

ESS

Electronic Services System – Coordinating Committee Meeting

Agenda

Teleconference

June 26, 2019
10:00 A.M.

- **Welcome and Introductions**
- **May 9, 2019 – ESS Coordinating Committee Meeting Summary – Approval**
- **Contracts and Agreements**
 - **External Submitter Agreement Renewals – Approval**
 - eRecording Partners
 - Indecomm
 - Department of Transportation
 - **Content Management and Web Development Agreement – Approval**
 - Web Spec Design
 - **ILR Staff Compensation Adjustments – Approval**
 - **Enterprise Iowa MOU Amendment – Approval**
 - **Enterprise Iowa Contract Amendment – Approval**
 - **Software Development and Equipment Maintenance Fund Expenditure Authorization – Approval**
- **Policies and Procedures**
 - **POS Surcharge Adjustment – Approval**
- **Other Project Updates**
 - **IRS Safeguard Update**
 - **Authorization to Purge Archived DOR Submissions – Approval**
 - **Document Retention and Destruction Policy – Approval**
 -
- **Key Project Updates**
 - **E-Submission 2.0 Recorders' Interface – Testing and Production**
- **Adjourn - Next Regular Meeting August 8, 2019**

Individuals who wish to monitor the conference call may do so at the offices of Enterprise Iowa, 8711 Windsor Parkway, Suite 2, Johnston, IA 50131.

**Electronic Services System
Coordinating Committee
Meeting Summary
May 9, 2019**

Participants

Kathy Jurries, Calhoun County Recorder, Chair
Deb Roberts, Floyd County Recorder

Janelle Schneider, Adair County Recorder
John McKinney, Community Bankers of Iowa
Julie Haggerty, Polk County Recorder

Bob Rafferty, Rafferty Group
Lisa Long, Iowa Land Records
Leah Champion, Iowa Land Records
Kati Ross, Iowa Land Records

Travis Case, Grundy County Recorder
Phil Dunshee, Iowa Land Records

Committee Members Participating Via Teleconference

Diane Swoboda Peterson, Woodbury County Recorder Eric Sloan, ICIT
Lindsay Laufersweiler, Webster County Recorder Melissa Bahnsen, Cedar County Recorder
Dave Rubow, ILTA

Welcome

The meeting of the ESS Coordinating Committee was held at the Iowa Land Records office and via teleconference. The meeting was called to order by Kathy Jurries and introductions were made.

Meeting Summary

The February 7, 2019 Meeting Summary was reviewed. Deb Roberts made a motion to approve the Meeting Summary. Janelle Schneider seconded, and the motion was approved.

Financial Reports

The Committee reviewed the financial reports, and Janelle Schneider made a motion to approve BOA 2019 1st Quarter Report and the YTD Report, and the Fund 255 FY 2019 3rd Quarter Report as presented. Julie Haggerty seconded, and the motion was approved. The Committee also received an update on the CY 2018 Audit and the 990 Return Status.

ESS Budgets

Revenue Trends

Overall recording activity declined in the first months of 2019, causing revenues for Fund 255 and the Bank of America account to fall below projections. The Project Manager reported on numerous changes being made to reduce expenses, both in technological products and personnel.

The Project Manager presented the budget amendments for Fund 255 for FY 2019 and for BOA CY 2019, and the proposed FY 2020 budget for Fund 255. A motion was made by Diane Swoboda Peterson, and it was seconded by Julie Haggerty. The motion was approved.

Contracts & Agreements

Local Service Provider Maintenance Agreement Renewals – Approval

The Project Manager presented a final recommendation for the FY 2020 maintenance agreement template. The final version represents a process that involved significant input from the local service providers. The agreement has been updated to further clarify responsibilities of local service providers working with ESS. It also modifies compensation from a 3% annual increase to a cost-of-living increase as published by the Social Security Administration, and it includes a provision for auto-renewal unless either party provides a notice of termination. A motion was made by Julie Haggerty to approve the Local Service Provider Maintenance Agreement as presented by the Project Manager. Deb Roberts seconded, and the motion was approved.

External Submitter Agreement Renewals—Approval

The Project Manager presented recommended agreement for the external submitters CSC and Simplifile. The updated agreements include an automatic annual renewal process unless either party provides notice of termination. A motion was made by Deb Roberts to approve the External Submitter Agreements as presented by the Project Manager. Julie Haggerty seconded, and the motion was approved.

Brick Gentry—FY 2019 Retainer—Approval

The Project Manager presented a recommendation to extend the retainer for Brick Gentry legal services. There would be no change in fees for this retainer. John McKinney made a motion to approve, and Lindsay Laufersweiler seconded the motion. The motion was passed.

Professional Solutions Contract Amendment—Approval

The Project Manager updated the Committee about undisclosed fees incurred through the Professional Solutions ACH processor. Negotiations have been underway with Professional Solutions and an agreement was reached to switch from PAYA – the source of the unexpected charges – to VeriCheck, an alternative ACH processor. Diane Swoboda Peterson made a motion to approve the recommended amendment to the agreement with Professional Solutions as presented on the condition that any changes are presented to the Committee before final execution. Nancy Booten seconded the motion. The motion was approved.

Note: no subsequent changes were made, and the amendment has been signed.

Content Management and Web Development Agreement

The Committee was presented with a contract agreement with WebSpec Design to prepare a plan for the development of a new Content Management System for Iowa Land Records. Deb Roberts made a motion to approve, and it was seconded by Janelle Schneider. The motion was approved.

Note: It is anticipated that a full scope of work and agreement to implement the plan will be presented at a special teleconference meeting of the Committee to be scheduled prior to the next regular meeting

Policies and Procedures

Reserve fund Policies

The Committee reviewed a proposed policy amendment to Section 1.7(6) regarding ESS reserve funds. The policy amendment was presented to add definitions for redaction reserve, restricted operating reserve and unrestricted operating reserve.

A motion was made by Janelle Schneider to approve the proposed reserve fund policy amendment, and it was seconded by Nancy Booten. The motion was approved.

Financial Procedure Policies

The Committee reviewed a proposed policy amendment to Section 1.6(10) regarding the expense reimbursement policies associated with ESS meetings and activities. In addition, references to CLRIS were all changed to ESS.

The Committee also reviewed a proposed new policy concerning the method for determine the value of software assets developed by Iowa Land Records. This proposed new policy was based on procedures developed during the 2017 and 2018 audit processes.

Julie Haggerty made a motion to approve the policy amendment regarding expense reimbursements, and to establish the software asset determination policy. Deb Roberts seconded, and the motion was approved.

Remote Notarization

The Project Manager provided the Committee with an update on recent legislation passed regarding remote notarization. Bob Rafferty presented a history of the legislation and information about various stakeholder groups' stances on the Bill.

Groundwater Hazard Best Practices

The Project Manager presented a draft policy that would clarify necessary documentation by customer submitters relating to Groundwater Hazard Statements. The main purpose of a policy would be to establish best practices for submitters. No action was taken.

Document Retention Policy

The Project Manager informed the Committee of a draft Document Retention Policy being reviewed by legal counsel to ensure that the ESS organization fulfills requirements for government entities. This will be presented for action at a future meeting.

Certified Copies Best Practices

The Project Manager informed the Committee of the results of a survey of Recorders concerning practices for providing Certified Copies. The topic will be reviewed by the Standards Subcommittee.

Key Project Updates

E-Submission 2.0 Submitter's Focus Groups

The Committee was updated on the progress of E-Submission 2.0 – the Recorder’s interface. The updated interface was demonstrated. The Recorders did not feel they had spent enough time testing the interface to make an acceptance decision and this action item was deferred to a future meeting.

Other Project Updates

County Recorder E-Submission Campaign

The Director of Marketing and Communications updated the Committee on the results of the Counties to Customers Campaign, as well as the continued promotional efforts being implemented. The Committee was updated on various trade shows as well as the 2019 Spring Seminar Series and on the status of education and outreach plans for FY 2020.

IRS Safeguard Update

The Project Manager recommended the development of security policies and procedures, and advised that this will be a focus of activity in the coming months.

PRIA Update

Diane Swoboda Peterson and the Project Manager were both present at the most recent PRIA Strategic Planning meeting and presented the information that was discussed.

The meeting was adjourned at 2:09 PM.

Integration Agreement



And

Electronic Services System

**(County Land Record
Information System)**

June 1, 2019

TABLE OF CONTENTS

Section 1. Preamble	4
Section 2. General Provisions	5
2.1 Definition of Terms.....	5
2.2 External Submitter Authorized Provider	7
2.3 Term.....	7
2.4 Policies and Fees.....	7
Terms of Use and Privacy Policies	7
Recording Fees.....	7
Service Fees	7
2.5 Project Management	8
Account Managers	8
Project Planning.....	8
Periodic Meetings	8
Non-Solicitation and Non-Competition.....	8
2.6 Systems Integration.....	8
Project Architecture	8
County Interface.....	9
Software Changes and Support.....	9
Responsibility for Costs and Expenses	9
Product/System Roadmap.....	9
Section 3. Customer Support	9
3.1 Technical Support and Development.....	9
3.2 Service Level Agreement.....	9
3.3 Service Disruption and Recovery.	10
3.4 Incident Response and Escalation.....	10
Section 4. Reserved.....	10
Section 5. Proprietary Rights	10
Section 6. Confidential Information	10
6.1 Nondisclosure and Nonuse	11
Section 7. Contract Administration.....	11
7.1 Limitation of Liability.....	11
7.2 Default and Termination	12
Termination for Cause	12
Termination Due to Lack of Funds or Change in Law	12
Remedies of External Submitter	13
External Submitter's Termination Duties	13
7.3 No Warranty.....	14
7.4 Compliance with the Law and Regulations	14
7.5 Amendments	14
7.6 Third Party Beneficiaries	14
7.7 Choice of Law and Forum	14
7.8 Assignment and Delegation	15

7.9 Entire Agreement	15
7.10 Obligation Beyond Agreement Term.....	15
7.11 Waiver.....	15
7.12 Notices	16
7.13 Cumulative Rights	16
7.14 Severability	17
7.15 Authorization	17
7.16 Successors in Interest.....	17
7.17 Records Retention and Access.....	17
7.18 Headings or Captions.....	17
7.19 Multiple Counterparts	17
7.20 Not a Joint Venture	18
7.21 Additional Provisions.....	18
7.22 Further Assurances and Corrective Instruments	18
7.23 Obligations of Joint Entities.....	18
7.24 Superior Power.....	18
7.25 Material Breaches	19
7.26 Taxes	19
7.27 Title to Property	19
7.28 Exclusivity	19
7.29 Attorney’s Fees and Expenses	19
7.30 Interpretation.....	20
Section 8. Signatures.....	21
Exhibit A: Coordinated Services	22
Activities of External Submitter	22
Activities of ESS.....	23
Collaborative Activities of External Submitter and ESS.....	24
Exhibit B: ESS Policies and Procedures.....	25

This Integration Agreement is made as of June 1, 2019, by and between eRecording Partners Network, LLC, a Minnesota Limited Liability Company, with an address of 400 Second Avenue South, Minneapolis, MN 55401 (“External Submitter”) and the Electronic Services System, an intergovernmental agency established under Iowa Code Chapter 28E – DBA Iowa Land Records, 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 (“ESS”).

Section 1. Preamble

WHEREAS, External Submitter provides software, consulting, and support services to allow document preparers, submitters and recorders to scan, package, submit, receive, queue, review, cashier, stamp, retrieve, print, forward and return documents over the Internet for eRecording with County officials, sometimes in integration with various providers of electronic recording systems such as those provided by ESS; and

WHEREAS, ESS provides software, equipment, hosting, consulting, and support services for an electronic land records portal for record search and retrieval and electronic recording, and ESS interfaces with the various land records management systems in use by Counties; and

WHEREAS, the Parties have made or may make future changes to their respective software so that documents which are rendered, scanned, packaged and submitted using the External Submitter’s software may be received and recorded electronically through ESS; and

WHEREAS, External Submitter and ESS desire to jointly provide their respective services in order to allow the electronic submission and recordation of documents in each participating County;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, External Submitter and ESS hereby agree as follows:

Section 2. General Provisions

2.1 Definition of Terms

Agreement means this Integration Agreement.

API means application program interface, a set of routines, protocols, and tools for building software applications.

Confidential Information means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (a “disclosing Party”) to the other Party (a “receiving Party” or “Recipient”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that:

1. Was rightfully in the possession of the receiving Party from a source other than the disclosing Party prior to the time of disclosure of the information by the disclosing Party to the receiving Party;
2. Was known to the receiving Party prior to the disclosure of the information by the disclosing Party;
3. Was disclosed to the receiving Party without restriction by an independent third Party having a legal right to disclose the information;
4. Becomes public knowledge, other than through an act or failure to act of the disclosing Party;
5. Is publicly available or in the public domain at or prior to the time such information was disclosed by the disclosing Party;
6. Is independently developed by the receiving Party without any reliance on Confidential Information disclosed by the disclosing Party; or
7. Is disclosed or required to be disclosed pursuant to law, subpoena or the order of a court or governmental agency or regulatory authority.

Coordinated Services means the respective services of External Submitter and ESS delivered on a coordinated basis under this Agreement as specified in Exhibit A.

County means any county in United States of America or other comparable region in North America.

County Operating Hours means the hours of normal operation of the land records recording office of the applicable County during which documents are accepted for recording.

e-Recording means the act or practice of electronically submitting and receiving land record documents for recording with a County.

Electronic Services System (ESS) means the 28E governmental organization established by Iowa counties to facilitate the electronic delivery of government services including e-Recording.

Electronic Services System API (ESS API) means any API created, owned and maintained by the Electronic Services System.

Electronic Services System Policies and Procedures means the official policies and procedures adopted by the ESS Coordinating Committee and the Executive Board of the Iowa County Recorders Association, and a copy thereof is attached as Exhibit B. As provided in Section 331.604 of the Code of Iowa, Subsection 3a, each county shall comply with the policies and procedures established by the governing boards.

ESS County means any County in which ESS provides land records management services.

External Submitter means eRecording Partners Network.

Local Land Records Management System (LRMS) means the land records management system utilized by an ESS County to manage the recording process and to archive recorded documents.

Party means the External Submitter and ESS individually.

Parties means the External Submitter and ESS collectively.

Privacy Policy means the ESS policy that discloses some or all of the ways ESS gathers, uses, discloses, and manages a customer or client's data (See Exhibit B).

