

ESS

Electronic Services System – Coordinating Committee Meeting

Agenda

8711 Windsor Parkway, Suite 2, Johnston, IA 50131

November 9, 2021

9:00 A.M. to 2:00 P.M.

- Welcome and Introductions
- October 4, 2021 – Joint ESS/ICRA Governance Meeting – Approval
- August 10, 2021 – ESS Coordinating Committee Meeting Summary – Approval
- 2022 Meeting Schedule – Approval
- ESS Financial & Strategic Review – Discussion
 - Revenue/Expense Trends
- Financial Reports – Approval
 - BOA 2021 3rd Quarter Reports
 - Fund 255 FY 2022 1st Quarter Reports
 - 2022 Banking Resolution - Discussion
- ILR Budget Review and Action
 - BOA CY 2021 Final Budget Amendment – Approval
 - BOA CY 2022 Budget – Approval
- ESS Transition Actions
 - ESS BOA Account Authorization – Approval
 - ESS PEO/Employment Transition Authorization – Approval
 - ESS Other Service Providers Transition Authorization – Approval
 - ESS Employment Authorization - Approval
 - Marketing Director
 - Marketing Coordinator
 - Policy Director
 - CRM & QA Assistant
- BOA Reserve Fund Allocations – Approval
- Community Bankers of Iowa – Board Presentation
Special Order – [12:45 PM]
- Contracts and Agreements
 - Local Service Provider FY 2022 COLA – Discussion
 - Bergan KDV CY 2022 Engagement – Approval
 - Rafferty Group CY 2022 Engagement – Approval
 - Brick Gentry CY 2022 Engagement – Approval
 - Enterprise Iowa CY 2022 Extension – Approval
 - ESS/Enterprise Iowa MOU Amendment and Transition Plan – Approval
 - ILR Staff Compensation Adjustments – Approval
 - First American Data Access Authorization – Approval
 - Lean Techniques Work Authorization – Approval
 - We Write Code Work Authorization – Approval

ESS

Electronic Services System – Coordinating Committee Meeting

Agenda

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- **Governance – Discussion**
 - 28E Legislation and 28E Amendment Status
 - Groundwater Hazard Process Concept
 - Smart Contracts
 - Terms of Use - Portal Registration Policy
 - Stakeholder Communications
 - ESS Nominations
 - Updated Policies and Procedures
- **Key Project Updates – Discussion**
 - Development Updates
 - Communications Subcommittee Update
 - Deputies Conference
 - ILR Operations Update
 - PRIA Communications
 - Operating Policies
 - eRecording Best Practices
 - Restrictive Covenants
 - SECURE Notarization Act
- **Adjourn - Next Regular Meeting - February, 2022**

ESS Coordinating Committee and ICRA Executive Board

October 4, 2021

Members Present: ICRA Executive Board - Kathy Jurries, Deb Kupka, Melissa Bahnsen, Travis Case, Stacie Herridge, and Kris Colby

Members Present: ESS Coordinating Committee - Deb Kupka, Lindsay Laufersweiler, Jolynn Goodchild, Nancy Booten, Melissa Bahnsen, Julie Haggerty, and Jonathan Lewis

Other Participants: Mindy Fitzgibbon, Kati Ross, Phil Dunshee, Lisa Long and Steve Brick

Welcome

A special meeting of the ESS Executive Board and the ESS Coordinating Committee was held via web conference. The meeting was called to order and introductions were made.

28E Amendment – Final Adoption

The Project Manager reported that the ESS Executive Board and the Standards Subcommittee had reviewed the 28E amendment. Changes were made to fix minor typographical errors. Language was also added to address procedures for filling a vacancy. The Coordinating Committee and Executive board were reminded that the amendment had been thoroughly vetted by all parties including ISAC legal counsel. Given that the ESS Executive Board is the governing authority for the Electronic Services System they were asked to join the meeting for final approval and adoption of the 28E amendment.

Lindsay Laufersweiler made a motion to approve the agreement amendment. Julie Haggerty, seconded and the motion was approved. The Project Manager reminded attendees that the amendment will be submitted to County Boards of Supervisors for approval. Non-member counties will then be invited to join the 28E agreement.

First Supplement- ESS 28E Agreement

Steve Brick, ESS Legal Counsel with Brick Gentry Law reported that the addition of a new party would cause for a minor amendment to the final 28E and the parties would be added to the list of parties in the original agreement. A “First Supplement” form was presented. Melissa Bahnsen made a motion to approve the form. Travis Case seconded and the motion was approved.

The Project Manager reported that an update on the 28E amendment will be presented to the full Association in Dubuque at the upcoming conference. ISAC will also distribute information to county Boards of Supervisors. If a majority of counties vote to approve the amendment, it will be filed with the Secretary of State. It will then be submitted via e-submission to all counties to be recorded.

First American Data Access Authorization

A request from First American Data to have conduct research using the Iowa Land Records website was presented for discussion. This would be similar to the arrangements currently in place with Core Logic. This will be considered at a future meeting of the ESS Coordinating Committee, and no action was taken.

The meeting was adjourned at 2:30 PM.

Electronic Services System

Coordinating Committee

Meeting Summary

August 10, 2021

Participants

Deb Kupka, Tama County Recorder
Denise Baker, Wright County Recorder
Julie Haggerty, Polk County Recorder
Kathy Jurries, Calhoun County
Lindsay Laufersweiler, Webster County Recorder

Melissa Bahnsen, Cedar County Recorder
Nancy Booten, Lee County Recorder
Jamie Stargell, Adams County
Johnathan Lewis, Title Services Des Moines
Eric Sloan, ICIT

Other Participants

Tim Peters, Iowa Land Title Association
Bob Rafferty, The Rafferty Group
Andrew Howe, Bergan KDV
Phil Dunshee, Iowa Land Records
Lisa Long, Iowa Land Records

Rachel Ong, The Rafferty Group
Robert Endress, Denman and Company
Kati Ross, Iowa Land Records
Leah Champion, Iowa Land Records

Welcome

A special meeting of the ESS Coordinating Committee was held in person at the Iowa Land Records office and via webconference. The meeting was called to order by the Coordinating Committee Chair Deb Kupka. Introductions were made.

Meeting Summary

The June 22, 2021, meeting summary was reviewed. Lindsay Laufersweiler made a motion to approve the Meeting Summary pending the addition of Jolynn Goodchild and Julie Haggerty to the attendee list. Nancy Booten seconded, and the motion was approved.

Financial Reports

The quarterly financial reports were presented. Julie Haggerty made a motion to approve the quarterly financial reports. Denise Baker seconded, and the motion was approved.

CY 2020 Audit

Robert Endress from Denman and Company provided an overview of the CY 2020 audit report, providing detail about the process and result. Endress reported that the audit process resulted in a clean report which fairly represented the financial status of the system. The Project Manager informed the Committee that the 990 tax return has been filed, and once approved, the audit report will be filed. Nancy Booten made a motion to approve the CY 2020 audit report. Julie Haggerty seconded the motion, and it was approved.

ILR Budget Review and Action

BOA CY 2021 Budget Amendment

The Project Manager presented a budget amendment related to an increase in insurance premium expenses. The policies are in place to protect the project and the association. Revenue increased substantially in 2020, and this is a measure factored in by the underwriters. The budget amendment presented recognizes the increased insurance premium payments made. A motion was made by Lindsay Laufersweiler to approve the insurance budget amendment. Julie Haggerty seconded the motion, and it was approved.

BOA Reserve Fund Allocations

The Committee was reminded of actions taken to build up the reserve funds, and was presented with a memo from the Project Manager recommending a reserve fund allocation of \$84,000 to the Software Development and Equipment Fund. Nancy Booten made a motion to approve the reserve fund allocation as presented. Denise Baker seconded the motion, and the motion was approved.

Application Changes

Exemption Change Workflow-Recorder Actions

The Project Manager provided background on the work flow for exemption changes in E-Submission. An application change to remove the option for recorders to change an exemption was proposed. The best practice would be to simply reject a document or group with an exemption error. This change was reviewed and recommended by the ESS Standards Subcommittee for adoption. Lindsay made a motion to approve the exemption workflow change, and Julie Haggerty seconded the motion.

Grantor/Grantee Data

The Committee discussed grantors and grantees e-submission errors and various ways to reduce rejections. Lindsay Laufersweiler made a motion to table the grantor/grantee work flow discussion and refer back to standards committee for more consideration. Julie Haggerty seconded the motion, and it was passed.

Contracts and Agreements

Lean Techniques and We Write Code Work Authorization

The Project Manager provided an overview of development work planned for the software development vendors Lean Techniques and We Write Code, requesting authorization to move forward with the scope of work for each vendor. Julie Haggerty made a motion to approve the planned work authorizations for Lean Techniques and We Write Code. Nancy Booten seconded, and the motion was approved.

Iowa Department of Revenue Recording Extension

The Committee was presented with a contract extension for the Iowa Department of Revenue that would extend the contract through August 31, 2022. Lindsay Laufersweiler made a motion to approve the Department of Revenue contract extension. Denise Baker seconded the motion, and the motion was approved.

Governance – Discussion

28E Legislation and 28E Amendment

The Project Manager provided background about House File 527, which allowed for amendments to the 28E agreement. The Committee reviewed the proposed amendment to the 28E, and Nancy Booten made a motion to approve the amendment to 28E agreement. Lindsay Laufersweiler seconded the

motion, and it was passed pending the approval of the Iowa County Recorders Association Executive Board.

House File 837 Reports

The Committee was informed of the final language included in House File 837. The language clarified the fees for E-Submission and resolved some ambiguity in the previous statute. A report is also required by January 2022.

Groundwater Hazard Initiative

The Project Manager discussed with the Committee the history of trying to advance legislation to improve processes relating to the groundwater hazard statements. The legislation was not advanced in the 2021 session, and the Project Manager proposed to the Committee that the policy change be presented as an ESS bill in the 2022 legislative session.

Smart Document Recording

The Committee was informed that the general assembly and governor acted to authorize smart documents, legalizing the use of distributed ledger technology to transfer assets. Participants discussed the future of what electronic real estate transactions may look like as well as methods for protecting the public interest.

Portal Registration Policy

The Project Manager informed the Committee of issues relating to the usage of the land records data base and search engine, and efforts to prevent uses which are contrary to the Terms of Use. Legislation may be needed to reinforce the authority of ESS to enact policies that will protect the system from misuse.

Lindsay Laufersweiler made a motion to move forward with the development of legislative proposals regarding Groundwater Hazard Statements, Smart Documents, and the ESS Terms of Use policies. Julie Haggerty seconded the motion, and it was approved.

Policies and Procedures

Chapter 1 – Comprehensive

The Project Manager presented draft amendments to Chapter 1 of the Policies and Procedures that reflect the recently passed fee-flexibility legislation, law enforcement redaction legislation, as well as other changes. Lindsay Laufersweiler made a motion to approve amendments to the Chapter 1 Policies and Procedures to reflect recent legislation and current practices. Nancy Booten seconded the motion, and it was passed.

Chapter 1 – 28E

The Project Manager provided draft updates to the Policies and Procedures document in order to better reflect the proposed amendments to the ESS 28E agreement. Some of the substantive changes include replacing the executive board with the Coordinating Committee as the ILR governing board, adding various terms, and removing references to back scanning from official ESS mission. A motion was made by Julie Haggerty to approve amendments to Chapter 1 of the Policies and Procedures document relating to 28E subject to adoption of the 28E amendment by the ESS membership. The motion was seconded by Denise Baker and was approved.

Chapter 7 – Terms of Use

The Project Manager presented the Committee with various technical and definition changes proposed for Chapter 7 concerning Terms of Use for ESS and Iowa Land Records systems. The new language includes more specific restraints and penalties for users who violate the Terms of Use. Nancy Booten made a motion to accept the changes to Chapter 7. Julie Haggerty seconded. The motion was approved.

Section 6.8 – SF 342 – Information Shielding

The Project Manager presented proposed updates to Section 6.8 in response to new legislation allowing peace officers and law enforcement offers to request electronic document redaction. The Committee discussed the new legislation and reviewed the draft policy recommended by the Standards Subcommittee. Lindsay Laufersweiler made a motion to adopt amendments relating to information shielding. Julie Haggerty seconded the motion, and it was approved.

Section 5.4 Electronically Signed Documents and Notarial Acts and Smart Documents (Block Chain)

The Project Manager proposed changes to Section 5.4 to clarify the process of recording electronically signed or notarized documents and smart documents. The changes are intended to remove doubt about what would be accepted. Lindsay Laufersweiler made a motion to accept the proposed policy changes. Nancy Booten seconded the motion, and it was approved.

