

ESS

Electronic Services System – Coordinating Committee Meeting

Agenda

8711 Windsor Parkway, Suite 2

Johnston, Iowa 50131

February 7, 2019

10:00 A.M. to 2:00 P.M.

- **Welcome and Introductions**
- **November 8, 2018 – ESS Coordinating Committee Meeting Summary – Approval**
- **ESS Election of Officers – Approval**
- **ESS Subcommittee appointment – Approval**
- **Financial Reports**
 - BOA 2018 4th Quarter, YTD and Budget V. Actual Reports – Approval
 - Fund 255 FY 2019 2nd Quarter, and Budget V. Actual Reports – Approval
 - Assignment of Credits for E-Submission – Approval
 - Revenue Trends – Discussion
- **Contracts and Agreements**
 - FY 2019 Maintenance Agreements – Discussion
 - POS Update and County Affiliate Policy and Agreements - Discussion
 - Online Payment Development – Professional Solutions and USA ePay
- **Professional Services Engagements**
 - Denman – CY 2018 Audit – Approval
- **Policies and Procedures**
 - Chapter 1 Amendment – POS PIN Bypass Policy – Approval
 - Remote Notarization – Discussion
 - Reserve Fund Policies (1.7(6)) – Discussion
 - Document Retention Policy – Discussion
 - Section 5.x – Electronic Document Rejection Update – Discussion
- **Key Project Updates**
 - E-Submission 2.0 Recorders' Interface – Testing and Production – Discussion
 - E-Submission 2.0 Submitters' Interface – Focus Groups – Discussion
 - Content Management and Web Development RFI – Discussion
- **Other Project Updates**
 - Certified Copy Practices
 - County Recorder E-Submission Campaign
 - IRS Safeguard Update
 - Groundwater Hazard Statement Implementation
 - Legislative Update – Bob Rafferty
- **PRIA Update**
 - Document Rejections
- **Adjourn - Next Regular Meeting May 9, 2019**

Electronic Services System

Coordinating Committee

Meeting Summary

November 8, 2018

Participants

Travis Case, Grundy County Recorder
Julie Haggerty, Polk County Recorder

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

Phil Dunshee, Iowa Land Records
Kati Ross, Iowa Land Records

Lisa Long, Iowa Land Records

Committee Members Participating Via Teleconference

Chuck Hendricks, Iowa State Bar Assn.
Eric Sloan, ICIT
Melissa Bahnsen, Cedar County Recorder

Diane Swoboda Peterson, Woodbury County Recorder
Lindsay Laufersweiler, Webster County Recorder
Nancy Booten, Lee County Recorder

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 Travis Case and introductions were made.

Meeting Summary

The October 24, 2018 Meeting Summary was reviewed. Nancy Booten made a motion to approve the Meeting Summary. Janelle Schneider seconded, and the motion was approved.

2019 Meeting Calendar

The Committee reviewed and selected dates for 2019 ESS Coordinating Committee Meetings. The Committee selected the following days for their quarterly 2019 meetings.

Tuesday, February 7th

Thursday, May 9th

Thursday, August 8th

Thursday, November 7th

ESS Subcommittee Appointments

The Committee was provided with a list of ESS Subcommittee appointments for review. The nominations for empty or expired Committee or Subcommittee seats were highlighted in the document. The following appointments or reappointments were recommended for terms expiring December 31, 2020.

Finance Subcommittee: Geralyn Greer (Shelby), Amy Assink (Floyd), Mark Murphy (Cherokee) and Deb Kupka (Tama).

Standards Subcommittee: Janelle Schneider (Adair), Jolynn Goodchild (Plymouth), Denise Allan (Jasper) and Mindy Fitzgibbon (Henry)

Marketing & Communications Subcommittee: Mary Ward (Cass), Deb Winke (Allamakee), Sue Meyer (Clayton) and Lisa Schreiner (Des Moines).

Lindsay Laufersweiler made a motion to approve the slate of subcommittee appointments. Julie Haggerty seconded, and the motion was approved.

Election of Officers February 2019

The Project Manager reported that at the February 2019 Committee Meeting the Coordinating Committee will be asked to vote on officers for the Committee. Members were asked to give consideration to this task prior to the next meeting.

Financial Reports

The Committee reviewed the BOA 2018 Third Quarter Report and the Fund 255 FY 2018 First Quarter Report. Julie Haggerty made a motion to approve the BOA and Fund 255 Financial Reports. Nancy Booten seconded, and the motion was approved.

CY 2019 Banking Resolution

The Committee reviewed the 2019 Banking Resolution which includes all four of the ICRA Executive Officers on the BOA accounts at signatories. Janelle Schneider made a motion to approve the 2019 Banking Resolution. Lindsay Laufersweiler seconded, and the motion was approved.

ESS Budgets

The Committee was presented with an overview of key budget themes driving the recommendations for budgets in calendar year 2019. These themes addressed the areas of system improvements, sales, sustainability for Fund 255 and security.

The recommended budget amendments for Fund 255 FY 2019 and BOA CY 2018 primarily addressed updates to reflect actual expenditures. The BOA CY 2019 Budget reflected updated monthly revenue projections, selected annual expenses for insurance and the transition of software license expenses to the BOA account. Planned reserve fund expenditures for web site updates and content management were also presented.

Diane Swoboda Peterson made a motion to approve the BOA CY 2019 Budget, and the BOA CY 2018 and Fund 255 FY 2019 Budget Amendments as presented. Nancy Booten seconded, and the motion was approved.

As a part of the BOA CY 2019 budget discussion the Committee discussed the allocation of \$40,000 to the BOA reserve fund for a content management system and for development work to create a new set of landing pages for the web sites. Julie Haggerty made a motion to approve the allocation of money from the reserve fund for the Content management system. Diane Swoboda Peterson seconded, and the motion was approved.

The Committee also discussed the transfer of \$12,150.40 to the Redaction Reserve fund to reset the balance to \$50,000 for that fund as of December 1, 2018. Melissa Bahnsen made a motion to approve the transfer to the redaction reserve account to bring the balance to \$50,000. Janelle Schneider seconded, and the motion was approved.

Contracts & Agreements

FY 2019 Maintenance Agreements

The Project Manager explained that it had been several years since the master agreements with the local service providers had been updated. The ILR team will be working through a new draft of the agreement and sharing it with the Local Service Providers and the ESS Coordinating Committee before it is finalized. Service providers have been made aware of the types of changes they might see reflected in the new agreement.

Bergan KDV 2019 Engagement

The Project Manager shared a draft of the engagement letter from Bergan KDV which outlined the services they would provide in 2019. It was reported that this agreement did not include any cost increase for bookkeeping services. Julie Haggerty made a motion to approve the agreement with Bergan KDV. Janelle Schneider seconded, and the motion was approved.

Rafferty Group 2019 Engagement Letter

The Project Manager shared a draft of the engagement letter from the Rafferty Group which outlined the services they would provide in 2019. The agreement is scaled back from previous years as it is expected that no major initiatives relating to Iowa Land Records will occur in the legislature this year. The agreement allows for an increase in services if an issue arises. Bob Rafferty was in attendance to provide insights and updates regarding what could be expected in 2019, and how he would monitor bills that could have any relation to Iowa Land Records or ESS. Julie Haggerty made a motion to approve the agreement with the Rafferty Group. Diane Swoboda Peterson seconded, and the motion was approved.

Demonstration of E-Submission 2.0 (Recorders Interface)

The Project Manager asked for permission to reorder the agenda to provide the Committee with a demo of Recorders interface for E-Submission 2.0. A demonstration of the functions was provided, and feedback was provided to the ILR team. The Project Manager reported that development work on the application is nearly complete. The Iowa Land Records team will start reaching out to recorders to ask them to test to the new interface, in addition training for the new interface will be planned.

Policies & Procedures

Chapter 1 Amendment – Point of Sale Policies

The Committee reviewed amendments to Chapter 1 of the Policies and Procedures relating to the Point of Sale (POS) payment system. These amendments were reviewed and approved by members of the Standards Subcommittee via e-mail. Amendments included language to describe that the POS workflow will be that money from transactions will be collected in a central BOA account and then distributed back to the counties daily. No refunds through the POS system would be allowed, but locations would be authorized to void transactions during the same business day. Counties would need to provide any

necessary refund at the local level only. Julie Haggerty made a motion to approve the amendments to Chapter 1 of the Policies and Procedures as presented. Lindsay Laufersweiler seconded, and the motion was approved.

Section 5.x – Electronic Document Rejection Policy

The Committee discussed the work of the PRIA working group relating to the development of a consistent set of document rejection reasons. This led to a discussion regarding potential changes to the ILR document rejection reasons list in the E-Submission interface. These potential changes may be revisited during the February ESS Coordinating Committee meeting.

Chapter 7 – Terms of Use and Privacy Policies

The Committee reviewed amendments to Chapter 7 of the Policies and Procedures which were previously approved by the Standards Subcommittee. Amendments include changing references from Iowa County Records Association to the Electronic Services System. Janelle Schneider made a motion to approve the amendments to Chapter 7 of the Policies and Procedures. Julie Haggerty seconded, and the motion was approved.

Key Project Updates

E-Submission 2.0 Submitter's Interface – Focus Groups

The Iowa Land Records team discussed plans for focus groups involving E-Submission customers. The purpose would be to gather input for Iowa Land Records team as they start to develop the E-Submission 2.0 submitter interface.

Content Management and Web Development RFI

The Project Manager provided an update on the Content Management RFI that was shared with local vendors in the Des Moines area for assistance with development of the landing pages for the Iowa Land Records web site. It was explained that the Iowa Land Records development team does not necessarily specialize in the development of web sites and landing pages, and due to time constraints needs to keep their focus on E-Submission 2.0. Having a quality web site will have a great impact on education and outreach efforts. The Iowa Land Records team has met with three Des Moines area web development firms thus far and will continue to talk to a few more firms before moving forward with a potential RFP.

Other Project Updates

Point of Sale Payment System Update

The Project Manager provided an update for the new Point of Sale payment system with BankCard USA. It was reported that the devices had been ordered and would be delivered to counties soon. The Iowa Land Records team is working to refine some payment reports that will be generated, and hopes to have the Point of Sale payment system fully operational by the end of November or early December. Training information and more details will be communicated with all participating counties in the coming weeks.

CRM Reports and 2018 Campaign Status

Kati Ross and Krita Bhattarai provided a presentation on the CRM system and how the Iowa Land Records team is currently utilizing the system to track customer information and interactions. Metrics regarding customers and leads were shared. An update was provided on recent education and outreach activities as well as recent campaigns. Information was also provided on two upcoming campaigns that the Communications Subcommittee has been developing with the ILR team. The first campaign includes a promotional incentive of no E-Submission service fees for a month if they attend a new customer webinar. The second is a campaign to engage County Recorders with recruitment efforts led by a district representative on the Communications Subcommittee. The Communications Subcommittee will be providing everything a person would need to inform a prospect about E-Submission, including a detailed leads list of companies in their district.

Fee Information – E-Submission Recording Stamp

The Committee was provided with a sample of the E-Submission recording stamp which now includes extra fee information for the customer. It was explained that this change could potentially increase E-Submission activity.

Remote Notarization – Discussion

The Project Manager provided the Committee with a presentation from the most recent PRIA Conference on Remote Notarization. The importance of staying up to date on this topic was discussed. The Committee was encouraged to learn more about the process and the States who have implemented Remote Notarization.

IRS Safeguard Update

The Project Manager reported that the ILR Team continues to work on final items included in the IRS safeguard report. The IRS will be visiting the Iowa Land Records office for an audit of our systems again in August, 2019.

PRIA Update

The Project Manager reported that he continues to serve as a Co-Chair of the PRIA document rejections working group. He shared the group's presentation from the latest PRIA conference. The group continues to work on finalizing a best practices document.

The meeting was adjourned at 2:05 PM.

Chapter 1
County Land Record Information System Governance

EXCERPT

1.6(7) Officers. There shall be three officers of the ESS Coordinating Committee, consisting of a chair, vice-chair and secretary/treasurer.

The ESS Coordinating Committee shall nominate and elect a chair, vice-chair and secretary/treasurer from the ESS membership. The term of Office for the Chair, Vice Chair & Secretary Treasure shall be one year. However, an Officer may serve successive terms with no limit to the number of terms.

The Chair shall convene and preside over all meetings, or shall arrange for other members of the Coordinating Committee to preside at each meeting in the following order: Vice Chair, Secretary/Treasurer. The Chair shall also appoint members of any subcommittees established by the Coordinating Committee.

The Secretary/Treasurer shall be responsible for keeping records of ESS Committee actions, including overseeing the preparation of meeting summaries and financial reports, and ensuring that corporate records are maintained.

ICRA Committees – 1/1/2019

Executive Board

Travis Case - President
Kathy Jurries - Vice-President
Deb Kupka - Treasurer
Denise Allan - Secretary
John Murphy - Past President
Chad Airhart - Legislative Rep.
Megan Clyman - Legislative Rep.
Kim Painter - ISAC Rep.

ESS COMMITTEE

| | | | |
|--------------|------------------------|----------------------|-------------------|
| District I | Lindsay Laufersweiler | Webster | 1/01/19 -12/31/20 |
| District II | Deb Roberts | Floyd | 1/01/18 -12/31/19 |
| District III | Diane Swoboda Peterson | Woodbury | 1/01/19 -12/31/20 |
| District IV | Janelle Schneider | Adair | 1/01/18 -12/31/19 |
| District V | Nancy Booten | Lee | 1/01/19 -12/31/20 |
| District VI | Melissa Bahnsen | Cedar | 1/01/18 -12/31/19 |
| Large Co. | Julie Haggerty | Polk | 1/01/19 -12/31/20 |
| Exec. Bd. | Kathy Jurries | Calhoun | 1/01/19 -12/31/19 |
| ICIT | Eric Sloan | Boone | 1/01/18 -12/31/19 |
| Stakeholder | Chuck Hendricks | Iowa State Bar Assn. | 1/01/19 -12/31/20 |
| Stakeholder | Dave Rubow | ILTA | 1/01/18 -12/31/19 |
| Stakeholder | John McKinney | CBI | 1/01/19 -12/31/20 |

EXECUTIVE Committee

| | |
|---------------|---|
| Travis Case | President of the Iowa County Records Association Chair of the ESS Coordinating Committee |
| Kathy Jurries | Vice President of the Iowa County Records Association |
| Deb Kupka | Treasurer of the Iowa County Records Association |
| Denise Allan | Secretary of the Iowa County Records Association |

| FINANCE SUBCOMMITTEE | County | Term | District |
|-----------------------------|---------------|-------------------|-----------------|
| Geralyn Greer | Shelby County | 1/01/19 -12/31/20 | 4 |
| Amy Assink | Floyd | 1/01/19 -12/31/20 | 2 |
| Mark Murphy | Cherokee | 1/01/19 -12/31/20 | 3 |
| Stacie Herridge | Story | 1/01/18 -12/31/19 | 1 |
| Jo Greiner | Washington | 1/01/18-12/31/19 | 5 |
| Deb Kupka | Tama | 1/01/19 -12/31/20 | 1 |
| Sheri Jones | Jones | 1/01/18 -12/31/19 | 6 |

STANDARDS SUBCOMMITTEE

| | | | |
|-------------------|-----------|-------------------|---|
| Deb Winke | Allamakee | 1/01/18 -12/31/19 | 2 |
| Joan McCalmant | Linn | 1/01/18 -12/31/19 | 6 |
| Janelle Schneider | Adair | 1/01/19 -12/31/20 | 4 |
| Jolynn Goodchild | Plymouth | 1/01/19 -12/31/20 | 3 |
| Denise Allan | Jasper | 1/01/19 -12/31/19 | 1 |
| Mindy Fitzgibbon | Henry | 1/01/19 -12/31/20 | 5 |

MARKETING AND COMMUNICATIONS SUBCOMMITTEE

| | | | |
|-----------------------|------------|-------------------|---|
| Lindsay Laufersweiler | Webster | 1/01/18 -12/31/19 | 1 |
| Julie Haggerty | Polk | 1/01/18 -12/31/19 | 1 |
| Mary Ward | Cass | 1/01/19 -12/31/20 | 4 |
| Deb Winke | Allamakee | 1/01/19 -12/31/20 | 2 |
| Sue Meyer | Clayton | 1/01/19 -12/31/20 | 6 |
| Lisa Schreiner | Des Moines | 1/01/19 -12/31/20 | 5 |
| Ann Ditsworth | Dickinson | 1/01/18 -12/31/19 | 3 |

Communications Subcommittee Nomination

Lisa Schreiner, Des Moines County Recorder previously served as the District 5 Representative on the Communications & Marketing Subcommittee. Lisa was approved as a member of the Subcommittee when the slate of nominees for all ESS Committees and Subcommittees was approved during the November ESS Coordinating Committee meetings. After the start of 2019, Lisa Schreiner Requested that her Deputy Natalie Steffener replace her on this Subcommittee.

Please consider the approval of Natalie Steffener, Deputy Recorder (Des Moines County) as the new District 5 representative on the Communications and Marketing Subcommittee.

Kati Ross

*Marketing & Communications Director
Iowa Land Records*

Iowa County Recorders Association

Profit & Loss

December 2018

| | Dec 18 |
|--|---------------------|
| Income | |
| BudgetedIncome | |
| Bad Payment Fee | 0.00 |
| PMTSERVICEFEE | 2,824.02 |
| POSSERVICEFEE | 1,502.33 |
| SERVICEFEE | |
| ACH | 43,527.00 |
| CC | 5,336.03 |
| DDCC | 80.95 |
| DRAWDOWN | 7,269.00 |
| Total SERVICEFEE | 56,212.98 |
| Total BudgetedIncome | 60,539.33 |
| RevolvingIncome | |
| ERECORDING | |
| AUDITORFEE | 18,785.00 |
| TRANSFERTAX | 996,591.20 |
| ERECORDING - Other | 457,519.24 |
| Total ERECORDING | 1,472,895.44 |
| Expense Reimbursement - CLRIS | 32,581.52 |
| HPPAYMENT | 57,606.17 |
| POSPAYMENT | 96,454.46 |
| Total RevolvingIncome | 1,659,537.59 |
| Total Income | 1,720,076.92 |
| Expense | |
| Budgeted Expenses | |
| Accounting | |
| Accounting Software-Services | 139.98 |
| Bookkeeping | 4,400.00 |
| Total Accounting | 4,539.98 |
| Administrative Support | 490.00 |
| Business Analysis- Comm | 2,090.00 |
| Marketing-Communications | 3,300.00 |
| Office Tech Support | 540.18 |
| Payment Expenses | |
| Bank Account Analysis Fee | 1,226.80 |
| BOA Merchant Service Charge | |
| BOAOLN 430132313509772 Mer Acct | 1,873.29 |
| BOAOTC 430132313849862 Mer Acct | 2,324.19 |
| Total BOA Merchant Service Charge | 4,197.48 |
| Gateway Transaction Fees | |
| EDS Online Transaction Fees | 4,637.70 |
| EDS OTC Transaction Fees | 1,182.00 |
| POSTransactionsFees | 364.74 |
| Total Gateway Transaction Fees | 6,184.44 |
| Total Payment Expenses | 11,608.72 |
| Project Management | 5,500.00 |
| Software Dev. - Programming | 19,967.97 |
| Total Budgeted Expenses | 48,036.85 |
| Depreciation Expense | 4,721.64 |
| RevolvingExpenses | |
| Computer Software | 8,191.05 |
| Computer Support | 39.00 |
| Dues and Subscriptions | 484.42 |
| ESS Committee | |

Iowa County Recorders Association

Profit & Loss

December 2018

| | Dec 18 |
|-------------------------|--------------|
| Official Publications | 22.50 |
| Total ESS Committee | 22.50 |
| ESSPayments | |
| COUNTYDISTRIBUTION | 1,530,701.86 |
| PMTDISTRIBUTION | 57,606.17 |
| POSDISTRIBUTION | 28,106.27 |
| Total ESSPayments | 1,616,414.30 |
| Legal Fees | 1,500.00 |
| Merit Resources | 16,154.00 |
| Office Supplies | 33.32 |
| Teleconference | 307.72 |
| Total RevolvingExpenses | 1,643,146.31 |
| Total Expense | 1,695,904.80 |
| Net Income | 24,172.12 |

Iowa County Recordors Association

Profit & Loss

01/31/19

October through December 2018

Accrual Basis

| | Oct - Dec 18 |
|--|---------------------|
| Income | |
| BudgetedIncome | |
| Bad Payment Fee | 0.00 |
| PMTSERVICEFEE | 13,989.34 |
| POSSERVICEFEE | 1,723.20 |
| SERVICEFEE | |
| ACH | 140,073.00 |
| CC | 15,453.18 |
| DDCC | 585.30 |
| DRAWDOWN | 23,925.00 |
| SERVICEFEE - Other | -9.00 |
| Total SERVICEFEE | 180,027.48 |
| Total BudgetedIncome | 195,740.02 |
| Misc. Income | 27.00 |
| RevolvingIncome | |
| ERECORDING | |
| AUDITORFEE | 58,820.00 |
| TRANSFERTAX | 2,736,966.40 |
| ERECORDING - Other | 1,491,756.04 |
| Total ERECORDING | 4,287,542.44 |
| Expense Reimbursement - CLRIS | 72,207.23 |
| HPPAYMENT | 284,819.65 |
| POSPAYMENT | 105,282.66 |
| Total RevolvingIncome | 4,749,851.98 |
| Total Income | 4,945,619.00 |
| Expense | |
| Bank Service Charges | 27.00 |
| Budgeted Expenses | |
| Accounting | |
| Accounting Software-Services | 419.94 |
| Bookkeeping | 13,200.00 |
| Total Accounting | 13,619.94 |
| Administrative Support | 1,430.00 |
| Business Analysis- Comm | 6,270.00 |
| EDS Credit Card Setup-Support | |
| Local Credit Card Equipment | 19,502.00 |
| Total EDS Credit Card Setup-Support | 19,502.00 |
| Marketing-Communications | 9,450.00 |
| Office Tech Support | 2,160.72 |
| Payment Expenses | |
| Bank Account Analysis Fee | 3,732.44 |
| BOA Merchant Service Charge | |
| BOAOLN 430132313509772 Mer Acct | 5,987.58 |
| BOAOTC 430132313849862 Mer Acct | 7,715.33 |
| Total BOA Merchant Service Charge | 13,702.91 |
| Gateway Transaction Fees | |
| EDS Online Transaction Fees | 14,696.30 |
| EDS OTC Transaction Fees | 3,936.60 |
| POSTransactionsFees | 364.74 |
| Total Gateway Transaction Fees | 18,997.64 |
| Other Bank Service Charges | 73.60 |
| Total Payment Expenses | 36,506.59 |
| Project Management | 16,500.00 |

Iowa County Recorders Association

Profit & Loss

01/31/19

October through December 2018

Accrual Basis

| | Oct - Dec 18 |
|---------------------------------------|---------------------|
| Software Dev. - Programming | 61,725.32 |
| Software License-Maintenance | 5,000.00 |
| Total Budgeted Expenses | 172,164.57 |
| Depreciation Expense | 14,164.92 |
| Planned Reserve Expenses | |
| Software Development-Consulting | 2,582.87 |
| Total Planned Reserve Expenses | 2,582.87 |
| RevolvingExpenses | |
| Computer Software | 8,241.45 |
| Computer Support | 188.86 |
| Dues and Subscriptions | 3,415.02 |
| Education and Outreach-Rev | 3,800.00 |
| ESS Committee | |
| ESS Committee Travel | 247.26 |
| ESS Meeting Expenses | 229.74 |
| Official Publications | 205.26 |
| Total ESS Committee | 682.26 |
| ESSPayments | |
| COUNTYDISTRIBUTION | 4,353,226.10 |
| PMTDISTRIBUTION | 284,819.65 |
| POSDISTRIBUTION | 28,106.27 |
| Total ESSPayments | 4,666,152.02 |
| Legal Fees | 4,500.00 |
| Merit Resources | 48,462.00 |
| Office Supplies | 72.53 |
| Postage and Delivery | 94.21 |
| Teleconference | 808.38 |
| Total RevolvingExpenses | 4,736,416.73 |
| Total Expense | 4,925,356.09 |
| Net Income | 20,262.91 |

Iowa County Recordors Association

Profit & Loss

01/31/19

January through December 2018

Accrual Basis

| | Jan - Dec 18 |
|---|----------------------|
| Income | |
| BudgetedIncome | |
| Bad Payment Fee | 240.00 |
| Local Serv. Prov. Maint. Acct. | |
| Cost Sharing Credit | -111,369.07 |
| Local Serv. Prov. Maint. Acct. - Other | 273,657.58 |
| Total Local Serv. Prov. Maint. Acct. | 162,288.51 |
| PMTSERVICEFEE | 68,841.30 |
| POSSERVICEFEE | 1,723.20 |
| SERVICEFEE | |
| ACH | 570,528.00 |
| CC | 50,941.16 |
| DDCC | 1,786.09 |
| DDDdepositFee | 0.00 |
| DRAWDOWN | 107,561.60 |
| SERVICEFEE - Other | -39.00 |
| Total SERVICEFEE | 730,777.85 |
| Total BudgetedIncome | 963,870.86 |
| Misc. Income | 116.00 |
| RevolvingIncome | |
| ERECORDING | |
| AUDITORFEE | 234,840.00 |
| TRANSFERTAX | 10,468,644.80 |
| ERECORDING - Other | 5,827,690.19 |
| Total ERECORDING | 16,531,174.99 |
| Expense Reimbursement - CLRIS | 295,430.47 |
| HPPAYMENT | 1,429,545.86 |
| POSPAYMENT | 105,282.66 |
| RevolvingIncome - Other | 230.00 |
| Total RevolvingIncome | 18,361,663.98 |
| Total Income | 19,325,650.84 |
| Expense | |
| ACH Returned-Failed Payment | -30.00 |
| Advertising | 0.00 |
| Bank Service Charges | 27.00 |
| Budgeted Expenses | |
| Accounting | |
| Accounting Software-Services | 4,911.76 |
| Bookkeeping | 52,600.00 |
| Total Accounting | 57,511.76 |
| Administrative Support | 6,062.50 |
| Business Analysis- Comm | 22,165.00 |
| EDS Credit Card Setup-Support | |
| Local Credit Card Equipment | 19,502.00 |
| Total EDS Credit Card Setup-Support | 19,502.00 |
| Insurance Expense | 19,664.70 |
| Local Maint. Expense | 276,997.36 |
| Marketing-Communications | 34,326.25 |
| Office Tech Support | 6,482.16 |
| Payment Expenses | |
| Bank Account Analysis Fee | 14,840.69 |
| BOA Merchant Service Charge | |
| BOAOLN 430132313509772 Mer Acct | 21,904.65 |
| BOAOTC 430132313849862 Mer Acct | 32,604.71 |
| Total BOA Merchant Service Charge | 54,509.36 |

Iowa County Recorders Association

Profit & Loss

01/31/19

January through December 2018

Accrual Basis

| | Jan - Dec 18 |
|---------------------------------|---------------|
| Gateway Transaction Fees | |
| EDS Online Transaction Fees | 58,337.25 |
| EDS OTC Transaction Fees | 16,765.20 |
| POSTransactionsFees | 364.74 |
| Total Gateway Transaction Fees | 75,467.19 |
| Other Bank Service Charges | 76.54 |
| Total Payment Expenses | 144,893.78 |
| Project Management | 65,642.50 |
| Software Dev. - Programming | 238,172.89 |
| Software License-Maintenance | 21,838.00 |
| Total Budgeted Expenses | 913,258.90 |
| Depreciation Expense | 56,659.68 |
| Planned Reserve Expenses | |
| Computer Equipment | 917.52 |
| Software Development-Consulting | 2,871.87 |
| Software License Expense | 2,076.00 |
| Total Planned Reserve Expenses | 5,865.39 |
| RevolvingExpenses | |
| Annual Audit | 5,575.00 |
| Computer Software | 22,597.92 |
| Computer Support | 188.86 |
| Dues and Subscriptions | 6,058.73 |
| Education and Outreach-Rev | 10,930.95 |
| ESS Committee | |
| ESS Committee Travel | 2,140.00 |
| ESS Meeting Expenses | 970.96 |
| Official Publications | 478.65 |
| Total ESS Committee | 3,589.61 |
| ESSPayments | |
| COUNTYDISTRIBUTION | 16,593,112.70 |
| PMTDISTRIBUTION | 1,429,583.52 |
| POSDISTRIBUTION | 28,106.27 |
| Total ESSPayments | 18,050,802.49 |
| Insurance | 5,008.00 |
| Legal Fees | 23,500.00 |
| Merit Resources | 210,002.00 |
| Office Supplies | 237.60 |
| Postage and Delivery | 436.34 |
| Teleconference | 2,411.95 |
| Total RevolvingExpenses | 18,341,339.45 |
| Total Expense | 19,317,120.42 |
| Net Income | 8,530.42 |

Iowa County Recorders Association
Profit & Loss Budget vs. Actual
January through December 2018

| | <u>Jan - Dec 18</u> | <u>Budget</u> | <u>\$ Over Budget</u> |
|--------------------------------|---------------------|-------------------|-----------------------|
| Income | | | |
| BudgetedIncome | | | |
| Bad Payment Fee | 240.00 | 330.00 | -90.00 |
| Local Serv. Prov. Maint. Acct. | 162,288.51 | 162,288.51 | 0.00 |
| PMTSERVICEFEE | 68,841.30 | 70,050.12 | -1,208.82 |
| POSSERVICEFEE | 1,723.20 | | |
| SERVICEFEE | 730,777.85 | 728,795.40 | 1,982.45 |
| Total BudgetedIncome | <u>963,870.86</u> | <u>961,464.03</u> | <u>2,406.83</u> |
| Total Income | 963,870.86 | 961,464.03 | 2,406.83 |
| Expense | | | |
| Budgeted Expenses | | | |
| Accounting | | | |
| Accounting Software-Services | 4,911.76 | 4,911.80 | -0.04 |
| Bookkeeping | 52,600.00 | 52,600.00 | 0.00 |
| Total Accounting | <u>57,511.76</u> | <u>57,511.80</u> | <u>-0.04</u> |
| Administrative Support | 6,062.50 | 7,072.50 | -1,010.00 |
| Business Analysis- Comm | 22,165.00 | 22,175.00 | -10.00 |
| EDS Credit Card Setup-Support | 19,502.00 | 21,600.00 | -2,098.00 |
| Insurance Expense | 19,664.70 | 19,664.70 | 0.00 |
| Local Maint. Expense | 276,997.36 | 276,997.36 | 0.00 |
| Marketing-Communications | 34,326.25 | 34,276.25 | 50.00 |
| Office Tech Support | 6,482.16 | 6,491.98 | -9.82 |
| Payment Expenses | 144,893.78 | 145,409.12 | -515.34 |
| Project Management | 65,642.50 | 65,642.50 | 0.00 |
| Software Dev. - Programming | 238,172.89 | 238,550.27 | -377.38 |
| Software License-Maintenance | 21,838.00 | 22,838.00 | -1,000.00 |
| Total Budgeted Expenses | <u>913,258.90</u> | <u>918,229.48</u> | <u>-4,970.58</u> |
| Total Expense | <u>913,258.90</u> | <u>918,229.48</u> | <u>-4,970.58</u> |
| Net Income | <u>50,611.96</u> | <u>43,234.55</u> | <u>7,377.41</u> |