Recording Fee means the fee paid by the External Submitter to ESS for the recording of a document by an ESS County.

Service Fee means the fee paid by the External Submitter to ESS for access to the ESS API, and for and the permission to transmit and receive information through the ESS system.

Submitters means the submitters of documents to Counties for e-Recording using the Coordinated Services, including but not limited to submission service providers, title companies, banks, attorneys, abstractors, and lien filers.

Terms of Use means the Terms of Use published by ESS concerning access to and utilization of the ESS E-Submission service (See Exhibit B).

Third Party means a person or entity including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc., other than ESS or the External Submitter.

2.2 External Submitter Authorized Provider

ESS will collaborate with External Submitter as a non-exclusive authorized provider of the e-Recording submission services contemplated hereby. The Coordinated Services developed pursuant to the work as specified in Exhibit A - will be made available in all ESS Counties that participate in the ESS E-Submission service (e-Recording).

2.3 Term

The initial term of this Agreement is for one year and one month. The initial term of the contract is from June 1, 2019 through June 30, 2020. The term of this Agreement shall be automatically extended for subsequent one-year periods unless the External Submitter or ESS is provided with a notice of intent by the other party to not extend the Agreement. Such notice shall be provided no less than ninety (90) days prior to the expiration of each one-year term.

2.4 Policies and Fees

Terms of Use and Privacy Policies

External Submitter shall abide by the published ESS Terms of Use and Privacy Policies, and any subsequent amendments thereto. ESS shall provide External Submitter with a notice of any change to the Terms of Use or Privacy Policies. Such notice shall be provided no less than sixty (60) days prior to the effective date of the Terms of Use or Privacy Policies.

Recording Fees

External Submitter shall ensure payment of all applicable recording fees required by a County.

Service Fees

External Submitter shall ensure payment of all applicable ESS Service Fees required for connection with the API and for the processing of all recording transactions, and distributions to each County.

The Service Fee shall be the amount specified in the Electronic Services System Policies and Procedures. ESS shall provide notice to the External Submitter of any change in the Service Fee, and such notice shall not be less than ninety (90) calendar days prior to the expiration of each one-year term.

External Submitter shall require that each customer enabled to submit documents through the Coordinated Services make payment for all applicable Recording Fees and Service

Fees as specified in this section. External Submitter shall make no waiver to any customer of any Recording Fee or Service Fee.

2.5 Project Management

Account Managers

The Parties will each assign account managers to coordinate and administer the terms and conditions of this Agreement and to serve as primary points of contact for communications related to the Coordinated Services.

Project Planning

The Parties will establish appropriate project plans for the planning and execution of the Coordinated Services specified in Exhibit A.

Periodic Meetings

The Parties may convene periodic telephonic or web conference meetings (or meetings in person if the Parties agree) to review any issues or topics which may affect the operation of the Coordinated Services.

Non-Solicitation and Non-Competition

During the term of this Agreement and for a period of two years thereafter, each of the Parties will not encourage or solicit any employee of the other Party to leave the employment of the other Party and will not hire any of the other Party's employees.

2.6 Systems Integration

Project Architecture

The External Submitter agrees to implement the published ESS API and to conform to published ESS business rules, policies, procedures and requirements and to collaboratively architect the integration required to maintain and improve an e-Recording document workflow from the External Submitter and submitters to ESS. ESS will provide a technical description of the ESS API to External Submitter for its use in creating, updating and maintaining software to effectively submit documents for e-Recording. ESS will provide technical support and a functional test environment to assist External Submitter in its implementation of the ESS API.

County Interface

ESS will provide the means to exchange information with the Local Land Records Management System in each ESS County through which the External Submitter may submit documents to be recorded on behalf of its customers.

Software Changes and Support

ESS will test any and all upgrades or revisions to its software to assure continuing operability with External Submitter's electronic submission systems and will provide reasonable advance notice to External Submitter in order to allow for coordination prior to implementation of any upgrade or revision to the ESS API. ESS will provide support as needed to External Submitter personnel to assure continuing operability of External Submitter's electronic submission systems.

Responsibility for Costs and Expenses

Each Party will be responsible for any and all costs of developing, programming, marketing, promoting, and providing its respective portion of the Coordinated Services under this Agreement. Except as otherwise provided herein, neither Party will be responsible or liable for any costs or expenses of the other Party incurred in connection with this Agreement.

Product/System Roadmap

Each Party agrees to provide the other Party with a product/system road map that enables ESS and External Submitter to anticipate revisions to their respective software and to plan related integration updates.

Section 3. Customer Support

The Parties will work together to support the implementation of the Coordinated Services.

3.1 Technical Support and Development.

The Parties agree to support each other's technical support development efforts. The Parties will each provide the other with contact information of personnel or offices when technical, operational or development support and assistance is required. The information shall include appropriate support email addresses, telephone numbers, online support information and other appropriate contact information.

3.2 Service Level Agreement.

External Submitter and ESS each agree to use its best efforts to maintain its systems and services in full effective operation for each County during 99.9% of the respective

County Operating Hours, except for downtimes mutually agreed upon by ESS, County and External Submitter and downtimes arising from any Internet downtime or outages or from causes beyond the control of the Parties. ESS will use its best efforts to obtain agreement from the LRMS vendors to provide the same level of service described in this section in each of their customer counties. External Submitter and ESS will each make every effort to schedule system downtime outside of County Operating Hours; however, in the event either Party is required to schedule downtime during County Operating Hours, the Party will collaborate with the ESS Counties and with the other Party to notify administrators, users and system technicians for work planning purposes.

3.3 Service Disruption and Recovery.

The Parties agree to use commercially reasonable efforts to immediately identify and work to resolve disruptions to the Coordinated Services.

3.4 Incident Response and Escalation.

The Parties agree to use commercially reasonable efforts to respond immediately to technical support incidents initiated by the other Party or by the ESS County. The Parties further agree to use commercially reasonable efforts to address any interruption to service.

Section 4. Reserved

Section 5. Proprietary Rights

The Parties will each retain ownership of their respective software and systems. The software created by ESS to receive documents electronically from External Submitter pursuant to this Integration Agreement will remain the property of ESS. The software created or licensed by the External Submitter pursuant to this Integration Agreement to gather and submit documents electronically, and to make submissions for receipt through the ESS API will remain under the control of the External Submitter. Any software developed by either Party to effectuate the interface jointly designed by the Parties pursuant to this Agreement shall belong to the Party who developed the software.

Section 6. Confidential Information

Each Party may have access to certain Confidential Information of the other Party, and the Parties desire to restrict the further disclosure and use of such information.

6.1 Nondisclosure and Nonuse

Recipient will hold the Confidential Information in strict confidence and will not directly or indirectly use the Confidential Information or disclose the Confidential Information to any third Party except in compliance with this Agreement. Recipient will not disclose Confidential Information to any person or entity other than its officers and employees with a “need to know” (and who must be directly involved and need access to the Confidential Information) in connection with this Agreement and who are (i) bound by a duty of confidentiality with respect to the Confidential Information under terms and conditions no less restrictive than those contained herein, and (ii) instructed and agree not to disclose the Confidential Information and not to use the Confidential Information for any purpose, except as set forth herein. Recipient will maintain reasonable procedures to prevent the accidental or unauthorized use or disclosure of Confidential Information and will exert at least the same degree of care as it uses to protect its own confidential or proprietary information. Recipient will immediately notify the other Party in the event of any unauthorized use or disclosure of Confidential Information. Any reproduction of Confidential Information will contain any and all confidential or proprietary notices or legends which appear on the original. Upon termination of this Agreement, Recipient will promptly return to the other Party all documents or other tangible materials containing Confidential Information and all copies thereof.

Section 7. Contract Administration

7.1 Limitation of Liability

In no event shall either Party (including their respective officers, employees, shareholders, members, affiliates, parent companies, contractors, agents and representatives, board members and officials) be liable to the other Party for indirect, special, incidental or consequential damages, even if advised of the possibility of such damages.

Each Party, their successors and assigns (the “indemnifying Party”) agree to indemnify and hold harmless the other Party and its affiliates and parent companies, and each of their respective employees, officers, agents, representatives, contractors, officers, shareholders, members board members and officials (the “indemnitee”) from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney’s fees of any kind for actions or omissions of the Indemnifying Party arising out of or in connection with any undertaking arising out of or otherwise related to this Agreement.

Notwithstanding the foregoing, or anything to the contrary in this Agreement, in no event shall the cumulative maximum liability of either party under this Agreement exceed \$100,000 for the Term of this Agreement.

This Section 7.1 shall survive termination of this Agreement.

7.2 Default and Termination

Termination for Cause

The External Submitter and ESS may terminate this Agreement upon written notice for the breach by either Party for any material term, condition or provision of this Agreement, if such breach is not cured within the time period specified in the notice of breach or any subsequent notice or correspondence delivered by ESS to External Submitter. All notices require less than a 5-day response.

In addition, ESS or External Submitter may terminate this Agreement effective with a 30-day notice and without penalty for any of the following reasons:

1. External Submitter or ESS furnished any statement, representation, warranty or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete; or
2. External Submitter or ESS becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; or
3. External Submitter or ESS terminates or suspends its business; or
4. External Submitter or ESS has engaged in conduct that has or may expose ESS or the External Submitter to liability, as determined in sole discretion of ESS or External Submitter.

If cure is feasible and an opportunity to cure is provided, the notice shall specify the exact date by which the condition must be cured. Following expiration of the opportunity to cure or notice from ESS or External Submitter, ESS or External Submitter may seek any available contractual, legal or equitable remedy.

Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below, ESS shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

1. The legislature or governor fail in the sole opinion of ESS to appropriate funds sufficient to allow ESS to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or
2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ESS to make any payment hereunder, in the sole discretion of ESS are insufficient or unavailable for any other reason; or
3. If ESS authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or

4. If ESS duties or programs are substantially modified or materially altered; or
5. If there is a decision of any court or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects: ESS ability to fulfill any of its obligations under this Agreement or the operation of the ESS portal or E-Submission service.

ESS shall provide External Submitter with written notice of termination pursuant to this section.

Remedies of External Submitter

(In the Event of Termination by ESS)

In the event of termination of this Agreement for any reason by ESS, ESS shall pay only those amounts, if any, due and owing to External Submitter for services actually rendered up to and including the date of termination of the Agreement and for which ESS is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of External Submitter's claim. This provision in no way limits the remedies available to ESS in the event of the termination of this Agreement. In no event shall ESS be liable for any expenses, costs, fees, judgments, damages, awards, charges, or any other amounts, including, but not limited to the following:

1. The payment of unemployment compensation to External Submitter's employees;
2. The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;
3. Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement;
4. Any taxes External Submitter may owe that in connection with the performance of this Agreement, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

External Submitter's Termination Duties

External Submitter, upon receipt of notice of termination for cause or convenience, shall:

1. Immediately cease using and return to ESS any property including, without limitation materials, whether tangible or intangible, provided by ESS to External Submitter.
2. Cooperate in good faith with ESS and its employees, agents and contractors during the transition period between the notification of termination and the completion of any pending transactions or e-Recording activities.
3. Make any payments due to ESS for any pending transactions or e-Recording activities.

7.3 No Warranty

Except as set forth in Section 3.2, the Parties do not warrant that the operation of e-Recording will be uninterrupted, secure or error-free. THE PARTIES MAKE NO WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO e-RECORDING CAPABILITIES, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7.4 Compliance with the Law and Regulations

External Submitter and its employees, agents, officers, directors, approved contractors and subcontractors shall comply with all applicable federal, state, foreign, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement. External Submitter shall make the provisions of this section a part of its contracts with any approved subcontractors providing goods or services related to External Submitter's performance of this Agreement.

ESS may consider the failure of External Submitter to comply with any law or regulation as a material breach of this Agreement.

7.5 Amendments

This Agreement may be amended in writing from time to time by mutual consent of the Parties. Both Parties must execute all amendments to this Agreement.

7.6 Third Party Beneficiaries

There are no Third Party beneficiaries to this Agreement. This Agreement is intended only to benefit ESS and the External Submitter.

7.7 Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement.

Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court, Polk County, but is proper only in a United State's District Court, the matter shall be commenced in the United State's District Court for the Southern District of Iowa.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to ESS.

7.8 Assignment and Delegation

This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other Party. For purposes of construing this clause, a transfer of a controlling interest in External Submitter, a merger, sale or consolidation of External Submitter, or a sale of substantially all of External Submitter's assets shall be considered an assignment. External Submitter agrees that it shall provide ESS with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of External Submitter and of any proposed merger, sale or consolidation of External Submitter. External Submitter agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of External Submitter or any affiliate thereof without the prior written consent of ESS.

7.9 Entire Agreement

This Agreement represents the entire Agreement between the Parties concerning the subject matter hereof, and neither Party is relying on any representation that may have been made which is not included in this Agreement. External Submitter acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind.

7.10 Obligation Beyond Agreement Term

This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. The obligations of the Parties under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 5, 6, 7.1, 7.2, 7.4, 7.7, 7.10, and 7.17 shall survive termination of this Agreement.

7.11 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of ESS and External Submitter, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the Parties hereto.

7.12 Notices

Notices under this Agreement shall be in writing and delivered to the Account Manager of the Party to receive notice (identified below) at the address of the Party to receive notice as it appears below or as otherwise provided for by proper notice here under. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by a certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to ESS:

Phil Dunshee
Project Manager
ESS
8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131
515.491.8939
phil@clris.com

If to External Submitter:

Jerry Lewallen
eRecording Partners Network
400 2nd Ave South
Minneapolis MN 55401
jerry@GOePN.com
888-325-3365

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

From time to time, the Parties may change the name and address of a Party designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein.

7.13 Cumulative Rights

Except as otherwise set forth in this Agreement, the various rights, powers, options, elections and remedies of ESS provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed ESS by law, and shall in no way affect or impair the right of ESS to pursue any other contractual, equitable or legal remedy to which ESS may be

entitled as long as any default remains in any way not remedied, unsatisfied, or unresolved. Except as otherwise set forth in this Agreement, the election by ESS of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

7.14 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

7.15 Authorization

External Submitter represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of External Submitter, enforceable in accordance with its terms.

7.16 Successors in Interest

All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.