Restrictive Covenants

The Committee discussed an emergent trend where some groups are advocating that anything relating to a restrictive covenant (redlining, illegal discrimination) should be expunged from the public record. The Project Manager informed the Committee of participation in work groups with PRIA focused on the issue and how to approach it.

Communications Update

Kati Ross provided an overview of ongoing communication and marketing efforts. She informed the Committee of efforts being taken to schedule the seminar series tour across 58 Iowa counties, as well as planning efforts for the upcoming Iowa Land Records Deputies Conference.

PRIA Policy Updates

The Project Manager explained to the Committee various advocacy efforts being made to improve the transparency of the PRIA organization. The Committee was informed that PRIA has updated its policies and adopted new language aimed at showing more openness and transparency within the organization.

The meeting was adjourned at 1:58 PM.

Next Regular Meeting November 9, 2021

2022 ESS Calendar

ESS Coordinating Committee

Thursday, February 10th

Tuesday, May 10th

Tuesday, August 9th

Thursday, November 10th

Finance Subcommittee

Thursday, January 6th

Tuesday, February 8th

Tuesday, March 8th

Thursday, April 7th

Thursday, May 5th

Tuesday, June 7th

Thursday, July 7th

Thursday, August 4th

Thursday, September 8th

Thursday, October 6th

Tuesday, November 8th

Thursday, December 8th

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ESS Communications & Marketing Subcommittee

Thursday, January TBD

Thursday, April TBD

Thursday, July TBD

Thursday, October TBD

2022 ESS Calendar

ESS Standards Subcommittee (Quarterly)

Tuesday, January 18

Tuesday, April 19

Tuesday, July 19

Tuesday, October 18 (subject to ICRA Conference dates)

Local Service Provider Calls (Quarterly)

January TBD

April TBD

July TBD

October TBD

ICRA Conference

October TBD

ILR Deputies Conference

September TBD

ICRA District Meetings

Dates and Locations reported by District Officers

ISAC

ISAC University (January 19)

Statewide Supervisors Meeting – TBD

ISAC Spring Conference – March 10-11

ISAC Annual Conference – August 24-26

2022 ESS Calendar

PRIA

Winter Symposium (Phoenix) – February 14-17

Annual Conference (Ft. Lauderdale) – August 29 to September 1

MISMO

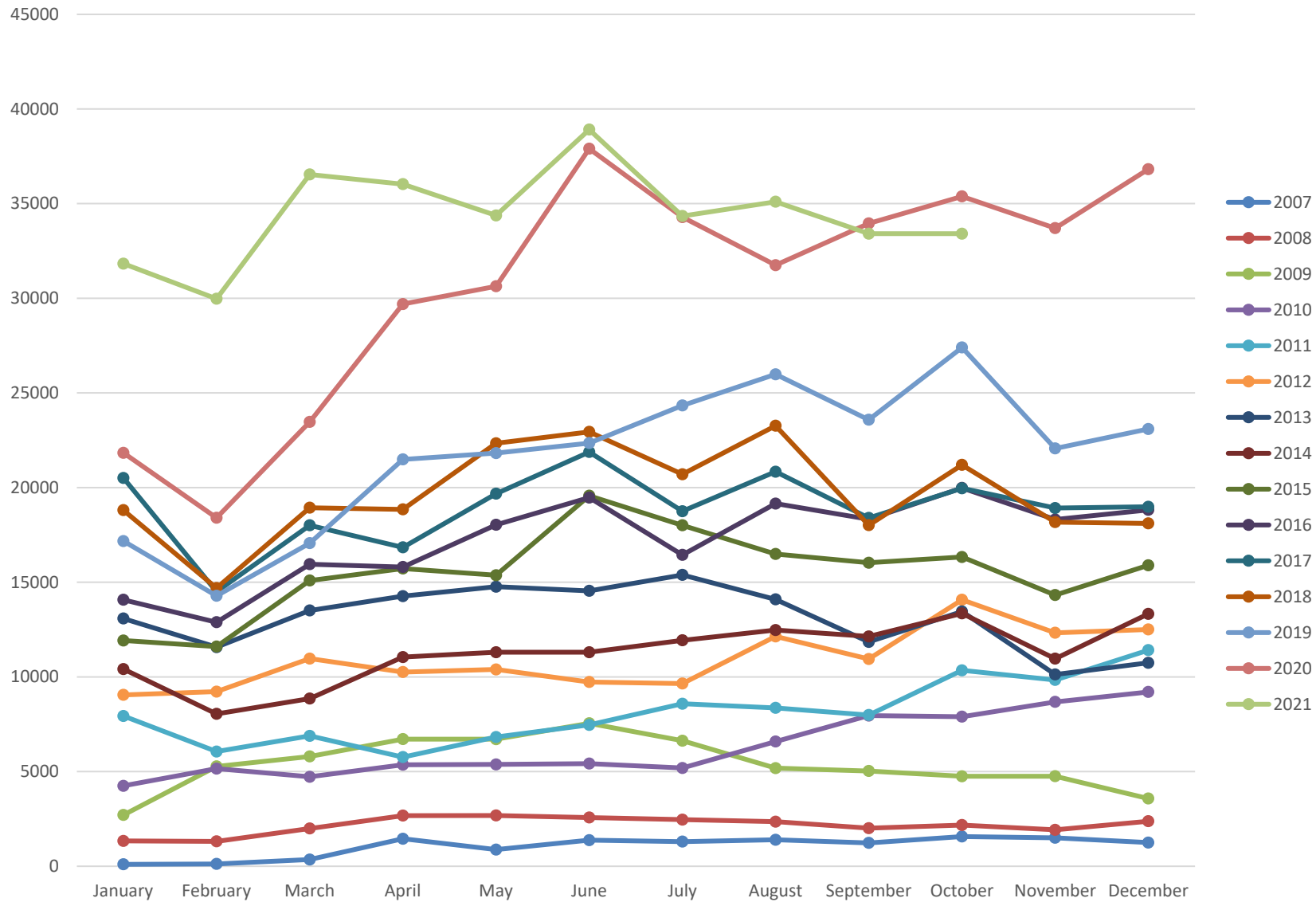
Winter Summit (Clearwater, FL) January 10-13

Spring Summit (Charleston, SC) June 6-10

Fall Summit (Washington, DC) August 29 – September 2

DRAFT

E-Submission Trends





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IOWA COUNTY RECORDERS ASSOCIATION INC
8711 WINDSOR PKWY STE 2
JOHNSTON, IA 50131-2296

Your Full Analysis Business Checking Preferred Rewards for Bus Platinum Honors

for September 1, 2021 to September 30, 2021

Account number: [REDACTED]

IOWA COUNTY RECORDERS ASSOCIATION INC

Account summary

Beginning balance on September 1, 2021	\$1,291,351.28
Deposits and other credits	3,252,380.58
Withdrawals and other debits	-3,191,137.78
Checks	-58,673.63
Service fees	-915.30
Ending balance on September 30, 2021	\$1,293,005.15

of deposits/credits: 109

of withdrawals/debits: 173

of days in cycle: 30

Average ledger balance: \$1,274,653.39

Iowa County Recorders Association

Profit & Loss

11/02/21

January through September 2021

Accrual Basis

	Jan - Sep 21
Income	
Budgeted Income	
41000 · Event Income	
41100 · ILR Conference Registration	1,850.00
Total 41000 · Event Income	1,850.00
42000 · POSSERVICEFEE	72,903.12
43000 · SERVICEFEE	
43100 · ACH	832,911.00
43200 · CC	72,269.19
43300 · DRAWDOWN	59,199.00
Total 43000 · SERVICEFEE	964,379.19
47000 · Fund 255 Reimbursement	443,400.16
48200 · Local Serv. Prov. Maint. Acct.	
48100 · Cost Sharing Credit	-145,248.02
48200 · Local Serv. Prov. Maint. Acct. - Other	283,623.71
Total 48200 · Local Serv. Prov. Maint. Acct.	138,375.69
Total Budgeted Income	1,620,908.16
49000 · Revolving Income	
49300 · ERECORDING	
49100 · AUDITORFEE	311,430.00
49200 · TRANSFERTAX	15,155,357.30
49300 · ERECORDING - Other	8,482,151.00
Total 49300 · ERECORDING	23,948,938.30
49600 · POSPAYMENT	2,427,234.89
49900 · Misc. Revolving Income	50.00
Total 49000 · Revolving Income	26,376,223.19
Total Income	27,997,131.35
Gross Profit	27,997,131.35
Expense	
Budgeted Expenses	
Office Tech Support	0.00
60000 · Administration	
60100 · Annual Audit	7,450.00
60200 · Accounting Software-Services	5,155.29
60300 · Bookkeeping-CPA-990	41,850.00
60400 · Project Manager	103,425.00
60500 · Professional Fees	
60510 · Legal	13,500.00
60520 · Government Relations	14,500.00
60530 · Human Resources-Oasis	4,104.04
Total 60500 · Professional Fees	32,104.04
60600 · Insurance Expense	34,231.39
60700 · Ess Meetings	1,675.42

Iowa County Recorders Association

Profit & Loss

January through September 2021

	Jan - Sep 21
60800 · Office Operations	
60810 · Office Space Lease	24,750.00
60820 · Office Supplies	243.39
60830 · Official Publication Expense	272.14
60850 · Teleconference	1,743.65
60860 · Telephone/Internet	4,950.00
60870 · Office Tech Support	7,200.00
60880 · Printing and Copying (Color-BW)	2,250.00
60890 · Miscellaneous	69.91
Total 60800 · Office Operations	41,479.09
Total 60000 · Administration	267,370.23
61000 · Marketing-Communications	
61100 · Marketing Director	53,040.00
61200 · Administrative/Market Support	49,252.50
61300 · Education and Outreach	
61310 · ILR Annual Conference	3,404.86
61320 · Tradeshow/Exhibits/Sponsorship	1,565.00
61330 · Seminars & Workshops	2,682.36
61340 · Memberships	1,350.00
61350 · Conferences & Meetings	3,865.40
61360 · Campaigns	13.00
61370 · Software & Hosted Services	5,002.44
61390 · Promotional Expenses	2,106.66
Total 61300 · Education and Outreach	19,989.72
Total 61000 · Marketing-Communications	122,282.22
62000 · Customer Support	
62100 · Account Manager	59,606.13
Total 62000 · Customer Support	59,606.13
64000 · ILR System Operations	
64100 · Development Team	
64110 · Technical Lead	105,959.85
64120 · Senior Developer	28,138.52
64130 · Technical Support & Development	71,234.67
Total 64100 · Development Team	205,333.04
64200 · External Development & Services	
64210 · FF Redaction Services	71,921.68
64211 · BF Redaction Services	8,233.85
64240 · Data Center & Hosting Services	27,476.10
64250 · Domain Registration	59.52
Total 64200 · External Development & Services	107,691.15
64300 · Software License-Maintenance	44,912.71
64500 · Computing & Equip (CAP)	
64510 · Developer Equipment	125.83
64520 · System Equipment	10,140.45
Total 64500 · Computing & Equip (CAP)	10,266.28
Total 64000 · ILR System Operations	368,203.18
64400 · POS Credit Card Setup-Support	
64410 · Local Credit Card Equipment	598.00
Total 64400 · POS Credit Card Setup-Support	598.00
65000 · Local Maint. Expense	287,952.52
66000 · Payment Expenses	
66100 · Bank Account Analysis Fee	8,139.25
66200 · Bank Service Charges	90.00

Iowa County Recordors Association

Profit & Loss

January through September 2021

	Jan - Sep 21
66300 · Gateway Transaction Fees	
66315 · ProfSolOnlineTransFees	43,627.74
66310 · Vericheck OnlineTransactionFees	23,572.95
66320 · POSTransactionsFees	53,565.55
Total 66300 · Gateway Transaction Fees	120,766.24
Total 66000 · Payment Expenses	128,995.49
Total Budgeted Expenses	1,235,007.77
Planned Reserve Expenses	
Software Development-Consulting	71,452.50
Total Planned Reserve Expenses	71,452.50
61500 · Depreciation Expense	136,134.36
61600 · Bad Debt Expense	71.25
70000 · RevolvingExpenses	
ESSPayments	
70100 · COUNTYDISTRIBUTION	23,948,901.60
70200 · POSDISTRIBUTION	2,422,749.80
Total ESSPayments	26,371,651.40
Total 70000 · RevolvingExpenses	26,371,651.40
Total Expense	27,814,317.28
Net Income	182,814.07