Iowa County Recorders Association

Balance Sheet

As of December 31, 2018

| | Dec 31, 18 |
|--|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Bank of America | |
| Unrestricted Reserve Account | 40,000.00 |
| Bank of America - Other | 665,419.14 |
| Total Bank of America | 705,419.14 |
| Total Checking/Savings | 705,419.14 |
| Accounts Receivable | |
| Accounts Receivable | 3,760.39 |
| Total Accounts Receivable | 3,760.39 |
| Other Current Assets | |
| Due from State | 21,044.49 |
| Prepaid Expenses | 145,684.62 |
| Total Other Current Assets | 166,729.11 |
| Total Current Assets | 875,908.64 |
| Fixed Assets | |
| Accumulated Depreciation | -448,241.79 |
| Computer Equipment | 566,393.44 |
| Total Fixed Assets | 118,151.65 |
| TOTAL ASSETS | 994,060.29 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| Accounts Payable | 6,819.70 |
| Total Accounts Payable | 6,819.70 |
| Credit Cards | |
| Corp-BOA Visa 2026 | 1,777.29 |
| Total Credit Cards | 1,777.29 |
| Other Current Liabilities | |
| Accrued Compensation | 41,172.82 |
| Deferred Revenues | 135,710.33 |
| DRAWDOWN | 37,615.90 |
| Total Other Current Liabilities | 214,499.05 |
| Total Current Liabilities | 223,096.04 |
| Total Liabilities | 223,096.04 |
| Equity | |
| Retained Earnings | 762,433.83 |
| Net Income | 8,530.42 |
| Total Equity | 770,964.25 |
| TOTAL LIABILITIES & EQUITY | 994,060.29 |

Profit & Loss

December 2018

| | Dec 18 |
|---------------------------------------|-----------|
| Ordinary Income/Expense | |
| Income | |
| Reserve Expenses Spent | 5,919.26 |
| E-Recording Fee | 48,820.85 |
| Interest | 1,034.50 |
| Total Income | 55,774.61 |
| Expense | |
| Administration | |
| Business Analysis & QA | 2,090.00 |
| Communications | 3,300.00 |
| Administrative Assistant | 480.00 |
| ESS Meetings | |
| ESS Travel Expenses | 247.26 |
| ESS Meeting Expenses | 150.99 |
| Total ESS Meetings | 398.25 |
| Legal Fees | 1,000.00 |
| Legal Fees - Govt. Relations | 500.00 |
| Professional Fees | |
| Aureon | 260.00 |
| Total Professional Fees | 260.00 |
| Project Management | 5,500.00 |
| Total Administration | 13,528.25 |
| Customer Support | |
| Account Manager | 5,935.14 |
| Total Customer Support | 5,935.14 |
| Education and Outreach | |
| Postage | 50.76 |
| MISMO Meetings | 966.69 |
| MISMO Membership | 2,500.00 |
| Misc. Color Printing | 42.18 |
| Online Educational Tools | |
| Survey Monkey | 741.21 |
| Adobe Connect | 1,000.00 |
| Salesforce-Exact Target | 7,349.64 |
| Salesforce-CRM | 2,700.00 |
| Online Educational Tools - Other | 102.98 |
| Total Online Educational Tools | 11,893.83 |
| Total Education and Outreach | 15,453.46 |
| Hosting | |
| Bandwidth | 6,778.80 |
| Software | |
| FTP Software | 90.72 |
| Jira/Confluence | 25.20 |
| Cloud Storage | 135.32 |
| Total Software | 251.24 |
| Total Hosting | 7,030.04 |
| ILR External Develo-Programming | |
| Redaction Services | |
| Back File Redaction | 5,919.26 |
| Forward File Redaction | 10,513.20 |
| Total Redaction Services | 16,432.46 |
| Total ILR External Develo-Programming | 16,432.46 |

Profit & Loss

December 2018

| | Dec 18 |
|---------------------------------------|------------|
| ILR Internal Develo-Programming | |
| Technical Lead | 10,652.00 |
| Total ILR Internal Develo-Programming | 10,652.00 |
| Office Operations | |
| B&W copying-printing | 41.52 |
| Office Space Lease | 2,500.00 |
| Official Publication Expense | 17.95 |
| Postage | 6.71 |
| Teleconference | 306.49 |
| Telephone/Internet | 480.00 |
| Office Tech Support | 540.18 |
| Total Office Operations | 3,892.85 |
| Total Expense | 72,924.20 |
| Net Ordinary Income | -17,149.59 |
| Net Income | -17,149.59 |

Iowa Land Records - Fund 255

Profit & Loss

01/16/19

October through December 2018

Accrual Basis

| | Oct - Dec 18 |
|-----------------------------------|--------------|
| Ordinary Income/Expense | |
| Income | |
| Reserve Expenses Spent | 10,180.44 |
| E-Recording Fee | 147,471.80 |
| Interest | 3,262.63 |
| Total Income | 160,914.87 |
| Expense | |
| Administration | |
| Business Analysis & QA | 6,270.00 |
| Communications | 9,487.50 |
| Accounting | 625.00 |
| Administrative Assistant | 1,420.00 |
| ESS Meetings | |
| ESS Travel Expenses | 247.26 |
| ESS Meeting Expenses | 229.74 |
| Total ESS Meetings | 477.00 |
| Insurance | |
| Liability Insurance | -15.00 |
| Total Insurance | -15.00 |
| Legal Fees | 3,000.00 |
| Legal Fees - Govt. Relations | 1,500.00 |
| Professional Fees | |
| Aureon | 780.00 |
| Total Professional Fees | 780.00 |
| Project Management | 16,500.00 |
| Total Administration | 40,044.50 |
| Customer Support | |
| Account Manager | 17,732.69 |
| Total Customer Support | 17,732.69 |
| Education and Outreach | |
| Postage | 50.76 |
| Electronic E-Sub Promo Content | 700.00 |
| MISMO Meetings | 966.69 |
| MISMO Membership | 2,500.00 |
| Misc. Color Printing | 114.99 |
| Online Educational Tools | |
| Survey Monkey | 741.21 |
| Adobe Connect | 1,000.00 |
| Salesforce-Exact Target | 7,135.62 |
| Salesforce-CRM | 2,700.00 |
| Online Educational Tools - Other | 308.94 |
| Total Online Educational Tools | 11,885.77 |
| Tradeshow - Meeting Exhibit | |
| Exhibit Registration | 600.00 |
| Exhibit Drawing | 50.00 |
| Total Tradeshow - Meeting Exhibit | 650.00 |
| Total Education and Outreach | 16,868.21 |
| Hosting | |
| Bandwidth | 12,924.60 |
| Domain Registration | 623.98 |

Iowa Land Records - Fund 255

Profit & Loss

01/16/19

October through December 2018

Accrual Basis

| | Oct - Dec 18 |
|---------------------------------------|--------------|
| Software | |
| FTP Software | 181.44 |
| Jira/Confluence | 75.60 |
| Cloud Storage | 149.86 |
| Total Software | 406.90 |
| Total Hosting | 13,955.48 |
| ILR External Develo-Programming | |
| Redaction Services | |
| Back File Redaction | 10,180.44 |
| Forward File Redaction | 22,041.43 |
| Total Redaction Services | 32,221.87 |
| Total ILR External Develo-Programming | 32,221.87 |
| ILR Internal Develo-Programming | |
| Technical Lead | 31,913.00 |
| Total ILR Internal Develo-Programming | 31,913.00 |
| Miscellaneous | -394.28 |
| Office Operations | |
| B&W copying-printing | 50.56 |
| Office Space Lease | 7,400.00 |
| Official Publication Expense | 95.20 |
| Postage | 6.71 |
| Teleconference | 646.33 |
| Telephone/Internet | 1,440.00 |
| Office Tech Support | 1,080.36 |
| Total Office Operations | 10,719.16 |
| Total Expense | 163,060.63 |
| Net Ordinary Income | -2,145.76 |
| Net Income | -2,145.76 |

Iowa Land Records - Fund 255

Profit & Loss

01/23/19

July through December 2018

Accrual Basis

| | Jul - Dec 18 |
|-----------------------------------|--------------|
| Ordinary Income/Expense | |
| Income | |
| Reserve Expenses Spent | 19,637.22 |
| E-Recording Fee | 304,903.62 |
| Interest | 6,308.97 |
| Total Income | 330,849.81 |
| Expense | |
| Administration | |
| Business Analysis & QA | 11,907.50 |
| Communications | 18,646.25 |
| Accounting | 5,575.00 |
| Administrative Assistant | 3,730.00 |
| ESS Meetings | |
| ESS Travel Expenses | 980.16 |
| ESS Meeting Expenses | 693.73 |
| Total ESS Meetings | 1,673.89 |
| Insurance | |
| Liability Insurance | -15.00 |
| Total Insurance | -15.00 |
| Legal Fees | 6,000.00 |
| Legal Fees - Govt. Relations | 4,000.00 |
| Professional Fees | |
| Aureon | 1,690.00 |
| Total Professional Fees | 1,690.00 |
| Project Management | 32,962.50 |
| Total Administration | 86,170.14 |
| Customer Support | |
| Account Manager | 37,676.94 |
| Total Customer Support | 37,676.94 |
| Education and Outreach | |
| Postage | 50.76 |
| Stakeholder Engagement | 99.28 |
| ICRA Meetings | 379.87 |
| Electronic E-Sub Promo Content | 700.00 |
| MISMO Meetings | 1,266.09 |
| MISMO Membership | 2,500.00 |
| Printed E-Sub Promo Materials | 254.25 |
| Misc. Color Printing | 359.81 |
| Online Educational Tools | |
| Survey Monkey | 741.21 |
| Adobe Connect | 1,000.00 |
| Salesforce-Exact Target | 6,963.81 |
| Salesforce-CRM | 2,700.00 |
| Online Educational Tools - Other | 617.88 |
| Total Online Educational Tools | 12,022.90 |
| PRIA Meetings | 2,149.61 |
| PRIA Membership | 675.00 |
| Tradeshow - Meeting Exhibit | |
| Exhibit Registration | 1,300.00 |
| Exhibit Drawing | 100.00 |
| Total Tradeshow - Meeting Exhibit | 1,400.00 |
| Total Education and Outreach | 21,857.57 |

Iowa Land Records - Fund 255

Profit & Loss

01/23/19

July through December 2018

Accrual Basis

| | Jul - Dec 18 |
|---------------------------------------|--------------|
| Hosting | |
| Bandwidth | 22,143.30 |
| Domain Registration | 681.68 |
| Software | |
| FTP Software | 453.60 |
| Jira/Confluence | 151.20 |
| Cloud Storage | 149.86 |
| City State Zip data | 200.00 |
| Total Software | 954.66 |
| Total Hosting | 23,779.64 |
| ILR External Develo-Programming | |
| Redaction Services | |
| Back File Redaction | 19,637.22 |
| Forward File Redaction | 40,931.98 |
| Total Redaction Services | 60,569.20 |
| Total ILR External Develo-Programming | 60,569.20 |
| ILR Internal Develo-Programming | |
| Technical Lead | 68,433.71 |
| Total ILR Internal Develo-Programming | 68,433.71 |
| Miscellaneous | -394.28 |
| Office Operations | |
| B&W copying-printing | 229.43 |
| Office Space Lease | 14,800.00 |
| Office Supplies | 15.15 |
| Official Publication Expense | 211.61 |
| Postage | 248.84 |
| Teleconference | 1,607.95 |
| Telephone/Internet | 2,880.00 |
| Office Tech Support | 3,241.08 |
| Total Office Operations | 23,234.06 |
| Total Expense | 321,326.98 |
| Net Ordinary Income | 9,522.83 |
| Net Income | 9,522.83 |

Iowa Land Records - Fund 255
Balance Sheet
As of December 31, 2018

| | Dec 31, 18 |
|---------------------------------------|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| State Treasurer | |
| Unrestricted Operating Reserve | 107,118.09 |
| Equipment Replacement Fund | 350,000.00 |
| Restricted Operating Reserve | 100,000.00 |
| Redaction Reserve Account | 48,265.97 |
| State Treasurer - Other | 112,546.12 |
| Total State Treasurer | 717,930.18 |
| Total Checking/Savings | 717,930.18 |
| Total Current Assets | 717,930.18 |
| TOTAL ASSETS | 717,930.18 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| Accounts Payable | 9,574.93 |
| Total Accounts Payable | 9,574.93 |
| Total Current Liabilities | 9,574.93 |
| Total Liabilities | 9,574.93 |
| Equity | |
| Opening Bal Equity | 433,569.23 |
| Retained Earnings | 1,016,049.98 |
| Reserved Retained Earnings | -750,786.79 |
| Net Income | 9,522.83 |
| Total Equity | 708,355.25 |
| TOTAL LIABILITIES & EQUITY | 717,930.18 |

February 7, 2019

To: ESS Coordinating Committee
From: Phil Dunshee, Project Manager
Re: Calendar Year 2019 Maintenance Credits

In Fiscal Year 2015 the ESS Coordinating Committee established the County Project Assessment Cost Sharing Program which is codified in Chapter 9 of the ESS Policies and Procedures. Prior to the creation of the program, counties were fully responsible for the cost of annual maintenance agreements with their local land records management system vendors. As E-Submission grew, it was proposed that a portion of the net income from E-Submission be used to help pay for these maintenance costs. The program was also intended to provide an incentive for counties to promote electronic filing. Since the inception of the program, the amount of cost sharing with each county has been tied to the ratio of E-Submission documents to the total number of documents recorded by a county in the previous calendar year. Counties with E-Submission ratios higher than the state average received more, and counties with E-Submission ratios lower than the state average received less.

We have completed the calculations based on the formula used in prior years, and the results are displayed in the attached tables. The amount budgeted for the program in calendar year 2019 is \$120,000.00, the same amount as was budgeted in 2018. Because ratios have changed in each county this year, and because no additional resources were budgeted, the result of the formula is that some counties would receive a smaller credit in 2019 than for 2018.

To mitigate this a temporary adjustment in the formula is suggested to ensure that each county would receive a credit which is no less than credit granted in 2018. Counties with higher E-Submission ratios would still receive a higher credit amount.

The effect of this change would be modest, increasing the overall credits by about \$3,800.00. The total amount of credits granted would remain within the \$120,000.00 budget amount. The intention of this adjustment is that it be temporary, as it is hoped that as E-Submission will continue to grow in calendar year 2019 and more resources can be budgeted for the program in future years.

Recommendation: Approval of the suggested credit amounts for calendar year 2019 (fiscal year 2020).

Calendar 2018
E-Submission Ratio Table

| Co # | CountyName | 1st Quarter | 2nd Quarter | 3rd Quarter | Fourth Quarter | 2018 | 2017 | Change |
|------|-------------|-------------|-------------|-------------|----------------|--------|--------|--------|
| 1 | ADAIR | 54.41% | 46.84% | 59.14% | 50.52% | 53.11% | 29.57% | 23.54 |
| 2 | ADAMS | 16.48% | 25.27% | 27.11% | 41.20% | 27.34% | 28.42% | -1.08 |
| 3 | ALLAMAKEE | 16.62% | 14.59% | 16.91% | 16.10% | 16.04% | 14.02% | 2.03 |
| 4 | APPANOOSE | 20.92% | 22.14% | 27.01% | 25.81% | 24.05% | 21.35% | 2.71 |
| 5 | AUDUBON | 42.61% | 24.41% | 38.69% | 39.03% | 35.71% | 35.17% | 0.54 |
| 6 | BENTON | 46.02% | 47.45% | 53.29% | 46.40% | 48.31% | 44.55% | 3.76 |
| 7 | BLACK HAWK | 41.83% | 40.94% | 40.71% | 41.36% | 41.18% | 37.35% | 3.84 |
| 8 | BOONE | 41.88% | 35.63% | 39.13% | 39.37% | 38.84% | 40.16% | -1.32 |
| 9 | BREMER | 39.96% | 40.51% | 36.64% | 37.61% | 38.65% | 37.99% | 0.66 |
| 10 | BUCHANAN | 43.17% | 41.77% | 42.62% | 47.44% | 43.84% | 37.86% | 5.98 |
| 11 | BUENA VISTA | 30.31% | 28.35% | 29.41% | 26.29% | 28.46% | 28.43% | 0.03 |
| 12 | BUTLER | 47.27% | 40.76% | 43.69% | 39.14% | 42.71% | 41.44% | 1.26 |
| 13 | CALHOUN | 37.37% | 37.64% | 37.58% | 41.85% | 38.61% | 37.92% | 0.69 |
| 14 | CARROLL | 24.07% | 25.99% | 25.09% | 29.31% | 26.12% | 21.55% | 4.57 |
| 15 | CASS | 29.65% | 31.11% | 32.16% | 35.83% | 32.01% | 29.45% | 2.57 |
| 16 | CEDAR | 46.14% | 46.07% | 52.66% | 50.44% | 48.87% | 46.12% | 2.75 |
| 17 | CERRO GORDO | 47.84% | 41.49% | 47.66% | 43.32% | 44.93% | 43.23% | 1.70 |
| 18 | CHEROKEE | 23.79% | 21.95% | 23.72% | 22.71% | 23.02% | 23.79% | -0.77 |
| 19 | CHICKASAW | 21.35% | 23.96% | 21.57% | 19.32% | 21.60% | 21.53% | 0.07 |
| 20 | CLARKE | 31.73% | 22.69% | 28.84% | 35.58% | 29.45% | 27.12% | 2.32 |
| 21 | CLAY | 36.90% | 34.12% | 39.39% | 37.77% | 36.90% | 34.03% | 2.88 |
| 22 | CLAYTON | 25.94% | 24.97% | 23.65% | 27.19% | 25.44% | 19.78% | 5.66 |
| 23 | CLINTON | 25.01% | 22.16% | 20.44% | 22.82% | 22.55% | 21.40% | 1.15 |
| 24 | CRAWFORD | 43.47% | 39.59% | 38.17% | 41.80% | 40.74% | 43.71% | -2.97 |
| 25 | DALLAS | 48.40% | 47.38% | 45.89% | 46.56% | 47.00% | 43.17% | 3.84 |
| 26 | DAVIS | 17.42% | 21.42% | 24.49% | 26.46% | 22.58% | 16.74% | 5.83 |
| 27 | DECATUR | 19.47% | 17.72% | 18.78% | 25.81% | 20.46% | 19.99% | 0.47 |
| 28 | DELAWARE | 29.37% | 29.69% | 29.98% | 30.74% | 29.95% | 29.29% | 0.66 |
| 29 | DES MOINES | 48.99% | 55.35% | 55.21% | 54.86% | 53.60% | 52.82% | 0.78 |
| 30 | DICKINSON | 28.88% | 31.57% | 32.76% | 37.08% | 32.67% | 27.80% | 4.87 |
| 31 | DUBUQUE | 31.40% | 27.40% | 29.25% | 28.34% | 28.95% | 24.50% | 4.46 |
| 32 | EMMET | 20.26% | 30.15% | 26.14% | 23.20% | 25.04% | 20.33% | 4.71 |
| 33 | FAYETTE | 18.28% | 24.14% | 26.36% | 24.42% | 23.47% | 20.18% | 3.29 |
| 34 | FLOYD | 45.37% | 45.64% | 54.00% | 46.67% | 47.97% | 36.20% | 11.78 |
| 35 | FRANKLIN | 32.93% | 40.55% | 40.97% | 37.12% | 37.79% | 29.34% | 8.45 |
| 36 | FREMONT | 41.97% | 34.47% | 46.90% | 39.43% | 40.38% | 42.49% | -2.11 |
| 37 | GREENE | 40.77% | 24.23% | 24.49% | 35.29% | 31.23% | 31.73% | -0.50 |
| 38 | GRUNDY | 46.69% | 51.11% | 49.43% | 46.29% | 48.54% | 34.64% | 13.90 |
| 39 | GUTHRIE | 33.71% | 27.79% | 32.08% | 29.31% | 30.61% | 28.46% | 2.16 |
| 40 | HAMILTON | 36.89% | 26.06% | 26.76% | 29.24% | 29.79% | 25.64% | 4.15 |
| 41 | HANCOCK | 39.50% | 38.42% | 40.79% | 38.23% | 39.19% | 40.82% | -1.63 |
| 42 | HARDIN | 45.66% | 47.66% | 51.07% | 45.62% | 47.74% | 43.59% | 4.15 |
| 43 | HARRISON | 49.13% | 46.01% | 49.09% | 43.31% | 46.93% | 44.58% | 2.35 |
| 44 | HENRY | 43.25% | 40.00% | 35.83% | 41.31% | 40.07% | 36.19% | 3.88 |
| 45 | HOWARD | 21.07% | 14.58% | 13.12% | 10.04% | 14.75% | 15.89% | -1.13 |
| 46 | HUMBOLDT | 30.59% | 29.19% | 31.35% | 29.93% | 30.25% | 24.42% | 5.83 |
| 47 | IDA | 63.30% | 59.47% | 60.72% | 70.59% | 63.72% | 61.75% | 1.97 |
| 48 | IOWA | 47.03% | 43.46% | 54.94% | 55.53% | 50.23% | 41.65% | 8.57 |
| 49 | JACKSON | 29.03% | 23.82% | 26.36% | 25.29% | 25.98% | 22.73% | 3.25 |
| 50 | JASPER | 33.63% | 32.74% | 33.05% | 33.79% | 33.29% | 31.44% | 1.85 |
| 51 | JEFFERSON | 26.77% | 24.30% | 28.86% | 24.09% | 25.99% | 26.89% | -0.90 |

Calendar 2018
E-Submission Ratio Table

| Co # | CountyName | 1st Quarter | 2nd Quarter | 3rd Quarter | Fourth Quarter | 2018 | 2017 | Change |
|------|---------------|-------------|-------------|-------------|----------------|--------|--------|--------|
| 52 | JOHNSON | 61.44% | 71.03% | 68.92% | 69.24% | 68.03% | 60.54% | 7.49 |
| 53 | JONES | 34.70% | 37.71% | 38.04% | 35.54% | 36.62% | 34.38% | 2.23 |
| 54 | KEOKUK | 40.46% | 42.15% | 41.86% | 42.18% | 41.75% | 28.60% | 13.16 |
| 55 | KOSSUTH | 29.23% | 29.75% | 32.88% | 37.80% | 32.34% | 26.46% | 5.88 |
| 56 | LEE | 50.13% | 44.05% | 40.02% | 36.01% | 42.32% | 40.31% | 2.01 |
| 57 | LINN | 56.22% | 59.63% | 61.15% | 59.58% | 59.24% | 54.54% | 4.70 |
| 58 | LOUISA | 60.66% | 59.96% | 56.56% | 57.32% | 58.58% | 49.54% | 9.04 |
| 59 | LUCAS | 39.67% | 48.80% | 35.26% | 43.28% | 41.83% | 33.57% | 8.26 |
| 60 | LYON | 25.73% | 24.30% | 27.50% | 30.53% | 26.83% | 25.60% | 1.23 |
| 61 | MADISON | 37.54% | 39.03% | 33.18% | 38.08% | 36.94% | 31.10% | 5.83 |
| 62 | MAHASKA | 31.30% | 33.95% | 34.57% | 28.70% | 32.15% | 30.61% | 1.54 |
| 63 | MARION | 35.37% | 36.21% | 37.97% | 38.40% | 37.06% | 35.41% | 1.65 |
| 64 | MARSHALL | 43.78% | 45.72% | 41.99% | 41.10% | 43.17% | 38.11% | 5.07 |
| 65 | MILLS | 39.12% | 42.48% | 49.36% | 49.30% | 45.25% | 41.34% | 3.90 |
| 66 | MITCHELL | 34.90% | 33.03% | 32.18% | 30.23% | 32.68% | 22.62% | 10.05 |
| 67 | MONONA | 37.41% | 42.25% | 35.91% | 44.74% | 39.94% | 37.22% | 2.73 |
| 68 | MONROE | 22.19% | 18.78% | 20.21% | 18.63% | 19.92% | 22.25% | -2.33 |
| 69 | MONTGOMERY | 30.36% | 31.83% | 27.66% | 30.21% | 30.05% | 30.11% | -0.06 |
| 70 | MUSCATINE | 47.98% | 50.38% | 50.55% | 51.99% | 50.18% | 47.79% | 2.40 |
| 71 | O'BRIEN | 19.86% | 27.32% | 17.49% | 18.66% | 20.83% | 16.09% | 4.74 |
| 72 | OSCEOLA | 26.26% | 23.96% | 24.57% | 22.63% | 24.35% | 20.20% | 4.15 |
| 73 | PAGE | 22.24% | 23.08% | 29.72% | 22.41% | 24.41% | 22.35% | 2.06 |
| 74 | PALO ALTO | 31.56% | 35.77% | 40.08% | 36.26% | 36.00% | 28.55% | 7.45 |
| 75 | PLYMOUTH | 37.44% | 29.10% | 31.98% | 35.05% | 33.13% | 29.12% | 4.01 |
| 76 | POCAHONTAS | 21.91% | 22.49% | 20.98% | 17.06% | 20.33% | 22.31% | -1.97 |
| 77 | POLK | 45.78% | 43.48% | 44.25% | 43.20% | 44.12% | 41.86% | 2.27 |
| 78 | POTTAWATTAMIE | 54.05% | 56.89% | 62.11% | 59.36% | 58.20% | 55.66% | 2.54 |
| 79 | POWESHIEK | 56.84% | 59.24% | 56.89% | 55.24% | 57.10% | 45.30% | 11.80 |
| 80 | RINGGOLD | 29.71% | 27.76% | 34.64% | 33.42% | 31.51% | 32.67% | -1.16 |
| 81 | SAC | 32.49% | 37.24% | 34.21% | 44.91% | 37.81% | 38.62% | -0.81 |
| 82 | SCOTT | 33.77% | 31.86% | 31.58% | 34.67% | 32.88% | 31.24% | 1.64 |
| 83 | SHELBY | 28.51% | 25.11% | 28.86% | 29.45% | 27.82% | 31.10% | -3.28 |
| 84 | SIOUX | 20.78% | 20.77% | 21.28% | 23.64% | 21.62% | 16.82% | 4.80 |
| 85 | STORY | 39.02% | 35.05% | 36.10% | 39.48% | 37.19% | 36.33% | 0.86 |
| 86 | TAMA | 45.71% | 45.82% | 41.33% | 42.47% | 43.82% | 39.78% | 4.03 |
| 87 | TAYLOR | 30.03% | 26.78% | 27.73% | 46.98% | 33.27% | 30.50% | 2.77 |
| 88 | UNION | 39.79% | 43.32% | 42.90% | 45.17% | 43.00% | 38.40% | 4.60 |
| 89 | VAN BUREN | 30.46% | 27.59% | 28.64% | 23.40% | 27.63% | 25.87% | 1.76 |
| 90 | WAPELLO | 29.54% | 26.45% | 24.12% | 21.93% | 25.42% | 23.99% | 1.43 |
| 91 | WARREN | 42.41% | 41.31% | 42.48% | 43.15% | 42.28% | 38.30% | 3.98 |
| 92 | WASHINGTON | 47.67% | 56.74% | 53.38% | 56.04% | 53.74% | 42.15% | 11.59 |
| 93 | WAYNE | 26.88% | 40.82% | 24.57% | 25.84% | 29.61% | 19.78% | 9.83 |
| 94 | WEBSTER | 38.62% | 42.06% | 43.36% | 42.25% | 41.60% | 37.72% | 3.88 |
| 95 | WINNEBAGO | 33.57% | 31.27% | 35.65% | 32.82% | 33.40% | 32.31% | 1.08 |
| 96 | WINNESHIEK | 13.81% | 14.23% | 13.84% | 14.86% | 14.16% | 11.23% | 2.94 |
| 97 | WOODBURY | 44.26% | 42.56% | 41.60% | 41.67% | 42.47% | 35.88% | 6.59 |
| 98 | WORTH | 31.95% | 31.43% | 31.67% | 40.42% | 33.80% | 34.40% | -0.60 |
| 99 | WRIGHT | 20.73% | 25.42% | 29.39% | 31.61% | 27.37% | 22.21% | 5.17 |
| | TOTAL | 40.99% | 41.07% | 41.82% | 41.38% | 41.32% | 37.91% | 3.42 |