7.17 Records Retention and Access

External Submitter shall maintain books, records, and documents which sufficiently and properly document and calculate all transactions throughout the term of this Agreement for a period of at least three (3) years following the date of the transactions. External Submitter shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of External Submitter's books and records. External Submitter shall require its subcontractors to agree to the same provisions of this section.

7.18 Headings or Captions

The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections.

7.19 Multiple Counterparts

This agreement shall be executed in two or more counterparts, any one of which shall be an original without reference to the others.

7.20 Not a Joint Venture

Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture, (or other association of any kind or agent/principal relationship) between the Parties hereto. Each Party shall be deemed an independent contractor contracting for services and acting toward the mutual benefits expected to be derived from the Agreement. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party to this Agreement.

7.21 Additional Provisions

The Parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

7.22 Further Assurances and Corrective Instruments

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

7.23 Obligations of Joint Entities

If External Submitter is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

7.24 Superior Power

Neither External Submitter nor ESS shall be liable to the other for any delay or failure of performance of this Agreement, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "superior power" and not as a result of the fault or negligence of a Party.

As used in this Agreement, "superior power" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the Party affected and which, by the exercise of reasonable diligence, the Party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of External Submitter shall not be considered a "superior power" unless the subcontractor or supplier is prevented from timely performance by a "superior power" as defined in this Agreement. "Superior power" does not include financial difficulties of External Submitter or any parent, subsidiary, affiliated or associated company of External Submitter or claims or court

orders that restrict External Submitter's ability to deliver the goods or services contemplated by this Agreement.

If a "superior power" delays or prevents External Submitter's performance, External Submitter shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by ESS.

7.25 Material Breaches

The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

7.26 Taxes

External Submitter shall be responsible for paying any taxes incurred by External Submitter in the performance of this Agreement.

7.27 Title to Property

Title to all property, including, without limitation, ESS Property, furnished by ESS to External Submitter to facilitate the performance of this Agreement shall remain the sole property of ESS. All such property shall only be used by External Submitter for purposes of fulfilling its obligations under this Agreement and shall be returned to ESS upon the earliest of completion, termination, or cancellation of this Agreement or at the request of ESS.

7.28 Exclusivity

This Agreement is not exclusive. During the term of this Agreement, ESS may make similar arrangements with other External Submitters or establish integration agreements with other entities.

7.29 Attorney's Fees and Expenses

Subject to the other terms and conditions of this Agreement, in the event External Submitter defaults in any obligations under this Agreement, External Submitter shall pay to ESS all costs and expenses (including, without limitation, the reasonable attorney fees of counsel retained by ESS) incurred by ESS in enforcing this Agreement or otherwise reasonably related thereto.

Subject to the other terms and conditions of the Agreement, in the event ESS defaults in any obligations under this Agreement, ESS shall pay to the External Submitter all costs and expenses (including, without limitation, the reasonable attorney fees of counsel

retained by the External Submitter) incurred by the External Submitter in enforcing this Agreement or otherwise reasonably related thereto.

7.30 Interpretation

This Agreement will be deemed to have been prepared jointly. "Including" means "including without limitation."

Section 8. Signatures

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

By: _____
Travis Case
Electronic Services System
8711 Windsor Parkway, Suite 2
Johnston, IA 50131

By: *Jerry Lewallen*
Jerry Lewallen
eRecording Partners Network
400 2nd Ave South
Minneapolis MN 55401

Exhibit A: Coordinated Services

Activities of External Submitter

External Submitter agrees to perform the following activities and functions.

1. Integrate with ESS to enable External Submitter to submit documents for recording in all ESS Counties. External Submitter shall conform to the ESS API and associated business rules established by ESS.
2. Provide primary training and technical support services to External Submitter employees or contractors who will facilitate or oversee the submission of documents for recording in participating Counties. It is the responsibility of the External Submitter to ensure that employees and contractors understand the operation of the ESS API, the E-Submission service, and Electronic Services System Policies and Procedures.
3. When developing modifications to the External Submitter's integration with the ESS API and E-Submission service, External Submitter shall coordinate with ESS and provide information about the planned product/system road map. External Submitter shall provide ESS with advanced notice of any planned testing, including appropriate test files. Application testing shall be performed to ensure that each function works properly prior to moving it into production. Test Files will contain the required submission elements via a web service request which will include a required xml file and an accompanying Embedded File (TIFF). Modifications to the External Submitter's integration with the ESS API and E-Submission service shall not be implemented in the ESS production environment without the prior approval of ESS.
4. Provide to ESS a technical support contact for any development or technical activity, and an Account Manager point of contact for any business issues.
5. Establish a payment account and fund it adequately to ensure resources are available to pay for all recording and service fees.
6. Monitor system messages, including error messages, decline type messages, or other edit codes returned by ESS to External Submitter systems. System messages shall be evaluated to determine whether changes need to be made to the External Submitter's integration with the ESS API, or to determine whether supplemental training is required by the External Submitter for customers or other Third Party organizations served by the External Submitter.
7. If the External Submitter engages in the submission of documents for recording on behalf of its customers or other Third Party organizations, then the External Submitter shall perform the following activities and functions.
 - a. Provide training and technical support services to External Submitter customers who submit documents for recording. Training for customers shall include all requirements for recording, including common issues

which may result in the rejection of a document(s) by Iowa County Recorders.

- b. Provide primary customer support services to External Submitter customers. External Submitter will be responsible for the relationship with all External Submitter customers.
- c. Provide notice to External Submitter customers about the published ESS Terms of Use and Privacy Policies.

Activities of ESS

ESS agrees to perform the following activities and functions.

1. Provide system documentation, record formats, sample reports and other data needed by the External Submitter to develop and maintain the integration with the ESS API and requirements.
2. Provide a test environment and the technical support needed to assist with testing each aspect of the application. When notified in advance, ESS will provide technical assistance with testing activities and provide a point of contact to handle questions and issues. ESS will acknowledge receipt of questions or issues received from the External Submitter within 1 business day, via email. The expectation is that ESS will respond to questions and issues in a reasonable and timely fashion, via email or other appropriate communication channel. All questions or technical support requests shall be directed to the following email address: support@clris.com.
3. Provide for both a batch method and a browser user interface method for the electronic submission of documents.
4. Provide access to External Submitter files containing images of filed documents along with the corresponding data. Images will be presented in TIFF format. Document images access through the Iowa Land Records website at iowalandrecords.org will be presented in PDF format.
5. Provide a help desk, contact names and phone numbers, and hours of service along with an escalation policy should issues not be timely resolved. Whenever practicable, ESS shall strive to resolve any ESS system issue within 24 hours – or one business day. If any issue is not resolved within this time frame, the issue shall be escalated to the ESS Project Manager.
6. Provide access to methods of payment to be used by the External Submitter to pay for all Recording Fees and Service Fees. ESS will transfer all ESS County Recording Fees to the appropriate ESS Counties.
7. Provide access to reports enabling the External Submitter to reconcile payments with recorded documents.
8. Notify External Submitter in advance of any scheduled maintenance activities and notify External Submitter of any unscheduled ESS system outages, or any service interruption at an ESS County.

9. Establish and adopt Electronic Services System Policies and Procedures in order to facilitate consistent and timely service in all ESS Counties.

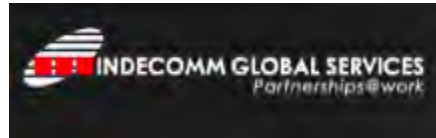
Collaborative Activities of External Submitter and ESS

1. If the External Submitter engages in the delivery of commercial electronic recording services on behalf of its customers or other Third Party organizations, then External Submitter and ESS shall perform the following activities and functions.
 - a. Post information to inform prospective Submitters about the option of accessing E-Submission through the services of the External Submitter.
 - b. Promote E-Submission and Electronic Recording through publications, user group meetings, and other activities.
 - c. Periodically present training, educational and promotional meetings such as workshops, seminars or other events to promote effective electronic recording. When appropriate, such training may be jointly presented.
2. External Submitter and ESS will work cooperatively to ensure that documents are successfully recorded and that proper payment is made.
3. External Submitter and ESS will work cooperatively to ensure compliance with the Electronic Services System Policies and Procedures.
4. External Submitter and ESS may continue without limitation the offering of any interface for electronic submission and electronic recording, and may continue without limitation to inform submitters and prospective submitters about such interface. External Submitter and ESS may without limitation develop or enhance an interface for electronic submission and electronic recording.
5. External Submitter and ESS will work cooperatively to explore the application of current standards for the management and exchange of property information including standards adopted by the Mortgage Industry Standards Maintenance Organization (MISMO)
6. External Submitter and ESS will work cooperatively to explore methods for processing documents which are declined or rejected documents within the same package or group which was originally submitted.
7. External Submitter and ESS will work cooperatively to explore methods for facilitating more efficient and effective communications between ESS Counties and the External Submitter's customers who prepare and submit documents for recording.

Exhibit B: ESS Policies and Procedures

(See attached)

Integration Agreement



Indecomm

&

Electronic Services System

**(County Land Record
Information System)**

June 1, 2019

TABLE OF CONTENTS

Section 1. Preamble	4
Section 2. General Provisions	5
2.1 Definition of Terms.....	5
2.2 External Submitter Authorized Provider	7
2.3 Term.....	7
2.4 Policies and Fees.....	7
Terms of Use and Privacy Policies	7
Recording Fees.....	7
Service Fees	7
2.5 Project Management	8
Account Managers	8
Project Planning.....	8
Periodic Meetings	8
Non-Solicitation.....	8
2.6 Systems Integration.....	8
Project Architecture	8
County Interface.....	9
Software Changes and Support.....	9
Responsibility for Costs and Expenses	9
Product/System Roadmap.....	9
Section 3. Customer Support	9
3.1 Technical Support and Development.....	9
3.2 Service Level Agreement.....	9
3.3 Service Disruption and Recovery.	10
3.4 Incident Response and Escalation.....	10
Section 4. Reserved.....	10
Section 5. Proprietary Rights	10
Section 6. Confidential Information	10
6.1 Nondisclosure and Nonuse	11
Section 7. Contract Administration.....	11
7.1 Limitation of Liability.....	11
7.2 Default and Termination	12
Termination for Cause	12
Termination Due to Lack of Funds or Change in Law	12
Remedies of External Submitter	13
External Submitter's Termination Duties	13
7.3 No Warranty.....	13
7.4 Compliance with the Law and Regulations	14
7.5 Amendments	14
7.6 Third Party Beneficiaries	14
7.7 Choice of Law and Forum	14
7.8 Assignment and Delegation	15

7.9 Entire Agreement	15
7.10 Obligation Beyond Agreement Term.....	15
7.11 Waiver.....	15
7.12 Notices	16
7.13 Cumulative Rights	17
7.14 Severability	17
7.15 Authorization	17
7.16 Successors in Interest.....	17
7.17 Records Retention and Access.....	17
7.18 Headings or Captions.....	17
7.19 Multiple Counterparts	18
7.20 Not a Joint Venture	18
7.21 Additional Provisions.....	18
7.22 Further Assurances and Corrective Instruments	18
7.23 Obligations of Joint Entities.....	18
7.24 Superior Power.....	18
7.25 Material Breaches	19
7.26 Taxes	19
7.27 Title to Property	19
7.28 Exclusivity	19
7.29 Attorney’s Fees and Expenses	19
7.30 Interpretation.....	20
Section 8. Signatures.....	21
Exhibit A: Coordinated Services	22
Activities of External Submitter	22
Activities of ESS.....	23
Collaborative Activities of External Submitter and ESS.....	24

This Integration Agreement is made as of June 1, 2019, by and between Indecomm Holdings, Inc. d/b/a/ Indecomm Global Services with its principal place of business at 1260 Energy Lane, St. Paul, MN 55108 (“Indecomm” and “External Submitter”) and the Electronic Services System – DBA Iowa Land Records, 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 (“ESS”).

Section 1. Preamble

WHEREAS, External Submitter provides software, consulting, and support services to allow document preparers, submitters and recorders to scan, package, submit, receive, queue, review, cashier, stamp, retrieve, print, forward and return documents over the Internet for eRecording with County officials, sometimes in integration with various providers of electronic recording systems such as those provided by ESS; and

WHEREAS, ESS provides software, equipment, hosting, consulting, and support services for an electronic land records portal for record search and retrieval and electronic recording, and ESS interfaces with the various land records management systems in use by Counties; and

WHEREAS, the Parties have made or may make future changes to their respective software so that documents which are rendered, scanned, packaged and submitted using the External Submitter’s software may be received and recorded electronically through ESS; and

WHEREAS, External Submitter and ESS desire to jointly provide their respective services in order to allow the electronic submission and recordation of documents in each participating County;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, External Submitter and ESS hereby agree as follows:

Section 2. General Provisions

2.1 Definition of Terms

Agreement means this Integration Agreement.

API means application program interface, a set of routines, protocols, and tools for building software applications.

Confidential Information means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (a “disclosing Party”) to the other Party (a “receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that:

1. Was rightfully in the possession of the receiving Party from a source other than the disclosing Party prior to the time of disclosure of the information by the disclosing Party to the receiving Party;
2. Was known to the receiving Party prior to the disclosure of the information by the disclosing Party;
3. Was disclosed to the receiving Party without restriction by an independent third Party having a legal right to disclose the information;
4. Becomes public knowledge, other than through an act or failure to act of the disclosing Party;
5. Is publicly available or in the public domain at or prior to the time such information was disclosed by the disclosing Party;
6. Is independently developed by the receiving Party without any reliance on Confidential Information disclosed by the disclosing Party; or
7. Is disclosed or required to be disclosed pursuant to law, subpoena or the order of a court or governmental agency or regulatory authority.

Coordinated Services means the respective services of External Submitter and ESS delivered on a coordinated basis under this Agreement as specified in Exhibit A.

County means any county in United States of America or other comparable region in North America.

County Operating Hours means the hours of normal operation of the land records recording office of the applicable County during which documents are accepted for recording.

e-Recording means the act or practice of electronically submitting and receiving land record documents for recording with a County.

Electronic Services System (ESS) means the 28E governmental organization established by Iowa counties to facilitate the electronic delivery of government services including e-Recording.

Electronic Services System API (ESS API) means any API created, owned and maintained by the Electronic Services System.

Electronic Services System Policies and Procedures means the official policies and procedures adopted by the ESS Coordinating Committee and the Executive Board of the Iowa County Recorders Association. As provided in Section 331.604 of the Code of Iowa, Subsection 3a, each county shall comply with the policies and procedures established by the governing boards.