Iowa County Recorders Association

Profit & Loss- Budgeted Only

January through September 2021

	Jan - Sep 21
Income	
BudgetedIncome	
41000 · Event Income	
41100 · ILR Conference Registration	1,850.00
Total 41000 · Event Income	1,850.00
42000 · POSSERVICEFEE	72,903.12
43000 · SERVICEFEE	
43100 · ACH	832,911.00
43200 · CC	72,269.19
43300 · DRAWDOWN	59,199.00
Total 43000 · SERVICEFEE	964,379.19
47000 · Fund 255 Reimbursement	443,400.16
48200 · Local Serv. Prov. Maint. Acct.	
48100 · Cost Sharing Credit	-145,248.02
48200 · Local Serv. Prov. Maint. Acct. - Other	283,623.71
Total 48200 · Local Serv. Prov. Maint. Acct.	138,375.69
Total BudgetedIncome	1,620,908.16
Total Income	1,620,908.16
Gross Profit	1,620,908.16
Expense	
Budgeted Expenses	
Office Tech Support	0.00
60000 · Administration	
60100 · Annual Audit	7,450.00
60200 · Accounting Software-Services	5,155.29
60300 · Bookkeeping-CPA-990	41,850.00
60400 · Project Manager	103,425.00
60500 · Professional Fees	
60510 · Legal	13,500.00
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60890 · Miscellaneous	69.91
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Total 60000 · Administration	267,126.84
61000 · Marketing-Communications	
61100 · Marketing Director	53,040.00
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Iowa County Recorders Association
Profit & Loss- Budgeted Only
January through September 2021

	Jan - Sep 21
61300 · Education and Outreach	
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Total 62000 · Customer Support	59,606.13
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64100 · Development Team	
64110 · Technical Lead	105,959.85
64120 · Senior Developer	28,138.52
64130 · Technical Support & Development	71,234.67
Total 64100 · Development Team	205,333.04
64200 · External Development & Services	
64210 · FF Redaction Services	71,921.68
64211 · BF Redaction Services	8,233.85
64240 · Data Center & Hosting Services	27,476.10
Total 64200 · External Development & Services	107,631.63
64300 · Software License-Maintenance	44,912.71
64500 · Computing & Equip (CAP)	
64510 · Developer Equipment	125.83
64520 · System Equipment	10,140.45
Total 64500 · Computing & Equip (CAP)	10,266.28
Total 64000 · ILR System Operations	368,143.66
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64410 · Local Credit Card Equipment	598.00
Total 64400 · POS Credit Card Setup-Support	598.00
65000 · Local Maint. Expense	287,952.52
66000 · Payment Expenses	
66100 · Bank Account Analysis Fee	8,139.25
66200 · Bank Service Charges	90.00
66300 · Gateway Transaction Fees	
66310 · Vericheck OnlineTransactionFees	23,572.95
66320 · POSTransactionsFees	53,565.55
Total 66300 · Gateway Transaction Fees	77,138.50
Total 66000 · Payment Expenses	85,367.75
Total Budgeted Expenses	1,191,077.12
Total Expense	1,191,077.12
Net Income	429,831.04

Iowa County Recordors Association

Balance Sheet

As of September 30, 2021

	Sep 30, 21
ASSETS	
Current Assets	
Checking/Savings	
10800 · BOA-Settlement	
108100 · Unrestricted Reserve Account	38,399.40
108200 · Software Dev & Equip Maint Rsrv	635,118.60
108400 · Restricted Operating Reserve	100,000.00
10800 · BOA-Settlement - Other	947,147.58
Total 10800 · BOA-Settlement	1,720,665.58
Total Checking/Savings	1,720,665.58
Accounts Receivable	
12000 · Accounts Receivable	72,183.14
Total Accounts Receivable	72,183.14
Other Current Assets	
Ask Phil	15.00
13000 · Due from State	73,273.83
14000 · Prepaid Expenses	150,654.11
Total Other Current Assets	223,942.94
Total Current Assets	2,016,791.66
Fixed Assets	
17000 · Computer Equipment	1,099,025.95
17900 · Asset in Process	96,092.01
18000 · Accumulated Depreciation	-808,567.92
Total Fixed Assets	386,550.04
TOTAL ASSETS	2,403,341.70
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	25,527.05
Total Accounts Payable	25,527.05
Credit Cards	
21000 · Corp-BOA Visa 2026	10,111.25
Total Credit Cards	10,111.25
Other Current Liabilities	
22000 · Accrued Compensation	41,014.67
22500 · Deferred Revenues	138,500.42
24000 · DRAWDOWN	70,842.80
Total Other Current Liabilities	250,357.89
Total Current Liabilities	285,996.19
Total Liabilities	285,996.19
Equity	
30000 · Retained Earnings	1,934,531.44
Net Income	182,814.07
Total Equity	2,117,345.51
TOTAL LIABILITIES & EQUITY	2,403,341.70

Iowa County Recorders Association

Profit & Loss Budget vs. Actual

January through September 2021

	Jan - Sep 21	Budget	\$ Over Budget
Income			
Budgeted Income			
41000 · Event Income			
41100 · ILR Conference Registration	1,850.00	6,700.00	-4,850.00
41200 · Sponsorship	0.00	200.00	-200.00
Total 41000 · Event Income	1,850.00	6,900.00	-5,050.00
42000 · POSSERVICEFEE	72,903.12	52,596.79	20,306.33
43000 · SERVICEFEE			
43100 · ACH	832,911.00	0.00	832,911.00
43200 · CC	72,269.19	0.00	72,269.19
43300 · DRAWDOWN	59,199.00	0.00	59,199.00
43000 · SERVICEFEE - Other	0.00	735,742.91	-735,742.91
Total 43000 · SERVICEFEE	964,379.19	735,742.91	228,636.28
47000 · Fund 255 Reimbursement	443,400.16	458,027.20	-14,627.04
48200 · Local Serv. Prov. Maint. Acct.			
48100 · Cost Sharing Credit	-145,248.02	-145,248.02	0.00
48200 · Local Serv. Prov. Maint. Acct. - Other	283,623.71	285,431.08	-1,807.37
Total 48200 · Local Serv. Prov. Maint. Acct.	138,375.69	140,183.06	-1,807.37
Total Budgeted Income	1,620,908.16	1,393,449.96	227,458.20
Total Income	1,620,908.16	1,393,449.96	227,458.20
Gross Profit	1,620,908.16	1,393,449.96	227,458.20
Expense			
Budgeted Expenses			
60000 · Administration			
60100 · Annual Audit	7,450.00	8,125.00	-675.00
60200 · Accounting Software-Services	5,155.29	5,175.89	-20.60
60300 · Bookkeeping-CPA-990	41,850.00	41,850.00	0.00
60400 · Project Manager	103,425.00	103,425.00	0.00
60500 · Professional Fees			
60510 · Legal	13,500.00	13,500.00	0.00
60520 · Government Relations	14,500.00	14,500.00	0.00
60530 · Human Resources-Oasis	4,104.04	4,530.00	-425.96
Total 60500 · Professional Fees	32,104.04	32,530.00	-425.96
60600 · Insurance Expense	34,231.39	34,231.39	0.00
60700 · Ess Meetings	1,675.42	1,700.00	-24.58
60800 · Office Operations			
60810 · Office Space Lease	24,750.00	24,750.00	0.00
60820 · Office Supplies	243.39	150.00	93.39
60830 · Official Publication Expense	272.14	367.23	-95.09
60840 · Postage	0.00	55.00	-55.00
60850 · Teleconference	1,743.65	2,677.66	-934.01
60860 · Telephone/Internet	4,950.00	4,950.00	0.00
60870 · Office Tech Support	7,200.00	7,200.00	0.00
60880 · Printing and Copying (Color-BW)	2,250.00	2,250.00	0.00
60890 · Miscellaneous	69.91	69.91	0.00
Total 60800 · Office Operations	41,479.09	42,469.80	-990.71
Total 60000 · Administration	267,370.23	269,507.08	-2,136.85
61000 · Marketing-Communications			
61100 · Marketing Director	53,040.00	53,560.00	-520.00
61200 · Administrative/Market Support	49,252.50	49,788.75	-536.25

Iowa County Recorders Association

Profit & Loss Budget vs. Actual

January through September 2021

	Jan - Sep 21	Budget	\$ Over Budget
61300 · Education and Outreach			
61310 · ILR Annual Conference	3,404.86	0.00	3,404.86
61320 · Tradeshows/Exhibits/Sponsorship	1,565.00	1,715.00	-150.00
61330 · Seminars & Workshops	2,682.36	0.00	2,682.36
61340 · Memberships	1,350.00	1,525.00	-175.00
61350 · Conferences & Meetings	3,865.40	2,792.00	1,073.40
61360 · Campaigns	13.00	550.00	-537.00
61370 · Software & Hosted Services	5,002.44	5,516.64	-514.20
61380 · Marketing Supplies	0.00	225.00	-225.00
61390 · Promotional Expenses	2,106.66	0.00	2,106.66
Total 61300 · Education and Outreach	19,989.72	12,323.64	7,666.08
Total 61000 · Marketing-Communications	122,282.22	115,672.39	6,609.83
62000 · Customer Support			
62100 · Account Manager	59,606.13	61,197.61	-1,591.48
Total 62000 · Customer Support	59,606.13	61,197.61	-1,591.48
64000 · ILR System Operations			
64100 · Development Team			
64110 · Technical Lead	105,959.85	107,392.99	-1,433.14
64120 · Senior Developer	28,138.52	66,216.34	-38,077.82
64130 · Technical Support & Development	71,234.67	73,659.60	-2,424.93
64140 · Developer Training	0.00	3,300.00	-3,300.00
Total 64100 · Development Team	205,333.04	250,568.93	-45,235.89
64200 · External Development & Services			
64210 · FF Redaction Services	71,921.68	75,594.69	-3,673.01
64211 · BF Redaction Services	8,233.85	6,084.42	2,149.43
64240 · Data Center & Hosting Services	27,476.10	27,711.60	-235.50
64250 · Domain Registration	59.52	29.76	29.76
Total 64200 · External Development & Services	107,691.15	109,420.47	-1,729.32
64300 · Software License-Maintenance	44,912.71	49,613.37	-4,700.66
64500 · Computing & Equip (CAP)			
64510 · Developer Equipment	125.83	0.00	125.83
64520 · System Equipment	10,140.45	10,000.00	140.45
Total 64500 · Computing & Equip (CAP)	10,266.28	10,000.00	266.28
Total 64000 · ILR System Operations	368,203.18	419,602.77	-51,399.59
64400 · POS Credit Card Setup-Support			
64410 · Local Credit Card Equipment	598.00	0.00	598.00
Total 64400 · POS Credit Card Setup-Support	598.00	0.00	598.00
65000 · Local Maint. Expense	287,952.52	288,699.22	-746.70
66000 · Payment Expenses			
66100 · Bank Account Analysis Fee	8,139.25	8,535.41	-396.16
66200 · Bank Service Charges	90.00	90.00	0.00
66300 · Gateway Transaction Fees			
66315 · ProfSolOnlineTransFees	43,627.74	43,910.57	-282.83
66310 · Vericheck OnlineTransactionFees	23,572.95	22,440.84	1,132.11
66320 · POSTransactionsFees	53,565.55	50,742.14	2,823.41
Total 66300 · Gateway Transaction Fees	120,766.24	117,093.55	3,672.69
Total 66000 · Payment Expenses	128,995.49	125,718.96	3,276.53
Total Budgeted Expenses	1,235,007.77	1,280,398.03	-45,390.26

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Accrual Basis

Iowa County Recorders Association
Profit & Loss Budget vs. Actual
January through September 2021

	Jan - Sep 21	Budget	\$ Over Budget
Planned Reserve Expenses			
Software Development-Consulting	71,452.50		
Total Planned Reserve Expenses	71,452.50		
Total Expense	1,306,460.27	1,280,398.03	26,062.24
Net Income	314,447.89	113,051.93	201,395.96

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Accrual Basis

Iowa Land Records - Fund 255

Profit & Loss

July through September 2021

	Jul - Sep 21
Ordinary Income/Expense	
Income	
E-Recording Fee	196,650.01
Interest	144.96
Total Income	196,794.97
Expense	
ESS Expense Reimbursement	152,842.03
Total Expense	152,842.03
Net Ordinary Income	43,952.94
Net Income	43,952.94

Iowa Land Records - Fund 255

Balance Sheet

As of September 30, 2021

	Sep 30, 21
ASSETS	
Current Assets	
Checking/Savings	
State Treasurer	643,804.07
Total Checking/Savings	643,804.07
Total Current Assets	643,804.07
TOTAL ASSETS	643,804.07
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	72,133.98
Total Accounts Payable	72,133.98
Total Current Liabilities	72,133.98
Total Liabilities	72,133.98
Equity	
Retained Earnings	527,717.15
Net Income	43,952.94
Total Equity	571,670.09
TOTAL LIABILITIES & EQUITY	643,804.07