Calendar 2018
E-Submission Ratio Table

| Co # | CountyName | 1st Quarter | 2nd Quarter | 3rd Quarter | Fourth Quarter | 2018 | 2017 | Change |
|------|---------------|-------------|-------------|-------------|----------------|--------|--------|--------|
| 52 | JOHNSON | 61.44% | 71.03% | 68.92% | 69.24% | 68.03% | 60.54% | 7.49 |
| 47 | IDA | 63.30% | 59.47% | 60.72% | 70.59% | 63.72% | 61.75% | 1.97 |
| 57 | LINN | 56.22% | 59.63% | 61.15% | 59.58% | 59.24% | 54.54% | 4.70 |
| 58 | LOUISA | 60.66% | 59.96% | 56.56% | 57.32% | 58.58% | 49.54% | 9.04 |
| 78 | POTTAWATTAMIE | 54.05% | 56.89% | 62.11% | 59.36% | 58.20% | 55.66% | 2.54 |
| 79 | POWESHIEK | 56.84% | 59.24% | 56.89% | 55.24% | 57.10% | 45.30% | 11.80 |
| 92 | WASHINGTON | 47.67% | 56.74% | 53.38% | 56.04% | 53.74% | 42.15% | 11.59 |
| 29 | DES MOINES | 48.99% | 55.35% | 55.21% | 54.86% | 53.60% | 52.82% | 0.78 |
| 1 | ADAIR | 54.41% | 46.84% | 59.14% | 50.52% | 53.11% | 29.57% | 23.54 |
| 48 | IOWA | 47.03% | 43.46% | 54.94% | 55.53% | 50.23% | 41.65% | 8.57 |
| 70 | MUSCATINE | 47.98% | 50.38% | 50.55% | 51.99% | 50.18% | 47.79% | 2.40 |
| 16 | CEDAR | 46.14% | 46.07% | 52.66% | 50.44% | 48.87% | 46.12% | 2.75 |
| 38 | GRUNDY | 46.69% | 51.11% | 49.43% | 46.29% | 48.54% | 34.64% | 13.90 |
| 6 | BENTON | 46.02% | 47.45% | 53.29% | 46.40% | 48.31% | 44.55% | 3.76 |
| 34 | FLOYD | 45.37% | 45.64% | 54.00% | 46.67% | 47.97% | 36.20% | 11.78 |
| 42 | HARDIN | 45.66% | 47.66% | 51.07% | 45.62% | 47.74% | 43.59% | 4.15 |
| 25 | DALLAS | 48.40% | 47.38% | 45.89% | 46.56% | 47.00% | 43.17% | 3.84 |
| 43 | HARRISON | 49.13% | 46.01% | 49.09% | 43.31% | 46.93% | 44.58% | 2.35 |
| 65 | MILLS | 39.12% | 42.48% | 49.36% | 49.30% | 45.25% | 41.34% | 3.90 |
| 17 | CERRO GORDO | 47.84% | 41.49% | 47.66% | 43.32% | 44.93% | 43.23% | 1.70 |
| 77 | POLK | 45.78% | 43.48% | 44.25% | 43.20% | 44.12% | 41.86% | 2.27 |
| 10 | BUCHANAN | 43.17% | 41.77% | 42.62% | 47.44% | 43.84% | 37.86% | 5.98 |
| 86 | TAMA | 45.71% | 45.82% | 41.33% | 42.47% | 43.82% | 39.78% | 4.03 |
| 64 | MARSHALL | 43.78% | 45.72% | 41.99% | 41.10% | 43.17% | 38.11% | 5.07 |
| 88 | UNION | 39.79% | 43.32% | 42.90% | 45.17% | 43.00% | 38.40% | 4.60 |
| 12 | BUTLER | 47.27% | 40.76% | 43.69% | 39.14% | 42.71% | 41.44% | 1.26 |
| 97 | WOODBURY | 44.26% | 42.56% | 41.60% | 41.67% | 42.47% | 35.88% | 6.59 |
| 56 | LEE | 50.13% | 44.05% | 40.02% | 36.01% | 42.32% | 40.31% | 2.01 |
| 91 | WARREN | 42.41% | 41.31% | 42.48% | 43.15% | 42.28% | 38.30% | 3.98 |
| 59 | LUCAS | 39.67% | 48.80% | 35.26% | 43.28% | 41.83% | 33.57% | 8.26 |
| 54 | KEOKUK | 40.46% | 42.15% | 41.86% | 42.18% | 41.75% | 28.60% | 13.16 |
| 94 | WEBSTER | 38.62% | 42.06% | 43.36% | 42.25% | 41.60% | 37.72% | 3.88 |
| 7 | BLACK HAWK | 41.83% | 40.94% | 40.71% | 41.36% | 41.18% | 37.35% | 3.84 |
| 24 | CRAWFORD | 43.47% | 39.59% | 38.17% | 41.80% | 40.74% | 43.71% | -2.97 |
| 36 | FREMONT | 41.97% | 34.47% | 46.90% | 39.43% | 40.38% | 42.49% | -2.11 |
| 44 | HENRY | 43.25% | 40.00% | 35.83% | 41.31% | 40.07% | 36.19% | 3.88 |
| 67 | MONONA | 37.41% | 42.25% | 35.91% | 44.74% | 39.94% | 37.22% | 2.73 |
| 41 | HANCOCK | 39.50% | 38.42% | 40.79% | 38.23% | 39.19% | 40.82% | -1.63 |
| 8 | BOONE | 41.88% | 35.63% | 39.13% | 39.37% | 38.84% | 40.16% | -1.32 |
| 9 | BREMER | 39.96% | 40.51% | 36.64% | 37.61% | 38.65% | 37.99% | 0.66 |
| 13 | CALHOUN | 37.37% | 37.64% | 37.58% | 41.85% | 38.61% | 37.92% | 0.69 |
| 81 | SAC | 32.49% | 37.24% | 34.21% | 44.91% | 37.81% | 38.62% | -0.81 |
| 35 | FRANKLIN | 32.93% | 40.55% | 40.97% | 37.12% | 37.79% | 29.34% | 8.45 |
| 85 | STORY | 39.02% | 35.05% | 36.10% | 39.48% | 37.19% | 36.33% | 0.86 |
| 63 | MARION | 35.37% | 36.21% | 37.97% | 38.40% | 37.06% | 35.41% | 1.65 |
| 61 | MADISON | 37.54% | 39.03% | 33.18% | 38.08% | 36.94% | 31.10% | 5.83 |
| 21 | CLAY | 36.90% | 34.12% | 39.39% | 37.77% | 36.90% | 34.03% | 2.88 |
| 53 | JONES | 34.70% | 37.71% | 38.04% | 35.54% | 36.62% | 34.38% | 2.23 |
| 74 | PALO ALTO | 31.56% | 35.77% | 40.08% | 36.26% | 36.00% | 28.55% | 7.45 |
| 5 | AUDUBON | 42.61% | 24.41% | 38.69% | 39.03% | 35.71% | 35.17% | 0.54 |
| 98 | WORTH | 31.95% | 31.43% | 31.67% | 40.42% | 33.80% | 34.40% | -0.60 |

Calendar 2018
E-Submission Ratio Table

| Co # | CountyName | 1st Quarter | 2nd Quarter | 3rd Quarter | Fourth Quarter | 2018 | 2017 | Change |
|------|--------------|-------------|-------------|-------------|----------------|--------|--------|--------|
| 95 | WINNEBAGO | 33.57% | 31.27% | 35.65% | 32.82% | 33.40% | 32.31% | 1.08 |
| 50 | JASPER | 33.63% | 32.74% | 33.05% | 33.79% | 33.29% | 31.44% | 1.85 |
| 87 | TAYLOR | 30.03% | 26.78% | 27.73% | 46.98% | 33.27% | 30.50% | 2.77 |
| 75 | PLYMOUTH | 37.44% | 29.10% | 31.98% | 35.05% | 33.13% | 29.12% | 4.01 |
| 82 | SCOTT | 33.77% | 31.86% | 31.58% | 34.67% | 32.88% | 31.24% | 1.64 |
| 66 | MITCHELL | 34.90% | 33.03% | 32.18% | 30.23% | 32.68% | 22.62% | 10.05 |
| 30 | DICKINSON | 28.88% | 31.57% | 32.76% | 37.08% | 32.67% | 27.80% | 4.87 |
| 55 | KOSSUTH | 29.23% | 29.75% | 32.88% | 37.80% | 32.34% | 26.46% | 5.88 |
| 62 | MAHASKA | 31.30% | 33.95% | 34.57% | 28.70% | 32.15% | 30.61% | 1.54 |
| 15 | CASS | 29.65% | 31.11% | 32.16% | 35.83% | 32.01% | 29.45% | 2.57 |
| 80 | RINGGOLD | 29.71% | 27.76% | 34.64% | 33.42% | 31.51% | 32.67% | -1.16 |
| 37 | GREENE | 40.77% | 24.23% | 24.49% | 35.29% | 31.23% | 31.73% | -0.50 |
| 39 | GUTHRIE | 33.71% | 27.79% | 32.08% | 29.31% | 30.61% | 28.46% | 2.16 |
| 46 | HUMBOLDT | 30.59% | 29.19% | 31.35% | 29.93% | 30.25% | 24.42% | 5.83 |
| 69 | MONTGOMERY | 30.36% | 31.83% | 27.66% | 30.21% | 30.05% | 30.11% | -0.06 |
| 28 | DELAWARE | 29.37% | 29.69% | 29.98% | 30.74% | 29.95% | 29.29% | 0.66 |
| 40 | HAMILTON | 36.89% | 26.06% | 26.76% | 29.24% | 29.79% | 25.64% | 4.15 |
| 93 | WAYNE | 26.88% | 40.82% | 24.57% | 25.84% | 29.61% | 19.78% | 9.83 |
| 20 | CLARKE | 31.73% | 22.69% | 28.84% | 35.58% | 29.45% | 27.12% | 2.32 |
| 31 | DUBUQUE | 31.40% | 27.40% | 29.25% | 28.34% | 28.95% | 24.50% | 4.46 |
| 11 | BUENA VISTA | 30.31% | 28.35% | 29.41% | 26.29% | 28.46% | 28.43% | 0.03 |
| 83 | SHELBY | 28.51% | 25.11% | 28.86% | 29.45% | 27.82% | 31.10% | -3.28 |
| 89 | VAN BUREN | 30.46% | 27.59% | 28.64% | 23.40% | 27.63% | 25.87% | 1.76 |
| 99 | WRIGHT | 20.73% | 25.42% | 29.39% | 31.61% | 27.37% | 22.21% | 5.17 |
| 2 | ADAMS | 16.48% | 25.27% | 27.11% | 41.20% | 27.34% | 28.42% | -1.08 |
| 60 | LYON | 25.73% | 24.30% | 27.50% | 30.53% | 26.83% | 25.60% | 1.23 |
| 14 | CARROLL | 24.07% | 25.99% | 25.09% | 29.31% | 26.12% | 21.55% | 4.57 |
| 51 | JEFFERSON | 26.77% | 24.30% | 28.86% | 24.09% | 25.99% | 26.89% | -0.90 |
| 49 | JACKSON | 29.03% | 23.82% | 26.36% | 25.29% | 25.98% | 22.73% | 3.25 |
| 22 | CLAYTON | 25.94% | 24.97% | 23.65% | 27.19% | 25.44% | 19.78% | 5.66 |
| 90 | WAPELLO | 29.54% | 26.45% | 24.12% | 21.93% | 25.42% | 23.99% | 1.43 |
| 32 | EMMET | 20.26% | 30.15% | 26.14% | 23.20% | 25.04% | 20.33% | 4.71 |
| 73 | PAGE | 22.24% | 23.08% | 29.72% | 22.41% | 24.41% | 22.35% | 2.06 |
| 72 | OSCEOLA | 26.26% | 23.96% | 24.57% | 22.63% | 24.35% | 20.20% | 4.15 |
| 4 | APPANOOSE | 20.92% | 22.14% | 27.01% | 25.81% | 24.05% | 21.35% | 2.71 |
| 33 | FAYETTE | 18.28% | 24.14% | 26.36% | 24.42% | 23.47% | 20.18% | 3.29 |
| 18 | CHEROKEE | 23.79% | 21.95% | 23.72% | 22.71% | 23.02% | 23.79% | -0.77 |
| 26 | DAVIS | 17.42% | 21.42% | 24.49% | 26.46% | 22.58% | 16.74% | 5.83 |
| 23 | CLINTON | 25.01% | 22.16% | 20.44% | 22.82% | 22.55% | 21.40% | 1.15 |
| 84 | SIOUX | 20.78% | 20.77% | 21.28% | 23.64% | 21.62% | 16.82% | 4.80 |
| 19 | CHICKASAW | 21.35% | 23.96% | 21.57% | 19.32% | 21.60% | 21.53% | 0.07 |
| 71 | O'BRIEN | 19.86% | 27.32% | 17.49% | 18.66% | 20.83% | 16.09% | 4.74 |
| 27 | DECATUR | 19.47% | 17.72% | 18.78% | 25.81% | 20.46% | 19.99% | 0.47 |
| 76 | POCAHONTAS | 21.91% | 22.49% | 20.98% | 17.06% | 20.33% | 22.31% | -1.97 |
| 68 | MONROE | 22.19% | 18.78% | 20.21% | 18.63% | 19.92% | 22.25% | -2.33 |
| 3 | ALLAMAKEE | 16.62% | 14.59% | 16.91% | 16.10% | 16.04% | 14.02% | 2.03 |
| 45 | HOWARD | 21.07% | 14.58% | 13.12% | 10.04% | 14.75% | 15.89% | -1.13 |
| 96 | WINNESHIEK | 13.81% | 14.23% | 13.84% | 14.86% | 14.16% | 11.23% | 2.94 |
| | TOTAL | 40.99% | 41.07% | 41.82% | 41.38% | 41.32% | 37.91% | 3.42 |

Calendar 2018
E-Submission Ratio Table

| Co # | CountyName | 1st Quarter | 2nd Quarter | 3rd Quarter | Fourth Quarter | 2018 | 2017 | Change |
|------|------------|-------------|-------------|-------------|----------------|--------|--------|--------|
| 1 | ADAIR | 54.41% | 46.84% | 59.14% | 50.52% | 53.11% | 29.57% | 23.54 |
| 38 | GRUNDY | 46.69% | 51.11% | 49.43% | 46.29% | 48.54% | 34.64% | 13.90 |
| 54 | KEOKUK | 40.46% | 42.15% | 41.86% | 42.18% | 41.75% | 28.60% | 13.16 |
| 79 | POWESHIEK | 56.84% | 59.24% | 56.89% | 55.24% | 57.10% | 45.30% | 11.80 |
| 34 | FLOYD | 45.37% | 45.64% | 54.00% | 46.67% | 47.97% | 36.20% | 11.78 |
| 92 | WASHINGTON | 47.67% | 56.74% | 53.38% | 56.04% | 53.74% | 42.15% | 11.59 |
| 66 | MITCHELL | 34.90% | 33.03% | 32.18% | 30.23% | 32.68% | 22.62% | 10.05 |
| 93 | WAYNE | 26.88% | 40.82% | 24.57% | 25.84% | 29.61% | 19.78% | 9.83 |
| 58 | LOUISA | 60.66% | 59.96% | 56.56% | 57.32% | 58.58% | 49.54% | 9.04 |
| 48 | IOWA | 47.03% | 43.46% | 54.94% | 55.53% | 50.23% | 41.65% | 8.57 |
| 35 | FRANKLIN | 32.93% | 40.55% | 40.97% | 37.12% | 37.79% | 29.34% | 8.45 |
| 59 | LUCAS | 39.67% | 48.80% | 35.26% | 43.28% | 41.83% | 33.57% | 8.26 |
| 52 | JOHNSON | 61.44% | 71.03% | 68.92% | 69.24% | 68.03% | 60.54% | 7.49 |
| 74 | PALO ALTO | 31.56% | 35.77% | 40.08% | 36.26% | 36.00% | 28.55% | 7.45 |
| 97 | WOODBURY | 44.26% | 42.56% | 41.60% | 41.67% | 42.47% | 35.88% | 6.59 |
| 10 | BUCHANAN | 43.17% | 41.77% | 42.62% | 47.44% | 43.84% | 37.86% | 5.98 |
| 55 | KOSSUTH | 29.23% | 29.75% | 32.88% | 37.80% | 32.34% | 26.46% | 5.88 |
| 61 | MADISON | 37.54% | 39.03% | 33.18% | 38.08% | 36.94% | 31.10% | 5.83 |
| 26 | DAVIS | 17.42% | 21.42% | 24.49% | 26.46% | 22.58% | 16.74% | 5.83 |
| 46 | HUMBOLDT | 30.59% | 29.19% | 31.35% | 29.93% | 30.25% | 24.42% | 5.83 |
| 22 | CLAYTON | 25.94% | 24.97% | 23.65% | 27.19% | 25.44% | 19.78% | 5.66 |
| 99 | WRIGHT | 20.73% | 25.42% | 29.39% | 31.61% | 27.37% | 22.21% | 5.17 |
| 64 | MARSHALL | 43.78% | 45.72% | 41.99% | 41.10% | 43.17% | 38.11% | 5.07 |
| 30 | DICKINSON | 28.88% | 31.57% | 32.76% | 37.08% | 32.67% | 27.80% | 4.87 |
| 84 | SIOUX | 20.78% | 20.77% | 21.28% | 23.64% | 21.62% | 16.82% | 4.80 |
| 71 | O'BRIEN | 19.86% | 27.32% | 17.49% | 18.66% | 20.83% | 16.09% | 4.74 |
| 32 | EMMET | 20.26% | 30.15% | 26.14% | 23.20% | 25.04% | 20.33% | 4.71 |
| 57 | LINN | 56.22% | 59.63% | 61.15% | 59.58% | 59.24% | 54.54% | 4.70 |
| 88 | UNION | 39.79% | 43.32% | 42.90% | 45.17% | 43.00% | 38.40% | 4.60 |
| 14 | CARROLL | 24.07% | 25.99% | 25.09% | 29.31% | 26.12% | 21.55% | 4.57 |
| 31 | DUBUQUE | 31.40% | 27.40% | 29.25% | 28.34% | 28.95% | 24.50% | 4.46 |
| 40 | HAMILTON | 36.89% | 26.06% | 26.76% | 29.24% | 29.79% | 25.64% | 4.15 |
| 42 | HARDIN | 45.66% | 47.66% | 51.07% | 45.62% | 47.74% | 43.59% | 4.15 |
| 72 | OSCEOLA | 26.26% | 23.96% | 24.57% | 22.63% | 24.35% | 20.20% | 4.15 |
| 86 | TAMA | 45.71% | 45.82% | 41.33% | 42.47% | 43.82% | 39.78% | 4.03 |
| 75 | PLYMOUTH | 37.44% | 29.10% | 31.98% | 35.05% | 33.13% | 29.12% | 4.01 |
| 91 | WARREN | 42.41% | 41.31% | 42.48% | 43.15% | 42.28% | 38.30% | 3.98 |
| 65 | MILLS | 39.12% | 42.48% | 49.36% | 49.30% | 45.25% | 41.34% | 3.90 |
| 94 | WEBSTER | 38.62% | 42.06% | 43.36% | 42.25% | 41.60% | 37.72% | 3.88 |
| 44 | HENRY | 43.25% | 40.00% | 35.83% | 41.31% | 40.07% | 36.19% | 3.88 |
| 7 | BLACK HAWK | 41.83% | 40.94% | 40.71% | 41.36% | 41.18% | 37.35% | 3.84 |
| 25 | DALLAS | 48.40% | 47.38% | 45.89% | 46.56% | 47.00% | 43.17% | 3.84 |
| 6 | BENTON | 46.02% | 47.45% | 53.29% | 46.40% | 48.31% | 44.55% | 3.76 |
| 33 | FAYETTE | 18.28% | 24.14% | 26.36% | 24.42% | 23.47% | 20.18% | 3.29 |
| 49 | JACKSON | 29.03% | 23.82% | 26.36% | 25.29% | 25.98% | 22.73% | 3.25 |
| 96 | WINNESHIEK | 13.81% | 14.23% | 13.84% | 14.86% | 14.16% | 11.23% | 2.94 |
| 21 | CLAY | 36.90% | 34.12% | 39.39% | 37.77% | 36.90% | 34.03% | 2.88 |
| 87 | TAYLOR | 30.03% | 26.78% | 27.73% | 46.98% | 33.27% | 30.50% | 2.77 |
| 16 | CEDAR | 46.14% | 46.07% | 52.66% | 50.44% | 48.87% | 46.12% | 2.75 |
| 67 | MONONA | 37.41% | 42.25% | 35.91% | 44.74% | 39.94% | 37.22% | 2.73 |
| 4 | APPANOOSE | 20.92% | 22.14% | 27.01% | 25.81% | 24.05% | 21.35% | 2.71 |

Calendar 2018
E-Submission Ratio Table

| Co # | CountyName | 1st Quarter | 2nd Quarter | 3rd Quarter | Fourth Quarter | 2018 | 2017 | Change |
|------|---------------|-------------|-------------|-------------|----------------|--------|--------|--------|
| 15 | CASS | 29.65% | 31.11% | 32.16% | 35.83% | 32.01% | 29.45% | 2.57 |
| 78 | POTTAWATTAMIE | 54.05% | 56.89% | 62.11% | 59.36% | 58.20% | 55.66% | 2.54 |
| 70 | MUSCATINE | 47.98% | 50.38% | 50.55% | 51.99% | 50.18% | 47.79% | 2.40 |
| 43 | HARRISON | 49.13% | 46.01% | 49.09% | 43.31% | 46.93% | 44.58% | 2.35 |
| 20 | CLARKE | 31.73% | 22.69% | 28.84% | 35.58% | 29.45% | 27.12% | 2.32 |
| 77 | POLK | 45.78% | 43.48% | 44.25% | 43.20% | 44.12% | 41.86% | 2.27 |
| 53 | JONES | 34.70% | 37.71% | 38.04% | 35.54% | 36.62% | 34.38% | 2.23 |
| 39 | GUTHRIE | 33.71% | 27.79% | 32.08% | 29.31% | 30.61% | 28.46% | 2.16 |
| 73 | PAGE | 22.24% | 23.08% | 29.72% | 22.41% | 24.41% | 22.35% | 2.06 |
| 3 | ALLAMAKEE | 16.62% | 14.59% | 16.91% | 16.10% | 16.04% | 14.02% | 2.03 |
| 56 | LEE | 50.13% | 44.05% | 40.02% | 36.01% | 42.32% | 40.31% | 2.01 |
| 47 | IDA | 63.30% | 59.47% | 60.72% | 70.59% | 63.72% | 61.75% | 1.97 |
| 50 | JASPER | 33.63% | 32.74% | 33.05% | 33.79% | 33.29% | 31.44% | 1.85 |
| 89 | VAN BUREN | 30.46% | 27.59% | 28.64% | 23.40% | 27.63% | 25.87% | 1.76 |
| 17 | CERRO GORDO | 47.84% | 41.49% | 47.66% | 43.32% | 44.93% | 43.23% | 1.70 |
| 63 | MARION | 35.37% | 36.21% | 37.97% | 38.40% | 37.06% | 35.41% | 1.65 |
| 82 | SCOTT | 33.77% | 31.86% | 31.58% | 34.67% | 32.88% | 31.24% | 1.64 |
| 62 | MAHASKA | 31.30% | 33.95% | 34.57% | 28.70% | 32.15% | 30.61% | 1.54 |
| 90 | WAPELLO | 29.54% | 26.45% | 24.12% | 21.93% | 25.42% | 23.99% | 1.43 |
| 12 | BUTLER | 47.27% | 40.76% | 43.69% | 39.14% | 42.71% | 41.44% | 1.26 |
| 60 | LYON | 25.73% | 24.30% | 27.50% | 30.53% | 26.83% | 25.60% | 1.23 |
| 23 | CLINTON | 25.01% | 22.16% | 20.44% | 22.82% | 22.55% | 21.40% | 1.15 |
| 95 | WINNEBAGO | 33.57% | 31.27% | 35.65% | 32.82% | 33.40% | 32.31% | 1.08 |
| 85 | STORY | 39.02% | 35.05% | 36.10% | 39.48% | 37.19% | 36.33% | 0.86 |
| 29 | DES MOINES | 48.99% | 55.35% | 55.21% | 54.86% | 53.60% | 52.82% | 0.78 |
| 13 | CALHOUN | 37.37% | 37.64% | 37.58% | 41.85% | 38.61% | 37.92% | 0.69 |
| 28 | DELAWARE | 29.37% | 29.69% | 29.98% | 30.74% | 29.95% | 29.29% | 0.66 |
| 9 | BREMER | 39.96% | 40.51% | 36.64% | 37.61% | 38.65% | 37.99% | 0.66 |
| 5 | AUDUBON | 42.61% | 24.41% | 38.69% | 39.03% | 35.71% | 35.17% | 0.54 |
| 27 | DECATUR | 19.47% | 17.72% | 18.78% | 25.81% | 20.46% | 19.99% | 0.47 |
| 19 | CHICKASAW | 21.35% | 23.96% | 21.57% | 19.32% | 21.60% | 21.53% | 0.07 |
| 11 | BUENA VISTA | 30.31% | 28.35% | 29.41% | 26.29% | 28.46% | 28.43% | 0.03 |
| 69 | MONTGOMERY | 30.36% | 31.83% | 27.66% | 30.21% | 30.05% | 30.11% | -0.06 |
| 37 | GREENE | 40.77% | 24.23% | 24.49% | 35.29% | 31.23% | 31.73% | -0.50 |
| 98 | WORTH | 31.95% | 31.43% | 31.67% | 40.42% | 33.80% | 34.40% | -0.60 |
| 18 | CHEROKEE | 23.79% | 21.95% | 23.72% | 22.71% | 23.02% | 23.79% | -0.77 |
| 81 | SAC | 32.49% | 37.24% | 34.21% | 44.91% | 37.81% | 38.62% | -0.81 |
| 51 | JEFFERSON | 26.77% | 24.30% | 28.86% | 24.09% | 25.99% | 26.89% | -0.90 |
| 2 | ADAMS | 16.48% | 25.27% | 27.11% | 41.20% | 27.34% | 28.42% | -1.08 |
| 45 | HOWARD | 21.07% | 14.58% | 13.12% | 10.04% | 14.75% | 15.89% | -1.13 |
| 80 | RINGGOLD | 29.71% | 27.76% | 34.64% | 33.42% | 31.51% | 32.67% | -1.16 |
| 8 | BOONE | 41.88% | 35.63% | 39.13% | 39.37% | 38.84% | 40.16% | -1.32 |
| 41 | HANCOCK | 39.50% | 38.42% | 40.79% | 38.23% | 39.19% | 40.82% | -1.63 |
| 76 | POCAHONTAS | 21.91% | 22.49% | 20.98% | 17.06% | 20.33% | 22.31% | -1.97 |
| 36 | FREMONT | 41.97% | 34.47% | 46.90% | 39.43% | 40.38% | 42.49% | -2.11 |
| 68 | MONROE | 22.19% | 18.78% | 20.21% | 18.63% | 19.92% | 22.25% | -2.33 |
| 24 | CRAWFORD | 43.47% | 39.59% | 38.17% | 41.80% | 40.74% | 43.71% | -2.97 |
| 83 | SHELBY | 28.51% | 25.11% | 28.86% | 29.45% | 27.82% | 31.10% | -3.28 |
| | TOTAL | 40.99% | 41.07% | 41.82% | 41.38% | 41.32% | 37.91% | 3.42 |

2019 Maintenance Credit Comparison

| County Name | 2019 Formula Cost Share Amount | 2018 Cost Share Amount | Difference |
|----------------|-----------------------------------|---------------------------|------------|
| ADAIR | \$1,687.84 | \$1,024.44 | \$663.40 |
| ADAMS | \$868.94 | \$984.62 | -\$115.68 |
| ALLAMAKEE | \$509.85 | \$485.58 | \$24.26 |
| APPANOOSE | \$764.36 | \$739.49 | \$24.87 |
| AUDUBON | \$1,134.91 | \$1,218.35 | -\$83.45 |
| BENTON | \$1,535.28 | \$1,543.35 | -\$8.08 |
| BLACK HAWK | \$1,308.75 | \$1,293.78 | \$14.96 |
| BOONE | \$1,234.29 | \$1,391.34 | -\$157.05 |
| BREMER | \$1,228.26 | \$1,316.03 | -\$87.78 |
| BUCHANAN | \$1,393.22 | \$1,311.61 | \$81.61 |
| BUENA VISTA | \$904.41 | \$984.88 | -\$80.47 |
| BUTLER | \$1,357.11 | \$1,435.66 | -\$78.56 |
| CALHOUN | \$1,227.02 | \$1,313.53 | -\$86.51 |
| CARROLL | \$829.92 | \$746.52 | \$83.40 |
| CASS | \$1,017.25 | \$1,020.02 | -\$2.77 |
| CEDAR | \$1,553.11 | \$1,597.73 | -\$44.62 |
| CERRO GORDO | \$1,003.48 | \$974.25 | \$29.23 |
| CHEROKEE | \$731.51 | \$824.02 | -\$92.51 |
| CHICKASAW | \$686.50 | \$745.90 | -\$59.40 |
| CLARKE | \$935.75 | \$939.59 | -\$3.84 |
| CLAY | \$1,172.74 | \$1,178.76 | -\$6.02 |
| CLAYTON | \$808.46 | \$685.31 | \$123.15 |
| CLINTON | \$716.54 | \$741.18 | -\$24.64 |
| CRAWFORD | \$1,294.59 | \$1,514.00 | -\$219.41 |
| DALLAS | \$1,493.67 | \$1,495.39 | -\$1.72 |
| DAVIS | \$717.39 | \$580.00 | \$137.39 |
| DECATUR | \$650.18 | \$692.35 | -\$42.17 |
| DELAWARE | \$951.83 | \$1,014.65 | -\$62.81 |
| DES MOINES | \$1,703.37 | \$1,829.83 | -\$126.46 |
| DICKINSON | \$1,038.26 | \$963.10 | \$75.16 |
| DUBUQUE | \$920.00 | \$848.58 | \$71.42 |
| EMMET | \$795.70 | \$704.14 | \$91.56 |
| FAYETTE | \$745.73 | \$698.99 | \$46.74 |
| FLOYD | \$1,524.43 | \$1,253.90 | \$270.53 |
| FRANKLIN | \$1,200.85 | \$1,016.29 | \$184.57 |
| FREMONT | \$1,283.20 | \$1,471.87 | -\$188.67 |
| GREENE | \$992.35 | \$1,099.07 | -\$106.72 |
| GRUNDY | \$1,542.32 | \$1,199.84 | \$342.48 |
| GUTHRIE | \$972.80 | \$985.76 | -\$12.96 |
| HAMILTON | \$946.56 | \$888.15 | \$58.41 |
| HANCOCK | \$1,245.47 | \$1,414.13 | -\$168.66 |
| HARDIN | \$1,517.07 | \$1,510.11 | \$6.97 |
| HARRISON | \$1,491.27 | \$1,544.36 | -\$53.09 |
| HENRY | \$1,273.31 | \$1,253.63 | \$19.68 |
| HOWARD | \$468.82 | \$550.28 | -\$81.46 |
| HUMBOLDT | \$961.14 | \$845.85 | \$115.29 |
| IDA | \$2,025.01 | \$2,139.20 | -\$114.19 |
| IOWA | \$1,596.07 | \$1,442.89 | \$153.18 |
| JACKSON | \$825.54 | \$787.39 | \$38.15 |
| JASPER | \$1,057.80 | \$1,089.21 | -\$31.41 |

2019 Maintenance Credit Comparison

| County Name | 2019 Formula Cost Share Amount | 2018 Cost Share Amount | Difference |
|----------------|-----------------------------------|---------------------------|------------|
| JEFFERSON | \$825.88 | \$931.47 | -\$105.60 |
| JOHNSON | \$2,161.67 | \$2,097.08 | \$64.59 |
| JONES | \$1,163.59 | \$1,191.10 | -\$27.51 |
| KEOKUK | \$1,326.86 | \$990.65 | \$336.21 |
| KOSSUTH | \$1,027.75 | \$916.69 | \$111.06 |
| LEE | \$1,344.80 | \$1,396.30 | -\$51.50 |
| LINN | \$1,882.55 | \$1,889.47 | -\$6.92 |
| LOUISA | \$1,861.50 | \$1,716.21 | \$145.29 |
| LUCAS | \$1,329.13 | \$1,162.93 | \$166.21 |
| LYON | \$852.71 | \$886.90 | -\$34.18 |
| MADISON | \$1,173.79 | \$1,077.50 | \$96.29 |
| MAHASKA | \$1,021.64 | \$1,060.50 | -\$38.86 |
| MARION | \$1,177.63 | \$1,226.53 | -\$48.89 |
| MARSHALL | \$1,371.91 | \$1,320.07 | \$51.84 |
| MILLS | \$1,437.82 | \$1,432.15 | \$5.68 |
| MITCHELL | \$1,038.37 | \$783.74 | \$254.63 |
| MONONA | \$1,269.29 | \$1,289.22 | -\$19.93 |
| MONROE | \$633.08 | \$770.80 | -\$137.72 |
| MONTGOMERY | \$954.97 | \$1,043.20 | -\$88.23 |
| MUSCATINE | \$1,594.74 | \$1,655.36 | -\$60.61 |
| O'BRIEN | \$661.94 | \$557.33 | \$104.61 |
| OSCEOLA | \$773.75 | \$699.86 | \$73.89 |
| PAGE | \$775.73 | \$774.17 | \$1.55 |
| PALO ALTO | \$1,144.08 | \$989.07 | \$155.02 |
| PLYMOUTH | \$1,052.76 | \$1,008.85 | \$43.92 |
| POCAHONTAS | \$646.19 | \$772.83 | -\$126.64 |
| POLK | \$1,402.06 | \$1,449.93 | -\$47.87 |
| POTTAWATTAMIE | \$1,849.49 | \$1,928.25 | -\$78.76 |
| POWESHIEK | \$1,814.53 | \$1,569.34 | \$245.19 |
| RINGGOLD | \$1,001.27 | \$1,131.58 | -\$130.31 |
| SAC | \$1,201.36 | \$1,337.75 | -\$136.39 |
| SCOTT | \$1,044.92 | \$1,082.12 | -\$37.20 |
| SHELBY | \$884.18 | \$1,077.44 | -\$193.26 |
| SIOUX | \$687.07 | \$582.62 | \$104.45 |
| STORY | \$1,181.81 | \$1,258.44 | -\$76.63 |
| TAMA | \$1,392.39 | \$1,378.17 | \$14.22 |
| TAYLOR | \$1,057.09 | \$1,056.45 | \$0.64 |
| UNION | \$1,366.33 | \$1,330.14 | \$36.19 |
| VAN BUREN | \$878.01 | \$896.12 | -\$18.11 |
| WAPELLO | \$807.79 | \$830.88 | -\$23.09 |
| WARREN | \$1,343.65 | \$1,326.91 | \$16.74 |
| WASHINGTON | \$1,707.80 | \$1,460.09 | \$247.70 |
| WAYNE | \$941.01 | \$685.37 | \$255.65 |
| WEBSTER | \$1,322.08 | \$1,306.68 | \$15.40 |
| WINNEBAGO | \$1,061.35 | \$1,119.41 | -\$58.07 |
| WINNESHIEK | \$450.11 | \$388.94 | \$61.18 |
| WOODBURY | \$1,349.73 | \$1,243.09 | \$106.64 |
| WORTH | \$1,074.20 | \$1,191.63 | -\$117.43 |
| WRIGHT | \$869.79 | \$769.24 | \$100.55 |
| Total | \$113,036.40 | \$111,369.53 | |