ESS County means any County in which ESS provides land records management services.

External Submitter means Indecomm Holdings, Inc. d/b/a/ Indecomm Global Services

Local Land Records Management System means the land records management system utilized by an ESS County to manage the recording process and to archive recorded documents.

Party means the External Submitter and ESS individually.

Parties means the External Submitter and ESS collectively.

Privacy Policy means the ESS policy that discloses some or all of the ways ESS gathers, uses, discloses, and manages a customer or client's data.

Recording Fee means the fee paid by the External Submitter to ESS for the recording of a document by an ESS County.

Service Fee means the fee paid by the External Submitter to ESS for access to the ESS API, and for and the permission to transmit and receive information through the ESS system.

Submitters means the submitters of documents to Counties for e-Recording using the Coordinated Services, including but not limited to submission service providers, title companies, banks, attorneys, abstractors, and lien filers.

Terms of Use means the Terms of Use published by ESS concerning access to and utilization of the ESS E-Submission service (e-Recording).

Third Party means a person or entity including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc., other than ESS or the External Submitter.

2.2 External Submitter Authorized Provider

ESS will collaborate with External Submitter as a non-exclusive authorized provider of the e-Recording submission services contemplated hereby. The Coordinated Services developed pursuant to the work as specified in Exhibit A - will be made available in all ESS Counties that participate in the ESS E-Submission service (e-Recording).

2.3 Term

The initial term of this Agreement is for one year and one month. The initial term of the contract is from June 1, 2019 through June 30, 2020. The term of this Agreement shall be automatically extended for subsequent one-year periods unless the External Submitter or ESS is provided with a notice of intent by the other party to not extend the Agreement. Such notice shall be provided no less than ninety (90) days prior to the expiration of each one-year term.

2.4 Policies and Fees

Terms of Use and Privacy Policies

External Submitter shall abide by the published ESS Terms of Use and Privacy Policies, and any subsequent amendments thereto.

Recording Fees

External Submitter shall ensure payment of all applicable recording fees required by a County.

Service Fees

External Submitter shall ensure payment of all applicable ESS Service Fees required for connection with the API and for the processing of all recording transactions, and distributions to each County.

The Service Fee shall be the amount specified in the Electronic Services System Policies and Procedures. ESS shall provide notice to the External Submitter of any change in the Service Fee, and such notice shall not be less than ninety (90) calendar days prior to the expiration of each one-year term.

External Submitter shall require that each customer enabled to submit documents through the Coordinated Services make payment for all applicable Recording Fees and Service

Fees as specified in this section. External Submitter shall make no waiver to any customer of any Recording Fee or Service Fee.

2.5 Project Management

Account Managers

The Parties will each assign account managers to coordinate and administer the terms and conditions of this Agreement and to serve as primary points of contact for communications related to the Coordinated Services.

Project Planning

The Parties will establish appropriate project plans for the planning and execution of the Coordinated Services specified in Exhibit A.

Periodic Meetings

The Parties may convene periodic telephonic or web conference meetings (or meetings in person if the Parties agree) to review any issues or topics which may affect the operation of the Coordinated Services.

Non-Solicitation

During the term of this Agreement and for a period of two years thereafter, each of the Parties will not encourage or solicit any employee of the other Party to leave the employment of the other Party and will not hire any of the other Party's employees.

2.6 Systems Integration

Project Architecture

The External Submitter agrees to implement the published ESS API and to conform to published ESS business rules, policies, procedures and requirements and to collaboratively architect the integration required to maintain and improve an e-Recording document workflow from the External Submitter and submitters to ESS. ESS will provide a technical description of the ESS API to External Submitter for its use in creating, updating and maintaining software to effectively submit documents for e-Recording. ESS will provide technical support and a functional test environment to assist External Submitter in its implementation of the ESS API.

County Interface

ESS will provide the means to exchange information with the Local Land Records Management System in each ESS County through which the External Submitter may submit documents to be recorded on behalf of its customers.

Software Changes and Support

ESS will test any and all upgrades or revisions to its software to assure continuing operability with External Submitter's electronic submission systems and will provide reasonable advance notice to External Submitter in order to allow for coordination prior to implementation of any upgrade or revision to the ESS API. ESS will provide support as needed to External Submitter personnel to assure continuing operability of External Submitter's electronic submission systems.

Responsibility for Costs and Expenses

Each Party will be responsible for any and all costs of developing, programming, marketing, promoting, and providing its respective portion of the Coordinated Services under this Agreement. Except as otherwise provided herein, neither Party will be responsible or liable for any costs or expenses of the other Party incurred in connection with this Agreement.

Product/System Roadmap

Each Party agrees to provide the other Party with a product/system road map that enables ESS and External Submitter to anticipate revisions to their respective software and to plan related integration updates.

Section 3. Customer Support

The Parties will work together to support the implementation of the Coordinated Services.

3.1 Technical Support and Development.

The Parties agree to support each other's technical support development efforts. The Parties will each provide the other with contact information of personnel or offices when technical, operational or development support and assistance is required. The information shall include appropriate support email addresses, telephone numbers, online support information and other appropriate contact information.

3.2 Service Level Agreement.

External Submitter and ESS each agree to use its best efforts to maintain its systems and services in full effective operation for each County during 99.9% of the respective

County Operating Hours, except for downtimes mutually agreed upon by ESS, County and External Submitter and downtimes arising from any Internet downtime or outages or from causes beyond the control of the Parties. ESS will use its best efforts to obtain agreement from the LRMS Vendors to provide the same level of service described in this section in each of their customer counties. External Submitter and ESS will each make every effort to schedule system downtime outside of County Operating Hours; however, in the event either Party is required to schedule downtime during County Operating Hours, the Party will collaborate with the ESS Counties and with the other Party to notify administrators, users and system technicians for work planning purposes.

3.3 Service Disruption and Recovery.

The Parties agree to use commercially reasonable efforts to immediately identify and work to resolve disruptions to the Coordinated Services.

3.4 Incident Response and Escalation.

The Parties agree to use commercially reasonable efforts to respond immediately to technical support incidents initiated by the other Party or by the ESS County. The Parties further agree to use commercially reasonable efforts to address any interruption to service.

Section 4. Reserved

Section 5. Proprietary Rights

The Parties will each retain ownership of their respective software and systems. The software created by ESS to receive documents electronically from External Submitter pursuant to this Integration Agreement will remain the property of ESS. The software created or licensed by the External Submitter pursuant to this Integration Agreement to gather and submit documents electronically, and to make submissions for receipt through the ESS API will remain under the control of the External Submitter. Any software developed by either Party to effectuate the interface jointly designed by the Parties pursuant to this Agreement shall belong to the Party who developed the software.

Section 6. Confidential Information

Each Party may have access to certain Confidential Information of the other Party, and the Parties desire to restrict the further disclosure and use of such information.

6.1 Nondisclosure and Nonuse

Recipient will hold the Confidential Information in strict confidence and will not directly or indirectly use the Confidential Information or disclose the Confidential Information to any third Party except in compliance with this Agreement. Recipient will not disclose Confidential Information to any person or entity other than its officers and employees with a “need to know” (and who must be directly involved and need access to the Confidential Information) in connection with this Agreement and who are (i) bound by a duty of confidentiality with respect to the Confidential Information under terms and conditions no less restrictive than those contained herein, and (ii) instructed and agree not to disclose the Confidential Information and not to use the Confidential Information for any purpose, except as set forth herein. Recipient will maintain reasonable procedures to prevent the accidental or unauthorized use or disclosure of Confidential Information and will exert at least the same degree of care as it uses to protect its own confidential or proprietary information. Recipient will immediately notify the other Party in the event of any unauthorized use or disclosure of Confidential Information. Any reproduction of Confidential Information will contain any and all confidential or proprietary notices or legends which appear on the original. Upon termination of this Agreement, Recipient will promptly return to the other Party all documents or other tangible materials containing Confidential Information and all copies thereof.

Section 7. Contract Administration

7.1 Limitation of Liability

In no event shall either Party (including their respective officers, employees, shareholders, members, contractors, agents and representatives) be liable to the other Party for indirect, special, incidental or consequential damages, even if advised of the possibility of such damages.

Each Party, their successors and assigns (the “indemnifying Party”) agree to indemnify and hold harmless the other Party, its employees, officers, agents, representatives, contractors, officers, shareholders, members board members and officials (the “indemnitee”) from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney’s fees of any kind for actions or omissions of the Indemnifying Party arising out of or in connection with any undertaking arising out of or otherwise related to this Agreement.

In no event shall the cumulative maximum liability of either party under this Agreement exceed \$100,000 for the Term of this Agreement.

This Section 7.1 shall survive termination of this Agreement.

7.2 Default and Termination

Termination for Cause

The External Submitter and ESS may terminate this Agreement upon written notice for the breach by either Party for any material term, condition or provision of this Agreement, if such breach is not cured within thirty (30) days from the date of the notice. All notices require less than a 5-day response.

In addition, ESS or External Submitter may terminate this Agreement effective with a 30-day notice and without penalty for any of the following reasons:

1. External Submitter or ESS furnished any statement, representation, warranty or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete; or
2. External Submitter or ESS becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; or
3. External Submitter or ESS terminates or suspends its business; or
4. External Submitter or ESS has engaged in conduct that has or may expose ESS or the External Submitter to liability, as determined in sole discretion of ESS or External Submitter.

If cure is feasible and an opportunity to cure is provided, the notice shall specify the exact date by which the condition must be cured. Following expiration of the opportunity to cure or notice from ESS or External Submitter, ESS or External Submitter may seek any available contractual, legal or equitable remedy.

Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below, ESS shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

1. The legislature or governor fail in the sole opinion of ESS to appropriate funds sufficient to allow ESS to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or
2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ESS to make any payment hereunder, in the sole discretion of ESS are insufficient or unavailable for any other reason; or
3. If ESS authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or
4. If ESS duties or programs are substantially modified or materially altered; or
5. If there is a decision of any court or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely

affects: ESS ability to fulfill any of its obligations under this Agreement or the operation of the ESS portal or E-Submission service.

ESS shall provide External Submitter with written notice of termination pursuant to this section.

Remedies of External Submitter

(In the Event of Termination by ESS)

In the event of termination of this Agreement for any reason by ESS, ESS shall pay only those amounts, if any, due and owing to External Submitter for services actually rendered up to and including the date of termination of the Agreement and for which ESS is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of External Submitter's claim. This provision in no way limits the remedies available to ESS in the event of the termination of this Agreement. In no event shall ESS be liable for any expenses, costs, fees, judgments, damages, awards, charges, or any other amounts, including, but not limited to the following:

1. The payment of unemployment compensation to External Submitter's employees;
2. The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;
3. Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement ;
4. Any taxes External Submitter may owe that in connection with the performance of this Agreement, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

External Submitter's Termination Duties

External Submitter, upon receipt of notice of termination for cause or convenience, shall:

1. Immediately cease using and return to ESS any property including, without limitation materials, whether tangible or intangible, provided by ESS to External Submitter.
2. Cooperate in good faith with ESS and its employees, agents and contractors during the transition period between the notification of termination and the completion of any pending transactions or e-recording activities.
3. Make any payments due to ESS for any pending transactions or e-recording activities.

7.3 No Warranty

Except as set forth in Section 3.2, the Parties do not warrant that the operation of eRecording will be uninterrupted, secure or error-free. THE PARTIES MAKE NO WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO eRECORDING

CAPABILITIES, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

Either party warrants that no trade secret, copyright, or trademark right of any third party shall be infringed by any act contemplated by this Agreement.

7.4 Compliance with the Law and Regulations

External Submitter and its employees, agents, officers, directors, approved contractors and subcontractors shall comply with all applicable federal, state, foreign, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement. External Submitter shall make the provisions of this section a part of its contracts with any approved subcontractors providing goods or services related to External Submitter's performance of this Agreement.

ESS may consider the failure of External Submitter to comply with any law or regulation as a material breach of this Agreement.

7.5 Amendments

This Agreement may be amended in writing from time to time by mutual consent of the Parties. Both Parties must execute all amendments to this Agreement.

7.6 Third Party Beneficiaries

There are no Third Party beneficiaries to this Agreement. This Agreement is intended only to benefit ESS and the External Submitter.

7.7 Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement.

Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court, Polk County, but is proper only in a United State's District Court, the matter shall be commenced in the United State's District Court for the Southern District of Iowa.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to ESS.

7.8 Assignment and Delegation

This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other Party. For purposes of construing this clause, a transfer of a controlling interest in External Submitter, a merger, sale or consolidation of External Submitter, or a sale of substantially all of External Submitter's assets shall be considered an assignment. External Submitter agrees that it shall provide ESS with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of External Submitter and of any proposed merger, sale or consolidation of External Submitter. External Submitter agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of External Submitter or any affiliate thereof without the prior written consent of ESS.

In the event of a planned assignment by operation of law, merger, acquisition, sale of assets or change of control of or by External Submitter, the External Submitter shall notify ESS of any such planned assignment that may impact the provision of services under the Agreement. ESS shall review the assignment and consider granting written consent, which shall not be unreasonably withheld. In the event of an assignment, this Agreement shall be binding upon any such successor.

7.9 Entire Agreement

This Agreement represents the entire Agreement between the Parties concerning the subject matter hereof, and neither Party is relying on any representation that may have been made which is not included in this Agreement. External Submitter acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind.

7.10 Obligation Beyond Agreement Term

This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. The obligations of the Parties under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 5, 6, 7.1, 7.2, 7.4, 7.7, 7.10, and 7.17 shall survive termination of this Agreement.

7.11 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of ESS and External Submitter, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with

respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the Parties hereto.

7.12 Notices

Notices under this Agreement shall be in writing and delivered to the Account Manager of the Party to receive notice (identified below) at the address of the Party to receive notice as it appears below or as otherwise provided for by proper notice here under. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by a certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to ESS:

Phil Dunshee
Project Manager
ESS
8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131
515.491.8939
phil@clris.com

If to External Submitter:

Rich Carlson
Client Support Manager
Indecomm Holdings, Inc. d/b/a/ Indecomm Global Services
1260 Energy Lane
St. Paul, MN 55108
651.765.6437
rich.carlson@indecomm.net

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

From time to time, the Parties may change the name and address of a Party designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein.

