**

\_\_\_\_\_  
County County ID Number (TAX ID)

I (We) hereby authorize eRecording Partners Network LLC, herein after called COMPANY, to initiate CREDIT entries and/or correction entries to our  
 CHECKING  SAVINGS account (select one) indicated below at the depository named below, herein after called DEPOSITORY.

\_\_\_\_\_  
Depository Name/Bank Name Branch

\_\_\_\_\_  
City State

\_\_\_\_\_  
Bank Transit / ABA Number ( 9 digits ) Account Number

This authorization is to remain in full force until ePN has received written notification from me (or either or us) of its termination in such manner as to afford ePN and DEPOSITORY reasonable opportunity to act upon it.

\_\_\_\_\_  
Name(s) Title

\_\_\_\_\_  
Signature Date

***\*To be retained in ePN File until termination\****

Name and email addresses for recipients of nightly ACH Report:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_