2019 Maintenance Cost Share Allocation

| Co # | County Name | County E-Sub Ratio | Cost Share Adjustment | Formula Cost Share Amount | Recommended Cost Share Amount |
|------|-------------|--------------------|-----------------------|---------------------------|-------------------------------|
| 1 | ADAIR | 53.11% | 374.71 | 1687.84 | 1687.84 |
| 2 | ADAMS | 27.34% | -444.19 | 868.94 | 984.62 |
| 3 | ALLAMAKEE | 16.04% | -803.29 | 509.85 | 509.85 |
| 4 | APPANOOSE | 24.05% | -548.77 | 764.36 | 764.36 |
| 5 | AUDUBON | 35.71% | -178.22 | 1134.91 | 1218.35 |
| 6 | BENTON | 48.31% | 222.15 | 1535.28 | 1543.35 |
| 7 | BLACK HAWK | 41.18% | -4.38 | 1308.75 | 1308.75 |
| 8 | BOONE | 38.84% | -78.84 | 1234.29 | 1391.34 |
| 9 | BREMER | 38.65% | -84.88 | 1228.26 | 1316.03 |
| 10 | BUCHANAN | 43.84% | 80.09 | 1393.22 | 1393.22 |
| 11 | BUENA VISTA | 28.46% | -408.73 | 904.41 | 984.88 |
| 12 | BUTLER | 42.71% | 43.97 | 1357.11 | 1435.66 |
| 13 | CALHOUN | 38.61% | -86.11 | 1227.02 | 1313.53 |
| 14 | CARROLL | 26.12% | -483.21 | 829.92 | 829.92 |
| 15 | CASS | 32.01% | -295.88 | 1017.25 | 1020.02 |
| 16 | CEDAR | 48.87% | 239.97 | 1553.11 | 1597.73 |
| 17 | CERRO GORDO | 44.93% | 114.49 | 1003.48 | 1003.48 |
| 18 | CHEROKEE | 23.02% | -581.62 | 731.51 | 824.02 |
| 19 | CHICKASAW | 21.60% | -626.63 | 686.50 | 745.90 |
| 20 | CLARKE | 29.45% | -377.38 | 935.75 | 939.59 |
| 21 | CLAY | 36.90% | -140.39 | 1172.74 | 1178.76 |
| 22 | CLAYTON | 25.44% | -504.67 | 808.46 | 808.46 |
| 23 | CLINTON | 22.55% | -596.59 | 716.54 | 741.18 |
| 24 | CRAWFORD | 40.74% | -18.54 | 1294.59 | 1514.00 |
| 25 | DALLAS | 47.00% | 180.54 | 1493.67 | 1495.39 |
| 26 | DAVIS | 22.58% | -595.74 | 717.39 | 717.39 |
| 27 | DECATUR | 20.46% | -662.95 | 650.18 | 692.35 |
| 28 | DELAWARE | 29.95% | -361.30 | 951.83 | 1014.65 |
| 29 | DES MOINES | 53.60% | 390.24 | 1703.37 | 1829.83 |
| 30 | DICKINSON | 32.67% | -274.87 | 1038.26 | 1038.26 |
| 31 | DUBUQUE | 28.95% | -393.13 | 920.00 | 920.00 |
| 32 | EMMET | 25.04% | -517.43 | 795.70 | 795.70 |
| 33 | FAYETTE | 23.47% | -567.40 | 745.73 | 745.73 |
| 34 | FLOYD | 47.97% | 211.30 | 1524.43 | 1524.43 |
| 35 | FRANKLIN | 37.79% | -112.28 | 1200.85 | 1200.85 |
| 36 | FREMONT | 40.38% | -29.93 | 1283.20 | 1471.87 |
| 37 | GREENE | 31.23% | -320.78 | 992.35 | 1099.07 |
| 38 | GRUNDY | 48.54% | 229.19 | 1542.32 | 1542.32 |
| 39 | GUTHRIE | 30.61% | -340.33 | 972.80 | 985.76 |
| 40 | HAMILTON | 29.79% | -366.57 | 946.56 | 946.56 |
| 41 | HANCOCK | 39.19% | -67.66 | 1245.47 | 1414.13 |
| 42 | HARDIN | 47.74% | 203.94 | 1517.07 | 1517.07 |
| 43 | HARRISON | 46.93% | 178.14 | 1491.27 | 1544.36 |
| 44 | HENRY | 40.07% | -39.82 | 1273.31 | 1273.31 |
| 45 | HOWARD | 14.75% | -844.31 | 468.82 | 550.28 |
| 46 | HUMBOLDT | 30.25% | -351.99 | 961.14 | 961.14 |
| 47 | IDA | 63.72% | 711.88 | 2025.01 | 2139.20 |
| 48 | IOWA | 50.23% | 282.94 | 1596.07 | 1596.07 |
| 49 | JACKSON | 25.98% | -487.59 | 825.54 | 825.54 |
| 50 | JASPER | 33.29% | -255.33 | 1057.80 | 1089.21 |
| 51 | JEFFERSON | 25.99% | -487.26 | 825.88 | 931.47 |
| 52 | JOHNSON | 68.03% | 848.54 | 2161.67 | 2161.67 |
| 53 | JONES | 36.62% | -149.54 | 1163.59 | 1191.10 |
| 54 | KEOKUK | 41.75% | 13.73 | 1326.86 | 1326.86 |
| 55 | KOSSUTH | 32.34% | -285.38 | 1027.75 | 1027.75 |
| 56 | LEE | 42.32% | 31.67 | 1344.80 | 1396.30 |
| 57 | LINN | 59.24% | 569.42 | 1882.55 | 1889.47 |
| 58 | LOUISA | 58.58% | 548.37 | 1861.50 | 1861.50 |
| 59 | LUCAS | 41.83% | 16.00 | 1329.13 | 1329.13 |

2019 Maintenance Cost Share Allocation

| Co # | County Name | County E-Sub Ratio | Cost Share Adjustment | Formula Cost Share Amount | Recommended Cost Share Amount |
|----------------------|---------------|--------------------|-----------------------|---------------------------|-------------------------------|
| 60 | LYON | 26.83% | -460.42 | 852.71 | 886.90 |
| 61 | MADISON | 36.94% | -139.34 | 1173.79 | 1173.79 |
| 62 | MAHASKA | 32.15% | -291.49 | 1021.64 | 1060.50 |
| 63 | MARION | 37.06% | -135.50 | 1177.63 | 1226.53 |
| 64 | MARSHALL | 43.17% | 58.78 | 1371.91 | 1371.91 |
| 65 | MILLS | 45.25% | 124.69 | 1437.82 | 1437.82 |
| 66 | MITCHELL | 32.68% | -274.76 | 1038.37 | 1038.37 |
| 67 | MONONA | 39.94% | -43.84 | 1269.29 | 1289.22 |
| 68 | MONROE | 19.92% | -680.05 | 633.08 | 770.80 |
| 69 | MONTGOMERY | 30.05% | -358.16 | 954.97 | 1043.20 |
| 70 | MUSCATINE | 50.18% | 281.61 | 1594.74 | 1655.36 |
| 71 | O'BRIEN | 20.83% | -651.19 | 661.94 | 661.94 |
| 72 | OSCEOLA | 24.35% | -539.38 | 773.75 | 773.75 |
| 73 | PAGE | 24.41% | -537.40 | 775.73 | 775.73 |
| 74 | PALO ALTO | 36.00% | -169.05 | 1144.08 | 1144.08 |
| 75 | PLYMOUTH | 33.13% | -260.37 | 1052.76 | 1052.76 |
| 76 | POCAHONTAS | 20.33% | -666.94 | 646.19 | 772.83 |
| 77 | POLK | 44.12% | 88.93 | 1402.06 | 1449.93 |
| 78 | POTTAWATTAMIE | 58.20% | 536.36 | 1849.49 | 1928.25 |
| 79 | POWESHIEK | 57.10% | 501.40 | 1814.53 | 1814.53 |
| 80 | RINGGOLD | 31.51% | -311.86 | 1001.27 | 1131.58 |
| 81 | SAC | 37.81% | -111.78 | 1201.36 | 1337.75 |
| 82 | SCOTT | 32.88% | -268.21 | 1044.92 | 1082.12 |
| 83 | SHELBY | 27.82% | -428.95 | 884.18 | 1077.44 |
| 84 | SIOUX | 21.62% | -626.07 | 687.07 | 687.07 |
| 85 | STORY | 37.19% | -131.32 | 1181.81 | 1258.44 |
| 86 | TAMA | 43.82% | 79.26 | 1392.39 | 1392.39 |
| 87 | TAYLOR | 33.27% | -256.04 | 1057.09 | 1057.09 |
| 88 | UNION | 43.00% | 53.20 | 1366.33 | 1366.33 |
| 89 | VAN BUREN | 27.63% | -435.12 | 878.01 | 896.12 |
| 90 | WAPELLO | 25.42% | -505.34 | 807.79 | 830.88 |
| 91 | WARREN | 42.28% | 30.51 | 1343.65 | 1343.65 |
| 92 | WASHINGTON | 53.74% | 394.66 | 1707.80 | 1707.80 |
| 93 | WAYNE | 29.61% | -372.12 | 941.01 | 941.01 |
| 94 | WEBSTER | 41.60% | 8.95 | 1322.08 | 1322.08 |
| 95 | WINNEBAGO | 33.40% | -251.78 | 1061.35 | 1119.41 |
| 96 | WINNESHIEK | 14.16% | -863.02 | 450.11 | 450.11 |
| 97 | WOODBURY | 42.47% | 36.60 | 1349.73 | 1349.73 |
| 98 | WORTH | 33.80% | -238.94 | 1074.20 | 1191.63 |
| 99 | WRIGHT | 27.37% | -443.34 | 869.79 | 869.79 |
| State Average | | 41.32% | | 113036.40 | 116841.25 |
| | | | Total | | |

Iowa County Recorders Association

Profit & Loss Budget vs. Actual

November through December 2018

| | Nov 18 | Budget | Dec 18 | Budget |
|----------------------|-----------|-----------|-----------|-----------|
| Income | | | | |
| BudgetedIncome | | | | |
| SERVICEFEE | | | | |
| ACH | 44,898.00 | | 43,527.00 | |
| CC | 4,522.65 | | 5,336.03 | |
| DDCC | 180.55 | | 80.95 | |
| DRAWDOWN | 7,533.00 | | 7,269.00 | |
| SERVICEFEE - Other | -6.00 | 57,000.00 | 0.00 | 57,000.00 |
| Total SERVICEFEE | 57,128.20 | 57,000.00 | 56,212.98 | 57,000.00 |
| Total BudgetedIncome | 57,128.20 | 57,000.00 | 56,212.98 | 57,000.00 |
| Total Income | 57,128.20 | 57,000.00 | 56,212.98 | 57,000.00 |
| Expense | 0.00 | | 0.00 | |
| Net Income | 57,128.20 | 57,000.00 | 56,212.98 | 57,000.00 |

Iowa County Recorders Association
Profit & Loss Budget vs. Actual
 November through December 2018

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 Accrual Basis

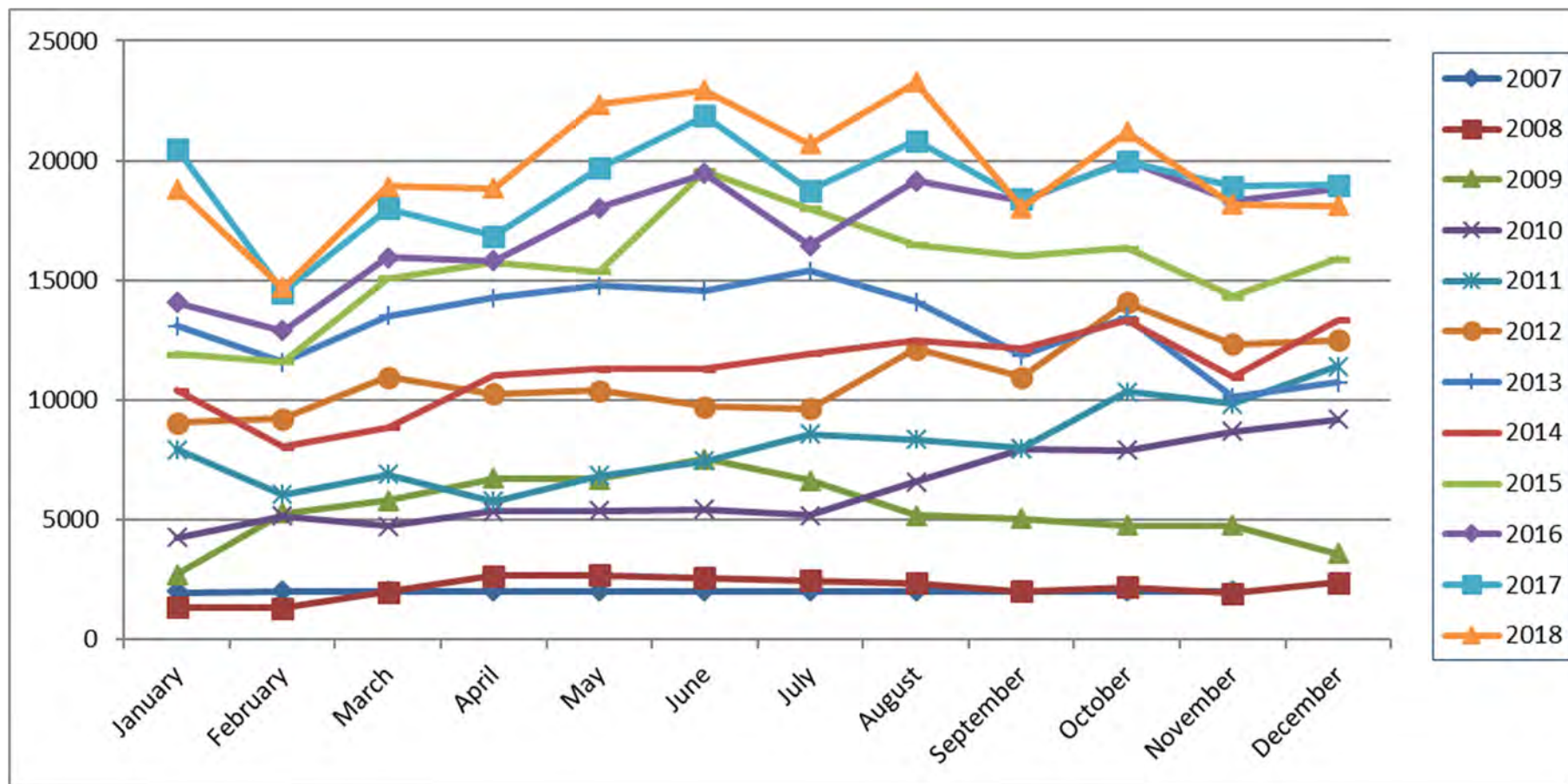
| | TOTAL | |
|----------------------|--------------|------------|
| | Nov - Dec 18 | Budget |
| Income | | |
| BudgetedIncome | | |
| SERVICEFEE | | |
| ACH | 88,425.00 | |
| CC | 9,858.68 | |
| DDCC | 261.50 | |
| DRAWDOWN | 14,802.00 | |
| SERVICEFEE - Other | -6.00 | 114,000.00 |
| Total SERVICEFEE | 113,341.18 | 114,000.00 |
| Total BudgetedIncome | 113,341.18 | 114,000.00 |
| Total Income | 113,341.18 | 114,000.00 |
| Expense | 0.00 | |
| Net Income | 113,341.18 | 114,000.00 |

Iowa County Recorders Association
Profit & Loss Budget vs. Actual
January 2019

| | Jan 19 | Budget |
|----------------------|-----------|-----------|
| Income | | |
| BudgetedIncome | | |
| SERVICEFEE | | |
| ACH | 40,242.00 | |
| CC | 3,999.14 | |
| DDCC | 404.75 | |
| DRAWDOWN | 8,829.00 | |
| SERVICEFEE - Other | 0.00 | 62,000.00 |
| Total SERVICEFEE | 53,474.89 | 62,000.00 |
| Total BudgetedIncome | 53,474.89 | 62,000.00 |
| Total Income | 53,474.89 | 62,000.00 |
| Expense | 0.00 | |
| Net Income | 53,474.89 | 62,000.00 |

Iowa Land Records - Fund 255
Profit & Loss Budget vs. Actual
November 2018 through January 2019

| | <u>Nov 18</u> | <u>Budget</u> | <u>Dec 18</u> | <u>Budget</u> | <u>Jan 19</u> | <u>Budget</u> |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|--------------------|-------------------------|
| Ordinary Income/Expense | | | | | | |
| Income | | | | | | |
| E-Recording Fee | 46,510.25 | 50,000.00 | 48,820.85 | 50,000.00 | 0.00 | 47,500.00 |
| Total Income | <u>46,510.25</u> | <u>50,000.00</u> | <u>48,820.85</u> | <u>50,000.00</u> | <u>0.00</u> | <u>47,500.00</u> |
| Net Ordinary Income | 46,510.25 | 50,000.00 | 48,820.85 | 50,000.00 | 0.00 | 47,500.00 |
| Net Income | <u><u>46,510.25</u></u> | <u><u>50,000.00</u></u> | <u><u>48,820.85</u></u> | <u><u>50,000.00</u></u> | <u><u>0.00</u></u> | <u><u>47,500.00</u></u> |



February 7, 2019

To: ESS Coordinating Committee

From: Phil Dunshee

Re: Local Service Provider Maintenance Agreements

The master agreements with local service providers were last updated in 2008, and since that time we have acted to extend those agreements annually. Each year ESS has also provided the service providers with a standard 3% inflation increase in the fee. For fiscal year 2014, a substantive revision to the contract exhibits (scope of work and technical specifications) was adopted and incorporated. Since then there have been a few minor technical requirements added relating to TLS security protocols and TIFF images formats. The core agreement and related exhibits are overdue for a major update, which we are proposing to make in this cycle. Service providers were informed of this plan in the most recent contract amendments. Specifically, we stated the following in the contract amendments approved last year.

Statements of Intent. Prior to the expiration of this agreement, as amended herein, CLRIS expresses the intent to prepare a comprehensive update to this agreement. It is further the intent of CLRIS to provide an updated draft agreement prior to end of calendar year 2018. CLRIS will continue to ensure that all counties and Service Providers are treated on an equal basis as is reflected in the current agreement. Service Providers are invited to provide comments and suggestions for the updated agreements prior to December 1, 2018. Questions should be directed to the CLRIS Project Manager.

CLRIS further expresses the intent to discontinue support for the Local Client Messenger (LCM), and to require that the Recorder's Association File Transfer Module utilize the Web Services WSDL and API published by CLRIS as described in Section B2 of this agreement and the associated Exhibits. The target date for requiring all Service Providers and Counties to implement CLRIS web services is June 30, 2019. This target date is subject to change. All service providers and counties shall prepare for the transition to Web Services as soon as practicable. Many service providers have already completed this transition.

While we were not able to provide a comprehensive draft of an agreement by the end of the calendar year, we did communicate with the service providers about the status. In January we held our quarterly conference call for all local service providers and the following information was provided. This was intended to provide them with a sense of the direction we were planning to take at the staff level.

- Agreements will be between Service Providers and the Electronic Services System (ESS). ESS is controlled by County Records, but the contract itself will no longer be directly with the Iowa County Records Association.
- The described services will primarily be structured around the ESS-ILR web services API. There will continue to be a legacy section addressing the "LCM", which may be included as a rider where applicable. ILR plans to continue movement toward discontinuing support for the LCM in the future.
- ESS will continue to respect the software developments of each Service Provider to integrate with the ESS-ILR web services API as a fully-paid, perpetual, licensed application(s). The annual fees paid under the agreement are for maintaining the application(s), updating them to conform to standards established by ESS, and supporting the functions of ESS as described in the scope of work.
- Language similar to the current agreement pertaining to activities which extend beyond the scope of work and which may be eligible for supplemental compensation will be included.
- We expect to continue to provide compensation on an equal, "per county" basis, and we expect that an inflation clause will continue to be included in some form.

- We expect to include some “auto-renewal” language to avoid having to make amendments every year, but of course the list of Counties (which is now Exhibit D) will need to be updated each year.
- References to the API documentation will be incorporated with the intent that as we proceed into the future, we simply maintain that documentation with some version history to reduce the amount of future contract “Exhibit” updates.

Included with your meeting packet is a current draft of the proposed agreements with the local service providers. Here are some of the key points of interest.

1. Several Definitions have been updated, and some legacy terms are no longer included. But the basic business arrangement is the same – service providers are responsible for integrating the local system with Iowa Land Records, and for exchanging land records information with ILR as required.
2. We are considering the use of a nationally published index to determine annual rate increases in lieu of the standard 3% we have granted each year.
3. In lieu of annual extensions, agreements would be automatically renewed, and we would simply update the information that needed to be changed. Most changes would involve updates to our technical documentation (to be incorporated by reference) or otherwise handled administratively. Of course, amendments could be pursued as needed each year.
4. With the experience we have gained, the exhibits and the documents incorporated by reference are becoming more detailed, and our performance expectations for the service providers and being elevated as well. I would draw your attention to the sections titled “Business Functions and Operations” and “Service Provider System Conversions and Migrations” to get a sense of this progression.
5. This updated agreement is clearly putting all service providers on notice of our intent to require integrations through our web services in lieu of the legacy LCM client.
6. We are more clearly stating that compliance with the ESS Policies and Procedures is required of the service providers as a part of this agreement. When you adopt a policy, they must be expected to comply.

This document is not yet complete. It has been concurrently submitted to our legal counsel for review. Our next step will be to share this draft with all current local service providers and to solicit their comments and suggested edits. The intent would be to bring final agreements back to you for approval at the May meeting.

Thanks very much. We look forward to the discussion.

Maintenance and Support Agreement

[Service Provider Name]

And

Electronic Services System

July 1, 2019

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This Maintenance and Support Agreement dated to be effective as of July 1, 2019, is made by and between [Company Name] (“[Company Short Title]” and “Service Provider”) [Company Address] and the Electronic Services System, 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 (“ESS”).

Section 1. Preamble

WHEREAS, Service Provider provides software, consulting, and support services to which enables County Recorders to provide services to the public including but not limited to electronic indexing and/or recording documents and the archiving of electronic images of such documents; and

WHEREAS, ESS and Service Provider have previously executed and implemented prior agreements for maintenance and support services and/or other software development and technology consulting services; and

WHEREAS, the Service Provider has continuously provided a nonexclusive, perpetual, fully paid-up License for software developed to integrate with systems developed and maintained by ESS in service to County Recorders; and

WHEREAS, Service Provider has provided maintenance and support for the systems established to exchange information with ESS and to facilitate the specified business functions in service to ESS and County Recorders in their client counties pursuant to prior agreements; and

WHEREAS, ESS and Service Provider desire to establish an updated maintenance and support agreement to ensure the ongoing and successful operation of ESS systems including but not limited to the Iowa Land Records system; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained herein, along with other good and valuable consideration, the receipt of which is hereby acknowledged, Service Provider and ESS hereby agree as follows.

Section 2. Definition of Terms

Agreement - this Maintenance and Support Agreement.

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

Complete Recorded Document - A recorded document which includes a document image in an authorized format accompanied by a minimum amount of associated data including at least one party name, a correctly mapped document type, the recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording).

County - any county which is a member of, or participates in, the Electronic Services System, and which participates in the electronic delivery of government services including but not limited to the Iowa Land Records system.

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

Conversion - The process undertaken by a County to convert from one product version or type of Service Provider System to another Service Provider System provided by the same Service Provider, even when the product is delivered by a different division, branch or affiliate of the Service Provider's company.

Data - information which is transmitted to or received by a County, another government entity, the Electronic Services System, any private organization or citizen.

Defect - a flaw in the Deliverables that prevents the exchange of Data or the operation of a business function.

Deficiency - a failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including but not limited to any failure of a Deliverable to conform to or meet an applicable Specification.

Deliverables - the goods and services to be provided by Service Provider to ESS and each County as more specifically set forth in the exhibits attached hereto as Exhibits A, B and C where applicable.

Derivative Works – any modification of a Service Provider system which is required to integrate with an ESS API.

Developments - any HTML pages, database designs, training materials, application documentation, and any portion of application software specifically developed for ESS and each County.

Document Images – Images which are submitted for recording through the ILR E-Submission service in PDF format, which after recording are converted to the format specified by a County and Service Provider System for permanent archiving by the County, or images or recorded which are transferred to ESS and Iowa Land Records for public, registered user access through the Iowa Land Records web site.

Documentation - all technical information, commentary, design documents, code and test materials, training materials and guides, operator's or user's manuals, technical manuals, worksheets, and all other information, documentation and materials related to or used in conjunction with the Deliverables.

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

Electronic Services System API (ESS API) - Any API created, owned and maintained by the Electronic Services System.

Electronic Services System Policies and Procedures – 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.

E-Submission - the act or practice of electronically submitting and receiving documents for recording and archiving by a County.

Fully Indexed Recorded Document - A recorded document which includes a document image in an authorized format accompanied by all of the following data indexed in the Service Provider system: all party names (correctly parsed), a correctly mapped document type, location or legal descriptions (correctly parsed), the recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording, the recording reference number for any associated document archived in the Service Provider System, the Unique Code Value permanently assigned to the document, and the Parcel Identification Number, if present in Recorder's index.

Iowa Land Records (ILR) - The applications and associated web sites and pages created, owned and maintained by the Electronic Services system to provide electronic access to recorded public documents, to facilitate E-Submission and electronic recording and to provide other electronic services.

Service Provider ESS API Developments - all Developments provided by the Service Provider to facilitate the integration with the ESS API and the exchange of Data between a County and Iowa Land Records or other ESS system including but not limited to the software, software deliverables, pre-existing work, Derivative Works and any other applicable resources. Service Provider ESS API Developments are expected to facilitate the objectives of Iowa Land Records including but not limited to quality and timely public access to land record information and Data, and quality and timely processing of electronically submitted documents through the Iowa Land Records E-Submission Service.

Migration – The process undertaken by a County to migrate from one Service Provider and Service Provider System to another Service Provider and Service Provider System.

Party - the Service Provider and ESS individually.

Parties - the Service Provider and ESS collectively.

Portal – The ESS and Iowa Land Records application for receiving

Recorder's Association File Transfer Module - The term previously used to describe Service Provider ESS API Developments, and the software which is subject to the Software License Agreement granted by a Service Provider as described herein.

Service Provider - [Company Name]

Service Provider System - the system of software provided by the Service Provider to a County for purpose of performing various local County functions. A Service Provider System may include but is not limited to a local land records management system.

Service Provider Counties - the Iowa Counties which are clients of the Service Provider. For the purposes of this agreement, a Service Provider County receives local land records management services through the Service Provider System.

Software License Agreement - a Software License Agreement by and between Service Provider and ESS.

Third Party - 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 Service Provider.

Section 3. Scope of Work

3.1 Software License Agreement

Service Provider agrees to provide ESS an exclusive, perpetual, fully paid-up right to use the Service Provider ESS API Developments. Where applicable, this is a continuance of the license agreements established pursuant to prior agreements for Maintenance and Support Services.

All Deliverables and Data provided by the Service Provider in service to ESS, excluding Service Provider ESS API Developments, Pre-Existing Work and Derivative Works, shall be owned by ESS. The ESS API, the Iowa Land Records system, ESS Pre-Existing Work and all other Developments produced by ESS or a third party producing Developments in service to ESS, shall also be owned by ESS.

Service Provider ESS API Developments and Pre-Existing Work including any Service Provider System and Derivate Works on a Service Provider System shall be owned by the Service Provider.

3.2 Scope of Work

Service Provider shall provide to ESS and the Service Provider Counties the maintenance and support services as set forth in the attached Exhibits including Exhibit A - Scope of Work.

3.3 Specifications and Performance Standards

Service Provider shall conform to the Specifications and Performance Standards published by ESS and as described in Exhibit B. Such Specifications and Performance Standards are incorporated herein by this reference as if fully set forth in this Agreement.

Processes for publishing and updating Specification and Performance Standards, procedures for providing Service Providers with advance notice of any Specification and Performance Standards updates, and any required implementation time frames are set forth in Exhibit B – Publication of Specifications and Performance Standards.

3.3 Amendments

The parties agree that this Agreement, including Exhibit A - Scope of Work and Exhibit B Specifications and Performance Standards [Exhibit C where applicable], may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in services, Deliverables, Developments, Service Provider ESS API Developments, and Documentation upon the mutual written consent of the parties.

Section 4. Compensation.

In consideration of Service Provider providing ESS and Service Provider Counties with the Deliverables, Developments, Service Provider ESS API Developments and Documentation as specified in Exhibits A, B and C, subject to all terms and conditions, Service Provider shall be entitled to receive fees as stated herein. It is expressly understood and agreed that in no event will the standard fees or compensation to be paid hereunder exceed the annual sum of \$2768.46 per Service Provider County.

The Service Provider Counties shall be jointly identified by ESS and the Service Provider for each fiscal year beginning July 1. The identification of Service Provider Counties shall be completed as soon as practicable, not later than first business day each June prior to the beginning of a new fiscal year on July 1.

If the Term of the Agreement is extended as provided in Section 5, the annual compensation per Service Provider County shall be adjusted by [an index to be determined - subject to further discussion and review].

