



ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated _____, is between eRecording Partners Network (ePN) and _____ Laramie ("County") located in _____ 309 W 20th St., Cheyenne, WY 82001 _____.

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

Pamela Trombo
Signature

Name: Pamela Trombo

Title: eRecording Manager

Date: 1/26/2018

County Laramie

Signature

Name: _____

Title: _____

Date: _____

Attachment A

County Contact Information

Daily eRecording Contact:

Name Laura Pate
Title Real Estate/Recording Manager
Address 309 W 20th St
City, State, Zip Code Cheyenne, WY 82001
Email Address lpate@laramiecountyclerk.com
Phone Number 307-633-4352

Tracy Walton
Deputy Clerk

tracyw@laramiecountyclerk.com
307-633-4351

Michelle Sumner
Deputy Clerk

michelles@laramiecounty
clerk.com
307-633-4350

Accounting Contact:

Name Rhonda Bush
Title Chief Deputy County Clerk
Email Address rhonda@laramiecountyclerk.com
Phone Number 307-633-4266

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.)

SEE ATTACHED E-RECORDING STANDARDS FOR LARAMIE COUNTY

SEE ATTACHMENT E-RECORDING LIST OF INSTRUMENTS

XML Indexing Specifications:

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

SEE ATTACHED E-RECORDING STANDARDS FOR LARAMIE COUNTY

Attachment C

Processing Schedules and Hours of Operation

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

eRecording/Processing Hours: 8:00AM to 4:30PM

Closed for Holidays as Follows: (Optional)

SEE ATTACHED E-RECORDING STANDARDS FOR LARAMIE COUNTY



LARAMIE COUNTY CLERK

Debra K. Lee

E-RECORDING STANDARDS FOR LARAMIE COUNTY, WY

Submittal time:	8:00 AM – 4:30 PM MS/DT- Mountain Standard/Daylight Time
Paper size:	Letter or Legal
Color Type:	Only Black and white, or documents that have been converted to Black and White by the submitter
Image Type:	TIFF
Resolution:	300 dpi
Font requirements:	Not less than size 12 font
Margins:	Top - 2" on first page; 1" on pages after first page Left, Right, Bottom – 1" on all pages
Batch size:	No batch size will exceed 10 documents and/or 200 pages
Holidays:	Documents will not be received on adopted County Holidays or if the Courthouse is closed for any reason by the Board of County Commissioners. Non-emergency closure dates are located under the 'Residents' Tab, 'Quick Links', Holiday Schedule at http://www.laramiecounty.com/HolidaySchedule.aspx
Illegibility:	Any documents determined by the County Clerk to be illegible, will be rejected by authority granted under W.S. 18-3-402(a)(viii).
Fee Schedule:	The fee schedule is listed in W.S. 18-3-402(a)(xvi)

Adopted 6-16-2017; Amended 7-13-2017

Document/Instrument Type	Code
ASSIGN LEASE & RENTS	5502
ASSIGNMENT OF DEED	3010
CERTIFIED CORNERS	9001
DD214 SEPARATION USA	9003
DEED	3000
DEED MISCELLANEOUS	3040
DEDICATION	6560
EASEMENT	6505
GOVERNMENT CORRECTION	8740
GOVERNMENT ERROR	8790
GOVERNMENT LIEN	8741
GOVERNMENT LIEN WITHDRAWAL	8760
GOVERNMENT PARTIAL RELEASE	8520
GOVERNMENT RELEASE	8730
LEASE	5500
LEASE MISCELLANEOUS	5540
LEASE PARTIAL RLS	5520
LEASE RELEASE	5530
LIEN PARTIAL RELEASE	8020
LIEN RELEASE	8030
LIEN/JUDGEMENT	8001
MISCELLANEOUS DOC	6500
MISCELLANEOUS PARTIAL RELEASE	9032
MISCELLANEOUS RELEASE	6530
MH AFFIDAVIT	9
MORTGAGE	4000
MORTGAGE ASSIGNMENT	4010
MORTGAGE MISCELLANEOUS	11
MORTGAGE PARTIAL RELEASE	4020
MORTGAGE RELEASE	4030
OIL & GAS ASSIGNMENT	5510
OIL& GAS LEASE	5501
OIL & GAS RELEASE	5535
OIL & GAS MISCELLANEOUS	5515
PARTY WALL AGREEMENT	6504
POWER ATTNY CORRECTION	7040
POWER OF ATTORNEY	7000
PROTECTIVE COVENANTS	6501
REVOCATION OF DEED	3030
REVOKE POWER OF ATTY	7030
SHERIFF SALE ASSIGNMENT	6010
SHERIFF SALE RELEASE	6030
SHERIFF'S CERT SALE	6000
UCC FINANCING STATEMENT	UCCF
UCC TERMINATION	UCCT
UCC MISCELLANEOUS	UCCM
WAIVER HOMESTED RIT	6503