BUDGETED INCOME AND EXPENSES
CY 2021
Proposed Amendment

			2021												2021	2021	
			January	February	March	April	May	June	July	August	September	October	November	December	Actual	Amended Budget 051121	Difference
Income																	
	BudgetedIncome																
		Bad Payment Fee	0	0	0	0	0	0	0	0	0	120	0	0	120	0	120
		Misc. Income	0	0	0	0	0	0	0	0	0	0	0	200	200	200	0
		Event Income	0	0	0	0	0	0	0	800	1050	650	0	0	2500	6700	-4200
		ILR Conferences Registration Sponsorships	0	0	0	0	0	0	0	0	0	0	0	0	0	200	-200
		POSSERVICEFEE	6661.83	4500.74	7695.43	8509.65	7508.92	10758.59	9487.07	9121.71	8659.18	7079.41	5750	5750	91482.53	69846.79	21635.74
		ERECORDING SERVICEFEE															
		ACH															
		CC															
		DRAWDOWN															
		Total SERVICEFEE	97973.19	92448.4	113322.51	111054.76	106044.42	120261.86	108506.12	109843.63	104924.3	105889.78	72000	72000	1214268.97	951742.91	262526.06
		Expense Reimbursement - 255	68522.11	78886.23	32687.05	32931.81	42099.62	35406.45	32905.45	47827.46	72133.98	87771.02	49000	49000	629171.18	605027.2	24143.98
		Local Service Provider Maint.	0	0	0	-144383.3	0	-864.72	0	0	0	0	0	0	-145248.02	-145248.02	0
		Cost Sharing Credit	0	0	0	280774.38	0	2849.33	0	0	0	0	0	0	283623.71	285431.08	-1807.37
		Local Maintenance Share	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total BudgetedIncome		173157.13	175835.37	153704.99	288887.3	155652.96	168411.51	150898.64	167592.8	186767.46	201510.21	126750	126950	2076118.37	1773899.96	302218.41
Expense																	
	Budgeted Expenses																
		Administration															
		Annual Audits	0	0	0	-25	4000		0	0	3475	225	0	0	7675	8125	-450
		Accounting Software-Services	3988.25	145.88	145.88	145.88	145.88	145.88	145.88	145.88	145.88	145.88	145.88	145.88	5592.93	5625.89	-32.96
		Bookkeeping-CPA-990	4650	4650	4650	4650	4650	4650	4650	4650	4650	4650	4650	4650	55800	55800	0
		Professional Fees															
		Legal Fees	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	18000	18000	0
		Government Relations	500	2000	2000	2000	2000	2000	2000	1000	1000	1000	1000	1000	17500	17500	0
		Human Resources-Oasis	455	390	390	390	390	390	650	524.4	524.64	524.64	524.64	786.96	5940.28	6385	-444.72
		Project Manager	11425	11500	11500	11500	11500	11500	11500	11500	11500	11500	11500	11500	137925	137925	0
		Insurance	0	0	0	0	1835	32,396.39	0	0	0	0	0	0	34231.39	29000	5231.39
		ESS Meetings	0	0	0	0	0	0	807.28	868.14	0	0	0	1200	2875.42	2900	-24.58
		Office Operations															
		Office Space Lease	2750	2750	2750	2750	2750	2750	2750	2750	2750	2750	2750	2750	33000	33000	0
		Office Supplies	0	0	0	0	0	0	0	158.69	84.7	0	50	0	293.39	200	93.39
		Official Publication Expense	23	22	52.23	0	31.46	34.49	14.9	76.36	17.7	45	45	45	407.14	502.23	-95.09
		Postage	0	0	0	0	0	0	0	0	0	55	0	0	55	110	-55
		Teleconference	270.31	82.06	384.81	452.84	91.27	172.17	65.89	124.69	99.61	325	325	325	2718.65	3652.66	-934.01
		Telephone/Internet	550	550	550	550	550	550	550	550	550	550	550	550	6600	6600	0
		Office Tech Support	800	800	800	800	800	800	800	800	800	800	800	800	9600	9600	0
		Printing and Copying (Color-BW)	250	250	250	250	250	250	250	250	250	250	250	250	3000	3000	0
		Miscellaneous Expenses	4.91	65	0	0	0	0	0	0	0	0	0	300	369.91	369.91	0
	Total Administration																

BUDGETED INCOME AND EXPENSES
CY 2021
Proposed Amendment

Unreconciled
Noteworthy
Budget to Actual
Proposed Budget

		2021												2021	2021	
		January	February	March	April	May	June	July	August	September	October	November	December	Actual	Amended Budget 051121	Difference
Marketing-Communications	Marketing Director	7720	7320	6280	1240	0	1960	11520	9000	8000	7840.00	7780.00	8000	76660	76810	-150
	Administrative/Marketing Support	5307.5	5032.5	5500	6270	5678.75	2530	6311.25	6875	5747.5	5610.00	5128.75	6000	65991.25	66288.75	-297.5
	Education & Outreach															
	ILR Conferences	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	3104.86	0.00	0.00	0.00	3404.86	6900	-3495.14
	Tradeshows/Exhibits/Sponsorships	0.00	750.00	0.00	0.00	215.00	0.00	0.00	600.00	0.00	0.00	0.00	0.00	1565	1715	-150
	Seminars & Workshops	0.00	0.00	0.00	0.00	0.00	904.83	660.00	334.35	783.18	1177.00	5000.00	5000.00	13859.36	15000	-1140.64
	Memberships	0.00	0.00	775.00	0.00	0.00	0.00	575.00	0.00	0.00	0.00	0.00	4200.00	5550	5725	-175
	Conferences and Meetings	427.00	0.00	0.00	0.00	0.00	395.00	209.00	1735.77	1098.63	808.24	500.00	275.00	5448.64	4167	1281.64
	Campaigns	0.00	0.00	0.00	0.00	0.00	13.00	0.00	0.00	0.00	550.00	0.00	0.00	563	1100	-537
	Software and Hosted Services	517.16	517.16	865.16	517.16	517.16	517.16	517.16	517.16	517.16	620.00	4120.00	2620.00	12362.44	12876.64	-514.2
	Marketing Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	75	300	-225
	Promotional Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1140.58	966.08	0.00	0.00	0.00	2106.66	2500	-393.34
Total Marketing-Communications																
Customer Support	Account Manager	6306.12	6288.69	6276.4	6276.4	6276.4	6276.4	9024.81	6385.41	6495.5	6592.34	6750	9750.00	82698.47	84447.61	-1749.14
	CRM & QA Assistant	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Computing Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Professional Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Customer Support																
Policy Coordination																
	Policy Coordinator	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Computing Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Policy Coordination		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ILR System Operations																
ILR System Operations	Development Team															
	Technical Lead	11179.75	11137.75	11137.75	11137.74	11137.74	11137.76	16349.1	11292.97	11449.29	11534.96	11750	16500	145744.81	147392.99	-1648.18
	Senior Developer	1911.1	0	0	5705.24	0	0	2214.36	8826.34	9481.48	12422.12	11100	15000	66660.64	103416.34	-36755.7
	Technical Support & Development	7541.32	7509.48	7504.4	7504.4	7504.4	7504.4	10827.41	7503.3	7835.56	8277.7	8500	11100	99112.37	101759.6	-2647.23
	Developer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Professional Development	0	0	0	0	0	0	0	0	0	0	3300	0	3300	3300	0
	External Development & Services															
	FF Redaction Services	8922.68	7046.9	6942.48	8535.8	8146.83	7581.03	8761.78	8077.13	7907.05	7634.08	9000	9000	97555.76	102594.69	-5038.93
	BF Redaction Services	917.13	0	680.78	2535.43	1951.08	0	0	2149.43	0	0	0	0	8233.85	6084.42	2149.43
	Software Development Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Technical Consulting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Data Center & Hosting Services	3052.9	3052.9	3052.9	3052.9	3052.9	3052.9	3052.9	3052.9	3052.9	3052.9	3100	3100	36729	37011.6	-282.6
	Domain Registration	0	0	29.76	0	0	0	29.76	0	0	0	0	0	59.52	29.76	29.76

BUDGETED INCOME AND EXPENSES
CY 2021
Proposed Amendment

Unreconciled
Noteworthy
Budget to Actual
Proposed Budget

		2021												2021	2021		
		January	February	March	April	May	June	July	August	September	October	November	December	Actual	Amended Budget 051121	Difference	
Software-License-Maintenance	JetBrains	0	0	1556	0	0	0	0	0	0	0	0	0	1556	1556	0	
	Browser Stack	348	0	0	0	0	0	0	0	0	0	0	0	348	348	0	
	Accusoft-PRIZM	0	9250	0	0	0	0	0	0	0	0	0	0	9250	9250	0	
	DB2	0	0	0	7838.38	0	0	0	0	0	0	0	0	7838.38	7838.38	0	
	VMWare	0	0	0	4746.72	0	0	0	0	0	0	0	0	4746.72	5000	-253.28	
	Nessus	0	0	0	0	0	0	0	0	2985.3	0	0	0	2985.3	2800	185.3	
	Certificates - Digicert	0	0	0	0	0	0	0	0	0	0	6000	0	6000	5000	1000	
	Duo-Security	0	0	0	0	0	0	0	0	0	0	0	500	500	400	100	
	GEO-IP	0	0	0	0	0	305.28	0	0	0	0	0	0	305.28	350	-44.72	
	City-State-Zip	0	0	0	0	0	200	0	0	0	0	0	0	200	250	-50	
	Alien Vault	0	0	0	0	0	3015.7	0	0	0	0	0	0	3015.7	7500	-4484.3	
	Cisco URL/Malware	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	SUSE	0	0	0	0	0	7599.6	0	0	0	0	0	0	7599.6	9000	-1400.4	
	FTP	90.9	90.9	90.9	90.9	90.9	90.9	97.97	97.97	97.97	97.97	97.97	97.97	1133.22	1123.6	9.62	
	JIRA	33.98	34.78	34.78	34.78	34.78	34.78	34.78	34.78	57.25	57.25	35	35	461.94	418.32	43.62	
	AWS	448.18	451.54	470.94	480.09	501.57	1158.13	1060.95	568.71	536.87	566.31	800	800	7843.29	5852.32	1990.97	
	Server Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	VPN (Anyconnect)	0	216.75	0	0	0	0	0	0	0	0	0	0	216.75	216.75	0	
	SmartNet - firewall	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Slack	0	0	0	0	0	0	0	0	0	599.2	0	0	0	0	0	
Computing and Equipment (Cap.)	Developer Equipment	0.00	0.00	0.00	0.00	319.30	0.00	125.83	0.00	0.00	0	0.00	0.00	445.13	0.00	445.13	
	System Equipment	0.00	0.00	0.00	0.00	0.00	9821.15	0.00	0.00	0.00	0	2000.00	0.00	11821.15	10000.00	1821.15	
	Local CC Equipment	0.00	0.00	0.00	0.00	299.00	299.00	0.00	0.00	0.00	0	0.00	0.00	598.00	0.00	598.00	
Total ILR System Operations																	
Local Maint. Expense		84.96	84.96	84.96	1274.42	0	0	163902.03	122521.19	0	0	0	0	287952.52	288699.22	-746.7	
Payment Expenses																	
Bank Account Analysis Fee	Bank Account Analysis Fee	910.59	848.11	838.19	938.52	936.03	932.81	920.15	899.55	915.30	895.78	1000.00	1000.00	11035.03	11535.41	-500.38	
	Bank Service Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	0.00	0.00	0.00	90.00	90.00	0.00	
	Gateway Transaction Fees																
OnlineTransactionFees - PS	OnlineTransactionFees - PS	5672.38	4515.84	4237.75	4484.60	4338.91	5487.78	5114.86	6016.62	3759.00	5092.30	5282.16	5200.00	59202.20	58910.57	291.63	
	OnlineTransactionFees - Vericheck	2814.15	2285.78	2134.89	2706.02	2635.01	2522.59	2936.92	2716.32	2821.27	2661.93	2721.60	2700.00	31656.48	29940.84	1715.64	
	POSTransactionsFees	6062.09	5131.43	3873.38	5675.26	6134.79	5569.11	7459.05	6770.53	6889.91	6359.13	5581.62	6200.00	71706.30	68742.14	2964.16	
Total Gateway Transaction Fees																	
Total Payment Expenses																	
Total Budgeted Expenses		97434.36	96270.41	87339.34	106008.48	90264.16	136048.24	277389.02	232314.17	111939.59	106769.73	123712.62	132880.81	1597771.73	1642536.64	-44764.91	
Net Budgeted Income		75722.77	79564.96	66365.65	182878.82	65388.8	32363.27	-126490.38	-64721.37	74827.87	94740.48	3037.38	-5930.81	478346.64	131363.32	346983.32	