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, Developments, Service Provider ESS API Developments, and Documentation to be provided hereunder other than as expressly stated herein.

Section 5. Term

The initial term of this agreement is one year; July 1, 2019 through June 30, 2020. The term of this Agreement shall be automatically extended for subsequent one-year periods unless Service Provider 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.

Section 6. General Provisions

6.1 Third Party Beneficiaries

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

6.2 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. Service Provider 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.

6.3 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.

6.4 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.

6.5 Authorization

Service Provider 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 Service Provider, enforceable in accordance with its terms.

6.6 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.

6.7 Headings or Captions

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

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 Interpretation

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

Section 7. Limitation of Liability and Indemnification

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.

The aggregate liability of Service Provider for any claim, breach, or alleged breach arising under this Agreement shall be limited to the total amounts to be paid by ESS to Service Provider under this Agreement.

This Section 7.1 shall survive termination of this Agreement.

7.2 Indemnification

Subject to Section 7.1, each Party and its successors and permitted assigns (the “Indemnifying Party”) shall defend, protect, indemnify and hold harmless the other Party and its employees, officers, shareholders, members, board members, agents, representatives, and officials (the “Indemnitee”) from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses including, without limitation, the reasonable costs, expenses and attorney fees of counsel retained by any Indemnitee directly or indirectly related to, resulting from or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising from the following:

1. Any violation or breach of any term or condition of this Agreement by the Indemnifying Party, including, without limitation, the furnishing or making of any statement, representation, warranty or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete; or
2. Any act or omission by the Indemnifying Party, including, without limitation, any negligent acts or omissions, intentional or willful misconduct, or unlawful acts in connection with the services provided hereunder; or
3. The performance or attempted performance of this Agreement by the Indemnifying Party; or
4. Failure by the Indemnifying Party to comply with all applicable local, state, federal and international laws, rules, ordinances and regulations; or
5. Any failure by the Indemnifying Party to make all reports, payments and withholdings required by Federal and state law with respect to social security, worker's compensation, employee income and other taxes, fees or costs required to conduct business in the State of Iowa; or

6. Any alleged or actual infringement, misappropriation or violation by the Indemnifying Party of any patents, trademarks, trade dress, trade secrets, copyrights or other intellectual property rights of any Third Party.

The Parties' duties as set forth in this Section 7.2 shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by any Indemnitee.

Indemnitee will reasonably cooperate with the Indemnifying Party to facilitate the defense of any action defended by the Indemnifying Party arising out of this Agreement.

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: _____
Phil Dunshee
Project Manager
Electronic Services System
8711 Windsor Parkway, Suite 2
Johnston, IA 50131

By: _____
[Service Provider Name, Business, Address]

Exhibit A: Scope of Work

Overview

The Electronic Services System (ESS) and systems governed and administered by ESS such as the Iowa Land Records web site and applications, is governed and managed under an intergovernmental 28E agreement established by Iowa counties. An ESS Coordinating Committee and the Executive Board of the Iowa County Records Association have the authority under Iowa law and the ESS 28E agreement to establish standards, policies and requirements for the delivery of electronic services, and all member counties are required under the 28E agreement to comply with all policies established by ESS. The scope of these policies includes but is not limited to the following.

1. The format, attributes and organization of data and images of recorded documents in ESS and member systems
2. Business rules and requirements for the management and maintenance of data and images of recorded documents in ESS and member systems
3. Specifications and procedures for the transfer of data and images from local county systems to the Electronic Services system including Iowa Land Records
4. Specifications and procedures for the exchange of information and business processes associated with the electronic filing and recording of documents through ESS including the Iowa Land Records E-Submission service

Official policies relating to these subjects are published in the Electronic Services System Policies and Procedures, and all ESS policies relating to the operations of a County, Iowa Land Records, a Service provider or Service Provider System are incorporated herein by reference.

Business Functions and Operations

ESS has established and published the Electronic Services System API (ESS API) which provides for the form and method of exchanging information between ESS and any Service Provider System. The specifications for the ESS API are further described in Exhibit B.

Business and government functions performed through the ESS API by a Service Provider and Service Provider System in service to a County include the following.

- A. The transfer of correctly formatted data and images associated with recently recorded documents to ESS and Iowa Land Records Portal application. Counties are required to transfer a Complete Recorded Document to ESS and Iowa Land Records not later than three business days after the time of recording. Service

Provider shall provide a mechanism for automatically transferring records which fulfill the definition of a Complete Recorded Document to ESS and Iowa Land Records. Such transfers, subject to the approval of a County Recorder, shall be set to occur no less frequently than each business day.

- B. The transfer of data associated with a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. Counties are required to transfer all recorded document information which is archived in an electronic format. The data associated with a Fully Indexed Recorded Document shall be correctly mapped to the published and parsed XML data elements (with correct attributes), and shall be transferred to ESS and Iowa Land Records no less frequently than each business day.
- C. The transfer of data updates for a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. Data updates include but are not limited to the correction of typographical errors in party names, location or legal descriptions or other information, the addition of new information such as an associated document reference or redaction annotations. New, updated, or corrected data associated with a Fully Indexed Recorded Document shall be transferred to ESS and Iowa Land Records not later than one business day after the data is archived in County and the Service Provider System.
- D. The transfer of corrected replacement images associated with a Completed Recorded Document or a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. The transfer or replacement of an image requires the advance approval of personnel designated by ESS and Iowa Land Records. A County is required to maintain a permanent, unaltered archive of a recorded, and may replace an image only in defined and authorized conditions.
- E. The retrieval of document images, or the annotation information or metadata associated with images which have been redacted to remove personally identifiable information from the ESS and Iowa Land Records Portal application. The ESS API provides a method which may be called by a Service Provider and Service Provider System to retrieve redacted documents and redaction information for use by the County and Service Provider System.
- F. The retrieval of information about electronically submitted documents which have been approved by a County Recorder for recording from the ESS and Iowa Land Records E-Submission Service, and the provision of an interface through the Service Provider System to assign a recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording).
- G. The return of the assigned recording number used by a County (instrument number and/or the book and page numbers), and the date and time of recording to ESS and the Iowa Land Records E-Submission Service through the ESS API. The information is used by ESS and Iowa Land Records to place a recording stamp on the document image.

- H. The retrieval of the stamped document image for archiving in the County and Service Provider System from the ESS and Iowa Land Records E-Submission service.
- I. The monitoring of response messages from the ESS and Iowa Land Records portal and the ESS and Iowa Land Records E-Submission Service
- J. Corrective action with respect to any errors or issues which are identified in the response messages

The specifications for these operations are further described in the ESS API documentation and Exhibit B.

Service Provider ESS API Developments

Each Service Provider is responsible for developing and maintaining the necessary software and systems to facilitate the exchange of information between the County and Service Provider System and ESS and Iowa Land Records system using the ESS API and the associated specifications and requirements published by ESS. Such software exists and is operational as the Term of this Agreement begins based on work performed in prior years. These Service Provider ESS API Developments by the Service Provider must be maintained to ensure that the exchange of information and the business described herein are performed successfully and timely. Therefore, an important element of this Maintenance and Support Agreement requires the Service Provider to maintain the Service Provider ESS API Developments as they exist at the inception of this Agreement. As modifications are made by the Service Provider to the Service Provider System for any reason, Derivative Works may be required by the Service Provider to ensure that the exchange of information through the ESS API does not fail and continues without error or interruption.

As a part of the Maintenance and Support responsibilities, the Service Provider should establish, maintain and monitor log files for the Service Provider ESS API Developments which may be used to diagnose and resolve any issues. The Service Provider should also establish methods and processes for monitoring response and error messages returned to the Service Provider System through the ESS API.

The Scope of Work includes activities which may involve troubleshooting and corrective steps with respect to Service Provider System when the exchange of information does not work as required or expected. Errors and failures may either be reported through ESS API messages or by ESS or Iowa Land Records Personnel. The ESS and ILR team members will work collaboratively with Service Providers to identify and resolve any issues which affect the operations of ESS and Iowa Land Records. However, it is the Service Provider's responsibility to make any necessary changes, corrections or updates to Service Provider ESS API Developments and its integration with the ESS API.

ESS and Iowa Land Records Updates

ESS and Iowa Land Records is committed to remaining current with generally accepted industry standards for land records, real estate information, electronic recording and related systems including notary services. Standards will be continuously developed, adopted and published by the Electronic Services System - based on standards adopted and published by the Property Records Industry Association (PRIA), the Mortgage Industry Standards Maintenance Organization (MISMO), other recognized standards setting organizations, and by ESS governing boards and committees.

ESS and Iowa Land Records is also committed to the implementation of appropriate industry security systems and protocols, and the security requirements of partner organizations including but not limited to the State of Iowa and federal agencies such as the Internal Revenue Service.

ESS and Iowa Land Records will also continuously seek to improve its applications and software including the ESS API.

From time to time issues may arise which are of mutual interest to ESS and the Service Provider. The resolution of such issues may require an update to the ESS API or XML. Subject to the mutual agreement of ESS and the Service Provider, a change or update may be developed and implemented.

As a part of the Maintenance and Support responsibilities, when ESS makes a change or update, it is required that the Service Provider will make any necessary and corresponding updates to the Service Provider System, any Derivative Works, and Service Provider ESS API Developments. Such changes are to be included in the Scope of Work under the Terms of this Agreement.

ESS Update Processes

ESS will provide Service Provider notice of any planned changes or updates to the ESS API, or to the XML schema or dtd (XML). Such notice will be provided not less than 90 days prior to implementation. Service Providers will generally be provided with information about planned changes as a part of ESS and ILR quarterly updates and meetings.

ESS will work in collaboration with Service Provider concerning the scheduling of any release to facilitate the coordination of the installation with other work being performed by the Service Provider. ESS will answer service provider questions and accept reasonable requests for changes in the time frame for testing and implementation. ESS will also consider a reasonable request from a Service Provider for modifications to an update, provided that the changes that can be implemented by ESS and any other Service Providers.

Prior to the release of any update or change to the ESS API or XML, ESS will install the update or change in a staging environment for the purposes of testing. Each Service Provider will be provided with appropriate credentials to access the staging environment, and ESS strongly encourages Service Provider to test any update during the notice period, and to communicate any concerns or issues to ESS personnel.

The Service Provider should provide ESS administrators with notification in writing (email is acceptable) when any testing is complete and when they are ready to proceed with implementation. At the conclusion of any published notice or testing period, if Service Provider has not expressed any concerns or issues, ESS will assume that Service Provider has accepted the update and is prepared to move forward with the implementation of the change or update.

Changes or updates which require synchronous installation shall be installed in a Service Provider County within five business days.

Changes or updates which do NOT require synchronous installation shall be installed in a Service Provider County within thirty business days.

ESS reserves the right to deviate from Update Processes describe herein, and to require a change or update in the event that such an update is needed to address an unplanned and serious system failure or error.

Significant ESS Updates

If a planned change or update meets either of the following conditions, Service Provider may request supplemental compensation for such work subject to the mutual agreement of the Parties.

- a. a change or update planned by ESS will require significant and substantive development work far beyond what might be considered an incremental update or correction to a Service Provider System, any Derivative Works, and Service Provider ESS API Developments, and
- b. a planned change or update is not related to an ESS Business Function or Operation, the fulfillment of a new or updated standard, or current security standards as described herein

County Recorder Support

In addition to ensuring the operation of Service Provider ESS API Developments and the integration of the Service Provider System with ESS through the ESS API, the Service Provider shall serve as the primary point of contact and support for issues relating to the

operation of the Service Provider ESS API Developments and the successful implementation of the Business Functions and Operations described herein. The key functions which may require support and maintenance services to County Recorders are summarized as follows.

- The transfer of current and historical Fully Indexed Recorded Documents to ESS including any updates or corrections
- The transfer of document information updates to ESS
- The retrieval of redaction document information
- The retrieval of documents through the ESS E-Submission Service and associated functions including recording, indexing and archiving the documents received.
- Correcting errors and addressing issues related to Service Provider ESS API Developments with respect to communication and integration with the ESS API

Service Provider shall provide County Recorders and ESS with a technical customer support contact which should include a support e-mail address and telephone number, and a customer support web site if available. Service provider shall also provide contact information for other roles including the following: general customer support, business and contract matters, billing, project management or system conversion managers.

Service Provider shall notify ESS administrators of all system issues or errors which may affect and require ESS investigation or action by submitting a report via email to support@clris.com. If the issue or error requires immediate attention, Service provider shall also notify a customer support contact at telephone number specified by ESS.

Service Provider and ESS each agree to use 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, the County and Service Provider, or downtimes arising from any disruption in Internet (ISP) services, or from causes beyond the control of the parties. Service Provider and ESS will each make every effort to schedule system downtime outside of County Operating Hours. However, in the event that either Party is required to schedule downtime during County Operating Hours, the Party scheduling the downtime will collaborate with the Counties and with the other Parties to notify administrators, users and system technicians for work planning purposes.

The Parties agree to use commercially reasonable efforts to immediately identify and work to resolve disruptions to the Business Functions and Operations and disruptions to information exchanges through the ESS API.

The Parties agree to use commercially reasonable efforts to respond immediately to technical support incidents initiated by the other Party or by a County. The Parties

further agree to use commercially reasonable efforts to address any interruption to service.

Service Provider shall, in collaboration with ESS and County Recorders, seek to ensure the success of the ESS system.

In the event that the Service Provider is unable to resolve any issue affecting Business Functions and Operations, Service Provider shall immediately contact ESS at the specified telephone number or email address. The Service Provider shall provide a both a concise summary and a detailed description of the problem. All applicable log files and related ESS API request/response files shall be timely provided to ESS.

If after this the issue is not resolved, ESS shall contact Service Provider at a specified telephone number or email address. ESS shall provide to the best of their ability a concise summary and a detailed description of the problem. All applicable log files and related ESS API request/response files will be timely provided to the Service Provider.

E-Recording Fees

It is the responsibility of the Service Provider to ensure that the correct recording fees and related information for an ILR E-Submitted document are inserted into the Service Provider System including any cashiering functions.

County Recorder Support Exclusions

This Agreement does not apply to maintenance or support for the operation Service Provider System, e.g. local land record management system. Maintenance and support for the basic operation of Service Provider System shall be the responsibility of the Service Provider under the direction of an individual County or County Recorder.

This Agreement does not apply to any training provided to a County, County Recorder or their employees with respect to the interface between the Service Provider System, Derivative Works, or Service Provider ESS API Developments and the ESS systems. Training shall be the responsibility of the responsibility of the Service Provider under the direction of an individual County or County Recorder.

This Agreement does not apply to activities relating to the parsing of names or legal (location) descriptions. Such activities shall be the responsibility of an individual County or County Recorder.

This Agreement does not apply to activities relating to the electronic indexing or image conversion of historical records. Such activities shall be the responsibility of an individual County or County Recorder.

Upon the request of a County Recorder, the Service Provider shall generally advise and assist with efforts to ensure access to sufficient bandwidth to transmit and receive Data and Images through the ESS API. However, each County will be responsible for acquiring any necessary hardware, software or Internet services or technical assistance services required to support communications between the County, Service Provider System and ESS systems.

Reports

Service Provider shall provide a daily report to each Service Provider County, and ESS and Iowa Land Records concerning the transfer of data and images to the ESS and Iowa Land Records Portal during the previous business day. The reports shall include the following information.

- Summary information about the number of Complete Recorded Documents and Fully Indexed Recorded Documents successfully transferred to ESS and Iowa Land Records during the previous business day.
- A table showing the document reference number and/or Book and Page associated with each document successfully transferred to ESS and Iowa Land Records during the previous business day
- A table showing the document reference number and/or Book and Page associated with each document for which the transfer to ESS and Iowa Land Records failed during the previous business day, along with the error message returned by ESS and Iowa Land Records to the Service Provider system.
- If no records were transferred by a Service Provider County during the previous business day, the report shall include the following message: “Alert – No records were transferred to ESS and Iowa Land Records during the previous business day. Please contact [service provider contact information] for assistance.

Service Provider shall provide a quarterly report via email (support@clris.com) which summarizes notable activities, issues which have required an unusual level of the support services during the previous period, and a summary of any request for assistance communicated to the ESS development team. The quarterly report shall also summarize errors and issues identified through ESS API response messages during the previous period, and the resolution of those errors and issues.

Service Provider shall annually provide a report regarding each Service Provider County. The report shall include the following information.

- The name of the County
- The IP addressed used by the Service Provider to exchange County information with ESS and Iowa Land Records

- The Product Name of the Service Provider System, and any version number if applicable
- If the Service Provider System is hosted, the general location of the hosted system, or the hosting service, if applicable
- The names, addresses, e-mail addresses and phone numbers of appropriate personnel (or support systems) for business issues, billing, customer support and technical support.

Other reports shall be provided upon request.

Periodic Service Provider Meetings/Conference Calls

Service Provider shall to the best of their ability ensure that a representative will participate in ESS Service Provider conference calls. Conference calls will generally be scheduled quarterly or as needed.

When necessary, ESS may convene face-to-face meetings at mutually agreeable locations and times. ESS will reimburse participants for actual travel and lodging expenses. Compensation for professional time dedicated to the meeting may also be provided subject to mutual agreement. The terms of such reimbursement shall be specified by ESS at the time plans for any face-to-face meetings are announced.

ESS Quality Assurance Activities

From time to time ESS and Iowa Land Records will conduct a review of the data and images for an individual County to ensure the accuracy and completeness of the information transferred to ESS and Iowa Land Records. The Service Provider may be asked to assist with related activities as needed, such as the provision of simple reports which may be used for comparison. The extent and timing of such activities shall be subject to the mutual agreement of the Service Provider and ESS and Iowa Land Records.

Service Provider System Conversions and Migrations

While Service Providers and Service Provider Systems must conform to the requirements of the ESS Policies and Procedures and the Terms and Conditions of this Agreement, it is the responsibility of the County to select the company or organization to serve as the land record management system vendor or Service Provider for the County. From time to time a County may choose to work with their Service Provider to implement a conversion from one product or version of a product to another, or a County may choose to implement a migration from one Service Provider System to another offered by a different Service Provider.

In circumstances involving either a Conversion or a Migration, it is required that the Service Provider work in collaboration with ESS and other parties, including other Service Providers which provide land record management Service Provider Systems, to ensure that the Conversion or Migration is successful. Further, the Service Provider is required to communicate with ESS and to engage in any necessary development and testing to ensure that the Service Provider ESS API Developments conform to all ESS and Iowa Land Records Requirements and to validate that Service Provider System is correctly configured to successfully exchange information with ESS and Iowa Land Records. Activities required of the Service Provider to fulfill these requirements shall include the following.

1. When a County and a Service Provider reach a preliminary agreement or intent to convert from one product or product version to another product or product version, it is the responsibility of the Service Provider to notify ESS of the planned Conversion. Service Provider shall immediately advise ESS of the planned time frame for implementing the Conversion.
2. When a County and a Service Provider reach a preliminary agreement or intent to migrate from one Service Provider and Service Provider System to a different Service Provider and Service Provider System, it is the responsibility of the Service Provider to notify ESS of the planned Migration. Service Provider shall immediately advise ESS of the planned time frame for implementing the Migration.
3. For either a planned Conversion or a Migration, it is the responsibility of the Service Provider to notify ESS when a final agreement is reached with a County, i.e., when a contract has been signed with the County. Service Provider shall also provide ESS with a proposed time frame for development, testing and implementation of the Conversion or Migration.
4. With respect to testing, Service Provider shall inform ESS and Iowa Land Records when active testing is underway. Using credentials provided to the Service Provider by ESS, the Service Provider shall use the ESS and Iowa Land Records staging environment to test and validate the exchange of information. Assuming that proper advance notice is provided as described in Section 3 herein, ESS personnel will assist with testing and data verification.
5. The Service Provider shall notify ESS if County recording functions are not operational due to any installation, system configuration, training or other activities relating to a Conversion or Migration.
6. The Service Provider shall test the Business Functions and Operations described in Exhibit A. More specifically, Service Provider shall do the following.
 - a. Verify with ESS that they are connected to the correct staging web pages with the correct credentials, and verify that the credentials are being used to access the staging environment from an identified and static IP address.
 - b. Verify that data and images can be transferred to the staging environment without error.

- c. Verify that the County Data, specifically the document types, are mapped correctly to the ESS and Iowa Land Records approved PRIA document types. It is recommended that the Service Provider provide ESS and Iowa Land Records personnel with a complete mapping table for review and approval prior to active testing. All document types must be validated in testing.
- d. Verify that parsed name and legal or location description information is mapped to the correct ESS and Iowa Land Records XML data elements with the correct attributes.
- e. Verify that all other County Data, including but not limited to associated references, parcel identification numbers (if present), and image annotations and redaction annotations (relating to the presence or location of personally identifiable information (PII) in a document), are mapped to the correct ESS and Iowa Land Records XML data elements with the correct attributes.
- f. Verify that certain information is NOT transferred to ESS and Iowa Land Records including vital records and military status information.
- g. Verify the implementation of a Conversion or Migration will retain the existing ESS and Iowa Land Records ILR Unique Code Value for previously recorded documents. Modifying the Unique Code Value for any archived document is prohibited. Changes in the format of Code values for day-forward recorded documents shall be timely communicated to ESS and Iowa Land Records personnel.
- h. Verify that transfer processes to ESS and Iowa Land Records may be set to occur programmatically (without Recorder intervention) daily when a document has a status of Complete Recorded Document. Processes for manually sending data and image updates to ILR shall also be tested and verified. Note, updated or replacement images may not be transferred except with the advanced approval of designated ESS personnel.
- i. Verify that the County and the Service Provider System is able to programmatically check for redacted document information from ESS and Iowa Land Records, and verify the operation of methods for retrieving either redacted images or the coordinates.
- j. Communicate any other unique issues or circumstances with designated ESS and Iowa Land Records personnel. For example, communicate whether the Service Provider System requires a TIF image format a single page or a multipage format.
- k. Verify that the image formats have the correct compression type and conform with other format requirements, i.e., the following image compression formats are prohibited: LZW, Old Style JPEG, JPEG, JBIG, Packbits or other formats which do not conform to the specified Group 3 or Group 4 options
- l. Verify the methods for checking for ILR E-Submission documents with a status of "Ready For Download".

- m. Verify the methods (and timing) of downloading data and images for e-filed documents.
 - n. Verify the methods for assigning recording reference numbers to downloaded e-filed documents and returning the required information to ILR.
 - o. Verify the methods for retrieving stamped document images from ILR E-Submission are verified, as is the method for archiving the document in a County.
 - p. Verify that a documented downloaded and archived from the ILR E-Submission service will be then transferred to the ILR Portal when the document achieves a status of Complete Recorded Document or Fully Indexed Recorded Document.
7. Upon the completion of testing and verification, ESS and Iowa Land Records will timely provide the Service Provider with a written notice of acceptance.

Exhibit B: Specifications and Performance Standards

ESS requires that all Service Providers to integrate with ESS and the Iowa Land Records system through the ESS API (web services). The Service Provider System and any Derivative works must communicate with ESS through the ESS API. The ESS API provides a means for presenting raw functions to interact with data and processes at ESS and Iowa Land Records. Unlike the legacy client model (known as the LCM), the ESS API does not manage the scheduling and timing of web service calls; calling the web service methods in the correct order; logging; data validation; error handling and reporting; and the marshalling and unmarshalling of XML. These functions must be performed by the Service Provider ESS API Developments created by the Service Provider.

In summary, the Service Provider ESS API Developments created and maintained by the Service Provider must manage and coordinate the following functions.

- The scheduling and timing of web service method calls
- The sequence of web service methods to ensure that processes are executed in the correct order
- Logging
- Data Validation
- Error handling and reporting
- Marshalling and Unmarshalling of XML

ESS will provide Service Provider with the necessary credentials and settings to access the ESS API and make any necessary web service calls.

ESS API Web Service Specifications

The WSDL and API documents are intended to be living documents that will be updated periodically by ESS and Iowa Land Records technical staff in order to relay current requirements to consumers of ILR Web Services. Notice of changes to these documents will be provided to Service Providers as changes are made, subject to the ESS Update Processes described in Appendix A. The WSDL for the ILR E-Submission service and ILR Portal service can be found at the following locations:

ILR E-Submission:

<https://iowalandrecords.org/esubmission/services/ESubmissionClientService?wsdl>

Additional requirements for the ILR E-Submission service can be found in the E-Submission Client API documentation [updated supplemental documentation will be posted at a location to be determined].

ILR Portal:

<https://iowalandrecords.org/xmlservice/services/PortalClientService?wsdl>

Additional requirements for the ILR Portal service can be found in the Portal Client API document (posted?).

Service Provider ESS API Developments – Processes

Service Provider ESS API Developments for exchanging information with the ESS API should be configured to run whenever the Service Provider System is operating, and if the Service Provider System is restarted for any reason, Service Provider ESS API Developments should also be configured to restart. Business Functions and Operations described in Exhibit A and which are to be fulfilled by processes incorporated within Service Provider ESS API Developments include the following.

Further details on each of the individual processes described herein can also be found in the (file name) file in the (file location to be determined).

ESS and Iowa Land Records Portal and E-Submission Processes

- The transfer of information relating to recorded documents in electronic format to the ESS and Iowa Land Records portal using the specified ESS API and XML. This process will track the UniqueCountyRequestID for each message and automatically schedule the corresponding status process until all submitted messages have received a final disposition status.
- The notification to the County Recorder that an electronically submitted document is ready for review in the ESS and Iowa Land Records E-Submission service. This process returns a status message indicating whether groups exist in the 'Ready for Recorder' state.
- The downloading of 'Recorder Approved' submissions from the ESS and Iowa Land Records E-Submission service. This process also downloads re-stamped documents.
- The process of sending newly assigned indexing information to the ILR E-Submission server in order to affix a recording stamp to the first page.
- The downloading of 'Stamped' submissions from the ESS and Iowa Land Records E-Submission service. This process downloads the image of recorded and stamped documents.

Note: For messaging in the ILR E-Submission service, the sequence of a download shall be based on the sequence id in the submission.

E-Submission Stamp Correction Process

In certain circumstances it is possible that an electronically recorded document may be stamped incorrectly. Recorders may correct this error with a new stamped image created by providing the corrected stamp data points through the ESS and Iowa Land Records E-Submission user interface. This error correction process is only available after

a group has been previously and successfully recorded. A corrected document image is made available to the original submitter, and it is made available to the County and the Service Provider System for download through the ESS API.

The Service Provider System may either programmatically monitor the ESS API for images with corrected recording stamps, or manually call the ESS API, and retrieve and archive the corrected image in the County and Service Provider System. The format of the available image will be the TIFF version as specified by the County and the Service Provider.

Scheduling Available Processes

The Service Provider is responsible for the timely processing of all messaging transactions. In order to facilitate the timely processing of related messaging, Service Provider ESS API Developments shall include methods for programmatically scheduling all messaging processes.

Web Service Call Limitations

Web services calls to the ESS API may be subject to limitations in order to prevent abuse from excessive or unnecessary demands on resources for the ESS API or for Service Provider ESS API Developments. Web service calls are counted per endpoint key and IP address. When using the default endpoint url, the limits are 45/minute and 5000/day [this is subject to further review]. When the limit is exceeded, the API will return an error.

Logging

As a part of the Maintenance and Support responsibilities, the Service Provider shall establish, maintain and monitor log files for the Service Provider ESS API Developments which may be used to diagnose and resolve any issues. All messaging between Service Provider System and Service Provider ESS API Developments and ESS applications through the ESS API shall be logged. All log files shall be maintained for a period of not less than thirty (30) calendar days. In the event that a processing error or failure occurs, Service Provider review the logs to identify to the source of the error or failure and to determine a resolution to the issue. When collaboration with ESS is necessary to resolve an issue, Service Provider shall provide to ESS a copy of the relevant event log via e-mail or FTP.

Data Validation

ESS and Iowa Land Records have established various policies and standards relating the organization and formatting of data (see ESS Policies and Procedures). These policies govern a number of topics including but not limited to the indexing of grantor/grantee names, the parsing of name information, the parsing of legal or location description

information, and the mapping of certain information maintained by a County through a Service Provider System to the format specified by ESS such as document types.

As a part of the Maintenance and Support responsibilities, the Service Provider shall validate that the data exchanged with ESS and the Iowa Land Records system as well as the XML container for the data conform to these policies. At a minimum, any data, including embedded data such as document images, shall conform this requirement. The Service Provider is also encouraged to work with client Counties to ensure that the data maintained in the Service Provider System also conform with these policies.

Monitoring ESS API response messages

The Service Provider is responsible for monitoring all response messages returned from the ESS API. In addition to the normal messages associated with the execution and completion of the Business Functions and Operations described herein, the Service Provider shall actively monitor all error and failure messages. The receipt of an error or failure message shall trigger an alert to a Service Provider technical account or user so that remediation and mitigation steps can be timely implemented. Whenever necessary, the Service Provider shall make necessary changes and updates to Service Provider ESS API Developments in order prevent the reoccurrence of any error or failure. If issues are identified which indicate that the source of an error or failure is the ESS API, the Service Provider shall immediately submit a support request to support@clris.com or by calling (insert 800 number here).

Generally, the Service Providers should use existing tools and processes to monitor information transfers and to diagnose the reason for failed uploads. Monitoring should be timely, and extended periods of failed information transfers should not occur. Status checks are being run shortly after the upload process occurs (within minutes). Similarly, after a fix is implemented, service providers should be able to confirm resolution through the API by invoking the archiveStatus function to verify it returns a Posted status.

Here is an example. The current ESS API provides an “archiveStatus” function that returns the status of an upload provided it reached the ILR web service interface – either Received, Posted, or Failed. If Failed is returned, additional messages are returned within the SOAP response similar to the following:

```
cvc-datatype-valid.1.2.2: '19930629::24:00 PM:00:000' is not a valid value of list type 'formattedDate'.  
cvc-attribute.3: The value '19930629::24:00 PM:00:000' of attribute '_RecordingDate' on element 'PRIA_DOCUMENT' is not valid with respect to its type, 'formattedDate'.
```

For more information about web service functions, see “Portal and E-Submission Web Service Timing” in the Other Specifications and Technical Requirements section.

Operation of Service Provider ESS API Developments

Service Provider ESS API Developments for exchanging information with the ESS API should be configured to run whenever the Service Provider System is operating, and if the Service Provider System is restarted for any reason, Service Provider ESS API Developments should also be configured to restart.

XML

All Messaging between a County, Service Provider System and Service Provider ESS API Developments, and the ESS Iowa Land Records applications must be valid XML documents according to published DTD or Schema specifications. It is required that Service Provider ESS API Developments be capable of processing all valid XML files associated with Service Provider responsibilities in a County (processing and archiving data and/or images).

