

JAN 13 2020

REQUEST FOR AGENDA PLACEMENT FORM

Approved

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Becky Ivey TODAY'S DATE: January 6, 2020

DEPARTMENT: County Clerk

SIGNATURE OF DEPARTMENT HEAD: Becky Ivey

REQUESTED AGENDA DATE: January 13, 2020

SPECIFIC AGENDA WORDING: Consideration of approval and authorization for the County Judge to sign the Electronic Recording Memorandum of Understanding Agreement with eRecordings Partners Network (ePN) for Electronic Recording of Real Property Documents.
Contract was reviewed by the County Attorney's Office prior to submission to Comm. Court for approval.

PERSON(S) TO PRESENT ITEM: Becky Ivey

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 minutes ACTION ITEM: X
WORKSHOP: _____
(Anticipated number of minutes needed to discuss item) CONSENT: _____
EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: XX IT DEPARTMENT: XX
AUDITOR: XX PURCHASING DEPARTMENT: _____
PERSONNEL: _____ PUBLIC WORKS: _____
BUDGET COORDINATOR: _____ OTHER: _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____



ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated _____, is between eRecording Partners Network (ePN) and Johnson County ("County") located in Cleburne, TX.

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

ePN Support
888-325-3365 ext. 1
support@GOePN.com

ePN Accounting
888-325-3365
accounting@GOePN.com

Agreed and Accepted:

eRecording Partners Network



Signature

Name: Pamela Trombo

Title: VP of eRecording

Date: 12/23/2019

County Johnson


Signature

Name: Roger Harmon

Title: County Judge

Date: 01/13/2020

Attachment A

County Contact Information

Daily eRecording Contact:

Name Deirdre Coslow
Title Chief Deputy
Address 2 N. Main St. Room 131, PO Box 1986
City, State, Zip Code Cleburne TX 76033
Email Address deirdre@johnsoncountytexas.org
Phone Number 817-556-6316

Accounting Contact:

Name Dwight Crowe
Title Audit Manager
Email Address dwightc@johnsoncountytexas.org
Phone Number 817-558-0111 x 1621

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.)

Software vendor will provide

XML Indexing Specifications:

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

appropriate document type

Attachment C

Processing Schedules and Hours of Operation

Office Hours of Operation: 8:00 AM to 5:00 PM (CST)
Time Zone

eRecording/Processing Hours: 8:00 AM to 3:00 PM

Closed for Holidays as Follows: (Optional)

New Year's Day
Martin Luther King Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day & Day After
Christmas Eve & Christmas

Attachment D

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

JOHNSON 75-6001030
County County ID Number (TAX ID)

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

FIRST FINANCIAL BANK
Depository Name Branch

CLEBURNE TX
City State

111301122 176545
Bank Transit / ABA Number (9 digits) Account Number

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

Kathy Blackwell County Treasurer
NAME(S) Title
Kathy M. Blackwell 12/23/19
Signature Date

****To be retained in Company File until termination****

Names and email addresses of recipients of nightly ACH report:

Deirdre Coslow deirdre@johnsoncountytexas.org
Heidi Pierce heidi.pierce@johnsoncountytexas.org
Erika Campbell erikac@johnsoncountytexas.org

Form Revised 11/2017