BUDGETED INCOME AND EXPENSES

CY 2022

Proposed

			January	February	March	April	May	June	July	August	September	October	November	December	Proposed	May Amended	Difference
Income	BudgetedIncome																
		Bad Payment Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Misc. Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	200.00	200.00	0.00
		Event Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6400.00	0.00	0.00	0.00	6400.00	6700.00	-300.00
		ILR Conferences Registration Sponsorships	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	-200.00
	POSSERVICEFEE ERECORDING SERVICEFEE		7500.00	7500.00	7500.00	7500.00	7500.00	7500.00	7500.00	7500.00	7500.00	7500.00	7500.00	7500.00	90000.00	69846.79	20153.21
		ACH															
		CC															
		DRAWDOWN															
		Total SERVICEFEE	90000.00	90000.00	90000.00	90000.00	90000.00	90000.00	90000.00	90000.00	90000.00	90000.00	90000.00	90000.00	1080000.00	951742.91	128257.09
	Expense Reimbursement - 255 Local Service Provider Maint.		55000.00	55000.00	55000.00	55000.00	55000.00	55000.00	55000.00	55000.00	55000.00	55000.00	55000.00	55000.00	660000.00	605027.20	54972.80
		Cost Sharing Credit	0.00	0.00	0.00	-165000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-165000.00	-145248.02	-19751.98
		Local Maintenance Share	0.00	0.00	0.00	297045.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	297045.00	285431.08	11613.92
	Total BudgetedIncome		152500.00	152500.00	152500.00	284545.00	152500.00	152500.00	152500.00	152500.00	158900.00	152500.00	152500.00	152700.00	1968645.00	1773899.96	194745.04
Expense	Budgeted Expenses																
		Administration															
		Annual Audits	0.00	0.00	0.00	0.00	4000.00		0.00	850.00	3500.00	0.00	0.00	0.00	8350.00	8125.00	225.00
		Accounting Software-Services	4150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	5800.00	5625.89	174.11
		Bookkeeping-CPA-990	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	58800.00	55800.00	3000.00
		Professional Fees															
		Legal Fees	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	24000.00	18000.00	6000.00
		Government Relations	1000.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	1000.00	1000.00	1000.00	1000.00	1000.00	18000.00	17500.00	500.00
		Human Resources-Oasis	980.00	980.00	980.00	980.00	980.00	980.00	1470.00	980.00	980.00	980.00	980.00	1470.00	12740.00	6385.00	6355.00
		Project Manager	11900.00	11900.00	11900.00	11900.00	11900.00	11900.00	11900.00	11900.00	11900.00	11900.00	11900.00	11900.00	142800.00	137925.00	4875.00
		Insurance	0.00	0.00	0.00	0.00	2000.00	35750.00	0.00	0.00	0.00	0.00	0.00	0.00	37750.00	29000.00	8750.00
		ESS Meetings	0.00	0.00	1400.00	0.00	0.00	1400.00	0.00	0.00	1400.00	0.00	0.00	1400.00	5600.00	2900.00	2700.00
		Office Operations															
		Office Space Lease	2950.00	2950.00	2950.00	2950.00	2950.00	2950.00	2950.00	2950.00	2950.00	2950.00	2950.00	2950.00	35400.00	33000.00	2400.00
		Office Supplies	0.00	0.00	75.00	0.00	0.00	75.00	0.00	0.00	75.00	0.00	0.00	75.00	300.00	200.00	100.00
		Official Publication Expense	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	540.00	502.23	37.77
		Postage	0.00	0.00	58.00	0.00	0.00	58.00	0.00	0.00	58.00	0.00	0.00	58.00	232.00	0.00	232.00
		Teleconference	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3000.00	3652.66	-652.66
		Telephone/Internet	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	8400.00	6600.00	1800.00
		Office Tech Support	1120.00	1120.00	1120.00	1120.00	1120.00	1120.00	1120.00	1120.00	1120.00	1120.00	1120.00	1120.00	13440.00	9600.00	3840.00
		Printing and Copying (Color-BW)	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4200.00	3000.00	1200.00
		Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	300.00	369.91	-69.91
	Total Administration																
	Marketing-Communications																
		Marketing Director	7211.32	7211.32	7211.32	7211.32	7211.32	7211.32	10816.98	7211.32	7211.32	7211.32	7211.32	10816.98	93747.16	76810.00	16937.16
		Administrative/Marketing Support	6238.26	6238.26	6238.26	6238.26	6238.26	6238.26	9357.39	6238.26	6238.26	6238.26	6238.26	9357.39	81097.38	66288.75	14808.63
		Computing Equipment	6200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6200.00	0.00	
		Education & Outreach															
		ILR Conferences	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6400.00	0.00	0.00	0.00	6400.00	6900.00	-500.00
		Tradeshows/Exhibits/Sponsorships	0.00	450.00	1000.00	0.00	500.00	0.00	0.00	250.00	250.00	750.00	0.00	0.00	3200.00	1715.00	1485.00
		Seminars & Workshops	250.00	0.00	750.00	250.00	0.00	750.00	250.00	0.00	750.00	250.00	0.00	750.00	4000.00	15000.00	-11000.00
		Memberships	0.00	500.00	775.00	0.00	0.00	0.00	575.00	0.00	0.00	0.00	0.00	3750.00	5600.00	5725.00	-125.00
		Conferences and Meetings	450.00	0.00	2765.00	1900.00	0.00	0.00	0.00	450.00	2765.00	0.00	1350.00	0.00	9680.00	4167.00	5513.00
		Campaigns	750.00	0.00	0.00	750.00	0.00	500.00	750.00	0.00	0.00	750.00	0.00	0.00	3500.00	1100.00	2400.00
		Software, Equipment and Hosted Services	520.00	2184.00	1096.00	520.00	520.00	520.00	520.00	520.00	520.00	520.00	3520.00	2620.00	13580.00	12876.64	703.36
		Marketing Supplies	0.00	0.00	50.00	0.00	0.00	50.00	0.00	0.00	50.00	0.00	0.00	50.00	200.00	300.00	-100.00
		Promotional Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2500.00	2500.00	2500.00	0.00
	Total Marketing-Communications																

BUDGETED INCOME AND EXPENSES
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Proposed

		January	February	March	April	May	June	July	August	September	October	November	December	Proposed	May Amended	Difference
Customer Support	Account Manager	7189.92	7189.92	7189.92	7189.92	7189.92	7189.92	10784.88	7549.42	7549.42	7549.42	7549.42	10782.88	94904.94	84447.61	10457.33
	CRM & QA Assistant	2116.42	2116.42	2116.42	2116.42	2116.42	2116.42	3174.63	2116.42	2116.42	2116.42	2116.42	3174.63	27513.46	0.00	27513.46
	Computing Equipment	3500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3500.00	0.00	3500.00
	Professional Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total Customer Support															
Policy Coordination																
	Policy Coordinator	8114.70	8114.70	8114.70	8114.70	8114.70	8114.70	12172.05	8114.70	8114.70	8114.70	8114.70	12172.05	105491.10	0.00	105491.10
	Computing Equipment	3000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3000.00	0.00	3000.00
	Professional Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Policy Coordination																
ILR System Operations																
Development Team																
	Technical Lead	11534.96	11534.96	11534.96	11534.96	11534.96	11534.96	17302.44	12111.71	12111.71	12111.71	12111.71	17594.85	152553.91	147392.99	5160.92
	Senior Developer	10276.68	10276.68	10276.68	10276.68	10276.68	10276.68	15415.02	10276.68	10790.51	10790.51	10790.51	15413.85	135137.18	103416.34	31720.84
	Technical Support & Development	8277.70	8277.70	8277.70	8277.70	8277.70	8277.70	12416.55	8277.70	9105.47	9105.47	9105.47	13125.66	110802.52	101759.60	9042.92
External Development & Services	Developer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Professional Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3300.00	0.00	3300.00	3300.00	0.00
Software-License-Maintenance																
	FF Redaction Services	9000.00	9000.00	9000.00	9000.00	9000.00	9000.00	9000.00	9000.00	9000.00	9000.00	9000.00	9000.00	108000.00	102594.69	5405.31
	BF Redaction Services	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	12000.00	6084.42	5915.58
	Software Development Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Computing and Equipment (Cap.)	Technical Consulting	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Data Center & Hosting Services	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	37200.00	37011.60	188.40
	Domain Registration	190.00	0.00	35.00	0.00	0.00	0.00	35.00	0.00	0.00	0.00	0.00	0.00	260.00	29.76	230.24
Developer Equipment																
	JetBrains	0.00	0.00	1800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1800.00	1556.00	244.00
	Browser Stack	400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	348.00	52.00
	Accusoft-PRIZM	0.00	10000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10000.00	9250.00	750.00
System Equipment	DB2	0.00	0.00	0.00	8000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8000.00	7838.38	161.62
	VMWare	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5000.00	-5000.00
	Nessus	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3200.00	0.00	0.00	0.00	3200.00	2800.00	400.00
	Certificates - Digicert	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6000.00	0.00	6000.00	5000.00	1000.00
Local CC Equipment	Duo-Security	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	400.00	100.00
	GEO-IP	0.00	0.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	350.00	0.00
	City-State-Zip	0.00	0.00	0.00	0.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	250.00	0.00
	Alien Vault	0.00	0.00	0.00	0.00	0.00	3500.00	0.00	0.00	0.00	0.00	0.00	0.00	3500.00	7500.00	-4000.00
SmartNet - firewall	Cisco URL/Malware	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9000.00	-9000.00
	FTP	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1200.00	1123.60	76.40
	JIRA	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00	418.32	61.68
Server Support	AWS	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	1200.00	14400.00	5852.32	8547.68
	VPN (Anyconnect)	0.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	216.75	33.25
	Slack	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	0.00	0.00	600.00	0.00	600.00
	SmartNet - firewall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total ILR System Operations																

BUDGETED INCOME AND EXPENSES
CY 2022
Proposed

		January	February	March	April	May	June	July	August	September	October	November	December	Proposed	May Amended	Difference
Local Maint. Expense		0.00	0.00	0.00	0.00	0.00	0.00	297045.00	0.00	0.00	0.00	0.00	0.00	297045.00	288699.22	8345.78
Payment Expenses	Bank Account Analysis Fee	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	12000.00	11535.41	464.59
	Bank Service Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	0.00	0.00	0.00	90.00	90.00	0.00
	Gateway Transaction Fees															
	OnlineTransactionFees - PS	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	66000.00	58910.57	7089.43
	OnlineTransactionFees - Vericheck	2700.00	2700.00	2700.00	2700.00	2700.00	2700.00	2700.00	2700.00	2700.00	2700.00	2700.00	2700.00	32400.00	29940.84	2459.16
	POSTransactionsFees	6500.00	6500.00	6500.00	6500.00	6500.00	6500.00	6500.00	6500.00	6500.00	6500.00	6500.00	6500.00	78000.00	68742.14	9257.86
	Total Gateway Transaction Fees															
Total Payment Expenses																
Total Budgeted Expenses		136704.96	131828.96	128248.96	129864.96	125464.96	161647.96	448589.94	120451.21	138780.81	122592.81	133892.81	161916.30	1939984.65	1642536.64	297448.01
Net Budgeted Income		15795.04	20671.04	24251.04	154680.04	27035.04	-9147.96	-296089.94	32048.79	20119.19	29907.19	18607.19	-9216.30	28660.35	131363.32	-102702.97

November 9, 2021

To: ESS Coordinating Committee

From: Phil Dunshee, ILR Project Manager

Re: 28E Transition Actions

The member counties of the Electronic Services System are currently being asked to vote on an amendment to the 28E agreement. This amendment, if approved, would have the effect of more clearly established the Electronic Services System as a 28E government organization.

Voting is expected to be completed by Monday, November 22. If the amendment is approved, several action steps will be needed. Specifically, the following actions are planned.

- Establish a new bank account in the name of the Electronic Services System as a government entity. Currently, the bank account is in the name of the Iowa County Recorders Association. An associated action will be to transfer funds from the ICRA account to the new ESS account. Preliminary steps are being taken now to prepare for these actions.
- Transition the PEO employment arrangements with OASIS HR from the Iowa County Recorders Association to the Electronic Services System. All Iowa Land Records employees will become employees of ESS when this transition is completed. Preliminary steps are being taken now to prepare for these actions.
- There are a number of other less substantive business arrangement for Iowa Land Records that still remain in the name of the Iowa County Recorders Association. An example is the online service for domain registration is in the name of the Association, not ESS. These are less critical than the banking and human resources arrangements. However, any contracts in the name of ICRA will need to be transitioned to ESS.