The current specification for XML messages and the contained PRIA_DOCUMENT content (including embedded files) can be accessed via the following DTD's:

PRIA Document

http://iowalandrecords.org/portal/dtd/ESS_PRIA_DOCUMENT.dtd

PRIA Request

http://iowalandrecords.org/portal/dtd/ESS_PRIA_Request.dtd

PRIA Response

http://iowalandrecords.org/portal/dtd/ESS_PRIA_Response.dtd

Programming Language

Service providers may use a programming language of their choice to handle the integration. However, the choice of technology should take into consideration the stability and durability of the language. For purposes of managing ongoing maintenance and support functions, solutions utilizing languages not in the mainstream should be avoided. Current implementations utilize .Net, Java, and Powerbuilder [service providers should advise of other current programming tools in use]. ESS is not responsible for providing service providers sample integration code, but may do so as a courtesy to the Service Provider.

Testing

As noted in Exhibit A, ESS provides a staging environment for the Service Provider for developing and testing their integration code. ILR encourages use of this functionality and will provide a reasonable amount of test data for the service provider to use. Service Providers shall communicate with ESS personnel about testing activities

including the time of testing, the functions being tested, the sample county credentials being used for testing (if applicable), and the public IP address of the devices being used in the testing process. Service providers who are known to be actively testing will be notified of any staging environment down time.

The locations of the ESS and Iowa Land Records staging services are:

ESS and Iowa Land Records E-Submission WSDL:

<https://staging.iowalandrecords.org/esubmission/services/ESubmissionClientService?wsdl>

ESS and Iowa Land Records E-Submission service:

<https://staging.iowalandrecords.org/esubmission/services/ESubmissionClientService>

ESS and Iowa Land Records E-Submission site:

<https://staging.iowalandrecords.org/esubmission/>

ESS and Iowa Land Records Portal WSDL:

<https://staging.iowalandrecords.org/xmlservice/services/PortalClientService?wsdl>

ESS and Iowa Land Records Portal service:

<https://staging.iowalandrecords.org/xmlservice/services/PortalClientService>

ESS and Iowa Land Records Portal site:

<https://staging.iowalandrecords.org/portal>

Before moving to production, Service Providers will be given a list of processes to test and will be required to demonstrate that their client systems function as specified by the ILR API documents. If the validation process is not successful, development work will continue until the requirements are met. If this validation process is successful, arrangements will be made between ILR staff and the Service Provider to promote the integration code to production. [there may be further elaboration on this topic]

Other Specifications and Technical Requirements

There are a number of other specifications and technical requirements, in addition to the specifications and requirements relating to the exchange of information between a County, a Service Provider System, Service Provider ESS API Developments and ESS applications through the ESS API. These other specifications and requirements are described below.

_Code Values

A Unique Code Value is a reference value assigned to a document by a County, County Recorder or Service Provider which uniquely identifies each document within a County and which associates indexed document information with an archived image of the document or instrument. Every document archived by a County in a Service Provider system, whether locally or in a hosted environment, must have a permanently assigned unique code value. The purpose of this code value is to assure that every document can be uniquely identified and distinguished from all other documents in a county regardless of year.

For counties that elect to use services from different indexing and imaging providers, the Service Providers shall jointly be responsible for accurate and consistent assignment of <PRIA_DOCUMENT Code=""...> Values. The "Code" value is used to link index and image information on the ESS Portal. Without matching "Code" values for a given County's unique document, the image information will not be displayed.

ESS Policies and Procedures require that unique code value for each document be permanently assigned and remain unchanged even if there is a change in Service Provider. See Section 3.7(9) of the ESS Policies and Procedures. "In the event that a County changes the indexing or imaging service, as applicable, the County and the new service provider shall retain any previously assigned Unique Code Value for each document and any Unique Code Value for associated documents."

While not a requirement, ESS encourages Counties and Service Providers to use the following unique code value convention for documents which are recorded in the future: a character string with the following elements: county number, year of recording, and the document reference number assigned to each document in the County and Service Provider System.

Portal and E-Submission Web Service Timing

In order to ensure the availability of ESS system resources for County Recorders, Service Providers and registered users, the following timing requirements apply to the frequency of calls Portal and E-Submission web service communications.

E-Submission Web Service

Typical business hours for County Recorders fall within the range of 6:00 AM CST to 6:00 PM CST. Web service calls to the ESS and Iowa Land Records E-Submission service should, in most circumstances, occur within this time frame. E-Submission documents should not be processed outside of those hours.

Calls to the ESS and Iowa Land Records E-Submission service shall conform to the following frequency guidelines:

findReadyForRecorder - Maximum frequency of calls: once every two minutes.

findReadyForDownload - Maximum frequency of calls: once every two minutes.

downloadDoc - Maximum frequency of calls: as needed based on the results of findReadyForDownload.

submitStampInfo - Maximum frequency of calls: as needed based on the number of E-submission documents that have been downloaded via downloadDoc

Portal Web Service

Frequency requirements for web service calls to the ESS and Iowa Land Records Portal are applicable 24/7/365. Calls to the ESS and Iowa Land Records Portal shall conform to the following frequency guidelines:

archive - Maximum frequency of calls: as often as deemed necessary by the county to archive documents; Minimum frequency of calls: once per business day to archive documents. Newly archived documents are transferred for redaction services each night. It is recommended that all recently recorded documents be archived to the ESS and Iowa Land Records portal no later than 11:00 PM each week night to ensure timely redaction processing.

archiveStatus - Maximum frequency of calls: as needed based on the number of archives processed, and prior status checks [there may be further elaboration on this topic]

sendAudit - Maximum frequency of calls: as needed based on the county policy to transmit document audits. [there may be further elaboration on this topic]

auditStatus - Maximum frequency of calls: as needed based on the number of audit records processed, and prior status checks.

findRedactionReady - Maximum frequency of calls: once per hour.

downloadDoc - Maximum frequency of calls: as needed based on the results of findRedactionReady.

auditDocument - Maximum frequency of calls: at the Service Providers discretion. However ESS and Iowa Land Records reserves the right to require Service Provider to alter the request schedule if it is determined that frequency is impacting system performance or if repeated excessive auditing occurs. For example, there is no need to audit the entire county inventory of documents every day or even every week.

PDF and Imaging

ESS and Iowa Land Records has established the Adobe PDF format as the standard for document imaging.

ESS and Iowa Land Records Portal

The images submitted for inclusion in the ESS and Iowa Land Records database are to be converted to valid PDF format by the Service Provider. The Service Provider shall also ensure that the PDF images provided to the ESS system are properly oriented for reading, and shall assist County Recorders with efforts to properly orient document images when they are initially scanned and archived in the Service Provider System.

PDF images shall be "flat file" images without layers and with a single image for each page of a document.

All embedded files transferred to the ESS and Iowa Land Records Portal must be B64 or UU encoded.

Document images provided to the ESS and Iowa Land Records system shall include annotations whenever possible. All notes/annotations that are currently in the Service Provider System in service to a County shall be added to the PDF files that are sent to the ESS repository. All notes shall be added to the PDF file as the "Pop-up Note" type. This type of note shows up as an Icon and can be opened to see the text. The default for these notes should be:

- a) All notes should be closed by default. This means a user must click or double click on the note icon to see the contents. (or right click on the note to choose "Open Pop-up Note").
- b) The default color should be either green or yellow.
- c) The title for the note should say "Added:" followed by the Date and time that the note was created in the Service Provider System. If that information is not available, then insert "Recorder Note" in the title.
- d) The Popup Note should be adjacent to the note icon. The starting point of the popup note should approximately be the width and height of the Popup Note icon.
- e) The Popup Note Icon should appear at the same location when viewed in the Service Provider System. The top left coordinate of the note icon should match the Service Provider System annotation top left coordinate.
- f) The Popup Note dimensions should be: Width: 180 Height: 200

TIFF Image Format

It is the responsibility of the Service Provider to notify ESS and Iowa Land Records of the specific TIFF format (single or multi-page) applicable to each of the Service Providers Counties, including any variances in TIFF format by date range. Images to Counties and Service Provider Systems will be in TIFF format compatible with local imaging systems.

In the event that a County transitions to a different local Service Provider for land record management services, it is the responsibility of the new Service Provider to notify ESS and Iowa Land Records of any activities affecting the TIFF format for documents which were recorded and archived prior to the conversion to a new system and new Service Provider.

E-Submission Images

The embedded file in all submissions from the ESS and Iowa Land Records E-Submission service will be either in TIFF or PDF format as determined by the Service Provider.

Recording Information for E-Submission Documents

When a document submitted through the ESS and Iowa Land Records E-Submission service is recorded, the Service Provider shall update the following data points in the XML document and return them to the ESS and Iowa Land Records ILR E-Submission service through the ESS API.

Book and Page
Instrument Number
Number
Page Range
Recording Date and Time
Unique Document ID

TLS

Service Provider shall ensure that the integration and communications with ESS and Iowa Land Records systems will conform to TLS 1.2 or above. TLS 1.0 will no longer be permitted. This requirement includes automated messaging between systems.

Recording Date and Time

All recording date information transferred to ESS and Iowa Land Records shall include the following: yyyyMMdd:HH:mm:ss:SSS. This is assuming that the Service Provider Counties have entered the above information in their files. It is the County's responsibility to correctly enter the complete information for transmittal. The Service Provider System shall provide the ability to do so. This requirement applies to all documents recorded on or after July 1, 2013. No updates are required for documents recorded or transferred to ILR prior to July 1, 2013.

LCM Agreement Rider

As described in Exhibit B of the Maintenance and Support Agreement between Service Provider and ESS, ESS requires that all Service Providers integrate with ESS and the Iowa Land Records system through the ESS API (web services). ESS has declared that the Local Client Messenger (Local Client Module or LCM), an application developed by ESS and Iowa Land Records to facilitate the exchange of information between the County and Service Provider System, and ESS and Iowa Land Records, has reached the end of its life cycle and will soon no longer be supported by ESS and Iowa Land Records. All Service Providers will be required to modify the ILR Developments and Service Provider Systems to integrate with ESS through the ESS API.

Notwithstanding this requirement, ESS recognizes that Service Provider has not completed the transition to web services for various reasons. Through this Rider to the Maintenance and Support Agreement, ESS authorizes the Service Provider to continue to fulfill the Business Functions and Operations through ILR Developments with the LCM for the time period specified herein. Wherever and whenever applicable, the business and technical requirements specified in the Maintenance and Support Agreement, including the Scope of Work (Exhibit A) and the Specifications and Performance Standards (Exhibit B) shall apply to the Service Provider, Service Provider System and ILR Developments, and this authorization to temporarily use the LCM shall not be considered a waiver of those requirements.

The purpose of this Rider to the Maintenance and Support Agreement is to specify the business and technical requirements which are uniquely applicable to the LCM and the use of the LCM as the mechanism for exchanging information between the County and Service Provider System, and ESS and Iowa Land Records. The specifications referenced herein have been included in prior Agreements between the Service Provider and ESS and Iowa Land Records, and no substantive changes are planning during the remaining life of the LCM.

Transition Plan and Time

Service Provider agrees to work with ESS to develop a plan for implementing a transition from the LCM to the ESS API as the means for exchanging information between the Service Provider System and Iowa Land Records. The intent of a plan will be to complete a transition not later than July 1, 2020.

Local Client Messenger Specifications

The LCM is designed to facilitate the messaging between local County IT systems and the ILR applications. The LCM is a “pure Java” application that will run on any platform for which there is an available Java Virtual Machine (JVM). ***The system on which LCM is installed must have an installed JVM.*** JVM’s for a number of standard platforms may be downloaded from the following URL:

<http://www.java.com/en/download/manual.jsp>

Service Provider shall install one LCM per client County as applicable. The installation of the LCM shall be configured to be of service to all applicable workstations in the office of the County Recorder. Applicable workstations are those used to facilitate the process of recording, and each of these will be able to perform equivalent functions, regardless of where the LCM is physically installed. Additionally, alternative configurations of various properties provided through the LCM shall be implemented as specified by the County Recorder. Configurable properties include:

- The display of notification messages including but not limited to the following
 - Documents ready for review by the County Recorder in the ESS and ILR E-Submission Services
 - Confirmation messages about the exchange of information between the County and Service Provider System
 - Error message about the exchange of information between the County and Service Provider System, and ESS and Iowa Land Records

Hardware and Run-Time Requirements

It has been determined that hardware requirements alone cannot be used to determine whether the LCM will function consistently. The LCM itself only requires approximately 10-15 MB of drive space and can be run on most machines that can successfully install a JVM.

It is the responsibility of the Service Provider and Service Provider System to ensure that the LCM is installed, correctly configured, and running in order to fulfill the Business Functions and Operations through ILR Developments with the LCM.

LCMClient – Core Processes

The LCMclient (*lcmclient.bat* / *lcmclient.sh*) is the core process of the LCM and is intended to remain running at all times. The LCMClient is capable of performing all related scheduling tasks. The LCMClient process should be configured to run on startup, regardless of whether or not the LCMClient’s internal scheduling capabilities will be used.

The LCMClient.bat can be placed in the C:\Documents and Settings\All Users\Start Menu\Programs\Startup folder to be run at startup on MS Windows machines. Other platforms should add the LCMClient.sh to be configured to run on startup.

LCM – Available Processes

All LCM processes require the LCMClient core process to be running in order to be executed.

LCM processes include:

Portal

(portal.bat | portal.sh)

This process handles the upload of ArchiveRecordedDocument XML messages to the ILR Portal. This process will track the UniqueCountyRequestID for each message and automatically schedule the corresponding *status* process until all submitted messages have received a final disposition status.

Esubmission Recorder Notification

(esub_recorder.bat | esub_recorder.sh)

This process returns a status message indicating whether groups exist in the 'Ready for Recorder' state.

Esubmission Document Download

(esub_download.bat | esub_download.sh)

This process is responsible for downloading 'Recorder Approved' submissions from the ILR E-Submission server. This process also downloads re-stamped documents.

Esubmission Stamp Request (First Page Information)

(esub_stamp.bat | esub_stamp.sh)

This process sends the newly assigned indexing information to the ILR E-Submission server to affix the stamp to the first page.

The details on the individual processes can also be found in the *readme.txt* file in the root of the LCM directory.

Scheduling Available Processes

The Service Provider is responsible for the timely processing of all messaging transactions. In order to facilitate the timely processing of related messaging, the LCMClient is capable of scheduling most of the available processes. The definition of what processes are to be scheduled and the interval or frequency is defined in the jobs.xml file. The Service Provider is responsible for configuring and installing a properly formatted jobs.xml file. The time intervals for the scheduled processes should be set to most effectively fulfill the Business Functions and Operations described in this Agreement.

The following LCM processes can be programmatically scheduled:

- Portal Upload
- Esubmission Recorder Notification

- Esubmission Document Download

The Service Provider may request updates to the *jobs.xml* file from ESS. Requests for County specific *jobs.xml* file configurations should reference the desired combination of the processes described above and the desired time interval for each. A “*jobs.xml*” file with no <job> elements will be treated as empty and will result in no automatic scheduling.

LCM .../Error Directories

In cases where a connection or communication error is programmatically detected during the operation of one of the LCM operations, the applicable or offending XML file will be placed in an Error Directory with a corresponding *.error* file. As a part of ensuring consistent and timely operation of the LCM, it is the responsibility of the Service Provider to actively monitor these */error* directories and resolve the issue, or if a resolution cannot be reached, report the matter to ESS.

Properties Files

Service Provider should rely only upon the actual properties files included with current version of the LCM. The following illustrative information about the configuration of LCM properties is provided for reference.

Portal (client.properties)

HOST=

HOST=staging.iowalandrecords.org

This configuration is for testing use only.

HOST=iowalandrecords.org

This configuration is for production use only.

The host to be inquired for files, or to submit status.

PROTOCOL=

All staging and production installations must use “https”.

PROTOCOL=https:

The protocol to use when communicating with the HOST.

WEB_SERVICE_PATH=

REQUIRED: /portal/services/PortalClientService

This following configuration is REQUIRED:

WEB_SERVICE_PATH=/portal/services/PortalClientService

The path on the host used to communicate with the server.

SERVICE AFFILIATE CREDENTIALS:

The Password is the encrypted password visible on Maintain Service Affiliate Credential Selection.

USER_NAME=

PASSWORD=

The login credentials set on ILR Portal for/by the local Service Provider.

CLIENT DIRECTORY PATHS:

RECOMMENDED:

PORTAL_REQUEST_DIR=./queue/portal/request/
PORTAL_RESPONSE_DIR=./queue/portal/response/
PORTAL_ERROR_DIR=./queue/portal/error/
PORTAL_SUBMITTED_DIR=./queue/portal/submitted/

These properties are the paths to the directories where request, response, error and submitted files are stored. These paths are relative to the directory where the LCM has been installed.

The RECOMMENDED values here should only be changed with explicit permission from ESS Administrators.

DELETE_POSTED_REQUEST_FILES=

Options: (true | false)

DELETE_POSTED_REQUEST_FILES=true

Successfully processed (POSTED) requests are removed from PORTAL_SUBMITTED_DIR

DELETE_POSTED_REQUEST_FILES=false

Successfully processed (POSTED) requests are not removed from
PORTAL_SUBMITTED_DIR

This property determines whether or not a successfully submitted request file is deleted from the PORTAL_SUBMITTED_DIR when a POSTED status is received.

DELETE_FAILED_REQUEST_FILES=

Options: (true | false)

DELETE_FAILED_REQUEST_FILES=true

Unsuccessful (FAILED) requests are removed from PORTLA_SUBMITTED_DIR

DELETE_FAILED_REQUEST_FILES=false

Unsuccessful (FAILED) requests are not removed from PORTLA_SUBMITTED_DIR

This property determines whether or not a request file that failed is deleted from the SUBMITTED_DIR when a FAILED status is received.

PARTY_COUNTY=

Example: COUNTY=Buena Vista

This property is the name of the county. Please use camel case. Include the space for counties with two parts to its name.

MAX_NUM_STATUS_REQUESTS=

RECOMMENDED:

MAX_NUM_STATUS_REQUESTS=500

This property determines max number of status requests that can be sent per message. The RECOMMENDED values should only be changed with explicit permission from ESS Administrators.

MAX_FILE_SIZE=

RECOMMENDED:

MAX_FILE_SIZE=31456780

The maximum file size that can be handled (approximately). The RECOMMENDED values here should only be changed with explicit permission from ESS Administrators.

Esubmission (esubmission.properties)

HOST=

(staging.iowalandrecords.org | iowalandrecords.org)

“staging.iowalandrecords.org” is for testing use only. “iowalandrecords.org” is for production use only.

The host to be inquired for files, or to submit status.

PROTOCOL=

All staging and production installations must use “https”.

The protocol to use when communicating with the HOST.

NOTE: Possible values are 'https:'.

WEB_SERVICE_PATH=

/esubmission/services/ESubmissionClientService

The path on the host used to communicate with the server.

NOTE: Do not change the value of this property without direction from the ESS Administrator.

INQUIRY_PATH=
/esubmission/inquiry/

The path on the host used to inquire about files and submit status.

NOTE: Do not change the value of this property without direction from the ESS Administrator.

SERVICE AFFILIATE CREDENTIAL
USER_NAME=
PASSWORD=

These two properties are the Service Affiliate Credential: UserName and Password. The Password is the encrypted password visible on Maintain Service Affiliate Credential Selection.

OTHER DIRECTORY PATHS

RECORDER_FLAG_DIR=./queue/esubmission/recorder/
DOWNLOAD_DIR=./queue/esubmission/download/
DOWNLOAD_ERR_DIR=./queue/esubmission/download/error/
STAMP_REQUEST_DIR=./queue/esubmission/stampRequest/
STAMP_REQUEST_ERR_DIR=./queue/esubmission/stampRequest/error/
STAMP_REQUEST SUBMITTED_DIR=./queue/esubmission/submitted/
ERROR_DIR=./queue/esubmission/error/
STAMPED_DIR=./queue/esubmission/stamped/
STAMPED_ERR_DIR=./queue/esubmission/stamped/error/
RESPONSE_DIR=./queue/esubmission/response/
REDOWNLOAD_DIR=./queue/esubmission/redownload/
REDOWNLOAD_ERR_DIR=./queue/esubmission/redownload/error/

These properties are the paths to the directories where request, response, error, submitted and downloaded files are stored. These paths are relative to the directory where the LCM has been installed.

`DOWNLOAD_IMAGES=false`

This property determines whether or not the PDF or Tiff Images are included in the download of the pre-stamped PRIA document.

`DOWNLOAD_DOC_IMAGE_TYPE=`

This property determines the type of image that is downloaded in the initial unstamped document download. The image(s) will only be downloaded if `DOWNLOAD_IMAGES` is true. Valid choices include PDF and TIFF.

`DOWNLOAD_STAMPED_DOC_IMAGE_TYPE=`

This property determines the type of image that is downloaded in the stamped document download. Valid choices include PDF, TIFF and BOTH.

`COUNTY=`

This property is the name of the County. This will control which county's information is downloaded.

`TIMEOUT=600000`

The maximum time the client will wait for the server to respond (milliseconds).

`MAX_NUM_STAMPED_DOC_REQUESTS=`

This property determines max number of stamped doc records that can be read into memory at one time.

Electronic Services System

8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131

February 7, 2019

To: ESS Coordinating Committee
From: Phil Dunshee, Project Manager
Re: ESS Point of Sale – Affiliate Participation

In calendar year 2018 the Electronic Services System conducted a competitive procurement process to select a new service provider and Point Of Sale (POS) system for County Recorder offices throughout Iowa. The Service Provider selected was Bank Card USA. Participating counties completed the transition to the new POS system in December, 2018, and January 2019. The POS system is now fully operational, and transactions are being managed through the Bank of America account. Funds associated with county transactions are deposited in the Bank of America account and then distributed to each participating county (location).

A surcharge is being applied to each transaction to cover expenses associated with the operation of the system, and to provide a modest income stream for the Electronic Services System. Costs to the consumer for the use of credit and debit card payment options have declined when compared with the previous system, and generally County Recorders have provided positive feedback during the initial phases of implementation.

While some may perceive that the Electronic Services System was organized to serve only County Recorders, the structure of the 28E agreement enables ESS to provide services to any other county office where applicable. This includes the POS system. Some counties have inquired about this possibility, but until now the ESS Coordinating Committee has not discussed how this might occur.

The following is a brief description of the steps required to implement this option.

1. An elected official or designee from an affiliated County office, would be asked to complete an application form (see the attached draft), and provide the necessary set up information to ESS and Bank Card USA. Some other informational materials would also need to be developed, e.g., FAQ, Explanation of Surcharge and how it is used, cover memo, etc..
2. Verifone equipment would be ordered and delivered to the affiliated County office.
3. Training would be provided by Bank Card USA and ESS personnel concerning POS operations and ESS payment procedures.

The following is a description of the policies which an affiliated County office would agree to as a part of the application process.

1. The terms of the Merchant Agreement and the master agreement between Bank Card USA and the Electronic Services System
2. The application of the surcharge and related rules as defined in in Section 1.5(11) of the ESS Policies and Procedures, effective February 8, 2019.
3. An affiliated County office would be responsible for paper supplies and related maintenance of the device.

A policy decision would be needed with respect to how the initial equipment for affiliate county offices would be purchased. ESS purchased devices for all participating counties. No fee was charged to any county, including counties which requested multiple devices. One option might involve an estimate of the volume of transactions in the office (would the surcharge be enough to pay for the expense?).

Action Requested: Direction from the ESS Coordinating Committee concerning this idea.

County Name: _____

Office Name: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____

Contact Name: _____

Contact E-mail: _____

Equipment Options

Verifone VX 520 (\$199) Quantity _____ IP/Ethernet



If more than one device is ordered, please specify the business function(s) for which the device will be used.

Business Function(s): _____

Note: A bank account number and bank routing number will be required to deposit transactions into the appropriate County Office account. This information will be requested during set up.

I authorize the Electronic Services System to set up my location to participate in the Bank Card USA/First Data Point of Sale (POS) system. I agree to the Terms of the Merchant Agreement and the master agreement between Bank Card USA and the Electronic Services System. I further agree to comply with the rules associated with POS system, as specified in Section 1.5(11) of the ESS Policies and Procedures, effective February 8, 2019, and I agree that my location will be responsible for paper supplies and maintenance of the POS device.

Name: _____(please print)

Signature: _____ Date: _____

Electronic Services System

8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131

February 7, 2019

To: ESS Coordinating Committee

From: Phil Dunshee, Project Manager

Re: Fiscal Year 2018 Audit

Since calendar year 2006, the Electronic Services System and Iowa Land Records has engaged Denman & Company, LLP to perform the annual audit of the Bank of America account through which all E-Submission and point of sale transactions are managed. The annual audit has also included the physical assets of the Electronic Services System. Because of the close association between the Electronic Services System and the Iowa County Recorders Association, the financial accounts of the Association have also been included in the audits.

For some perspective, total revenues in calendar year 2006 were \$7,778.00. Total revenues in calendar year 2017 were \$17,160,451.00. The E-Submission service, and the Iowa Land Records system has grown in the past decade.

With calendar year 2018 completed, we are now working with Bergan KDV to wrap up the year-end reconciliations and adjustments. We'll soon be ready for the 2018 audit.

When Denman & Company was initially selected, the governing board conducted a review process to select an auditing firm. A number of firms were asked to submit quotes, and Denman & Company was one of a few companies which responded. The governing board selected Denman, and the ESS Coordinating Committee has annually renewed the engagement since then.

Denman has performed well for the project over the years, and we have found that they thoroughly test the veracity and accuracy of ESS financial statements. Each year they randomly select various types of transactions and require our team to document how each relates back to the bank statements. They have also required us to show documentation of board authorizations, they and have consulted with the governing officers to ensure that appropriate processes are in place to oversee financial activities.

Given their consistent and quality service, I recommend that we continue to retain Denman & Company to perform our annual audit. Please let us know if you wish to consider any alternative procedures.

Recommendation: Approval of the ESS Coordinating Committee to engage Denman & Company for the 2018 audit is requested.

Amendments to Chapter 1
ESS Policies and Procedures
County Land Record Information System Governance and Electronic Recording

Section 1.5 of the Electronic Services System Policies and Procedures is amended to update policies relating to the ESS Point of Sale system with respect to procedures for the receipt of payment through the use of debit cards.

1. Section 1.5(11 f) of the ESS Policies and Procedures is amended to read as follows:

ESS – 1.5 Funding.

(Iowa Code Section 331.603, Subsection 5a; Section 331.604, Subsection 3; Section 331.605B, Subsection 2; Section 331.606A, Subsection 6)

1.5(11) Point of Sale Credit/Debit Payment System (POS). The Electronic Services System has established a Point of Sale Credit/Debit Payment System to facilitate credit, debit, mobile and digital wallet payments for services provided at authorized locations including but not limited to organizations which are members of the Electronic Services System (ESS). Participation in the POS system is subject to the following standards and guidelines.

- a. An authorized location shall agree to the Terms and Conditions and other business requirements established by the Electronic Services System and the designated merchant payment service provider.
- b. An authorized location shall agree to the application of a Surcharge to each transaction amount, as specified in Section 1.5(3). The authorized location shall display information about the Surcharge at the point of sale to inform customers about the amount of the Surcharge and its purpose. ESS shall provide text or standard information about the Surcharge to each authorized location.
- c. An authorized location shall accept all forms of POS payments and shall follow the operational instructions provided by ESS and the designated merchant payment service provider.
- d. An authorized location may void a transaction which occurs during a business day, but not later than 5:30 PM Central Time.
- e. An authorized location shall not issue a refund through the POS system. Refunds shall only be made to customers through payment methods available to the location such as a check or cash. A refund made by a location shall exclude the Surcharge amount. In the event

that an authorized location issues a refund through the POS system, the location shall reimburse ESS for the amount of the refund. ESS shall monthly issue an invoice to a location for the reimbursement amount. There shall be a \$25.00 handling fee for each monthly invoice submitted to a location.

- f. An authorized location shall ensure that the credit/debit card surcharge is applied to every point of sale transaction, including but not limited to the procedures for bypassing the entry of a personal identification number (PIN) for debit cards. In the event that an authorized location fails to apply the credit/debit card surcharge to a transaction, the location shall reimburse ESS for the amount of the credit/debit card surcharge. ESS shall issue an invoice to the location for the reimbursement amount. There shall be a \$25.00 handling fee for each monthly invoice submitted to a location.
- g. Certain point of sale devices may require the installation of supplemental software or an “add-in” application. If such software or application is required for a device, ESS shall issue an invoice to the location for the actual cost of the software or application. The frequency of invoices shall be determined by the mutual agreement of ESS and the location, but the frequency shall be no more than monthly.

Policy Statement

Electronic Services System and Iowa Land Records

Remote Notarization

Background. Several states including Indiana, Michigan, Minnesota, Nevada, Tennessee, Texas, Vermont and Virginia have enacted legislation authorizing “remote notarization” of documents. Remote notarization can be defined as a “notarial act in which the Notary and signer appear before each other using communication technology.

Iowa counties were among the first to enable the electronic filing of documents, and more than 1.5 million documents have now been electronically recorded. Nearly 40% of all documents are electronically filed and recorded by County Recorders in Iowa.

Remote notarization, which in most cases will include an electronic signature and seal on a document, is consistent with the steady progress that has been made toward electronic recording and digital archiving of recorded documents. We believe that remote notarization will appropriately facilitate more electronic recording in the future.

Therefore, the Electronic Services System and the Iowa Land Records system endorse the adoption of remote notarization procedures by the State of Iowa provided that the following requirements are fulfilled.

1. Individuals who perform remote notarial acts, and any companies or organizations which engage in commercial remote notarization activities as a service should be reviewed and approved by the Office of the Secretary of State.
2. Remote notarization procedures should require audio and video recording of the notarial act.
3. The individual or organization which performs a remote notarial act should be required to archive the recording and assign an index number or other reference number to the recording. The recording should be archived for a period of time specified by the parties to any transaction for which a notarial act is required.
4. The seal or indicia placed on a notarized document shall include a statement indicating that the participants in the notarial act observed each other's actions using communications technology. The statement may simply state “Remotely Notarized” or it may include other language with a similar meaning.
5. The seal or indicia on a notarized document shall include the index number or reference number assigned to the act by the individual or organization which performed the remote notarial act.

Senate Study Bill 1116 - Introduced

SENATE FILE _____
BY (PROPOSED COMMITTEE ON
STATE GOVERNMENT BILL BY
CHAIRPERSON SMITH)

A BILL FOR

1 An Act providing for notarial acts, including by providing for
2 the use of electronic media.

3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 9B.1, Code 2019, is amended to read as
2 follows:

3 **9B.1 Short title.**

4 This chapter may be cited as the "*Revised Uniform Law on*
5 *Notarial Acts*" *Acts (2018)*".

6 Sec. 2. Section 9B.2, subsection 10, Code 2019, is amended
7 by striking the subsection.

8 Sec. 3. Section 9B.4, Code 2019, is amended by adding the
9 following new subsection:

10 NEW SUBSECTION. 3. A notarial officer may certify that a
11 tangible copy of an electronic record is an accurate copy of
12 the electronic record.

13 Sec. 4. NEW SECTION. **9B.14A Notarial act performed for**
14 **remotely located individual.**

15 1. As used in this section unless the context otherwise
16 requires:

17 *a. "Communication technology"* means an electronic device or
18 process that does all of the following:

19 (1) Allows a notary public and a remotely located individual
20 to communicate with each other simultaneously by sight and
21 sound.