ADDENDUM TO THE ELECTRONIC RECORDING MOU
between
Laramie County and eRecording Partners Network

THIS ADDENDUM is made and entered into by and between Laramie County, 310 West 19th Street, P.O. Box 608, Cheyenne Wyoming, 82003-0608 (hereinafter referred to as "COUNTY"), and eRecording Partners Network LLC (hereinafter referred to as "CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Electronic Recording Memorandum of Understanding (hereinafter referred to as "Agreement"), between COUNTY and CONTRACTOR for the purpose of recording real property documents by electronic transmission.

II. TERM

This Addendum shall commence on the date the last signature is affixed hereto by the duly authorized representatives of the parties, and shall remain in full force and effect until its termination in accordance with the terms of this Addendum, unless terminated at an earlier date pursuant to the provisions of this Addendum, or pursuant to federal or state statute, rule or regulation.

IV. MODIFICATIONS

A. Paragraph three (3) of the section titled "General Terms" is excluded and is of no further force or effect.

B. The parties to this agreement understand that data and information subject to confidentiality or privilege under Wyoming or Federal law and regulation may be available to CONTRACTOR and/or come into CONTRACTOR's possession and control as a result of performance under this agreement. CONTRACTOR agrees that it will comply with any applicable laws or regulations regarding the protection and/or unauthorized release of such materials and shall maintain appropriate security measures, consistent with industry standards, for the protection of such data or information.

V. ADDITIONAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by

state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY's approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under the Agreement and this Addendum or of any cause of action arising out of the performance of the Agreement and this Addendum.

C. Termination: The Agreement and this Addendum may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the Agreement and this Addendum; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Assignment: Neither the Agreement, this Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

E. Modification: The Agreement and this Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

F. Invalidity: If any provision of the Agreement and this Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of the Agreement and this Addendum are fully severable.

G. Applicable Law and Venue: The parties mutually understand and agree the Agreement and this Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Agreement and this Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing the Agreement and this Addendum. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in the Agreement and this Addendum.

H. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement and this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement and this Addendum.

I. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement and this Addendum because of race, color, gender, creed, handicapping condition, or national origin.

J. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, as amended, and/or any properly promulgated rules and regulations relating thereto.

K. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 through 121, as amended, by entering into the Agreement and this Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement and this Addendum.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement and this Addendum shall operate only between the parties to the Agreement and this Addendum, and shall inure solely to the benefit of the parties to the Agreement and this Addendum.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees.

N. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Agreement and this Addendum described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from the Agreement and this Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Agreement and this Addendum.

O. Force Majeure: Neither party shall be liable to perform under the Agreement and this Addendum if such failure arises out of causes beyond the control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

P. Notices: All notices required and permitted under the Agreement and this Addendum shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when

personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

R. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

[The remainder of this page is intentionally left blank]

ADDENDUM TO MAINTENANCE AGREEMENT
between
Laramie County and eRecording Partners Network

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
K. N. Buck Holmes, Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

Date _____

eRecording Partners Network

By: Pamela Trombo
Printed name: Pamela Trombo
Title: eRecording Manager

Date 1/26/2018

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature]
Gladys Ayokosok
Deputy Laramie County Attorney

Date 1/26/18