Subject to the final approval of the pending ESS amendment, the Committee's formal authorization to take the actions described here is needed.

Action Requested:

1. Authorize staff to establish a new ESS Bank Account and to transfer funds from the current account to the new account.
2. Authorize staff to reassign or transfer the PEO/HR arrangements with OASIS HR from ICRA to ESS.
3. Authorize staff to reassign or transfer any other Iowa Land Records business arrangements currently secured in the name of the Iowa County Recorders Association to ESS.

ESS/Iowa Land Records

8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131

November 9, 2021

To: ESS Coordinating Committee

From: Phil Dunshee, ILR Project Manager

Re: Employment Authorizations

New Positions - As referenced in the proposed budget for 2022, resource allocations have been proposed for two new positions on the ESS/Iowa Land Records table of organization. These positions include the following:

Policy Director/Coordinator. This new position has been discussed in recent months with the ESS Committee and the Executive Board of the Iowa County Recorders Association. This purpose of this position is to focus on policy issues related to the Iowa Land Records and ESS systems, including the policies and procedures, coordinating activities with the ESS Standards Subcommittee, policy research, and other duties assigned by the Project Manager. This position will assist the Project Manager, and also build capacity within the organization as changes in management or leadership may be considered in the future. Some of the duties will likely include the following:

- Maintenance and development of the ESS Policies and Procedures including the exploration of new or modified policies
- Stakeholder outreach and coordination
- Government relations including legislative and executive branch representation
- Research on customer usage and development of new approaches to services, service delivery, security, and system management

There has been some discussion of having this position provide support with policy development for the Iowa County Recorders Association. This would likely be managed through a memorandum of understanding and services provided would be reimbursed to ESS in an appropriate manner by the Association.

The budget allocation for this position is \$105,491.10 which includes all benefits and taxes. The actual expenditure may be less based on the background and experience of the individual assigned to this role, and the amount may be different if an arrangement is established to provide resources for the position through the Association.

Customer Service Assistant. This new position has been referenced in recent presentations about the future ESS table of organization. As ESS and E-Submission has grown, so have customer support needs. When the ESS Customer Service and Account Manager wishes to take time off, back up customer support is provided by the Marketing Director, the Marketing Coordinator and the Project Manager. While there are tangible benefits to having every member of the team experience customer support, it also diverts attention away from their primary duties. An additional customer support resource is needed by the team.

This position would be part-time, hourly without benefits. The budget allocation for this position is \$27,513.46.

Transitioned Positions - As ESS and E-Submission has grown, so have the marketing, communications, and training needs. ESS currently secures these services through a contract with Enterprise Iowa, which provides two team members; a Marketing Director and a Marketing Coordinator. These are shared positions with ESS, as their services have also been provided to other Enterprise Iowa Clients. Marketing activities have increased substantially – notably with the addition of a new Wordpress website for Iowa Land Records. These have grown to the extent that they merit the full-time attention of these team members. Further, in this context it may make sense to have them work as employees of ESS rather than as contractors through Enterprise Iowa.

The current contract with Enterprise Iowa provides that the Marketing Director position cost is up to \$93,000.00 per year. The proposed budget provides that the total cost of this position is projected to be \$93,747.16 for calendar year 2022. For a comparable cost, ESS will have the full-time attention of the Marketing Director.

The current contract with Enterprise Iowa provides that the Marketing Coordinator position cost is up to \$66,000.00 per year. The proposed budget provides that the total cost of this position is projected to be \$81,097.38 for calendar year 2022. While this is a comparatively higher cost, the person in this position has previously allocated a substantially higher number of hours to other client services. The benefit of having this position serve ESS will be even greater.

There is precedent for this action. The current Customer Service and Account Manager began as an employee of Enterprise Iowa and was later transitioned to be an employee of the Iowa County Records Association.

Actions Requested:

1. Authorize staff to establish a position description for the Policy Director/Coordinator position and to take steps to recruit and hire a qualified individual to serve in this position within the framework of the approved ESS 2022 budget.
2. Authorize staff to establish a position description for the Customer Service Assistant position and to take steps to recruit and hire a qualified individual to serve in this position within the framework of the approved ESS 2022 budget.
3. Authorize staff to transition the employment of Marketing Director Kati Ross, and Marketing Coordinator Leah Champion from Enterprise Iowa to ESS. The transition would occur on the most practicable date at the end of the current budget year.

November 9, 2021

To: ESS Coordinating Committee
ESS Finance Subcommittee

From: Phil Dunshee, ILR Project Manager

Re: Reserve Fund Allocation

The Electronic Services System has a checking (cash) account for the purpose of operations, cash flow management, and reserve funds for special purpose activities. The operating and reserve accounts are as follows.

- BOA – Settlement Account – operations including both revolving and budgeted transactions
- Software Development and Equipment Maintenance Reserve
- Redaction Reserve (currently unfunded)
- Restricted Operating Reserve
- Unrestricted Reserve

Anything not allocated to one of the reserve accounts is included in the BOA Settlement account (operating account). As of September 30, 2021, the Unrestricted Reserve had a balance of \$38,399.40, and the operating account had a reconciled balance of \$1,482,742.62. The Software Development and Equipment Maintenance Reserve had a balance of \$563,666.10, and the Restricted Operating Reserve had a balance of \$100,000.00. No funds have yet been allocated to the redaction reserve as some funds remain in the Fund 255 Redaction Reserve account.

Project budgeted income has continued to be positive. This is the result of sustained usage of the E-Submission service along with the utilization of resources in Fund 255 which is managed through the Office of the State Treasurer. Budgeted income from the E-Submission service fee and Fund 255 Reimbursement has exceeded projections in the most recent quarter by \$113,140.94.

It is recommended that these funds be allocated as follows.

- \$40,000.00 to the Redaction Reserve
- \$73,140.94 to the Software Development and Equipment Maintenance Reserve

The allocation of funds to these reserve funds will not hinder operating cashflow, nor will it cause any shortfall in the ordinary course of operations. Allocation of funds to the Redaction Reserve will assure counties that funds will be available to redact documents which are the result of county back-scanning projects.

Action Requested: Authorize staff to allocate the recommended funds to the specified reserve accounts, effective September 30, 2021.

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 in the subsequent fiscal year shall be adjusted by the cost of living adjustment (COLA) published during the contract year by the Social Security Administration, not to exceed 3.5 percent. See: <https://www.ssa.gov/oact/cola/colasummary.html>

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.

September 9, 2021

VIA E-MAIL:

Mr. Phil Dunshee
Electronic Services System
8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131

Re: 2022 Legislative Engagement – Electronic Services System

Dear Phil,

Thank you for the opportunity to provide a proposal for government relation services for Iowa Land Records, the Electronic Services System, for the 2022 calendar year. This letter outlines the scope, compensation, and other terms of the proposal.

SCOPE OF WORK

The engagement will consist of representing the Electronic Services System (“ESS”) before the executive and legislative branches of Iowa state government for the 2022 calendar year. The Rafferty Group team supporting ESS will consist of Bob Rafferty, Rachel Ong, and Nick Laning. The engagement will consist of the following:

- Monitor all bills, study bills, amendments and other legislative activities relating to or having a potential impact on Iowa Land Records, in particular real estate transactions and the recording of such transactions.
- Facilitate ongoing communications and strengthen relationships with policymakers concerning Iowa Land Records and the Electronic Services System.
- Assist with facilitating communications and strengthen relationships with various stakeholders and associations, as well as executive or judicial branch offices as appropriate.
- Promote legislative initiatives as established by the governing board of ESS.
- Set up and participate in briefings with key legislators and legislative leaders.
- Actively communicate and coordinate with legislative liaisons for the Iowa County Records Association during the legislative session.

Regular communication, as deemed appropriate, will occur to keep the project manager for ESS informed on the above scope of work.

COMPENSATION

The cost for support during the 2022 calendar years shall be \$18,000 plus expenses not to exceed \$500 per year. The amount will be invoiced monthly at \$2,000 a month from January through June, and \$1000 per month from July through December, to be invoiced by the 10th of the following month. Expenses will also be billed monthly.

If the foregoing terms and conditions of our representation meet the Electronic Service System's needs and expectations, please indicate your acceptance by executing this letter in the space provided below and return it to our office.

Please let us know if you have any questions, need additional information, or if we need to modify the proposal.

Sincerely,



Robert L. Rafferty

Read and agreed to this ____ day of _____, 2021.

ELECTRONIC SERVICES SYSTEM

By: Phil Dunshee,
Its: Project Manager

November 8, 2021

VIA E-MAIL
phil@clris.com

Electronic Services System
Phil Dunshee, PMP, MPA, Project Manager
Iowa Land Records
8711 Windsor Parkway, Suite 2
Johnston, IA 50131

Re: Representation of Electronic Services System ("ESS")

Dear Phil:

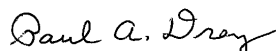
The purpose of this letter is to confirm the terms and conditions for our legal representation of ESS. The term of this arrangement will commence January 1, 2022 and run through December 31, 2022. As a part of our representation over the past years, we have helped clarify the governing structure of ESS and its relationship to the Iowa County Records Association. As a result, in the past, it is most appropriate that our attorney-client relationship continue to be directly with ESS. This is especially true in light of the proposed changes to the 28E Agreement. For that reason, we have again drafted this letter to reflect the legal representation of the ESS by our firm.

Our fees will be invoiced pursuant to a retainer basis for general practice and issues representation in the amount of \$2,000.00 per month. Any expenses, disbursements, and client advances will not be included in this retainer, and will be billed separately. This arrangement will be deemed effective January 1, 2022 and run through December 31, 2022, at which time the parties will review this arrangement and make an amendment, if necessary. Litigation, lobbying, intellectual property, and any other substantial project outside of the normal course of business will be excluded from this arrangement. For these types of legal matters, our fees will be based on the hourly billing rates charged by each lawyer in the firm who performs work on this matter. Partners bill at a rate of \$250 per hour, Associates at a rate of \$175 per hour, and paralegals and law clerks at a rate of \$100 per hour or less.

Enclosed with this letter is a statement entitled "General Provisions" setting forth additional terms and conditions, all of which are incorporated herein by reference and shall apply to our representation to the extent not expressly modified in this letter.

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please indicate your acceptance by executing a copy of this letter in the space provided below and return it to our office. We are pleased to have this opportunity to continue to represent Electronic Services System and thank you for this opportunity.

Very truly yours,



Paul A. Drey

PAD:pm

ACCEPTANCE OF ENGAGEMENT TERMS

I, Phil Dunshee, on behalf of Electronic Services System, have read the foregoing engagement letter and general provisions of legal representation, and hereby agree to be jointly and severally bound by all terms outlined. By signing this acceptance letter, I hereby agree to the terms of legal representation outlined in this engagement letter on this the ____ day of _____, 2021.

ELECTRONIC SERVICES SYSTEM

By: Phil Dunshee, Project Manager

GENERAL PROVISIONS – LEGAL REPRESENTATION

The following provisions will apply to the relationship between Brick Gentry P.C. and you, the client:

1. Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the American Bar Association and Iowa Rules of Professional Conduct. Such fees will be based primarily on the agreed upon retainer amount. Billing differs, depending generally on the attorney's experience and years of practice, and the firm adjusts these billings from time to time. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, consultants and others; conferences among our legal personnel; factual investigation; legal research; responding to clients' requests for us to provide information to their auditors in connection with reviews or audits of financial statements; drafting of letters and other documents; travel time; and time in a general advisory role. In an effort to reduce legal fees, we use paralegal personnel and student law clerks. Time devoted by paralegals and law clerks to client matters included in the retainer amount. Law clerk and paralegal billings are specifically listed on our statements. Other factors may be taken into consideration in determining our fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, the benefit resulting to the client and any unforeseen circumstances arising in the course of our representation.

2. In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses incurred in performing services such as photocopying, messenger and delivery service, computerized research, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long-distance telephone, telecopying, word processing, court costs and filing fees. Certain of such items may be charged at more than our direct cost to cover our overhead. Unless special arrangements are made at the outset, fees and expenses of others will not be paid by us and will be the responsibility of, and billed directly to, the client.

3. Although we may from time to time for a client's convenience furnish estimates of fees or costs that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact.

4. Fees and expenses will be billed monthly and are payable upon presentation. We expect prompt payment. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due.

5. A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the client prior to the date of such termination.

6. We reserve the right to withdraw from our representation if, among other things, the client fails to honor the terms of the engagement letter, the client fails to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of withdrawal.

7. We make no guarantee as to the outcome of the case. Nothing in this agreement and no statement to you, the client, will be construed as a promise or guarantee about the outcome.