22 (2) When necessary and consistent with other applicable
23 law, facilitates communication with a remotely located
24 individual who has a vision, hearing, or speech impairment.

25 *b. "Foreign state"* means a jurisdiction other than the
26 United States, a state, or a federally recognized Indian tribe.

27 *c. "Identity proofing"* means a process or service by which
28 a third person provides a notary public with a means to verify
29 the identity of a remotely located individual by a review of
30 personal information from public or private data sources.

31 *d. "Outside the United States"* means a location outside
32 the geographic boundaries of the United States, Puerto Rico,
33 the United States Virgin Islands, and any territory, insular
34 possession, or other location subject to the jurisdiction of
35 the United States.

1 *e. "Remotely located individual"* means an individual who is
2 not in the physical presence of the notary public who performs
3 a notarial act under subsection 3.

4 2. A remotely located individual may comply with section
5 9B.6 by using communication technology to appear before a
6 notary public.

7 3. A notary public located in this state may perform a
8 notarial act using communication technology for a remotely
9 located individual if all of the following applies:

10 *a.* The notary public has any of the following:

11 (1) Personal knowledge under section 9B.7, subsection 1, of
12 the identity of the individual.

13 (2) Satisfactory evidence of the identity of the remotely
14 located individual by oath or affirmation from a credible
15 witness appearing before the notary public under section 9B.7,
16 subsection 2, or this section.

17 (3) Obtained satisfactory evidence of the identity of the
18 remotely located individual by using at least two different
19 types of identity proofing.

20 *b.* The notary public is able reasonably to confirm that a
21 record before the notary public is the same record in which the
22 remotely located individual made a statement or on which the
23 individual executed a signature.

24 *c.* The notary public, or a person acting on behalf of
25 the notary public, creates an audio-visual recording of the
26 performance of the notarial act.

27 *d.* For a remotely located individual located outside the
28 United States, all of the following applies:

29 (1) The record complies with any of the following:

30 (a) Is to be filed with or relates to a matter before a
31 public official or court, governmental entity, or other entity
32 subject to the jurisdiction of the United States.

33 (b) Involves property located in the territorial
34 jurisdiction of the United States or involves a transaction
35 substantially connected with the United States.

1 (2) The act of making the statement or signing the record
2 is not prohibited by the foreign state in which the remotely
3 located individual is located.

4 4. If a notarial act is performed under this section, the
5 certificate of notarial act required by section 9B.15 and the
6 short-form certificate provided in section 9B.16 must indicate
7 that the notarial act was performed using communication
8 technology.

9 5. A short-form certificate provided in section 9B.16 for a
10 notarial act subject to this section is sufficient if any of
11 the following applies:

12 a. It complies with rules adopted under subsection 8,
13 paragraph "a".

14 b. It is in the form provided in section 9B.16 and contains
15 a statement substantially as follows: "This notarial act
16 involved the use of communication technology".

17 6. A notary public, a guardian, conservator, or agent of
18 a notary public, or a personal representative of a deceased
19 notary public shall retain the audio-visual recording created
20 under subsection 3, paragraph "c", or cause the recording
21 to be retained by a repository designated by or on behalf
22 of the person required to retain the recording. Unless a
23 different period is required by rule adopted under subsection
24 8, paragraph "d", the recording must be retained for a period of
25 at least ten years after the recording is made.

26 7. Before a notary public performs the notary public's
27 initial notarial act under this section, the notary public
28 must notify the secretary of state that the notary public will
29 be performing notarial acts with respect to remotely located
30 individuals and identify the technologies the notary public
31 intends to use. If the secretary of state has established
32 standards under subsection 8 and section 9B.27 for approval
33 of communication technology or identity proofing, the
34 communication technology and identity proofing must conform to
35 the standards.

1 8. In addition to adopting rules under section 9B.27, the
2 secretary of state may adopt rules under this section regarding
3 performance of a notarial act. The rules may do all of the
4 following:

5 *a.* Prescribe the means of performing a notarial act
6 involving a remotely located individual using communication
7 technology.

8 *b.* Establish standards for communication technology and
9 identity proofing.

10 *c.* Establish requirements or procedures to approve providers
11 of communication technology and the process of identity
12 proofing.

13 *d.* Establish standards and a period for the retention of an
14 audio-visual recording created under subsection 3, paragraph
15 “c”.

16 9. Before adopting, amending, or repealing a rule governing
17 performance of a notarial act with respect to a remotely
18 located individual, the secretary of state must consider all
19 of the following:

20 *a.* The most recent standards regarding the performance of
21 a notarial act with respect to a remotely located individual
22 promulgated by national standard-setting organizations and the
23 recommendations of the national association of secretaries of
24 state.

25 *b.* Standards, practices, and customs of other jurisdictions
26 that have laws substantially similar to this section.

27 *c.* The views of governmental officials and entities and
28 other interested persons.

29 10. By allowing its communication technology or identity
30 proofing to facilitate a notarial act for a remotely located
31 individual or by providing storage of the audio-visual
32 recording created under subsection 3, paragraph “c”, the
33 provider of the communication technology, identity proofing,
34 or storage appoints the secretary of state as the provider’s
35 agent for service of process in any civil action in this state

1 related to the notarial act.

2 Sec. 5. Section 9B.20, Code 2019, is amended by adding the
3 following new subsection:

4 NEW SUBSECTION. 3. A county recorder may accept for
5 recording a tangible copy of an electronic record containing
6 a notarial certificate as satisfying any requirement that a
7 record accepted for recording be an original, if the notarial
8 officer executing the notarial certificate certifies that the
9 tangible copy is an accurate copy of the electronic record.

10 EXPLANATION

11 The inclusion of this explanation does not constitute agreement with
12 the explanation's substance by the members of the general assembly.

13 GENERAL. This bill amends Code chapter 9B, the "Revised
14 Uniform Law on Notarial Acts" (RULONA), enacted by the general
15 assembly in 2012 (2012 Acts, chapter 1050), which is based on a
16 model Act proposed by the national conference of commissioners
17 on uniform state laws (commissioners) in 2010. The Code
18 chapter governs a notary public (an individual commissioned
19 to perform a notarial act by the secretary of state) or other
20 notarial officer (a statutory authorized individual such as a
21 judge) who performs a specific official act such as attesting
22 to some fact which often involves an individual's statement or
23 signing of a record presented by an individual (Code section
24 9B.2). Such an individual must appear personally before the
25 notarial officer (Code section 9B.6). The record may either be
26 tangible or electronic. A notary public who elects to perform
27 a notarial act involving an electronic record must notify the
28 secretary of state regarding the tamper-proof technology that
29 the notary public will use (Code section 9B.20).

30 BILL'S PROVISIONS. The bill includes amendments proposed
31 to the uniform Act by the commissioners in 2018 and referred
32 to as "RULONA (2018)", by allowing a notary public to perform
33 a notarial act remotely by utilizing audio-visual technology.
34 The bill strikes a provision in the Code chapter, not part of
35 the uniform Act, that defines the phrase "personal appearance"

1 to exclude an appearance which uses video or optical technology
2 (Code section 2B.2(10)). Under the bill, a public notary who
3 performs a notarial act remotely must comply with certain
4 standards, including rules adopted by the secretary of
5 state. This includes keeping the audio-video recording of
6 the notarization for at least 10 years. If a public notary
7 complies with these standards, the personal appearance
8 requirement is deemed satisfied. The bill also provides that a
9 county recorder may accept a tangible copy of the electronic
10 record, if a notarial officer certifies that the copy is
11 accurate.

ESS – 1.7 Financial Procedures.

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

1.7(1) ESS Finance Subcommittee. An ESS Finance Subcommittee is established to review the financial activities of the Electronic Services System. The Subcommittee shall perform the following duties.

- a. Assist with the development of an annual budget for ESS and the county land record information system.
- b. Review monthly invoices and claims for payment.
- c. Review financial reports, meeting summaries and other information as necessary.
- d. Assist the ESS Coordinating Committee with financial matters.

1.7(2) Review and Approval of Expenditures. Accounts payable (invoices and claims for payment) shall be reviewed by the ESS Finance Subcommittee prior to each meeting of the ESS Coordinating Committee. The Subcommittee shall advise the ESS Coordinating Committee of issues and activities which require formal action. Accounts payable shall be reviewed and approved by the ICRA Executive Board, or the ESS Coordinating Committee if such authority is delegated to it.

1.7(3) Review and Approval of Financial Reports. Financial reports shall be reviewed by the ESS Finance Subcommittee prior to each meeting of the ESS Coordinating Committee. The Subcommittee shall advise the ESS Coordinating Committee of issues and activities which require formal action. Financial reports shall be reviewed and approved by the ICRA Executive Board, or the ESS Coordinating Committee if such authority is delegated to it.

1.7(4) Annual Budget. The ESS Finance Subcommittee shall assist the ESS Coordinating Committee with the development of an annual budget and any budget amendments. An annual budget and any amendments to the budget shall be reviewed and approved by the ICRA Executive Board,.

1.7(5) Annual Audit. Financial accounts managed directly by ESS Coordinating Committee shall be audited annually by an independent auditor. Financial accounts managed through the Office of the State Treasurer shall be subject to the auditing procedures of the State Auditor.

1.7(6) Allocation and Expenditure of Reserve Funds. Any reserve funds managed through the Office of the State Treasurer shall be reviewed at least annually by the ESS Coordinating Committee. The expenditure of reserve funds shall be subject to the approval of the ICRA Executive Board, or the ESS Coordinating Committee if such authority is delegated to it. As needed the reserve funds may be adjusted or rebalanced by the ICRA Executive Board, or the ESS Coordinating Committee if such authority is delegated to it.

Sample Document Retention and Destruction Policy

PURPOSE OF THIS TOOL: Certain federal laws prohibit the destruction of certain documents. Not-for-profit organizations should have a written, mandatory document retention and periodic destruction policy. Policies such as this will eliminate accidental or innocent destruction. In addition, it is important for administrative personnel to know the length of time records should be retained to be in compliance.

Document Destruction

The Document Retention and Destruction Policy identifies the record retention responsibilities of staff, volunteers, members of the board of directors, and outsiders for maintaining and documenting the storage and destruction of the organization's documents and records.

The organization's staff, volunteers, members of the board of directors, committee members and outsiders (independent contractors via agreements with them) are required to honor the following rules:

- a. Paper or electronic documents indicated under the terms for retention in the following section will be transferred and maintained by (fill in the blank based on the organization's practices);
- b. All other paper documents will be destroyed after three years;
- c. All other electronic documents will be deleted from all individual computers, data bases, networks, and back-up storage after one year;
- d. No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation (check with legal counsel or the human resources department for any current or foreseen litigation if employees have not been notified); and
- e. No paper or electronic documents will be destroyed or deleted as required to comply with government auditing standards (Single Audit Act).

Record Retention

The following table* indicates the minimum requirements and is provided as guidance to customize in determining your organization's document retention policy. Because statutes of limitations and state and government agency requirements vary from state to state, each organization should carefully consider its requirements and consult with legal counsel before adopting a Document Retention and Destruction Policy. In addition, federal awards and other government grants may provide for a longer period than is required by other statutory requirements.

* Adapted from National Council of Nonprofits.

| Type of Document | Minimum Requirement |
|---|---------------------|
| Accounts payable ledgers and schedules | 7 years |
| Audit reports | Permanently |
| Bank reconciliations | 2 years |
| Bank statements | 3 years |
| Checks (for important payments and purchases) | Permanently |
| Contracts, mortgages, notes, and leases (expired) | 7 years |
| Contracts (still in effect) | Contract period |
| Correspondence (general) | 2 years |
| Correspondence (legal and important matters) | Permanently |
| Correspondence (with customers and vendors) | 2 years |
| Deeds, mortgages, and bills of sale | Permanently |
| Depreciation schedules | Permanently |
| Duplicate deposit slips | 2 years |
| Employment applications | 3 years |
| Expense analyses/expense distribution schedules | 7 years |
| Year-end financial statements | Permanently |
| Insurance records, current accident reports, claims, policies, and so on (active and expired) | Permanently |
| Internal audit reports | 3 years |
| Inventory records for products, materials, and supplies | 3 years |
| Invoices (to customers, from vendors) | 7 years |
| Minute books, bylaws, and charter | Permanently |
| Patents and related papers | Permanently |
| Payroll records and summaries | 7 years |
| Personnel files (terminated employees) | 7 years |
| Retirement and pension records | Permanently |
| Tax returns and worksheets | Permanently |
| Timesheets | 7 years |
| Trademark registrations and copyrights | Permanently |
| Withholding tax statements | 7 years |

Resources

 National Council of Nonprofits www.councilofnonprofits.org

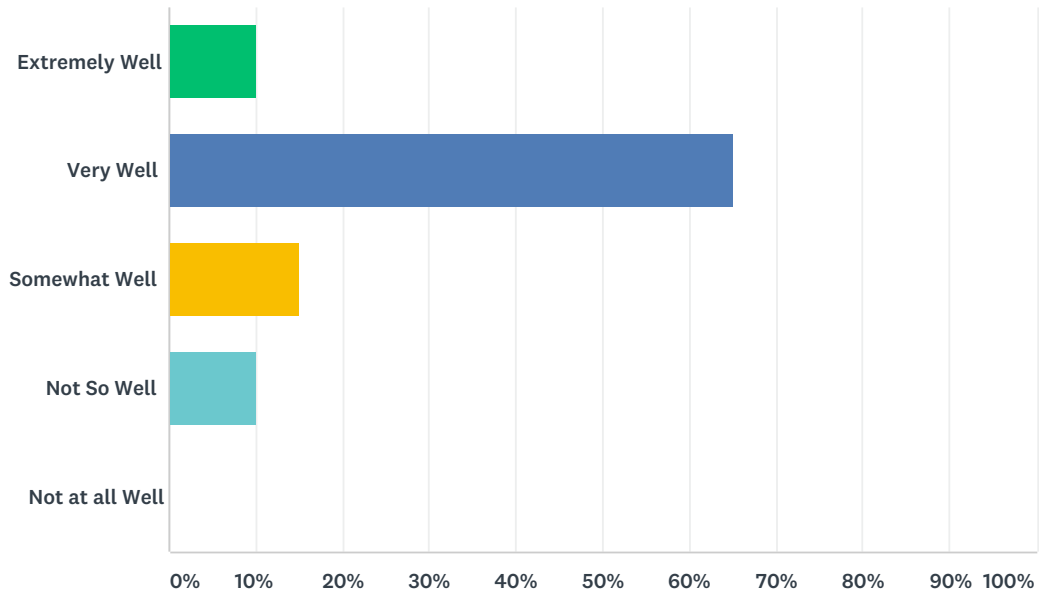
Sample Document Retention and Destruction Policy

- BoardSource Record Retention and Document Destruction Policy—Download 4 Samples (E-Policy Sampler) www.boardsource.org/Bookstore.asp?Type=epolicy&Item=1071
- Independent Sector www.independentsector.org/issues/sarbanesoxley.html
- AICPA Management of an Accounting Handbook—2003 and IRS Appendix Document www.cpa2biz.com/AST/Main/CPA2BIZ_Primary/PracticeManagement/PracticeAdministration/PRDOVR~PC-090407/PC-090407.jsp
- Guide to Record Retention Requirements in the Code of Federal Regulations: Contact the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402-9325 or from CCH, Inc. at www.onlinestore.cch.com

SAMPLE

Q1 Overall, how well will the new Recorders' interface meet your needs?

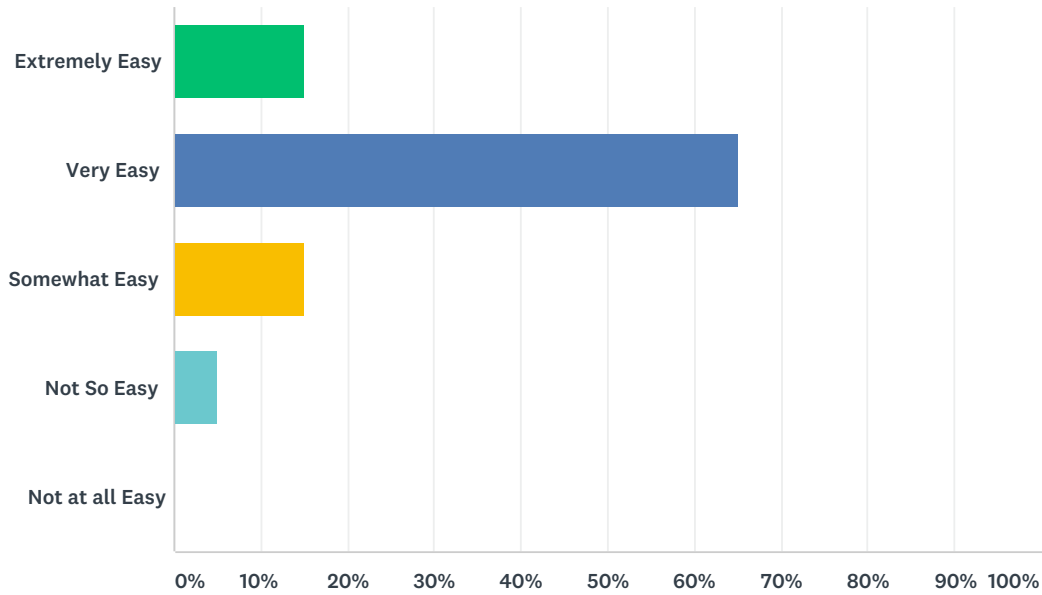
Answered: 20 Skipped: 0



| ANSWER CHOICES | RESPONSES | |
|-----------------|-----------|----|
| Extremely Well | 10.00% | 2 |
| Very Well | 65.00% | 13 |
| Somewhat Well | 15.00% | 3 |
| Not So Well | 10.00% | 2 |
| Not at all Well | 0.00% | 0 |
| TOTAL | | 20 |

Q2 How Easy was it to find what you were looking for in the new workflow?

Answered: 20 Skipped: 0



| ANSWER CHOICES | RESPONSES | |
|-----------------|-----------|----|
| Extremely Easy | 15.00% | 3 |
| Very Easy | 65.00% | 13 |
| Somewhat Easy | 15.00% | 3 |
| Not So Easy | 5.00% | 1 |
| Not at all Easy | 0.00% | 0 |
| TOTAL | | 20 |

Q3 What features do you like the most about the new interface?

Answered: 17 Skipped: 3

| # | RESPONSES | DATE |
|----|--|---------------------|
| 1 | the fact that even tho it looks different, it is basically the same procedure | 12/27/2018 12:07 PM |
| 2 | One screen | 12/20/2018 10:43 AM |
| 3 | Everything is on 1 screen | 12/20/2018 9:39 AM |
| 4 | Not as many windows. | 12/19/2018 2:50 PM |
| 5 | ALL ON ONE PAGE, AND WE WILL HAVE TWO MONITERS AT OUR DESKS SO FEWING THE DOCUMENT AS THE SAME TIME IS GREAT | 12/19/2018 12:58 PM |
| 6 | less tabs | 12/19/2018 11:34 AM |
| 7 | All on one page | 12/17/2018 3:26 PM |
| 8 | Not having to toggle between tabs | 12/14/2018 1:30 PM |
| 9 | Having everything on one screen. | 12/14/2018 10:36 AM |
| 10 | Not seeing old abandoned groups on main screen. Being able to see messages from submitter right away, not having to hunt for it. I NEVER new there were messages hidden until last year maybe. | 12/14/2018 10:16 AM |
| 11 | The lock feature is something we have been looking for, it is hard using different machines and working on top of each other. | 12/14/2018 9:44 AM |
| 12 | That all of the information we need to review will be on one screen. | 12/14/2018 9:35 AM |
| 13 | All on one page | 12/14/2018 8:53 AM |
| 14 | That the fees will appear on the right hand side instead of waiting till the last screen. | 12/13/2018 4:14 PM |
| 15 | The layout of the fees and the edit feature. | 12/13/2018 3:35 PM |
| 16 | more user friendly | 12/13/2018 3:29 PM |
| 17 | All on one page | 12/13/2018 3:27 PM |

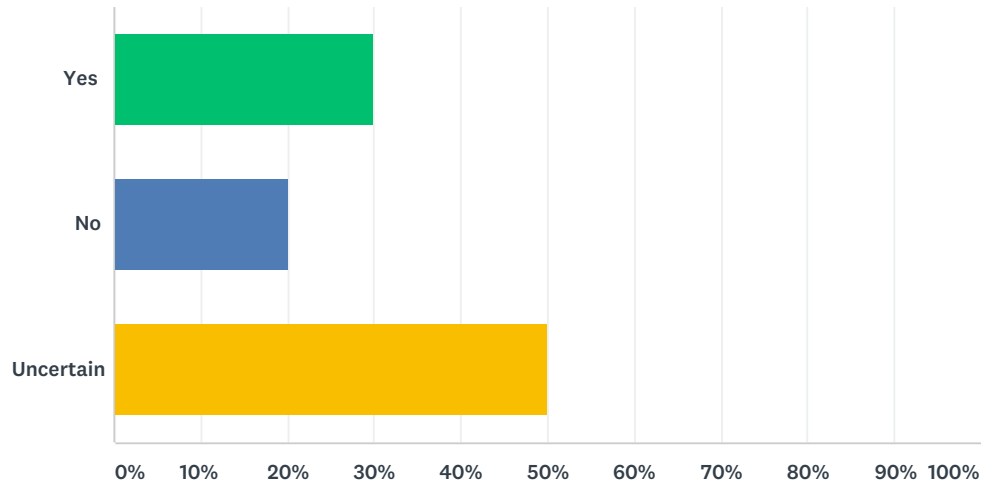
Q4 What features do you like the least about the new interface?

Answered: 17 Skipped: 3

| # | RESPONSES | DATE |
|----|--|---------------------|
| 1 | not really sure | 12/27/2018 12:07 PM |
| 2 | I NEED to be able to print docs. | 12/20/2018 10:43 AM |
| 3 | Not able to print | 12/20/2018 9:39 AM |
| 4 | No printing of the documents. | 12/19/2018 2:50 PM |
| 5 | THE CUSTOMER PUTTING IN THE LEGALS, I KNOW WE CAN DELETE IT, BUT THERE IS TOO MUCH ROOM FOR ERROR. I DONT THINK THEY NEED TO HAVE THE OPTION. LEAVE THE LEGAL INDEXING TO THE RECORDER | 12/19/2018 12:58 PM |
| 6 | no print image feature | 12/19/2018 11:34 AM |
| 7 | That we will not be able to print the documents? | 12/19/2018 11:23 AM |
| 8 | none | 12/17/2018 3:26 PM |
| 9 | The ability to delete all, we've had no issues and it's no big deal to delete things in our local systems. | 12/14/2018 10:36 AM |
| 10 | Not sure until we actually use it. Curious how the preview of document will work while working through the approval process. | 12/14/2018 10:16 AM |
| 11 | I really don't have one at this time, hopefully that don't change when we start using the program. | 12/14/2018 9:44 AM |
| 12 | We need to be able to print images. This is important with not only printing DOV's but if we reject something that we can have it in hand if we are questioned about it. Whether you make it two steps to print like it is now, that works but we have to have an option to print. | 12/14/2018 9:35 AM |
| 13 | Not being able to print out the document. For those who do not have 2 screens this will make it very difficult. | 12/14/2018 8:53 AM |
| 14 | At the moment the font, size or text color was hard to see but hope we can a just that. | 12/13/2018 4:14 PM |
| 15 | I don't really have any. | 12/13/2018 3:35 PM |
| 16 | we will have a better understanding after we will be able to test it ourselves | 12/13/2018 3:29 PM |
| 17 | Need to be able to print document out before we accept it so we can check it over for our Clerk. | 12/13/2018 3:27 PM |

Q5 Do you think you will use the delete all indexing data function frequently?

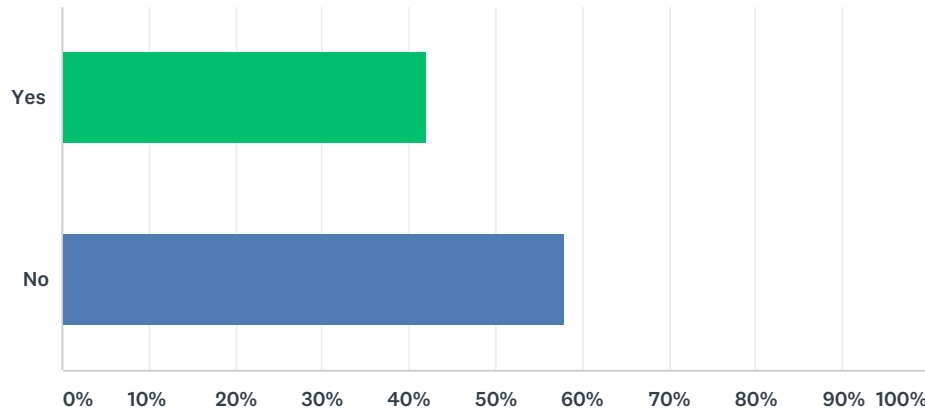
Answered: 20 Skipped: 0



| ANSWER CHOICES | RESPONSES | |
|----------------|-----------|----|
| Yes | 30.00% | 6 |
| No | 20.00% | 4 |
| Uncertain | 50.00% | 10 |
| TOTAL | | 20 |

Q6 Do you have any concerns with the new workflow or with other functions of the interface?

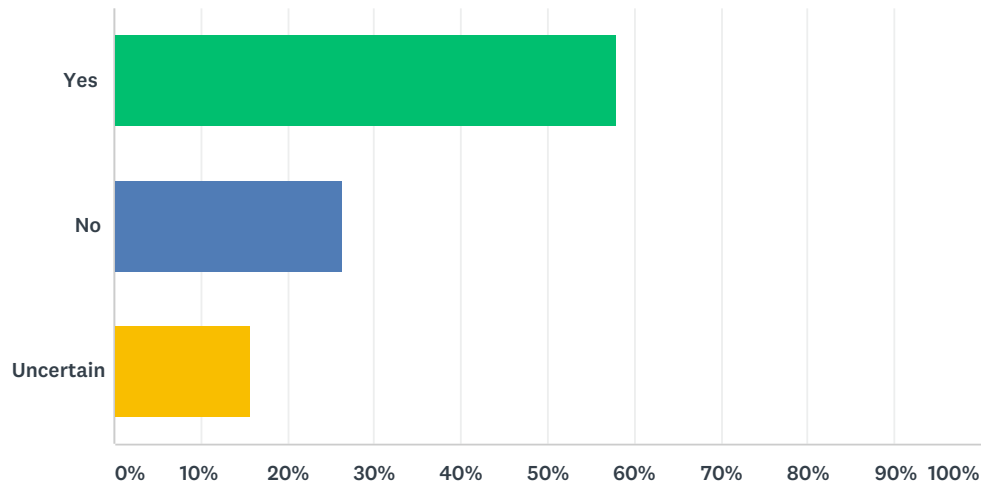
Answered: 19 Skipped: 1



| ANSWER CHOICES | RESPONSES | |
|----------------|-----------|----|
| Yes | 42.11% | 8 |
| No | 57.89% | 11 |
| TOTAL | | 19 |

Q7 Thinking about the workstations you use to process E-Submission Documents.Are the monitors you use large enough to view both the document image and the E-Submission interface (form) at the same time?

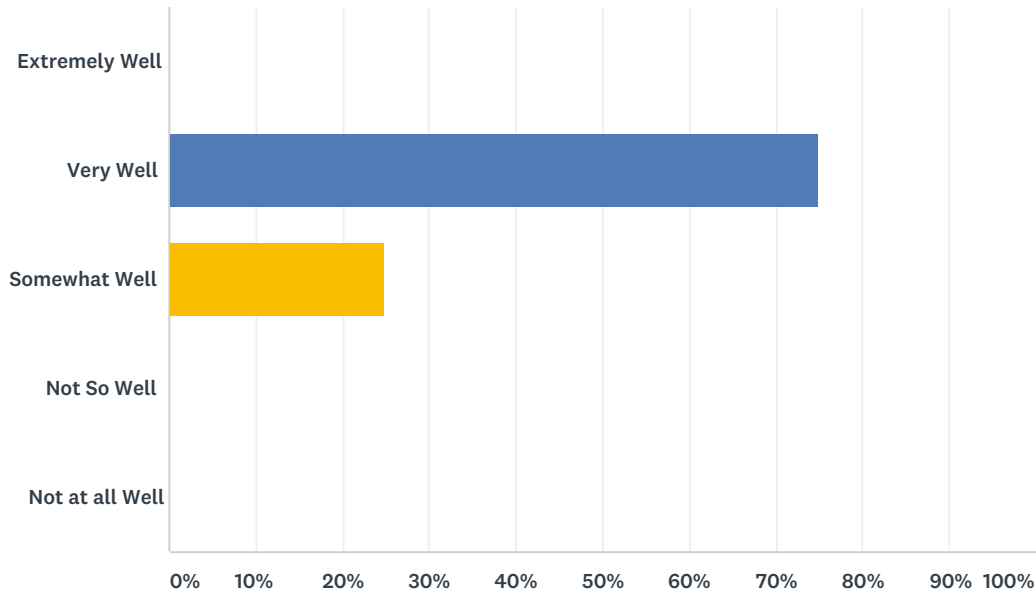
Answered: 19 Skipped: 1



| ANSWER CHOICES | | RESPONSES | |
|----------------|--|-----------|----|
| Yes | | 57.89% | 11 |
| No | | 26.32% | 5 |
| Uncertain | | 15.79% | 3 |
| TOTAL | | | 19 |

Q1 Overall, how well will the new proposed customer interface will meet your needs?

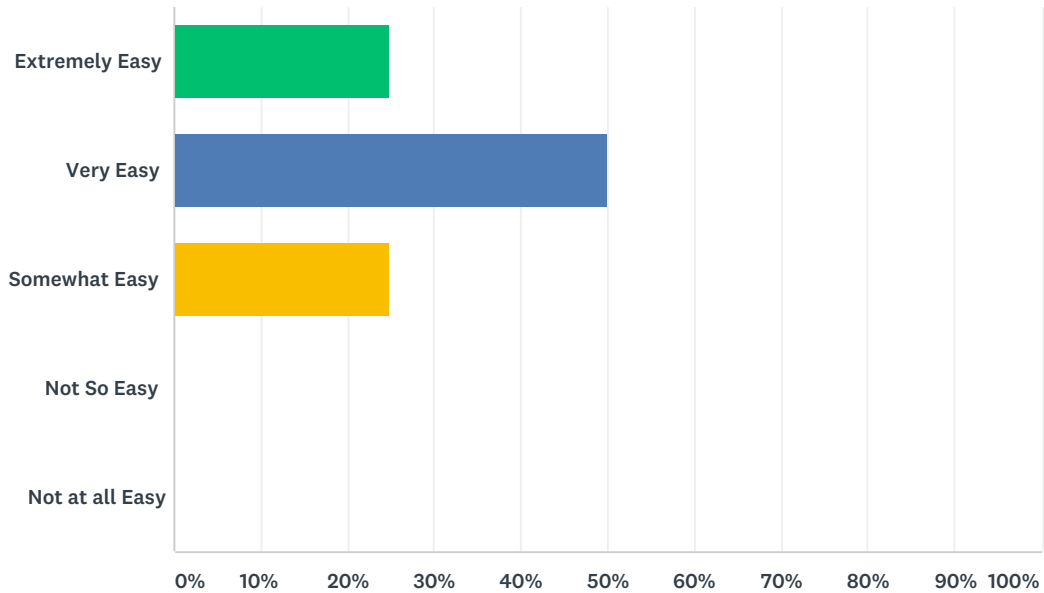
Answered: 4 Skipped: 2



| ANSWER CHOICES | RESPONSES | |
|-----------------|-----------|---|
| Extremely Well | 0.00% | 0 |
| Very Well | 75.00% | 3 |
| Somewhat Well | 25.00% | 1 |
| Not So Well | 0.00% | 0 |
| Not at all Well | 0.00% | 0 |
| TOTAL | | 4 |

Q2 How easy do you think it will be to find what you were looking for in the proposed workflow?