7.13 Cumulative Rights

The various rights, powers, options, elections and remedies of ESS provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed ESS by law, and shall in no way affect or impair the right of ESS to pursue any other contractual, equitable or legal remedy to which ESS may be entitled as long as any default remains in any way not remedied, unsatisfied, or unresolved. The election by ESS of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

7.14 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

7.15 Authorization

External Submitter represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of External Submitter, enforceable in accordance with its terms.

7.16 Successors in Interest

All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.

7.17 Records Retention and Access

External Submitter shall maintain books, records, and documents which sufficiently and properly document and calculate all transactions throughout the term of this Agreement for a period of at least three (3) years following the date of the transactions. External Submitter shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of External Submitter's books and records. External Submitter shall require its subcontractors to agree to the same provisions of this section.

7.18 Headings or Captions

The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections.

7.19 Multiple Counterparts

This agreement shall be executed in two or more counterparts, any one of which shall be an original without reference to the others.

7.20 Not a Joint Venture

Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture, (or other association of any kind or agent/principal relationship) between the Parties hereto. Each Party shall be deemed an independent contractor contracting for services and acting toward the mutual benefits expected to be derived from the Agreement. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party to this Agreement.

7.21 Additional Provisions

The Parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

7.22 Further Assurances and Corrective Instruments

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

7.23 Obligations of Joint Entities

If External Submitter is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

7.24 Superior Power

Neither External Submitter nor ESS shall be liable to the other for any delay or failure of performance of this Agreement, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "superior power" and not as a result of the fault or negligence of a Party.

As used in this Agreement, "superior power" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the Party affected and which, by the exercise of reasonable diligence, the Party was unable to anticipate or

prevent. Failure to perform by a subcontractor or an agent of External Submitter shall not be considered a "superior power" unless the subcontractor or supplier is prevented from timely performance by a "superior power" as defined in this Agreement. "Superior power" does not include financial difficulties of External Submitter or any parent, subsidiary, affiliated or associated company of External Submitter or claims or court orders that restrict External Submitter's ability to deliver the goods or services contemplated by this Agreement.

If a "superior power" delays or prevents External Submitter's performance, External Submitter shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by ESS.

7.25 Material Breaches

The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

7.26 Taxes

External Submitter shall be responsible for paying any taxes incurred by External Submitter in the performance of this Agreement.

7.27 Title to Property

Title to all property, including, without limitation, ESS Property, furnished by ESS to External Submitter to facilitate the performance of this Agreement shall remain the sole property of ESS. All such property shall only be used by External Submitter for purposes of fulfilling its obligations under this Agreement and shall be returned to ESS upon the earliest of completion, termination, or cancellation of this Agreement or at the request of ESS.

7.28 Exclusivity

This Agreement is not exclusive. During the term of this Agreement, ESS may make similar arrangements with other External Submitters or establish integration agreements with other entities.

7.29 Attorney's Fees and Expenses

Subject to the other terms and conditions of this Agreement, in the event External Submitter defaults in any obligations under this Agreement, External Submitter shall pay to ESS all costs and expenses (including, without limitation, the reasonable attorney fees

of counsel retained by ESS) incurred by ESS in enforcing this Agreement or otherwise reasonably related thereto.

Subject to the other terms and conditions of the Agreement, in the event ESS defaults in any obligations under this Agreement, ESS shall pay to the External Submitter all costs and expenses (including, without limitation, the reasonable attorney fees of counsel retained by the External Submitter) incurred by the External Submitter in enforcing this Agreement or otherwise reasonably related thereto.

7.30 Interpretation

This Agreement will be deemed to have been prepared jointly. "Including" means "including without limitation."

Section 8. Signatures

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

By: _____
Travis Case
President
Iowa County Recorders Association
8711 Windsor Parkway, Suite 2
Johnston, IA 50131

By: _____
Venkata Subramanian (KVS)
Senior Vice President of Operations
Indecomm Holdings, Inc. d/b/a/ Indecomm Global Services
1260 Energy Lane
St. Paul, MN 55108

Section 8. Signatures

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

By: _____
Travis Case
President
Iowa County Recorders Association
8711 Windsor Parkway, Suite 2
Johnston, IA 50131

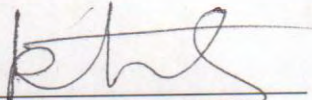
By:  _____
Venkata Subramanian (KVS)
Senior Vice President of Operations
Indecomm Holdings, Inc. d/b/a/ Indecomm Global Services
1260 Energy Lane
St. Paul, MN 55108

Exhibit A: Coordinated Services

Activities of External Submitter

External Submitter agrees to perform the following activities and functions.

1. Integrate with ESS to enable External Submitter to submit documents for recording in all ESS Counties. External Submitter shall conform to the ESS API and associated business rules established by ESS.
2. Provide primary training and technical support services to External Submitter employees or contractors who will facilitate or oversee the submission of documents for recording in participating Counties. It is the responsibility of the External Submitter to ensure that employees and contractors understand the operation of the ESS API, the E-Submission service, and Electronic Services System Policies and Procedures.
3. When developing modifications to the External Submitter's integration with the ESS API and E-Submission service, External Submitter shall coordinate with ESS and provide information about the planned product/system road map. External Submitter shall provide ESS with advanced notice of any planned testing, including appropriate test files. Application testing shall be performed to ensure that each function works properly prior to moving it into production. Test Files will contain the required submission elements via a web service request which will include a required xml file and an accompanying Embedded File (TIFF). Modifications to the External Submitter's integration with the ESS API and E-Submission service shall not be implemented in the ESS production environment without the prior approval of ESS.
4. Provide to ESS a technical support contact for any development or technical activity, and an Account Manager point of contact for any business issues.
5. Establish a payment account and fund it adequately to ensure resources are available to pay for all recording and service fees.
6. Monitor system messages, including error messages, decline type messages, or other edit codes returned by ESS to External Submitter systems. System messages shall be evaluated to determine whether changes need to be made to the External Submitter's integration with the ESS API, or to determine whether supplemental training is required by the External Submitter for customers or other Third Party organizations served by the External Submitter.
7. If the External Submitter engages in the submission of documents for recording on behalf of its customers or other Third Party organizations, then the External Submitter shall perform the following activities and functions.
 - a. Provide training and technical support services to External Submitter customers who submit documents for recording. Training for customers shall include all requirements for recording, including common issues

which may result in the rejection of a document(s) by Iowa County Recorders.

- b. Provide primary customer support services to External Submitter customers. External Submitter will be responsible for the relationship with all External Submitter customers.
- c. Provide notice to External Submitter customers about the published ESS Terms of Use and Privacy Policies.

Activities of ESS

ESS agrees to perform the following activities and functions.

1. Provide system documentation, record formats, sample reports and other data needed by the External Submitter to develop and maintain the integration with the ESS API and requirements.
2. Provide a test environment and the technical support needed to assist with testing each aspect of the application. When notified in advance, ESS will provide technical assistance with testing activities and provide a point of contact to handle questions and issues. ESS will acknowledge receipt of questions or issues received from the External Submitter within 1 business day, via email. The expectation is that ESS will respond to questions and issues in a reasonable and timely fashion, via email or other appropriate communication channel. All questions or technical support requests shall be directed to the following email address: support@clris.com.
3. Provide for both a batch method and a browser user interface method for the electronic submission of documents.
4. Provide access to External Submitter files containing images of filed documents along with the corresponding data. Images will be presented in TIFF format. Document images access through the Iowa Land Records website at iowalandrecords.org will be presented in PDF format.
5. Provide a help desk, contact names and phone numbers, and hours of service along with an escalation policy should issues not be timely resolved. Whenever practicable, ESS shall strive to resolve any ESS system issue within 24 hours – or one business day. If any issue is not resolved within this time frame, the issue shall be escalated to the ESS Project Manager.
6. Provide access to methods of payment to be used by the External Submitter to pay for all Recording Fees and Service Fees. ESS will transfer all ESS County Recording Fees to the appropriate ESS Counties.
7. Provide access to reports enabling the External Submitter to reconcile payments with recorded documents.
8. Notify External Submitter in advance of any scheduled maintenance activities and notify External Submitter of any unscheduled ESS system outages, or any service interruption at an ESS County.

9. Establish and adopt Electronic Services System Policies and Procedures in order to facilitate consistent and timely service in all ESS Counties.

Collaborative Activities of External Submitter and ESS

1. If the External Submitter engages in the delivery of commercial electronic recording services on behalf of its customers or other Third Party organizations, then External Submitter and ESS shall perform the following activities and functions.
 - a. Post information to inform prospective Submitters about the option of accessing E-Submission through the services of the External Submitter.
 - b. Promote E-Submission and Electronic Recording through publications, user group meetings, and other activities.
 - c. Periodically present training, educational and promotional meetings such as workshops, seminars or other events to promote effective electronic recording. When appropriate, such training may be jointly presented.
2. External Submitter and ESS will work cooperatively to ensure that documents are successfully recorded and that proper payment is made.
3. External Submitter and ESS will work cooperatively to ensure compliance with the Electronic Services System Policies and Procedures.
4. External Submitter and ESS may continue without limitation the offering of any interface for electronic submission and electronic recording, and may continue without limitation to inform submitters and prospective submitters about such interface. External Submitter and ESS may without limitation develop or enhance an interface for electronic submission and electronic recording.
5. External Submitter and ESS will work cooperatively to explore the application of current standards for the management and exchange of property information including standards adopted by the Mortgage Industry Standards Maintenance Organization (MISMO)
6. External Submitter and ESS will work cooperatively to explore methods for processing documents which are declined or rejected documents within the same package or group which was originally submitted.
7. External Submitter and ESS will work cooperatively to explore methods for facilitating more efficient and effective communications between ESS Counties and the External Submitter's customers who prepare and submit documents for recording.

AMENDMENT

THIS AMENDMENT is effective the 1st day of July, 2019 (the "Effective Date"), by and between the Electronic Services System ("Iowa County Recorders Association" and "CLRIS") and the Iowa Department of Transportation ("Iowa Department of Transportation" and "External Submitter" and "IDOT" and "Department") that have executed section 8 Signatures hereto, and is made part of the Contract for e-Recording Documents with County Officials (the "Contract") between the parties dated effective July 1, 2013.

WITNESSETH:

WHEREAS, pursuant to section 7.6 of the Agreement, the Parties have the authority to amend this Agreement.

WHEREAS, the Parties wish to amend the Agreement to extend the terms of the Contract.

NOW, THEREFORE, the Parties hereby agree that the Contract is amended, effective as of the Amendment Effective Date, as follows:

1. Section 2.3. Term

The term of this Agreement is for three years. The initial term of the Agreement is from July 1, 2013 through June 30, 2016. The Agreement may be extended subject to the mutual agreement of the Parties. The Parties shall provide the other with notice concerning the intent to extend, or to not extend the Agreement. The notice will be provided not less than ninety (60) days prior to the expiration of the Agreement.

The External Submitter and the CLRIS agree to extend the term of this Contract for the period of April 1, 2017 through June 30, 2019. The External Submitter and the CLRIS further agree that the terms of this Contract were effective for the period of July 1, 2016 through March 31, 2017.

The External Submitter and the CLRIS agree to extend the term of this Contract for the period of July 1, 2019 through June 30, 2020.

2. All capitalized terms not defined herein shall have the meaning set forth in the Contract.
3. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one instrument.


In all other respects, the Contract remains unchanged.

IN WITNESS WHEREOF, CLRIS and the External Submitter have entered into this Amendment as of the last signatory date below.

CLRIS

By: _____
Travis Case
Its: President

IOWA DEPARTMENT OF TRANSPORTATION

By: 
Martin J. Sankey
Its: Director, Right of Way Bureau

Date: June 7, 2019



Project Plan for Iowa Land Records

May 28, 2019

Emily Goodyk
Director of Sales, Webspec Design, LLC

5907 Meredith Drive
Urbandale, Iowa 50322
P | 515-334-9544
W | www.webspecdesign.com

Part 1. Introduction

Why You'll Love Working With Webspec

We believe in-house is the way to go. When it comes to executing successful web projects, we've seen firsthand how a cohesive team that's all under one roof can execute projects on an entirely different level from offshore teams. We've built up our team and expertise to provide a cohesive experience for our clients, from strategy and content development, all the way to design, user experience, and development.

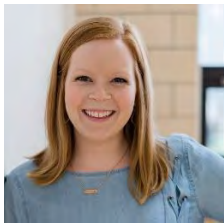
We believe in partnerships, not projects. While we are building a custom product for you, we believe in working together to do so. You're the expert in your business and we're the expert in how to digitally accomplish your goals. Collaboration throughout the entire project and buy-in from all parties are key.

You own everything. We want you to get a finished product that you feel great about and that you can claim as your own. You own everything we do for you and we don't believe in making you lease it from us. You can take your site anywhere once it is done.

We build products to fit your needs, not the other way around. Your completed website will make sense for your internal workflow and will enhance your users' experience.

You get to know your team. Even in the digital age, sometimes you just can't beat an in-person meeting. We set up weekly meetings throughout the project to create consistent touchpoints and keep the communication lines clear.

Your Project Team



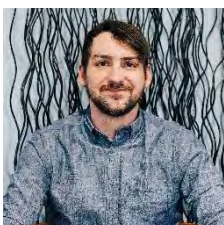
Corinne Hastings, Project Manager

Corinne will be your go-to point of contact throughout the project. She is responsible for coordinating your website project throughout the many different phases.



Heather Von Brown, Creative Director

Heather will oversee the design direction for the project. You will work closely with her to establish your logo and brand identity concepts that will carry throughout the project.



Bryan Nance, Lead Graphic Designer

Bryan will build custom page templates to fit your vision for your project and to create the best user experience every step of the way.



Addison Den Hartog, Graphic Designer

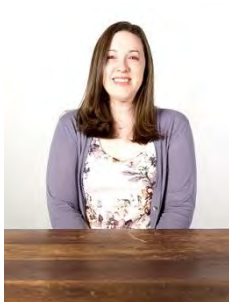
Samantha Owenson, Graphic Designer

Your design team will work with Bryan to build custom pages and come up with creative strategies for user flow.



Shawn Lykken, Developer

Shawn will work closely with both the designer and content coordinator to make your site come alive. He will also be your point of contact for the integration with your applications as well as facilitate the launch of the website.



Erin Lamb, Content Coordinator

Erin will be helping you create and implement your content strategy. She's here to help you organize and make sense of all your existing content and photos to help your new site make an impact both on your users and in search engine results.