8. If any claim or action is brought against us or any personnel of the firm and such claim arises from the client's negligence or misconduct, the client will hold us harmless and indemnify us for all damages incurred.

AMENDMENT 2 - MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding ("MOU") adopted on February 1, 2017, as amended on July 1, 2019, by Enterprise Iowa Inc. ("EI") and the Electronic Services System ("ESS") is further amended as follows. EI and ESS are collectively referred to as the "Parties."

BACKGROUND

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

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

SUBSEQUENT CHANGES

In July, 2019, the MOU was modified to reflect changes in Internet Services, the installation of an updated multi-function printing device, and changes in the number of supported devices under a service agreement with All Covered, an affiliate of Konica Minolta. Adjustments in the reimbursement amounts for Internet services, printing services or technical support services have been addressed through the ESS budget and amendments to the ESS and Enterprise Iowa Agreement. This practice will continue into calendar year 2022.

FUTURE CHANGES

The Electronic Services System (ESS) has continued to grow and evolve, and strategic planning discussions have been undertaken to prepare for the future. ESS may have achieved a state which no longer requires a shared office environment with Enterprise Iowa. The Parties hereby agree that further planning will be undertaken to prepare for the establishment of an independent location or work environment for the employees and any authorized contractors working in service to ESS. The goal of this process is to enable the continued successful delivery of information and services to the real estate industry and the citizens of Iowa by ESS, and to prepare to for a relocation by January 1, 2023.

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

APPROVED BY: Electronic Services System

By: Deb Kupka
Date: November 9, 2021
Title: ESS Chair

APPROVED BY: Enterprise Iowa

By: Phil Dunshee
Date: November 9, 2021
Title: President

Contract Terms and Conditions

This Agreement for Consulting Services (Agreement) made and effective as of January 1, 2022 by and between the Electronic Services System (ESS) and Enterprise Iowa, Inc., a company organized under the laws of the State of Iowa (Service Provider). The parties agree as follows:

Section 1. Purpose. The parties have entered into this Agreement for the purpose of retaining Service Provider to provide project management services for Iowa Land Records and the Electronic Services System, and for related activities.

Section 2. Scope of Work.

2.1 Scope of Work. Service Provider shall provide to ESS and Members all of the deliverables and services specified in the Statement of Work in accordance with the terms and conditions of this Agreement.

2.2 Amendments to Statement of Work and Specifications. The parties agree that Schedule A, Statement of Work, may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in services and deliverables upon the mutual written consent of the parties.

2.3 Amendments to Work Authorizations. The parties agree that work authorizations may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in services and deliverables upon the mutual written consent of the parties.

Section 3. Compensation and Additional Rights and Remedies.

3.1 Compensation. In consideration of Service Provider providing the Electronic Services System with the deliverables in accordance with the terms and conditions of this Agreement, Service Provider shall be entitled to receive the fees associated with such deliverables as specified in Schedule A, subject to all terms and conditions of this Agreement, including, without limitation Section 3.2 (Invoices).

It is expressly understood and agreed that in no event will the total fees or compensation for Project Management activities to be paid hereunder exceed the sum of \$142,800.00 per fiscal year, as it pertains to Schedule A included with this document or unless otherwise amended by ESS through approved change vehicles.

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

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

3.2 Invoices. Monthly, Service Provider shall submit two invoices to ESS requesting payment of the fee(s) specified in Schedule A. The purpose of the two invoices is to apportion costs for project management services and costs for reimbursed expenses.

All invoices submitted by Service Provider shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and shall comply with all applicable rules concerning payment of such fees, charges or other claims and shall contain all information reasonably requested by ESS. ESS shall pay all approved invoices in arrears. Notwithstanding anything herein to the contrary, ESS shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if ESS believes the invoice is inaccurate or incorrect in any way.

3.3 Erroneous Payments and Credits. Service Provider shall promptly pay or refund to ESS the full amount of any overpayment or erroneous payment within 30 business days after either discovery by the Service Provider or notification by ESS of the overpayment or erroneous payment. ESS may, in its sole discretion, elect to have Service Provider apply any amounts due to ESS under this Section 5.4 against any amounts payable by ESS under this Agreement.

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

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

- Four office units or cubicles at \$737.50 per month. (Excludes computers and phone service)
- The proportionate share of telephone, fax and internet service for each office unit based on the total number of desk units in the office facility – not to exceed \$175.00 per each office unit per month
- For multifunction copy and print services the actual per unit costs for color and black and white pages - \$350.00 per month plus reimbursement for paper expenses
- For the management and support of computer devices and local area network services, the proportionate share of the monthly expense based on the number of devices covered under a managed technical support agreement consistent with the Memorandum of Understanding executed between ESS and Enterprise Iowa on February 1, 2017, and as amended on July 1, 2019. The reimbursement rate shall be an amount not to exceed \$1120.00 per month
- For each Office 365 Business Premium license assigned to ESS personnel, the actual monthly cost of the license

Section 4. Term. The term of this Agreement is extended to December 31, 2022. Thereafter, the term of this Agreement shall be automatically extended for subsequent one-year periods unless the 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 5. Default and Termination.

ESS may terminate this Contract upon written notice for the breach by Service Provider of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in ESS's notice of breach or any subsequent notice or correspondence delivered by ESS to Service Provider, provided that cure is feasible.

Section 6. Notices.

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

If to ESS:

Deb Kupka
Chair
ESS Coordinating Committee
104 W State St, PO Box 82
Toledo, IA 52342
dkupka@tamacounty.org
(641) 484-3320

If to the Service Provider

Phil Dunshee
8711 Windsor Parkway – Suite 2
Johnston, Iowa 50131
pdunshee@enterpriseiowa.com
(515) 491-8939

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

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

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.

ESS

Service Provider

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

SCHEDULE A - STATEMENT OF WORK

As specified in Section 4 of this agreement, “**Statement of Work**” shall describe the deliverables, specific activities, milestones, delivery dates, specifications and any other information related to the deliverables to be provided by Service Provider to the Electronic Services System and ESS.

The Project shall be organized into two general activities.

- Activity 1 – Project Management, Program Administration Services

– ***Project Management, Program Administration Services***

The Project Manager will provide ESS and Iowa Land Records system with day-to-day administration and financial services. Services will include:

- Oversee the operation and maintenance of the Iowa Land Records system.
- Manage and direct the work of all service providers and ensure the appropriate administration of contracts, deliverables and project plans.
- Manage and direct the work of all employees and staff.
- Work with the ESS Coordinating Committee and Subcommittees to address ongoing financial, management, marketing and communications, and standards issues.
- Handle all financial aspects of ESS, including accounts receivable and accounts payable and work with the financial service providers and ESS Treasurer as required. Provide for the monthly reconciliation of bank accounts and preparation of monthly financial statements.
- Oversee customer service support systems.
- Serve as the ESS primary administrative point of contact, and act to direct inquiries to ESS leaders as appropriate.
- Provide necessary office facilities for employees of the ESS.
- Act as the administrative agent on behalf of the ESS Coordinating Committee concerning matters relating to compliance with policies and procedures adopted by the Committee. The Project Manager is authorized and directed to take appropriate progressive action, subject to consultation with the ESS Executive Committee, to secure compliance by a County or County Official concerning ESS policies and procedures.
- Manage and coordinate marketing and communications activities for the Iowa Land Records system including the development and implementation of activities relating to the promotion of E-Submission services and the Iowa Land Records system. Activities include but are not limited to the following: electronic newsletter, webinars, seminars, trade show exhibits, social media, web site content and style management.

Services shall be provided at an hourly rate of \$100.00 plus reimbursement for authorized expenses.

Access Agreement

First American Data

And

Electronic Services System

November 1, 2021

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This Access Agreement is made as of August 1, 2020, by and between First American Data Solutions, with its principal place of business at (“First American Data” and “Authorized Organization”) and the Electronic Services System (ESS), 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 (“ESS”).

Section 1. Preamble

WHEREAS, Authorized Organization is a leading property information, analytics and solutions provider; and

WHEREAS, Authorized Organization seeks permission to access ESS information from locations inside and outside of the United States; and

WHEREAS, the Terms of Use published by ESS specify that access through an IP address located outside of the United States is prohibited except when authorized by a site administrator; and

WHEREAS, Permission for access through foreign IP addresses may be granted to known, trusted registered users on a case by case basis; and

WHEREAS, the Authorized Organization has agreed to abide by the Terms of Use published by ESS and acknowledge that any permission granted to access information may be revoked by a site administrator for any reason;

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

Section 2. General Provisions

2.1 Definition of Terms

Agreement means this Access Agreement.

Authorized Organization means First American Data.

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

ESS means the Electronic Services System for the purposes of this Agreement. ESS is a 28E intergovernmental organization established under the laws of the State of Iowa.

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

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

Internet Protocol Address (IP address) means a numerical label assigned to each device (e.g., computer, printer) participating in a computer network that uses the Internet Protocol for communication.

Party means the Authorized Organization and ESS individually.

Parties means the Authorized Organization and ESS collectively.

Service Fee means the fee paid by the Authorized Organization to ESS for access to the ESS system, if applicable or authorized.

Site Administrator means the Electronic Services System Project Manager, or a designated employee of the Iowa County Recorders Association working in service to the Electronic Services System.

Terms of Use means the Terms of Use published by ESS concerning access to and utilization of the ESS system.

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

2.2 Authorized Organization

ESS will collaborate with Authorized Organization to provide access to information. The information access will be provided subject to the specifications in Exhibit A.

2.3 Term

The initial term of this Agreement is for five months. The initial term of the contract is from November 1, 2021 through December 31, 2022. The term of this Agreement shall be automatically extended for subsequent one-year periods unless the Authorized Organization or ESS is provided with a notice of intent by the other party to not extend the Agreement. Such notice shall be provided no less than ninety (90) days prior to the expiration of each one-year term.

2.4 Policies

Terms of Use and Privacy Policies

Authorized Organization shall ensure that each authorized user, employee, or subcontractor enabled to access information under this Agreement will have acknowledged their review of the ESS Terms of Use and Privacy Policies, and will have agreed to abide by the Terms of Use and Privacy Policies through an enforceable written or electronic agreement.

Section 3. Proprietary Rights

The Parties will each retain ownership of their respective software and systems.

Section 4. Confidential Information

Each Party may have access to certain Confidential Information (as defined in Section 2.1) of the other Party, and the Parties desire to restrict the further disclosure and use of such information.

4.1 Nondisclosure and Nonuse

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

Section 5. Contract Administration

5.1 Limitation of Liability

In no event shall Authorized Organization be liable for indirect, special, incidental or consequential damages, even if advised of the possibility of such damages.

In no event shall ESS be liable for indirect, special, incidental or consequential damages, even if advised of the possibility of such damages.

5.2 Indemnification

Authorized Organization and its successors and permitted assigns shall defend, protect, indemnify and hold harmless ESS and its employees, officers, board members, agents, representatives, and officials (“Indemnatee”) 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 Indemnatee 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 or on behalf of Authorized Organization , including, without limitation, the furnishing or making by Authorized Organization 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 of Authorized Organization , including, without limitation, any negligent acts or omissions, intentional or willful misconduct, or unlawful acts of Authorized Organization , its officers, employees, agents, board members, contractors or subcontractors or any other person in connection with the services provided hereunder; or
3. Authorized Organization’s performance or attempted performance of this Agreement; or
4. Failure by Authorized Organization or its employees, agents, officers, directors, contractors or subcontractors to comply with all applicable local, state, federal and international laws, rules, ordinances and regulations; or
5. Any failure by Authorized Organization or its employees, agents, officers, directors, contractors or subcontractors 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 by the Authorized Organization to conduct business in the State of Iowa; or
6. Any alleged or actual infringement, misappropriation or violation of any patents, trademarks, trade dress, trade secrets, copyrights or other intellectual property rights of any Third Party.

Authorized Organization's 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 ESS or any other Indemnatee.

ESS will reasonably cooperate with Authorized Organization to facilitate the defense of any action defended by Authorized Organization arising out of this Agreement.

Authorized Organization shall be liable for any personal injury or damage to property caused by the fault or negligence of Authorized Organization, its officers, directors, employees, agents and approved contractors or subcontractors.

5.3 Termination

Notwithstanding Section 2.3 or any other provision of this agreement, ESS may revoke this Agreement for any reason or no reason. ESS shall provide Authorized Organization with a written notice of termination.

Authorized Organization 's Termination Duties

Authorized Organization, upon receipt of notice of termination, shall immediately cease using the ESS system.