Answered: 4 Skipped: 2



| ANSWER CHOICES | | RESPONSES | |
|-----------------|--|-----------|---|
| Extremely Easy | | 25.00% | 1 |
| Very Easy | | 50.00% | 2 |
| Somewhat Easy | | 25.00% | 1 |
| Not So Easy | | 0.00% | 0 |
| Not at all Easy | | 0.00% | 0 |
| TOTAL | | | 4 |

Q3 What proposed features for the new interface do you like the most?

Answered: 5 Skipped: 1

| # | RESPONSES | DATE |
|---|---|-------------------|
| 1 | all info regarding the submission is on a single page/screen rather than multiple screens | 1/16/2019 9:12 AM |
| 2 | If the second submit, Submit Group, is switched to an Are You Sure? prompt. | 1/9/2019 8:59 AM |
| 3 | single page input | 1/8/2019 1:21 PM |
| 4 | We weren't able to link on the the Webner. | 1/8/2019 11:07 AM |
| 5 | Could not see any pictures so I left webinar - hopefully will be future webinars | 1/8/2019 10:38 AM |

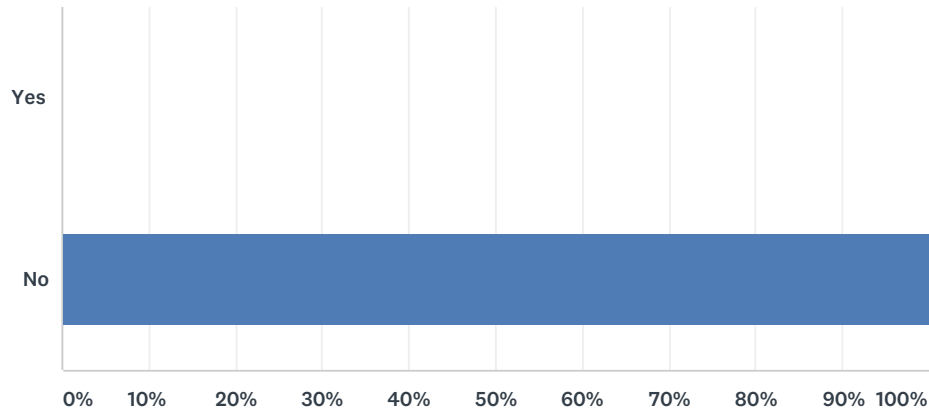
Q4 What proposed features for the new interface do you like the least?

Answered: 4 Skipped: 2

| # | RESPONSES | DATE |
|---|--|-------------------|
| 1 | If they can just remove the information fields that are not required it would make it much easier. | 1/9/2019 8:59 AM |
| 2 | unsure | 1/8/2019 1:21 PM |
| 3 | We couldn't figure out how to link into the Webiner | 1/8/2019 11:07 AM |
| 4 | Unknown | 1/8/2019 10:38 AM |

Q5 Do you have any concerns with the proposed workflow or with other functions of the interface?

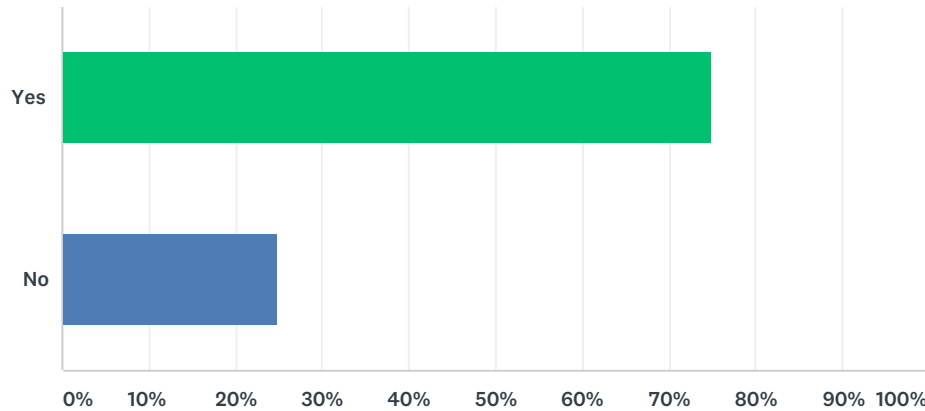
Answered: 4 Skipped: 2



| ANSWER CHOICES | RESPONSES | |
|----------------|-----------|---|
| Yes | 0.00% | 0 |
| No | 100.00% | 4 |
| TOTAL | | 4 |

Q6 Are there additional features you think the Iowa Land Records team should consider for the new E-Submission interface?

Answered: 4 Skipped: 2



| ANSWER CHOICES | RESPONSES | |
|----------------|-----------|---|
| Yes | 75.00% | 3 |
| No | 25.00% | 1 |
| TOTAL | | 4 |

Recorders E-Submission 2.0 Training Webinar

When do you think you will be rolling this out?

How do you do a print preview of the image while on the image & stamp review process?

Are we able to print document out for previewing?

Are we going to be able to tell if its been scanned in as black and white or a halftone?

We need to print the DOV

We also need to print DOV for sure. We print everything because we have newer staff and my Deputy or I look at the documents before the Clerks process them.

The DOV doesn't pull into our system since we don't stamp it.

Once I have selected a group to review, and the group has been locked, is there a way to "unlock" it by someone else?

I love that it is all on one page!

Will we be able to see the image while reviewing the fee categories?

Is there a way to review declined groups to assist a customer if they contact us for help as to why it was rejected? Or can it only be seen/accessed if it is "ready for recorder"?

Customer E-Submission 2.0 Focus Group Webinar

Short form is wonderful!

Short form is great - doesn't take long to submit a document

I sometimes find it difficult to edit a transmission when rejected.

why have a long form if the short form is all necessary information?

Hate that with a long form Deed, DV and GWH you have to enter all the legal description again. Can that be fixed? or maybe there is a shortcut but I don't know.

I like that you can go from short form to long form without losing the information entered into the short form.

I think its also fairly user friendly.

Wish there were tools to darken parts of the document or know what resolution the document is that is uploaded

I don't like that you have to "submit" twice when resubmitting. You click the "submit" button on the tab, and then have to click "submit group" again... we sometimes forget to do the second step and it just sits there

There are a lot of times the documents look great to us but the recorder rejects it

Has there been an update to allow the admin to delete groups/submissions if needed? I know it was discussed at one point but wasn't sure if it happened.

Right now, all individuals have their own log in so no one can fix your submission but you, could there ever be a setting that if you are with the same company that they could fix each others?

Would it be possible to show the total dollar amount of the group submission in the group view instead of just seeing individual dollar amounts

I agree with Latoya - for our billing records, we need to print/keep receipts for everything, and often it is difficult to match up the charges on the credit card statement, because of multiple submissions being charged on the same day. (or multiple documents)

The new interface looks really nice!

When resubmitting a document, are we going to be able to see the recorder's comments as to why it got declined?

The new interface looks a lot more modern. User friendly, and fewer clicks to see what we need to see.

We use simplifile for other states, their program has tools to darken a notary area or parts of the document. It also allows to delete marks and that sort of thing. It is extremely helpful in some situations.

Feature to add - in the same group maybe a button that says use same legal description for whole group? Then the same legal description would apply to all documents in the group - mortgage, deed, DV, GWH, affidavits, POA, etc.

We don't even put in the lega

Agree ...the legal is not required. Are you using the short form for submission?

I have not used the short form yet.

I would like to see an easy search function, or easy access to history of documents that have been recorded (for documents older than "recently recorded")

I think the new interface looks great. I agree that it would be good to have a receipt for accounting that shows the total of all charges for that group since that is how it shows up on the credit card statement.

Make the switch by selecting Update Account from the menu. In the middle of the screen, select Show Short Form by Default from the drop down in the middle then select Save at the bottom.

This may sound familiar: I would like to see lots of prompts and help to identify what goes in an input field. For example, why one would use the additional transaction field, when additional auditor fees apply to a transaction.

With respect to using the public/general ILR search page to generate a history of submitted docs, could one of the search criteria be "submitted by"? ie can my user name be tied to the submission?

Also remove fields (such as the legal description) if the recorders are basically not using the user input.

It would be nice too to be able to add all the documents needed on one screen with the same individual instead of going to different screens to add another document and reinput information. So it would just ask, add another document and a new upload section pops up to select your document

Would like to see if possible, provide a thumbnail of each of the uploaded documents. Just making sure which document is which, not the quality of the image.

I get that but this way you would never have to even go to a different screen, all documents would be entered on the same screen

Thanks.... Keep up the good work. Looking forward to 2.0.

Thank you! Looking forward to the upcoming changes!

Thanks for your work on this!

Thank you! New changes look great! Thank you!

Looking forward to something new and different!

February 7, 2019

To: ESS Coordinating Committee

From: Kati Ross, Marketing & Communications Director

Re: Content Management and Web Development RFI

The Iowa Land Records team has been evaluating the Iowa Land Records web site for several years. One main issue identified with the current web site is that it is not structured to provide E-Submission content for real estate professionals who are not already registered submitters. From a marketing perspective this limits the ability to promote E-Submission and provide other helpful information to those wanting to learn more about Iowa Land Records. With an updated web site we would have the ability to promote the E-Submission service and provide more resources and training for current users. The content management system will provide a new set of landing pages or a wrapper for the web site applications which will ensure the marketing team has the digital reach they need to achieve our strategic goal of increasing the percentage of electronically recorded document to 50% by the close of 2020.

In calendar year 2018 the Iowa Land Records team released an RFI for Content Management and Web Development to seek qualified vendors to assist with the development of the Content Management system for our web site. During the November, 2018 meeting the ESS Coordinating Committee authorized the Iowa Land Records project to use \$40,000 in reserve funds for phase I of this project. The Marketing and Communications team reached out to vendors to share the RFI and set up meetings with three different Des Moines area vendors.

After meeting with vendors, the Iowa Land Records team evaluated each vendor to determine who may be a best fit to assist us with the development of a new content management system. Two different content management platforms were suggested during meetings with the three different vendors. The Iowa Land Records team has been working to identify which of these two platforms is the best fit for our system. A matrix was created to review each platform based on a variety of criteria.

Once we have determined the preferences for the content management platform, we can proceed with a selection process for a qualified vendor. We anticipate that the Standards Subcommittee will be asked to assist with this selection process. No action by the ESS Coordinating Committee is requested at this time.

From: PRIA <coordinator@pria.ccsend.com> on behalf of PRIA <info@pria.us>
Sent: Friday, January 11, 2019 8:25 AM
To: phil@clris.com
Subject: How is certified copy defined in your jurisdiction?



Recorders:

Please send a copy of your law or the link from your state laws if there is code written regarding what, how or if Certified Copy is defined in your jurisdiction. What defines a "certified copy" of your records? Is there special wording, cover sheet or stamp put on a certified copy to make it a "Certified copy" from such and such county/state?

There is nothing in Texas law that defines what a certified copy is. We are starting to get copies from other entities that claim to be providing certified copies but they are not certified copies from any clerk's or Recorder's office. We would like to know what other states have a law that defines certified copies. We will need this so we can provide proof to our legislators when we go before committee hearings to explain why we are wanting this done and the fact that other states also have certified copies defined in their laws.

Please email your reply to:

[Nancy E. Rister](#)
Williamson County Clerk
Georgetown, TX

PRIA - Certified Copy Defined

1. Generally, please describe the information you provide to a customer or citizen who requests a "Certified" copy of a document. What do they receive when you fulfill this request?

2. Assuming you provide the customer or citizen with a physical copy of a "certified" document, what evidence do you provide which indicates that it is certified. For example, do you place a stamp which states "Certified" on the document? If yes, what text is included with the stamp?

3. If a "certified" stamp is placed on the copy of the document, do you include a signature with the stamp; signed by the County Recorder or a Deputy Recorder?

☐ Yes

☐ No

4. In 2018, how many requests for "certified" copies of documents did you receive and fulfill?

5. Which of the following groups most frequently request certified copies of documents?

☐ Banks or Other Financial Institutions ☐ Mortgage Companies

☐ Law Firms ☐ Citizens

☐ Survey Companies

☐ Other (please specify)

6. Which of the following document types receive the most requests for certified copies?

☐ Deeds (all types)

☐ Assignments

☐ Mortgages

☐ Satisfaction of Mortgages or Lien Releases

☐ Other (please specify)

7. What do you charge for a "certified" copy of a recorded document?

8. This may seem obvious, but in your own words, how would you define the term "certified copy of a document"?

State of Iowa, Plymouth County, SS:

I, Jolynn Goodchild, Recorder in and for said County do hereby
certify that this is a true copy of the instrument as the same
appears of record in my office in

Book _____ Page _____

Witness my hand this _____ day of _____

A.D. 20 _____

Plymouth County Recorder



phil@clris.com

From: McCalmant, Joan <Joan.McCalmant@linncounty.org>
Sent: Wednesday, January 16, 2019 10:59 AM
To: phil@clris.com
Subject: \$5.00 certification fee

Phil:

In Appendix B of our Recorder's Manual, there is a section for Certification fee. It states \$5 plus copy cost (per recorders' association agreement).

I think that may be all we have in writing....

Joan



Joan McCalmant

Linn County Recorder/Registrar

LINN COUNTY RECORDER'S OFFICE

935 2ND St. SW | Cedar Rapids, IA 52404

Ph: 319-892-5420 | Fax: 319-892-5459

LinnCounty.org/recorder



COUNTIES TO CUSTOMERS

A 2019 Campaign Kick-off

WHAT?

The County to Customers campaign is an opportunity for Recorders to reach local customers and share with them the benefits of becoming an E-submission customer. What's great about this campaign is that it allows us to reach people who have been traditionally filing documents and (hopefully) convert them into E-Submission customers.

HOW?

The Iowa Land Records' Marketing & Communications team will supply you with everything you need to communicate with your customers. All County Recorders will be provided with an extensive lead list to review. It is each Recorder's responsibility to locate a lead on the list to reach out to. Using the provided materials, you can quickly and easily reach out to our selected customer(s) via phone, letter or e-mail.

WHO?

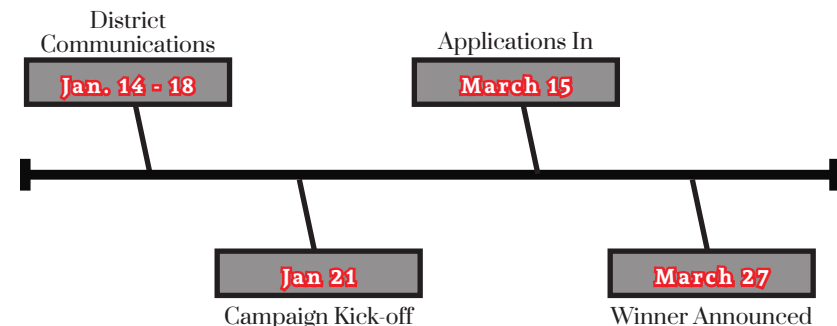
YOU! You all have customers that you see or hear from on a weekly basis, and many may be wasting time and money by continuing to use traditional filing methods. We're counting on YOU to inform them of the benefits of E-Submission. Because these people are customers you've already built relationships with, there's no awkward introduction or sales pitch, just a friendly recommendation from their local County Recorders.

WHY?

Well, because the Iowa Land Records project is YOURS! The Iowa County Recorders Association owns the ILR E-Submission service, which is the only County Recorder-run, statewide E-Submission service in the country. The people using this system are YOUR constituents and customers. It is important to keep those local faces and relationships front and center while reaching customers to explain the benefits of E-Submission. YOU know who your customers are, and YOU know how they'd best benefit from E-Submission, so we're counting on YOU to reach out and spread the word.

WHEN?

This campaign will take place throughout the first quarter of 2019 (January to March).



INCENTIVES

The district with the conversion of the most "Leads" to E-Submission Customers will be provided with 5 - \$100 Visa Gift cards. The gift cards can be used to pay for district meeting cost or can be handed off to the top Counties in their district who converted the most "Leads" to customers.

DISTRICT COMMUNICATIONS

January 14 - January 18

District leaders will reach out to County Recorders to provide information and instruction. Each district leader will also pass along a link to a Google Drive, set up just for YOUR district.

WHAT'S IN THE FOLDER?

- Interactive spreadsheet for tracking E-Submission customer leads and recruitment activity
- Materials that can be downloaded and customized for more personalized communication with your customers (e-mail template, letter template)
- Informational handouts (Top 10 E-Submission Questions and Answers, Upcoming Webinar Info Sheet)
- E-Submission Application

CAMPAIGN KICK-OFF

January 21

Once County Recorders have been notified by their district leaders and have received the link to their district's Google Drive folder, the campaign can begin.

1. Click the link to open your Google Drive folder. *TIP: Bookmark this link for repeated ease of use.*
2. Double-click on the "Prospect List" spreadsheet to open. Review the list and select 3-5 leads to reach out to throughout the course of the campaign. Type your name and County in the "Assigned to" column corresponding with the lead(s) you've selected. *NOTE: You don't necessarily have to choose prospects located in your County. For example, you may recognize a prospect from a neighboring county who often mails or submits documents over the counter.*
3. Use the variety of materials provided in the shared Google Drive folder to call, e-mail or send a letter to the prospects you selected. Simply download the documents, revise as needed, print as needed and reach out!

ALL APPLICATIONS SENT IN

March 15

County Recorders should encourage prospects to submit E-Submission applications associated with this campaign to the Iowa Land Records office by this date in order to qualify to win. Our team will monitor all applications and match applications to the appropriate districts.

WINNERS ANNOUNCED

March 27

After careful review, we will announce which district successfully converted the highest percentage of leads into

TALKING POINTS

FAST & FRIENDLY

- Quick delivery to the Recorder
- Review and action by the Recorder within 24 hours (1 full business day)
- Fast error Correction
- Speedy error correction and document turnaround

EASY & EFFICIENT

- Set up an unlimited number of users for your team
- No time spent waiting in line
- Payment information does not have to be entered for each submission
- Transaction tracking made simple with daily reports

FACTS & FIGURES

- Average of 18,672 electronic recordings monthly (2017)
- More than 1.3 million electronic recordings since 2006
- 37% of all documents E-Recorded (2017)
- All 99 Iowa Counties actively participating

SAFE & SECURE

- Secure Documents remain in your office - no more risk of getting lost in the mail
- Same thorough document redaction process you trust
- Payment method set up and maintained by E-Submitter admin only

PAYMENT & PROCESSING

- No fee to become an E-Submission customer
- No postage cost
- Charges on the day of recording
- \$3 E-Submission service fee per recorded document
- Service fee varies by payment type
- Accepts payment via ACH/EFT, credit/debit card, "drawdown" or escrow Account

Don't forget!
Find "Top 10 E-Submission Questions and Answers" in your district's Google Drive folder. Download for use as a reference document or provide as a handout to potential E-Submission customers.

New Year, New Recording Routine

The new year is here! Do you want to save money, serve your clients faster or simplify your daily routine in 2019? Take E-Submission for a test drive to eliminate extra and unnecessary steps! If you are not a current E-Submission customer, attend a Weekly Welcome Webinar in January or February to qualify for NO E-SUBMISSION SERVICE FEES in the month of March.

WEEKLY WELCOME WEBINARS

WEDNESDAY, JANUARY 30TH AT 2 PM

WEDNESDAY, FEBRUARY 6TH AT 2 PM

WEDNESDAY, FEBRUARY 13TH AT 2 PM

WEDNESDAY, FEBRUARY 20TH AT 2 PM

NEW CUSTOMER PROMO

-NO SERVICE FEES FOR ONE MONTH-

*Attend (1) NEW CUSTOMER E-Submission Webinar in January or February to qualify for
NO E-SUBMISSION SERVICE FEES IN THE MONTH OF MARCH*

**This does not include Credit/Debit card surcharge fees.*

**This promotion is only for companies that are not current E-Submission Customers.*

REGISTER AT:

IOWALANDRECORDS.TICKETBUD.COM/ESUBMISSIONWEBINAR

2019 MONTHLY WEBINAR SCHEDULE

JANUARY 30 AT 2 PM

FEBRUARY 20 AT 2 PM

MARCH 20 AT 10 AM

APRIL 17 AT 2 PM

MAY 15 AT 10 AM

JUNE 19 AT 2 PM

JULY 17 AT 10 AM

AUGUST 21 AT 2 PM

SEPTEMBER 18 AT 10 AM

OCTOBER 16 AT 2 PM

NOVEMBER 20 AT 10 AM

DECEMBER 18 AM 2 PM

House Study Bill 119 - Introduced

HOUSE FILE _____

BY (PROPOSED COMMITTEE ON
STATE GOVERNMENT BILL BY
CHAIRPERSON KAUFMANN)

A BILL FOR

1 An Act repealing the requirement that a groundwater hazard
2 statement be submitted with each declaration of value that
3 is submitted to a county recorder in order to grant, assign,
4 transfer, or convey real property.
5 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 331.606B, subsection 5, paragraph i,
2 Code 2019, is amended by striking the paragraph.

3 Sec. 2. Section 543B.3, subsection 9, Code 2019, is amended
4 to read as follows:

5 9. Prepares offers to purchase or purchase agreements,
6 listing contracts, agency disclosures, real property
7 residential and agricultural rental agreements, and real
8 property commercial rental agreements of one year or less, and
9 ~~groundwater hazard statements~~, including any modifications,
10 amendments, or addendums to these specific documents.

11 Sec. 3. REPEAL. Section 558.69, Code 2019, is repealed.

12 EXPLANATION

13 The inclusion of this explanation does not constitute agreement with
14 the explanation's substance by the members of the general assembly.

15 This bill repeals the requirement that a groundwater hazard
16 statement must be submitted with each declaration of value that
17 is submitted to a county recorder in order to grant, assign,
18 transfer, or convey real property.

19 The bill makes conforming changes.

phil@clris.com

From: Deb Winke <dwinke@co.allamakee.ia.us>
Sent: Wednesday, January 16, 2019 10:04 AM
To: phil@clris.com
Subject: FW: Time of transfer inspection question
Attachments: Binding Agree 542-0062.pdf; Binding Agree 542-0064.pdf; Demo of Buildings.pdf; Time of Transfer.pdf

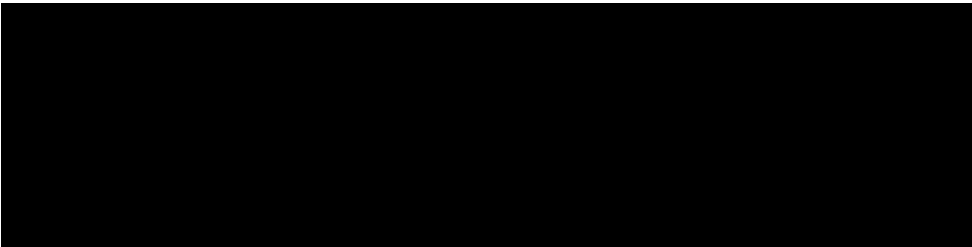
Here is the email I got from [REDACTED]. Attached is first the Binding Agree 542-0064. They need this instead of the time of transfer for future installation, Demo of Building 542.0063, Time of Transfer which has the narrative and the 2 pg inspection form 542-0191 & the sketch & then Binding Agree 542-0062 for weather related. Hope this helps.

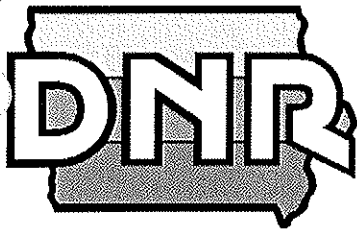
Thanks
Deb

From: [REDACTED]
Sent: Wednesday, November 28, 2018 3:16 PM
To: Deb Winke <dwinke@co.allamakee.ia.us>
Subject: Time of transfer inspection question

Hello, Deb. Your email to [REDACTED] regarding time of transfer inspection documentation was routed to me. The only documents that need to be submitted to the Recorder along with the Groundwater Hazard Statement are: A) the two page inspection form; B) a "narrative report of the inspection results"; and C) a site sketch.

That's according to the instructions at the end of the inspection form. Feel free to give me a call if you'd like to discuss further.





IOWA DEPARTMENT of NATURAL RESOURCES
TIME OF TRANSFER INSPECTION WAIVER
BINDING AGREEMENT for FUTURE INSTALLATION
542-0064

This agreement is entered into this _____ day of _____, 20____ by and
between the _____ County Board of Health and _____

It is understood that Iowa Code 455B.172(11) requires an inspection of the private sewage disposal system on all properties not specifically exempted in Iowa at the time of transfer.

The property located at _____, Iowa is subject to the inspection,
and the buyer _____ understands there is not an adequate private
sewage disposal system serving this property.

It is hereby agreed that the time of transfer inspection will not be required and the buyer agrees that a code compliant private sewage disposal system or connection to a public sewer shall be installed to serve the property and shall be completed no later than _____ day of _____, 20____

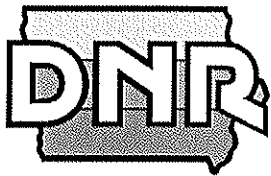
Dated the _____ day of _____, 20____.

BUYER

COUNTY BOARD OF HEALTH or
AUTHORIZED REPRESENTATIVE

This instrument was acknowledged before me on _____, 20____
by _____

Notary Public



IOWA DEPARTMENT of NATURAL RESOURCES
TIME of TRANSFER INSPECTION AGREEMENT
BINDING AGREEMENT for FUTURE INSPECTION
542-0062

This agreement, in accordance with Iowa Code 455B.172 (11), is entered into this _____ day of _____, 20____ by and between _____ County Board of Health and _____. It is agreed that due to weather or other temporary physical conditions that prevent the certified inspection of the private sewage disposal system at the property located at _____ from being conducted, that the required inspection shall be completed no later than _____, 20____. The buyer further agrees to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection.

Dated the _____ day of _____, 20____.

PROPERTY BUYER

COUNTY BOARD OF HEALTH or AUTHORIZED REPRESENTATIVE

This instrument was acknowledged before me on _____, 20____
by, _____

Notary Public

Senate File 137 - Introduced

SENATE FILE 137

BY LOFGREN

A BILL FOR

1 An Act relating to electronic transactions by permitting the
2 use of distributed ledger technology and smart contracts.
3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 554D.103, Code 2019, is amended by adding
2 the following new subsections:

3 NEW SUBSECTION. 4A. "*Distributed ledger technology*" means
4 an electronic record of transactions or other data to which all
5 of the following apply:

6 a. The electronic record is uniformly ordered.

7 b. The electronic record is redundantly maintained or
8 processed by one or more computers or machines to guarantee the
9 consistency or nonrepudiation of the recorded transactions or
10 other data.

11 c. The electronic record is validated by the use of
12 cryptography.

13 NEW SUBSECTION. 14A. "*Smart contract*" means an event-driven
14 program or computerized transaction protocol that runs on a
15 distributed, decentralized, shared, and replicated ledger that
16 executes the terms of a contract by taking custody over and
17 instructing transfer of assets on the ledger.

18 Sec. 2. Section 554D.103, subsections 4, 7, and 8, Code
19 2019, are amended to read as follows:

20 4. "*Contract*" means the total legal obligation resulting
21 from the parties' agreement as affected by [this chapter](#) and
22 other applicable law. "Contract" includes any contract secured
23 through distributed ledger technology and a smart contract as
24 defined in subsection 14A.

25 7. "*Electronic record*" means a record created, generated,
26 sent, communicated, received, or stored by electronic means.
27 "Electronic record" includes any record secured through
28 distributed ledger technology.

29 8. "*Electronic signature*" means an electronic sound, symbol,
30 or process attached to or logically associated with a record
31 and executed or adopted by a person with the intent to sign the
32 record. "Electronic signature" includes a signature that is
33 secured through distributed ledger technology.

34 Sec. 3. NEW SECTION. 554D.106A **Use of distributed ledger**
35 **technology.**

1 A person who, in engaging in or affecting interstate or
 2 foreign commerce, uses distributed ledger technology to secure
 3 information that the person owns or has the right to use
 4 retains the same rights of ownership or use with respect to
 5 such information as before the person secured the information
 6 using distributed ledger technology. This section does not
 7 apply to the use of distributed ledger technology to secure
 8 information in connection with a transaction to the extent that
 9 the terms of the transaction expressly provide for the transfer
 10 of rights of ownership or use with respect to such information.

11 Sec. 4. Section 554D.108, subsection 2, Code 2019, is
 12 amended to read as follows:

13 2. A contract shall not be denied legal effect or
 14 enforceability solely because an electronic record was used in
 15 its formation or because the contract is a smart contract or
 16 contains a smart contract provision.

17 EXPLANATION

18 The inclusion of this explanation does not constitute agreement with
 19 the explanation's substance by the members of the general assembly.

20 Code chapter 554D, the uniform electronic transactions Act,
 21 facilitates the use of electronic transactions in commerce by
 22 giving legal recognition to electronic records, signatures, and
 23 contracts. This bill modifies the Code chapter by permitting
 24 the use of distributed ledger technology and smart contracts in
 25 electronic transactions.

26 The bill defines "distributed ledger technology" as an
 27 electronic record of transactions or other data that is
 28 uniformly ordered, redundantly maintained or processed by one
 29 or more computers or machines to guarantee the consistency or
 30 nonrepudiation of the recorded transactions or other data, and
 31 is validated by the use of cryptography. The bill defines
 32 "smart contract" as an event-driven program or computerized
 33 transaction protocol that runs on a distributed, decentralized,
 34 shared, and replicated ledger that executes the terms of a
 35 contract by taking custody over and instructing transfer of

1 assets on the ledger.

2 The bill adds contracts secured through distributed ledger
3 technology and smart contracts to the definition of "contract".
4 The bill adds records secured through distributed ledger
5 technology to the definition of "electronic record". The bill
6 adds signatures that are secured through distributed ledger
7 technology to the definition of "electronic signature".

8 The bill provides that a person who, in engaging in or
9 affecting interstate or foreign commerce, uses distributed
10 ledger technology to secure information that the person owns
11 or has the right to use retains the same rights of ownership
12 or use with respect to such information as before the person
13 secured the information using distributed ledger technology,
14 unless in connection with a transaction with terms that
15 expressly provide for the transfer of rights of ownership or
16 use with respect to such information.

17 The bill provides that a contract shall not be denied legal
18 effect or enforceability solely because the contract is a smart
19 contract or contains a smart contract provision.