Anna Elliott, Account Strategist

Anna will work closely with your project manager to keep your project vision at the center of development work. She will check in throughout the project to make sure the design and development features are consistent with the goals outlined at the start of the project.

Our Approach

Proposed CMS: WordPress

We will be using WordPress to build your project. Webspec has been developing projects in PHP since 2001 and creating sites in WordPress for the last decade. We've invested thousands of hours into development, training, and contributing regularly to the community.

We believe Iowa Land Records will benefit from a custom WordPress solution so you have a site to which you can easily make changes, add pages and photos, and customize anything you'd like. You will be able to edit any page and continue to build upon the finished product for years to come. This will be a site that will grow with your business and product offerings, allow you to offer information and training on your applications in a centralized location, and increase awareness of electronic land records submission in Iowa.

Website Security

While there is some element of risk anytime you put information on the internet, choosing WordPress gives you access to thousands of developers who support, look for security issues, and patch problem points quickly. It is a well-tested and mature system maintained by a community of developers and a dedicated security team to efficiently mitigate vulnerabilities.

For more on the WordPress community's commitment to security, [go here to read their most recent white paper](#).

The way we will set up the website in relationship to application will offer a barrier to any potential threats. The website and the application will be completely separate so that all updates for the website only affect the website and updates and modifications to the application only affect the application. Both databases and code will be completely separate. We will essentially build a WordPress site, package it up, and hand it to you.

From there, you can put it on your sever and point landing pages on the WordPress site to endpoints that match the application. Another security measure you could take, beyond keeping the databases separate and the core files in different directories, is to use separate servers for the WordPress site and the application. In this scenario, if anything were to happen with the site, the application would be on a completely different machine.

In summary, the application and the website will not interact at all. The only thing the website will do is point to a URL that houses the login for the application.

Part 2. Project Scope

Logo and Brand Identity

Our teams will work together to establish a logo and brand identity for Iowa Land Records. We will use design elements you already have to keep your brand recognizable. This will set the tone for the whole project and will give us a clear direction for the website design moving forward.

Logo Design & Style Guide - \$7,050

Our in-house design team will work with you to establish a logo that represents your organization in a modern way. The process includes:

- **Black & White Proofs** - You will fill out a design questionnaire so we can get a better idea of the direction you would like to go with your logo. From this questionnaire, our team will design three logo versions in black and white for you to choose from. You will select one version from the three and have up to two rounds of revisions.
- **Color Options** - Our team will take the selected black and white logo and create three color palettes for you to choose from. You will have up to two (2) rounds of revisions on your selected color palette.
- **Final Logo** - After the logo and color palette are selected, our team will provide the final logo files in all formats for print, web, and social media as well as a 1-page usage guide to show you how to apply the logo.

From here, we will create a single identity concept for you to use in all your branded materials. We will write your brand style guide into a 3-5-page document demonstrating color palette usage, typography, photography style, illustration and icon style, etc. for print, web, and social media.

Website Design & Development

Content Development & Strategy

We believe content is king for your site. It's what gets your site to rank in search engines so your users can find you. It's also what keeps users on your site and drives your message home. We will collaborate with you to assess the content you currently have within your application to determine we will migrate to the public-facing website. We will also work with you to prioritize content, determine if it needs a static page on the site, or if it would be best presented to your viewers as a PDF. This is a fluid process in which your team and our team will communicate back and forth to complete the new website content. You will work with your project manager at predetermined deadlines to review content in sections and approve content page-by-page.

Erin will also work closely with you to ensure optimal user flow, clarity, accuracy, and consistency of the written content on your site. Content coordination includes the following:

- Clearly articulating your brand message and complying with industry standards
- Analysis of the current content
- Writing new content with your target audiences in mind

We will also perform search engine optimization (SEO) on your site as we work through the content phase. We take a content-first approach to SEO, putting emphasis on keyword-rich content. Before we write or edit anything for your site, we research search terms relating to land records and

electronic submission as well as audit how your competitors are using similar terms. We use this to inform content blocks and heading structure so that your content is not only easy for your users to read, but also easy for search engines to find.

Design

We want to create the layout that best fits you and your content while making sure it follows SEO standards and industry best practices. Your site will be responsive and designed to be viewed from any device. During the design phase of the project, your designers and content coordinator will work together to take the approved content and develop a design that highlights your brand message and intuitively guides your viewers through the site.

Bryan, Addison, and Samantha will build your site aligned with your content strategy. This site will include the custom page layouts listed below as well as a general interior page layout. The general interior layout will serve as a standard page template which you can use for any pages you may want to create on the site in the future. You will be able to request two rounds of revisions* on the homepage and one round on each additional page.

The page layouts include:

- Home
- Search Records / Submit Documents landing pages
- Iowa County Recorders
- Industry Professionals
- Resources (additional option)
- Corporate Responsibility
- About
- News
- Contact
- About Us

**For revisions after launch, please see the Launch & Training section on page 8 and our recommended on-going support plan in Section 4.*

During the project build, your website will be set up on a staging domain that you and your team can review internally when each new design is presented. Content and design work together to entice your viewers to stay on the site and want to learn more. We will work clear calls-to-action the content and design to prompt users to go to the application log-in page, access training materials, contact you, and any other meaningful action. We will work with you to determine what calls-to-action make the most sense on each page.

Development

While the site content and design lead your audience to take action, Shawn will make the site functional for your users by setting up the WordPress core and plugins. Here are the development pieces we anticipate for this project:

- General contact forms that include a searchable and exportable database in the backend of your site, along with email notifications of form submissions.
- Find My County Recorder searchable directory (additional option)
- Event calendar setup
- Clear buttons to direct users to the search and e-submission portal login pages*

**Note: The portal logins will live within the application. Users will not be able to login directly from the WordPress site, but will be directed to the portal and prompted to login.*

Pre-Launch SEO Implementation

As we work on entering new content into the website, we also optimize each page to increase the visibility in search results post-launch. Before we launch your site, we will ensure the following items are implemented:

- SEO titles and descriptions for every page
- Alt-text and image descriptions
- Reduced media file size to increase page speed and reduce bounce rates
- 301 redirects for any past URLs not included on the new website
- Search Console and Google Analytics to track site traffic

QA & Testing

We believe that quality assurance testing is the best way to catch any errors that were made in creating a site. Before the website launch, our team will review the site, make a note of any areas for improvement based on both user experience and technical factors, and make changes as needed. Specifically, we identify any plugin integration conflicts and perform re-configuration if needed. We also test the site on multiple browsers and devices including desktop, tablet, and mobile and guarantee proper display on all currently-supported web browsers. Finally, we test and optimize page load speed. After the launch of the website, we test Google Analytics, Search Console, and any other tracking tools you request, 301 redirects, and ensure that page load speed and server settings are optimized to meet the demands of ongoing live traffic. *See terms and conditions for specific browser testing details.*

Launch & Training

With the hand-off of all of our WordPress sites, we offer training session at our office or yours for anyone on your team that will use and make changes from the backend of the website. Whether or not your team is already familiar with how WordPress works, we want to make sure you know how your website so you can make changes after the site is launched.

We are able to set a variety of user levels for the website so that only users with certain permissions are allowed to edit site content or switch out photos. Along with a training meeting, we can create a custom user guide tailored to your project and/or record the training meeting for future training reference. These are an additional cost but can be used for years to come.

After the launch of your website, we will actively monitor the site for anything that needs to be fixed to ensure the site continues to run smoothly. Corinne will be available for your questions on how to use your site or for any minor fixes and tweaks you need to make for 60 days from the launch date. This is included in the total cost of the project. After those 60 days, we offer ongoing support. See Section 4 for our recommended support package.

Part 3. Timeline & Pricing

Proposed website timeline from kickoff to launch

Below is an anticipated timeline and price broken out by phase based on the scope outlined above. You will work with Corinne to establish a project timeline at kick-off meeting. She will communicate with you throughout the process what deliverable to expect at your weekly meetings and if expected deadlines shift.

Tentative Weekly Schedule

Phase	Week(s)	Description of Work	Price
Logo & Brand Identity Phase	1-6	Project kick-off, Design Discovery, Logo & Style Guide Presentation, Approval, & Delivery	\$7,050
Website Development Phase	4-10	Content; Content Strategy, Content Creation, Content Entry, Workshopping & Approval	\$8,225
	7-14	Design; Wireframes, Flat Files, Presentations, Workshopping & Approval	\$8,225
	12-16	Development; Feature Programming, Presentation & Approval	\$8,225
Pre-Launch Care & Website Launch	15-17	Pre-Launch SEO, Design & UX QA	\$2,850
	17	Final Client Review & Approval, Pre-launch Testing	
	18	Website Launch, Post-Launch SEO, Post-Launch QA & Testing	
Additional Features	TBD	Find My County Recorder Feature Resources / FAQ Page	\$2,695

Total Project Investment: \$34,575-\$37,270

Blueprint Credit: -\$2,500

Part 4. Additional Options

3-Month Ongoing Support Plan – \$500

We view the launch of your website as the start of our partnership. After the initial 60-days post launch, we offer ongoing support includes time for questions, additional trainings, and quarterly reviews with your project manager. This plan includes up to 6 hours of time with your team to be used whenever you need it or see fit throughout the duration of the 3 months.

Candid Photoshoot – Starting at \$2,300

Our in-house photographers will set up at your location and shoot photos of your users. We will have a separate phone call to establish guidelines for the shoot. Editing is included and you will own the final set of images for use on the website and any other materials going forward. If you choose to move forward, this option will be quoted separately.

Brand Collateral Design - \$2,500

We will create two brand identity applications such as posters, letterhead, business cards, and brochures and present these to your team. Next, you have up to two rounds of revisions with our branding team before we land on a final concept.

The package includes two branded applications from the following list with up to two rounds of revisions each:

- Business cards, letterhead, envelopes
- Single-page brochure, post, postcard, or other promotional print item
- Digital marketing graphics or other relevant branded digital asset
- Email template and email signature template
- Social media header images for up to three social channels
- PowerPoint Presentation (up to 5 unique slide templates)

Part 5. Terms & Conditions

1. The proposed scope and budget is our best estimate based on our conversations with Iowa Land Records. Decisions and strategy may change during the process as we discover additional details, needs, and priorities. This may affect the proposed scope and budget. We recommend setting aside a 15-20% contingency budget just in case your priorities change mid-project, you decide to add new features, or in the event of management changes.
2. Most steps in the project are contingent upon prior approvals. Therefore, any delays in approvals or deadlines missed by the client are likely to impact the overall schedule. Your project manager will work with you to ensure this is kept at a minimum.
3. Quality Control & Testing Expectations - Your project team will review the work that has been created by your development team. Through team testing and peer review, they will create a punch list of things that need to be improved, fixed or better optimized for usability. They will use the website just as your target audience would, looking for bugs that will need to be addressed before we go live. Once they have run through their initial testing checklist and made adjustments, they will send it to you for further testing to see if the site functions in line with the initial scope and meets your expectations for day-to-day usage.
4. Browser Testing Parameters - Webspec-supported browsers will be in line with browser vendor support status. As of 1/1/2019 we test the browsers listed below. This specifically does not include IE 10 and under, Opera Mini or the stock Android browser. It should be assumed any browsers not listed are not officially supported or tested.
Internet Explorer 11+
 - Latest Microsoft Edge
 - Latest Firefox
 - Latest Chrome (+ mobile)
 - Latest Opera
 - Latest Safari (+ mobile)
5. This project plan is valid for 90 days after the date you receive it. After 90 days you are subject to a reevaluation of timing, pricing and features.

Part 6. Client Expectations Agreement

This Client Expectations Agreement ("Agreement") indicates the beginning of your relationship with the Webspec Design, LLC team.

Project Start Date: JUNE/JULY 2019

(Start Request payment must be received on or prior to start date)

Client Business Name: IOWA LAND RECORDS (further referred to as CLIENT)

Initial Agreed Budget: _____

By signing this document you are agreeing to the following:

- I. **Scope of Work.** CLIENT understands that this is a budget-focused agreement, meaning, the CLIENT has control over the budget range. The work performed by Webspec Design, LLC, will be determined by the budget CLIENT has agreed to. Should items be deemed outside the agreed upon scope of work, the CLIENT will be subject to additional charges, quoted out by Webspec Design.
- II. **Payment Terms.** CLIENT understands that payments are due as follows:
 - a. **Project Invoicing.** Project will be divided into no more than 7 payment installations throughout project. Start Request payment is due prior to Start of Work. We are flexible with billing options and these can be arranged with our business administrator upon starting your project.
 - b. **Additional Hours.** Any additional hours or overage exceeding the original budget will be invoiced on a bi-weekly basis. Invoices are due within fifteen (15) days from date of issue.
- III. **Failure to Pay.** CLIENT understands that if CLIENT fails to pay timely, Webspec may do any or all of the following, in addition to any other remedies:
 - a. Charge a late fee of three percent (3%) per month on the outstanding balance of any invoice more than fifteen (15) days delinquent;
 - b. Stop work until the invoice for which work is to occur has been paid in full;
 - c. Demand the immediate return of any web content or intellectual property delivered to the CLIENT; and/or
 - d. Cancel this Agreement in full.
- IV. **Termination Without Cause.** CLIENT may terminate this Agreement without cause upon thirty (30) days advance notice to Webspec Design, LLC and payment of outstanding balance to Webspec Design, LLC.
- V. **Lawyer's Corner:**
 - a. **Intellectual Property.** The CLIENT understands that any content produced by the Webspec Design, LLC team can be used by the CLIENT and can be changed, modified, or used in marketing materials outside of the website. Work completed by Webspec Design, LLC is for CLIENT use only and is dependent upon CLIENT'S payment in full of all current and prior invoices for which the work was created. The CLIENT understands that the services requested may require separate contracts with 3rd party services, including, but not limited to: website hosting, social networks, analytics tools, etc.
 - b. **Non-Solicitation of Webspec Design, LLC Staff.** As a result of the unique services and training of each of our staff members, and in recognition of that fact, CLIENT agrees that during the term of this Agreement, and for a period of twelve (12) months following the expiration or termination of this Agreement that CLIENT shall not solicit, seek to employ, employ, or

otherwise recruit any employee, independent contractor, or other staff member of Webspec Design, LLC. CLIENT expressly agrees that the covenants contained herein not to solicit Webspec Design, LLC staff are both reasonable in scope and supported by adequate consideration. CLIENT further agrees that as a result of the nature of the work conducted by Webspec Design, LLC staff that there is no mechanism by which Webspec Design, LLC may be made fully whole by a breach of these covenants, and understands that as part of any relief sought that Webspec Design, LLC may seek injunctive relief for a violation of said covenants.

- c. **Legal Compliance is Client's Responsibility.** CLIENT is solely responsible for ensuring that any site design or other services comply with any local, state, federal, or other laws, regulations, taxes or other restrictions or mandates on the CLIENT's industry, business, or web activity. Webspec Design, LLC will operate and produce content within legal parameters only as clearly communicated by CLIENT and will not undertake any independent inquiry to determine what regulations, if any, govern CLIENT's business or web operations. Additionally, CLIENT warrants that it has all rights to use any intellectual property, trademarked items, copyrighted items, art, images, text, or other content provided by CLIENT and shall indemnify and defend Webspec Design, LLC, its agents, successors, or assigns, from any breach thereof and for any damages sustained by the same arising out of CLIENT's action, inaction, or breach of this Agreement.
- d. **Not a Guarantee of Results.** CLIENT understands that SEO and web services, e.g. Google AdWords campaigns, **ARE AN ART, NOT A SCIENCE**. Webspec Design, LLC will run these campaigns to the best of its ability to achieve realistic results based on the business, digital marketing and SEO goals established by the CLIENT, within industry standards of reasonableness. CLIENT understands **Webspec Design, LLC does not WARRANT ANY OUTCOME OR guarantee ANY PARTICULAR result for the services it provides**. In no event will either party be liable to the other party or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages related to and arising from the services performed under this agreement. CLIENT acknowledges that due to factors controlled by third parties such as Google, changes in web trafficking strategies can often result in temporary drops in traffic, rankings, or site visits. Webspec Design, LLC is not liable for any drop in CLIENT website rankings during the course of service.
- e. **Entire Agreement.** This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto except any written agreements which are executed contemporaneously with this Agreement. This Agreement shall not be amended in any manner except by an instrument in writing executed by the parties.

The undersigned agree to uphold the terms and conditions listed above.

DATE SIGNED: _____

CLIENT: _____ (PRINT COMPANY NAME)

BY: _____ (PRINTED NAME)

_____ (SIGNATURE)

_____ (TITLE), AN AUTHORIZED AGENT OF CLIENT

WEBSPEC DESIGN, LLC

BY: EMILY GOODYK (PRINTED NAME)

_____ (SIGNATURE)

DIRECTOR OF SALES (Title), AN AUTHORIZED AGENT OF WEBSPEC

June 26, 2019

To: ESS Coordinating Committee

From: Phil Dunshee, ILR Project Manager

Re: ILR Staff Compensation Adjustments

Performance reviews for Kelly Wallace, Lisa Long, and Anil Kodey were recently completed. Compensation Adjustment Authorizations are requested at this time.

Kelly Wallace. Kelly has continued to provide valuable technical leadership for the Iowa Land Records system, particularly with respect to the overall operation of the ILR system. The following are some notable accomplishments.

- Implementation of a new Point of Sale system and developed a process for integrating the new POS transactions into our payment and accounting system.
- Integration with a new online payment system through Professional Solutions, USAePay and Vericheck.
- Made progress to address the security issues associated with the IRS Safeguard review including the creation of separate virtual servers for our internal system processes, and including the encryption of the exchange of information between our various internal systems.
- Guided the development team as we continue to make progress toward the release of a new E-Submission interface for County Recorders.
- Assisted the team as we developed requirements for procuring a new content management system for the ILR web site.
- Facilitated the successful integration of the Prizm application in E-Submission and guided the installation of several new versions of the software during the period.
- Made progress in completing the transfer of backup data and images to the Amazon cloud.

Lisa Long. Lisa continues to provide excellent customer service to E-Submission customers and County Recorders. The following are some notable accomplishments.

- Without question the predominant issue during the period related to the integration with and implementation of both the new point of sale payment system and the new online E-Submission payment system. In both cases we had unplanned obstacles emerge which required substantial troubleshooting and correction. These issues related to payment reports, account reconciliations, payment failures, recapturing customer payment information, and unknown "velocity" limits in the ACH payment system. All of these things required additional communications and follow-up, and most of all patience. Lisa has done a remarkable job of juggling it all.
- From June 2018 to May 2019 Lisa spent more than 1,250 hours providing support to recorders and customers to address E-Submission, payment and portal issues. Anecdotally, she has received many compliments from recorders and customers.
- Lisa staffed both the IMA and SLSI conferences, and also stood in for me at the Council Bluffs E-Submission seminar.
- We have implemented a new Customer Relationship Management system, and it is now in place to use. It will be a challenge for the team to sustain it without having the administrative support that Krita was providing. Lisa (and team) will continue to document all substantive customer interactions within the CRM system.

- Lisa has improved processes relating to the E-Submission customer set up process. Her hours dedicated to onboarding new customers was up this past year – 104 hours. In this next cycle hope to take a team approach to the onboarding process.
- Lisa has actively participated in testing and requirements gathering for E-Submission 2.0, and that has helped us document the needs and wants we have communicated to our development team. More testing is ahead in the coming year.
- Lisa has continued to successfully conduct monthly E-Submission webinars and has added value to the content for various communications channels including the newsletter, social media, promotional materials.

Anil Kodey. Anil has continued to grow since the last review. The following are some notable accomplishments.

- Anil has made a number of adjustments to our integration with PrizmDoc, and he has taken the lead on installing updated versions of the application when published. To name just a few important changes, has ensured that the stamp area requirements are maintained, and he enabled recorders to download a copy of the document in PDF format.
- He has continued to have a significant role in developing the E-Submission 2.0 interface for county recorders. Notable developments relate to the login function to the new application, the “lock” function in the recorder’s interface, the approve/decline controller, the E-Submission mail helper, the submit group function, and most recently the “Delete All Index Data” function.
- Anil has had the lead role with the integration of the new USAePay system with the current E-Submission application.
- Anil has continued to demonstrate the ability to collaborate with other team members, even when one of other key team members has need to work remotely.

During the next period Anil is being asked to show further growth and improvement. Some notable examples include:

1. Show even more independent initiative to take on challenges outside of your normal range of coding experience. Learn portions of the application which will help us address issues and tasks that keep getting pushed back, because of limitations on Kelly’s time and capacity.
2. Demonstrate better critical thinking to diagnose issues and solve problems.
3. Continue to learn additional skills to provide additional development efficiency.
4. Continue to develop a greater general understanding of technology that will push the project forward.
5. Continue to help move the team towards developing automated tests.
6. Contribute to helping the team foster an agile development culture.
7. One of the tasks on the horizon may be to explore the use of the Prizm application in the ILR portal and search engine.

The authorization of the ESS Coordinating Committee for the Project Manager to act on the recommended adjustments for ILR Staff is requested.

Note: A performance review for Mansi will be conducted prior to the next regularly scheduled ESS Committee meeting. A compensation adjustment for her may be requested at that time.

AMENDMENT 1 - MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding ("MOU") adopted on February 1, 2017 by Enterprise Iowa Inc. ("EI") and the Electronic Services System ("ESS") is amended as follows. EI and ESS are collectively referred to as the "Parties."

BACKGROUND

The Electronic Services System (ESS) is a 28E organization in the State of Iowa organized to administer the Iowa Land Records system (ILR or CLRIS) and other electronic services for county government and related organizations. Enterprise Iowa Inc. (EI) is a private consulting and services organization designated by ESS through a competitive selection process to provide project management, communications, marketing and other administrative services necessary for the operation of ILR and ESS. The MOU established the terms and conditions for acquiring a new server and related computing equipment as well as technical support services for the equipment and the local area network. These changes were required in order to address the security needs of ESS, and to clarify the rights and responsibilities of the Parties under the shared office arrangements as described in the MOU and the Agreement between the Parties.

The essential Terms and Conditions described in the MOU remain unchanged. ESS remains the owner of the File and Print Server (including the server cabinet), Firewall, Switches, a back-up device, a Wireless Access Point and the computing devices assigned to ESS employees. EI and its affiliates co-located in the shared office arrangement continue to be authorized to utilize the server and other local area network equipment including the wireless access point and back up services while the shared office arrangement is in effect. The cost of technical support services for the local area network will continue to be apportioned based on the number of devices operating on the network; specifically the computing devices assigned to ESS and EI employees, the server, the back up device, and the "site" which includes collectively the switches, firewall and wireless access point.

RECENT CHANGES

Since February 1, 2017, and subsequent to the implementation of the office network changes described in the MOU, the following changes have occurred.

The office network was experiencing significant issues with bandwidth in late 2018. In order to remediate this issue, the office upgraded Century link services by installing a fiber connection which increased bandwidth to more than 90 MBPS downstream and 94 upstream. This has fully resolved our bandwidth issues and increased productivity for the entire team.

The office secured an updated multifunction printer/scanner/fax device. This will allow us to perform higher quality printing in-house at essentially the same cost.

Any adjustments in the reimbursement amounts for these activities are to be addressed in an appropriate amendment to the ESS and Enterprise Iowa Agreement for fiscal year 2020.

As noted previously, a substantive component of the MOU concerns the apportionment of expenses for the cost of technical support services for the local area network. These managed

technical support services have been provided by All Covered, an affiliate of Konica Minolta. All Covered was selected by Enterprise Iowa through a competitive review process in 2017. The base agreement with All Covered has been completed, and the Terms of the Agreement have been renegotiated to reflect a reduction in the number of devices supported. A new Agreement with All Covered will be implemented beginning July 1, 2019. We have determined that it is preferable to secure device support for the Macbook devices used by our developers directly from Apple. Additionally, two devices (one Macbook and two Windows devices) are now being reserved for back up as a result of staff reductions.

Based on this change, the apportionment of the cost of the technical support services for the local area network is modified to be as follows:

ESS

- a. Managed Server
- b. Managed Site Devices
- c. Managed Backup Device
- d. Windows Laptop (Customer Service/Account Manager - 1)
- e. Windows Laptop (Float for presentations, etc. – 1)

[Items a-e are the same as specified in the original MOU. Macbooks have been removed from the support Agreement.]

EI

- a. Windows Desktop PC (Marketing/Communications - 1)
- b. Windows Desktop PC (Marketing and Administrative Coordinator - 1)
- c. Windows Desktop PC (Project Manager - 1)

[Two Windows devices have been removed from the support Agreement. Item c has been reassigned from ESS to EI]

Total: 8 Devices (5 ESS and 3 EI)

Note: A Windows Laptop was secured for ESS leadership under the original MOU. It is not attached to the local office network and is not be covered under the managed services agreement.

Any adjustments in the reimbursement amounts for technical support services for the local area network are to be addressed in an appropriate amendment to the ESS and Enterprise Iowa Agreement for fiscal year 2020.

There are seven Office 365 Business Premium licenses secured through ALL Covered for ESS (4) and EI (3) personnel. There are also three Exchange Online (Plan 1) licenses secured through ALL Covered for EI (3) personnel.

Any adjustments in the reimbursement amounts for Office 365 licenses are to be addressed in an appropriate amendment to the ESS and Enterprise Iowa Agreement for fiscal year 2020.

The Parties hereto have caused this amendment to the MOU to be executed as of the date set forth below.

APPROVED BY: Electronic Services System

By: Travis Case
Date: July 1, 2019
Title: President

APPROVED BY: Enterprise Iowa

By: Phil Dunshee
Date: July 1, 2019
Title: President

Contract Terms and Conditions

Amendment Number 5

This 5th amendment to the Agreement for Consulting Services (Agreement) made and effective as of July 1, 2019 by and between the Electronic Services System (ESS) and Enterprise Iowa, Inc., a company organized under the laws of the State of Iowa (Service Provider). The parties agree to amend the agreement as provided in Section 4 to extend the agreement, adjust the authorized compensation amounts per year, and to modify terms relating to reimbursable expenses.

1. Compensation. Section 5.1 is amended to update provisions relating to the compensation for professional services. The Section is amended as follows:

Section 5. Compensation and Additional Rights and Remedies.

5.1 Compensation. In consideration of Service Provider providing the Electronic Services System and the Association with the Deliverables in accordance with the terms and conditions of this Agreement, Service Provider shall be entitled to receive the fees associated with such Deliverables as specified in Schedule A, subject to all terms and conditions of this Agreement, including, without limitation Section 5.1 (Invoices).

It is expressly understood and agreed that in no event will the total fees or compensation for Project Management Activities to be paid hereunder exceed the sum of \$132,100.00 per fiscal year, as it pertains to Schedule A included with this document or unless otherwise amended by the Association through approved change vehicles.

It is expressly understood and agreed that in no event will the total fees or compensation for Communications and Marketing Activities to be paid hereunder exceed the sum of ~~\$78,000.00~~ \$81,350.00 per fiscal year, as it pertains to Schedule A included with this document or unless otherwise amended by the Association through approved change vehicles.

It is expressly understood and agreed that in no event will the total fees or compensation for Business Analysis and Quality Assurance Activities to be paid hereunder exceed the sum of ~~\$50,400.00~~ \$0.00 per fiscal year, as it pertains to Schedule A included with this document or unless otherwise amended by the Association through approved change vehicles.

It is expressly understood and agreed that in no event will the total fees or compensation for administrative and marketing support services associated with the Service Provider's Project Management or Communications and Marketing Activities to be paid hereunder exceed the sum of ~~\$31,200.00~~ \$32,700.00 per fiscal year, as it pertains to Schedule A included with this document or unless otherwise amended by the Association through approved change vehicles.

For the purposes of this section, the fiscal year shall begin on July 1 and end on June 30.

Notwithstanding the compensation limits specified herein, resources for the activities specified herein may be reallocated among each activity subject to the availability of resources and the approval of the ESS Coordinating Committee.

Notwithstanding the compensation limits specified herein, the maximum fees for Project Management Activities and Communications and Marketing Activities to be paid may be adjusted annually for inflation subject to the availability of resources and the approval of the ESS Coordinating Committee.

Except as otherwise amended by the Association through approved change vehicles, the Association shall not be required to pay any additional fees, expenses, costs, charges or other amounts in connection with the Deliverables to be provided hereunder other than as expressly stated herein. Service Provider is not entitled to payment for any Deliverables provided under this Agreement if the Association reasonably determines that any Deliverables or services have not been satisfactorily or completely delivered or performed, or that any Deliverable fails to meet any applicable Specifications. No payment, including final payment, shall be construed as acceptance of defective Deliverables or incomplete work, and Service Provider shall remain responsible for full performance in strict compliance with this Agreement. No advance payments shall be made for any Deliverables provided by Service Provider pursuant to this Agreement.

2. Reimbursable Expenses. Section 5.4 is amended to update provisions relating to the reimbursement of certain expenses. The Section is amended as follows:

5.4 Reimbursable Expenses. The Service Provider may be reimbursed for other expenses including but not limited to travel, mileage, meals and lodging expenses, external consulting, and operational expenses such as telecommunications, postage, printing and publication, office facilities, computer equipment and software, exhibit and educational expenses, banking service fees, domain registration and other project-related expenses. Reimbursement is subject to the approval of the ESS Coordinating Committee.

In fulfillment of the Service Provider responsibilities to “Manage and direct the work of all employees and staff assigned to the Project” and to “Provide necessary office facilities for members of the ILR project team who are employees of the Iowa County Records Association” [ESS] as provided in Schedule A – Statement of Work, the Service Provider is expected to provide necessary office facilities for members of the ILR project team who are employees of the Iowa County Records Association during the Term of this Agreement. Therefore, the Service Provider may be reimbursed for expenses associated with office facilities as specified herein.

- Four office units or cubicles at \$625.00 per month. (Excludes computers and phone service)
- The proportionate share of telephone, fax and internet service for each office unit based on the total number of desk units in the office facility – not to exceed \$120.00 per each office unit per month.
- For multifunction copy and print services the actual per unit costs for color and black and white pages - ~~\$0.109 color / \$0.016 BW~~ \$250.00 per month plus reimbursement for paper expenses.
- For the management and support of computer devices and local area network services, the proportionate share of the monthly expense based on the number of devices covered under a managed technical support agreement consistent with the Memorandum of Understanding executed between ESS and Enterprise Iowa on February 1, 2017, and as amended on July 1, 2019. The reimbursement rate for shall be an amount not to exceed \$800.00 per month. Each ESS device added to the support agreement shall be reimbursed at a rate not to exceed \$68.00 per device.
- For each Office 365 Business Premium license assigned to ESS personnel, the actual monthly cost of the license.

In fulfillment of the Service Provider responsibilities to “Manage and coordinate marketing and communications activities” as provided in Schedule A – Statement of Work, the Service Provider is expected to develop and implement activities relating to the promotion of E-Submission services and the Iowa Land Records system. Therefore, the Service Provider may be reimbursed for expenses associated with these activities.

Service Provider agrees to credit the Association for any e-mails delivered through the ~~Salesforce Exact Target~~ bulk e-mail system which relate to communications outside of the scope of Schedule A. The credit shall be in the amount of \$0.025 per delivered e-mail.

4. Notices. Section 8 is amended to update information about the point of contact for the parties to this contract. The Section is amended to read as follows:

Section 8. Notices.

Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to the Association:

Travis Case
President
Iowa County Recorders Association
706 G Avenue
Grundy Center, IA 50638-1447
319.824.3234

If to the Service Provider

Phil Dunshee
Enterprise Iowa
8711 Windsor Parkway – Suite 2
Johnston, Iowa 50131
515.491.8939

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

5. Schedule A. Schedule A – Statement of Work, and the references to hourly rates are amended to read as follows:

The closing paragraph under the heading: Marketing & Communications Services is revised to be: "Communications and Marketing Services shall be provided at an hourly rate of ~~\$75.00~~ \$77.50 plus reimbursement for authorized expenses.

Administrative support and marketing coordination services associated with the Service Provider's Project Management or Communications and Marketing Activities shall be provided at an hourly rate of ~~\$40.00~~ \$45.00 plus reimbursement for authorized expenses."

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment to the Agreement and have caused their duly authorized representatives to execute this Amendment to the Agreement.

The Association

Service Provider

By: _____

Name: Travis Case

Title: President

Date: _____

By: _____

Name: Phil Dunshee

Title: President

Date: _____



Switch Infrastructure Upgrade (Cisco 9300)

FOR Electronic Services System (formerly ILR)
ORDER # SS-079945
VERSION 1

Hardware

Description	Price	Qty	Ext. Price
NEXUS 9300 Switch with Perpetual License for 24 ports, 10/25G/100G upgrades available	\$8,217.90	2	\$16,435.80
Cisco 10GBASE-CU SFP+ Cable	\$45.66	4	\$182.64
Cisco SmartNet Solution Support for 24X7 4-hours Service on Nexus 9300 with 24 ports licensed (3-year coverage)	\$716.45	6	\$4,298.70
Subtotal:			\$20,917.14

Switch Infrastructure Upgrade (Cisco 9300)



Prepared by:
Aureon - West Des Moines

Steve Simpson
(515) 245-7649
Fax 515-245-7730
steve.simpson@aureon.com

Prepared for:
Electronic Services System (formerly ILR)

8711 Windsor Parkway
Suite 2
Johnston, IA 50131
Phil Dunshee
(515) 491-8939
phil@clris.com

Information:
Order #: SS-079945

Version: 1
Delivery Date: 06/20/2019
Expiration Date: 07/20/2019

Summary

	Amount
Hardware	\$20,917.14
Subtotal:	\$20,917.14
Shipping:	\$15.00
Total:	\$20,932.14

Proposals shall become void if not accepted by the Expiration date. These prices may NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. We reserve the right to cancel orders arising from pricing or other errors. Supply subject to availability. Labor quotes are just estimates and are not guaranteed unless stated otherwise. Aureon is in no manner responsible for any action or inaction of any third party and does not guarantee the service or product provided by third parties in any way. Orders over \$15,000 may be subject to a 50% down payment. A restocking fee up to 20% may apply to all unopened product returns. Opened returns will need authorization from Aureon before they will be processed. For rush overnight order requests, please notify our sales team by 1:00PM CT in order to better guarantee on-time delivery. The signature below signifies your acceptance of the terms of this proposal.

Electronic Services System (formerly ILR)

Signature: _____
Name: Phil Dunshee
Date: _____

ESS/Iowa Land Records

8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131

June 24, 2019

To: ESS Coordinating Committee
ESS Finance Subcommittee
ESS Standards Subcommittee

From: Phil Dunshee

Re: Point of Sale Service Fees and Surcharge

As you know we have implemented a new Point of Sale system during the past six months. During the initial months of operation we have needed to adjust to various issues such as the PIN bypass procedure to ensure that the surcharge is added, the handling of gift cards and other special charge cards which do not allow a surcharge to be added, and processes for handling refunds (other than the use of the POS device) when necessary. There may be some further fine tuning of some policies and procedures relating to payment, but most of them can be addressed at your next regularly scheduled meetings.

There is one issue that I wish to ask the Committee to consider at the June 26 ESS meeting, and that is the amount of the surcharge itself. During the RFP evaluation and contract negotiations process we took steps to estimate the actual POS service fees to be charged by BankCard USA (BCUSA) and the credit card companies. We were confident in estimating the service fees from BCUSA, but the method of estimating the various interchange fees and other charges by the card companies was less certain. Based on the information available to us at the time, we recommended and the Committee adopted a surcharge amount of 2.75%. Our goal was to generate sufficient income to cover all of the card company service fees, and to provide a modest amount of income to partially support the ESS expenses associated with managing the payment system and the associated customer support.

A review of financial information indicates that the BCUSA fees are as expected, but the card company service fees (interchange fees, etc.) are higher than originally estimated. The surcharge is generating the revenue that was projected, but it is falling short of providing the net income upon which the CY 2019 budget was based.

To provide a specific example, in May, 2019 the total card company fees (including BCUSA fees) was \$7006.04. The models that were used to set the surcharge amount projected service fees for an identical set of transactions to be \$5,633.38. Expenses exceeded projections by \$1,372.66.

In order to balance the income and expenses, and to better align the surcharge with the card company fees, it will be necessary to adjust the surcharge amount. The maximum amount of surcharge allowed is 4%. But that amount would be more than needed to meet current project goals.

I recommend that we amend policy and establish a surcharge in the amount of 3% to be effective July 1, 2019. A "round" 3% surcharge will bring the balance of income and expenses close to the budget targets, and it will be easier to communicate and understand. Once adjusted, no further change in the surcharge amount is anticipated for the foreseeable future.

The proposed amendment is provided in the attachment. Thank you for your consideration.

Amendment to Chapter 1
ESS Policies and Procedures
Credit/Debit Card Fee

Section 1.5(3) of the Electronic Services System Policies and Procedures is amended to adjust the surcharge amount applied to transactions through the ESS point of sale payment system.

1. 1.5(3) of the ESS Policies and Procedures is amended to read as follows.

1.5(3) Credit/Debit Card Fee. The Electronic Services System has established a point of sale (POS) credit/debit card payment system for customers of County Recorders or other County offices. A surcharge is established to provide for the operation of the POS system. For Credit/Debit Card Payments the surcharge shall be the product of ~~.0275~~ .03 times the transaction amount.

Net income derived from the point of sale (POS) credit/debit card payment system may be used to assist counties with the replacement of equipment required for participation in the system such as card swipe readers and receipt printers. The method of assistance, if any, shall be determined by the ESS Coordinating Committee. Net income may also be used for other purposes as determined by the ESS Coordinating Committee. Net income is defined to be the gross Credit/Debit Card Surcharge income for a calendar year less expenses for third-party service provider transaction and merchant account fees.

State and Federal Tax Liens and Releases

Background: Iowa Land Records (ILR) and the Electronic Services System (ESS) have been engaged in an ongoing project to address various security issues associated with federal taxpayer information (FTI) which may be included with documents submitted through the ILR E-Submission Service. Until the submitted documents reach a status of “recorded”, they are to be considered as having confidential taxpayer information.

The Department has requested that ILR/ESS establish a practice of purging the original un-stamped version of the documents from the ILR system after it has been recorded. This procedure is documented in the Document Retention policy recently recommended by the ESS Standards Subcommittee and now pending before the ESS Coordinating Committee. In addition to the consideration of this policy, the Department has asked that we take immediate steps to purge or delete previously submitted and recorded documents from the ILR/ESS system. We support this request and offer the following suggested motion for your consideration.

“I move that the ILR/ESS staff take immediate steps to remove electronically submitted tax lien and tax lien release documents from the ILR/ESS E-Submission service, system and storage equipment.”

Amendment to Chapter 1
ESS Policies and Procedures
Document Retention Policy

Chapter 1 of the Electronic Services System Policies and Procedures is amended to establish a Document Retention/Destruction Policy for the organization.

1. Chapter 1 of the ESS Policies and Procedures is amended by inserting the following new section.

ESS – 1.12 Document Retention and Destruction.

(Iowa Code Section 331.604, Subsection 3(a))

The purpose of this policy is to ensure that necessary records and documents of are adequately protected and maintained and to ensure that records that are no longer needed by the Electronic Services System or are of no value are discarded at the proper time. This policy applies to all physical records generated in the course of Electronic Services Sytem’s operation, including both original documents and reproductions. It also applies to electronic documents including but not limited to email and documents processed through the Iowa Land Records E-Submission service.

1.12(1) A record retention schedule is specified in Subsection 1.12(3) concerning the maintenance, retention and disposal schedule for physical records and electronic documents of the Electronic Services System. An administrator shall be designated by the ESS Coordinating Committee to ensure that the record retention schedule is followed. The administrator is authorized to monitor local, state and federal laws affecting record retention, annually review record retention and destruction policies and processes, and monitor compliance with this policy.

1.12(2) In the event the Electronic Services System is served with any subpoena or request for documents, or if the administrator becomes aware of a governmental investigation or audit concerning the Electronic Services System or the commencement of any litigation against or concerning the Electronic Services System, the administrator shall temporarily suspend processes for destroying documents, subject to the review and guidance of legal counsel.

1.12(3) The Record Retention Schedule is as follows:

Record Type	Retention Limit
Electronic financial records maintained within the Right Networks File Manager including Bank of America Files: Audit Files, BankCardUSA reports, USAePay reports, VeriCheck reports, NCMIC Reports, BOA Financial Reports, Budget Reports, Committee Packets, Deposits, Payment Gateway Reports, IIF Files, Monthly Statements, NACHA Files, Reconciliation Reports, Bills-Receipts; Fund 255 Files: Committee Packets, Fund 255 Financial Reports, Budget Reports, State Treasurer Statements, Reconciliation Reports; Fund 823 Files: Fund 823 Financial Reports	7 years
Depreciation schedules	3 Years After Full Depreciation
Insurance Policies (current)	2 Years
Insurance Claims History	7 Years
Tax Returns	10 Years
Official Audit Reports	Permanently
Contracts, Integration Agreements and Other Written Agreements	7 Years After Expiration or Termination
Contracts including license and maintenance agreements (still in effect)	3 Years Following End of Contract Period
Correspondence (general)	1 Year
Correspondence (litigation and other formal legal matters)	Permanently
Correspondence (with customers and vendors)	2 Years
Personnel Records Including Insurance and 401K Information maintained by the Human Resources service vendor (Aureon/Paychex)	In Conformance with Aureon/Paychex policy
Employee Time Sheet Records	3 Years
Meeting Summaries, 28E Agreement	Permanently
Policies and Procedures	Permanently
Email correspondence (clris.com and iowalandrecords.org)	See Correspondence Type Above; email to be temporarily archived after 60 days

Record Type	Retention Limit
System-Generated and DoNotReply email messages	Archived each day and purged after 30 Days
ESS Application Log Files	7 Years
Documents submitted for electronic recording: see also Section 7.5 of the ESS Policies and Procedures	30 Days
Department of Revenue or IRS Tax Liens or Lien Releases	1 Day or as soon as possible
Marketing, Training and Other Communications Materials	2 Years Following Publication
Real Estate Agreements (if applicable)	7 Years After Expiration or Termination

Background. As the Electronic Services System organization has continued to mature, policies governing its internal operations have also been developed. This has corresponded with the increased complexity of ESS accounting, human resources and technical systems. One area that has been discussed for a number of years is the need for a more formal document retention and destruction policy. ESS is now more than a decade old, and it would be appropriate to destroy a number of records which no longer have any business or historical value.

It is anticipated that as ESS gains experience with the implementation of a document retention and destruction policy, various changes will be considered. After initial adoption, the ESS Committees can expect to be presented with amendments from time to time.

Approval of a baseline document retention and destruction policy is requested.