5.4 No Warranty

THE PARTIES MAKE NO WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO INFORMATION ACCESS OR INFORMATION CONTENT, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

5.5 Compliance with the Law and Regulations

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

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

5.6 Amendments

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

5.7 Third Party Beneficiaries

There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit ESS and the Authorized Organization.

5.8 Choice of Law and Forum

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

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

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

5.9 Assignment and Delegation

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

5.10 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. Authorized Organization 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.

5.11 Obligation Beyond Agreement Term

This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. The obligations of the Parties under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 3, 4, 5.1, 5.2, 5.4, 5.8, 5.12 and 5.18 shall survive termination of this Agreement.

5.12 Waiver

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

5.13 Notices

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

If to ESS:

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

If to Authorized Organization :

Name
Address
Phone
email

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

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

5.14 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.

5.15 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.

5.16 Authorization

Authorized Organization 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 Authorized Organization, enforceable in accordance with its terms.

5.17 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.

5.18 Records Retention and Access

Authorized Organization shall maintain books, records, and documents which sufficiently and properly document and calculate all transactions throughout the term of this Agreement for a period of at least three (3) years following the date of the transactions.

Authorized Organization shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of Authorized Organization's books and records. Authorized Organization shall require its subcontractors to agree to the same provisions of this section.

5.19 Headings or Captions

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

5.20 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.

5.21 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.

5.22 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.

5.23 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.

5.24 Obligations of Joint Entities

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

5.25 Superior Power

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

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

5.26 Material Breaches

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

5.27 Title to Property

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

5.28 Exclusivity

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

5.29 Attorney's Fees and Expenses

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

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

5.30 Interpretation

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

Section 6. 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
ESS
8711 Windsor Parkway, Suite 2
Johnston, IA 50131

By: _____
Name
title
First American Data
address
city, state, zip
Phone 000.000.0000

Exhibit A: Information Access Authorization

Activities of Authorized Organization

The following users located in the United States are permitted to access information through <https://iowalandrecords.org/portal> as provided in this agreement.

Onshore users with email/IP addresses

name	email	IP	user ID
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* Indicates Dynamic IP Address. Other specified IP Addresses are static.

The following IP addresses located outside of the United States are permitted to access information through <https://iowalandrecords.org/portal> as provided in this agreement.

Offshore user IP addresses (these are subnet IP addresses)

-
-
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The Authorized Organization shall notify ESS in writing concerning any proposed change in IP addresses originating outside of the United States. Changes to IP address are subject to the approval of an ESS Site Administrator.

The Authorized Organization shall provide a quarterly update of all individuals, both onshore and offshore, who are accessing or have accessed records under this agreement. The update shall include the names of the individuals, the ESS or Iowa Land Records usernames associated with those individuals, and the email addresses and IP addresses, if known. The update shall be transmitted via email to support@clris.com with the subject line “First American Data User Update”.

Individuals accessing ESS information under this agreement are prohibited from having more than one username or user ID. When registering with ESS and Iowa Land Records to access records, individuals shall select the User or Business Type “Researcher – Real

Estate Transactions” and shall provide accurate location information to the extent possible.

The Authorized Organization shall provide training for individuals access ESS information under this agreement concerning compliance with the ESS Terms of Use and Privacy Policies.

WORK AUTHORIZATION

Authorization #: LT-1.1Cost Estimate: \$48,220.00Effective Date: 09/07, 2021Valid Through: 10/01/21Agency: Electronic Services System (ESS)Vendor (Service Provider): Lean TECHniques, Inc.Project Phase: Phase 1 – ESS Payment Application – EFT APIRFQ/Contract Number: RFQ Number: ESS-2021-1Work Requested By: Phil DunsheeLean TECHniques Contact: Danielle Brommer

Statement of Work Lean TECHniques will provide software development services for the ESS payment application. Deliverables for the first phase on the project will include the following:

1. The completion of converting remaining methods of the SOAP interface
2. Begin development of the administrative UI interface
3. Proceed with development to make changes to the customer data flow to begin utilization of USA ePay's customer REST API
4. Develop Maintain External Systems functions as described in Payment Requirements (081921)
5. Prepare initial design of multi-application administrative interface for Payment, E-Submission and Portal

Deliverables include the following working software functions:

- i. Complete Make Payment
- ii. Coding for transferring company name and internal account numbers for USA ePay reports
- iii. Functional interface for testing Payment Admin functions

Activity	Rate
Delivery Lead (Amber Vaughn)	\$150.00/hr.
Senior Software Developer (Robert Greathouse)	\$150.00/hr.
Software Developer (Mark Smith)	\$110.00/hr.
Total Cost - Not To Exceed	\$48,220.00

With respect to this work authorization, Lean TECHniques will provide ESS with a detailed invoice bi-weekly.

Work Included:

Weekly Status Reports For ESS Project Manager/Product Owner

Daily Stand Up With ESS Technical Lead

ESS will provide Lean TECHniques with access to necessary software and accounts, and ensure timely communications regarding Deliverables, Acceptance or Non-Acceptance, Deficiency, Error, Enhancement, Services, and Specifications as referenced in the master Agreement.

DocuSigned by:

Danielle Brommer

9/7/2021 | 6:00:34 PM PDT

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Approved: Lean TECHNIQUES

Approved: Electronic Services System



ELECTRONIC SERVICES SYSTEM
8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131

WORK AUTHORIZATION

Authorization #: LT-1.2

Cost Estimate: \$50,600.00

Effective Date: 10/04, 2021

Valid Through: 10/29/21

Agency: Electronic Services System (ESS)

Vendor (Service Provider): Lean TECHniques, Inc.

Project Phase: Phase 1 – ESS Payment Application – EFT API

RFQ/Contract Number: RFQ Number: ESS-2021-1

Work Requested By: Phil Dunshee

Lean TECHniques Contact: Danielle Brommer

Statement of Work Lean TECHniques will provide software development services for the ESS payment application. Deliverables on the project will include the following:

1. Complete remaining tasks from work authorization LT-1.1
2. Research Data Warehouse and query/report user interface options for payment and other application data
3. Address issues which may be discovered in testing of the development completed to date.
4. Proceed with further development of multi-application administrative interface for Payment, E-Submission and Portal
5. Plan for development of integration with Bank of America system for transferring NACHA files.
6. Research and address credit card expiration and reporting notices
7. Develop payment reports

Deliverables include the following working software functions:

- i. Progress on functional interface for Payment Admin functions
- ii. Progress on functional interface for E-Submission and Portal Admin Functions
- iii. Progress on testing for all payment functions (adjustments to be made based on testing)
- iv. Recommendation and decision on Data Warehouse options
- v. Start BOA NACHA integration
- vi. Modify reports as defined by Admin

Activity	Rate
Delivery Lead (Amber Vaughn)	\$150.00/hr.
Senior Software Developer (Robert Greathouse)	\$150.00/hr.
Software Developer (Mark Smith)	\$110.00/hr.
Total Cost - Not To Exceed	\$50,600.00

With respect to this work authorization, Lean TECHniques will provide ESS with a detailed invoice bi-weekly.

Work Included:

Weekly Status Reports For ESS Project Manager/Product Owner
Daily Stand Up With ESS Technical Lead

ESS will provide Lean TECHniques with access to necessary software and accounts, and ensure timely communications regarding Deliverables, Acceptance or Non-Acceptance, Deficiency, Error, Enhancement, Services, and Specifications as referenced in the master Agreement

Danielle Brommer

Approved: Lean TECHNIQUES

Approved: Electronic Services System



ELECTRONIC SERVICES SYSTEM
8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131

WORK AUTHORIZATION

Authorization #: LT-1.4

Cost Estimate: \$56,840.00

Effective Date: 10/30, 2021

Valid Through: 12/03/21

Agency: Electronic Services System (ESS)

Vendor (Service Provider): Lean TECHniques, Inc.

Project Phase: Phase 2 – ESS Payment Application – Admin Application: Image Management

RFQ/Contract Number: RFQ Number: ESS-2021-1

Work Requested By: Phil Dunshee

Lean TECHniques Contact: Danielle Brommer

Statement of Work Lean TECHniques will provide software development services for the ESS payment application and Admin application. Deliverables on the project will include the following:

1. Complete remaining tasks from work authorization LT-1.1-3
2. Address issues which may be discovered in testing of the development completed to date.
3. Proceed with further development of multi-application administrative interface for Payment, E-Submission and Portal
4. Plan for development of integration with Bank of America system for transferring NACHA files.
5. Develop a new Image Conversion Service for E-Submission
6. Develop payment reports (stretch)
7. Research and address credit card expiration and reporting notices (stretch)

Deliverables include the following working software functions:

- i. Progress on Image Conversion Service
- ii. Complete functional interface for Payment Admin functions (dependent on staging environment)
- iii. Progress on functional interface for E-Submission Admin Functions (dependent on staging environment)
- iv. Complete on testing for all payment functions (adjustments to be made based on testing) (dependent on staging environment)
- v. Start BOA NACHA integration
- vi. Modify reports as defined by Admin (stretch)

Activity	Rate
Delivery Lead (Amber Vaughn)	\$150.00/hr.
Senior Software Developer (Robert Greathouse)	\$150.00/hr.
Software Developer (Mark Smith)	\$110.00/hr.
Total Cost - Not To Exceed	\$56,840.00

With respect to this work authorization, Lean TECHniques will provide ESS with a detailed invoice bi-weekly.

Work Included:

Weekly Status Reports For ESS Project Manager/Product Owner

Daily Stand Up With ESS Technical Lead

ESS will provide Lean TECHniques with access to necessary software and accounts, and ensure timely communications regarding Deliverables, Acceptance or Non-Acceptance, Deficiency, Error, Enhancement, Services, and Specifications as referenced in the master Agreement.

DocuSigned by:

Danielle Brommer

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Approved: Lean TECHNIQUES

Approved: Electronic Services System

WORK AUTHORIZATION

Authorization #: WWC-1.1

Cost Estimate: \$29,810.00

Effective Date: 11/13/21

Valid Through: 12/31/21

Agency: Electronic Services System (ESS)

Vendor (Service Provider): We Write Code.

Project Phase: Phase 1 – ESS E-Submission Application

RFQ/Contract Number: RFQ Number: ESS-2021-1

Work Requested By: Phil Dunshee

We Write Code Contact: Corey McSparen

Statement of Work: Software Developments as described herein. Deliverables on the project will include the following:

1. E-Submission Interface
 - a. Submission Interface Components
2. **Deliverables** include the following working software functions:
 - i. Submitter Interface Functions
 - ii. Recorder Interface Functions
 - iii. Administration Functions
 - iv. Reporting Functions
3. Provide the following personnel at the specified rates.

Activity	Rate
Sr. Tech Lead/Project Manager (Corey McSparen)	\$125.00/hr.
Software Developer (Dan Lemons)	\$95.00/hr.
Total Cost - Not To Exceed	\$29,810.00

With respect to this work authorization, We Write Code will provide ESS with a detailed invoice monthly.

Work Included:

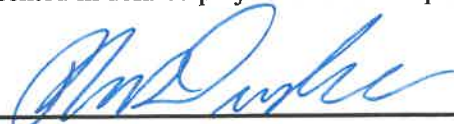
Weekly Status Reports For ESS Project Manager/Product Owner
Daily Stand Up With ESS Technical Lead

ESS will provide We Write Code with access to necessary software and accounts, and ensure timely communications regarding Deliverables, Acceptance or Non-Acceptance, Deficiency, Error, Enhancement, Services, and Specifications as referenced in the master Agreement.

This work authorization will be amended or appended as necessary to provide further elaboration on the work to be performed, and such work will be represented in defined project tasks and requirements.



Approved: We Write Code



Approved: Electronic Services System

Groundwater Hazard Statement Proposal

Section 558.69, numbered paragraph 1, is amended to read as follows:

1. With each declaration of value submitted to the county recorder under chapter 428A, except as specified in subsection 9, there shall be submitted a groundwater hazard statement stating all of the following:
 - a. Whether any known private burial site is situated on the property, and if a known private burial site is situated on the property, the statement shall state the approximate location of the site.
 - b. That no known wells are situated on the property, or if known wells are situated on the property, the statement must state the approximate location of each known well and its status with respect to section 455B.190 or 460.302.
 - c. That no known disposal site for solid waste, as defined in section 455B.301, which has been deemed to be potentially hazardous by the department of natural resources, exists on the property, or if such a known disposal site does exist, the location of the site on the property.
 - d. That no known underground storage tank, as defined in section 455B.471, subsection 11, exists on the property, or if a known underground storage tank does exist, the type and size of the tank, and any known substance in the tank.
 - e. That no known hazardous waste as defined in section 455B.411, subsection 3, exists on the property, or if known hazardous waste does exist, that the waste is being managed in accordance with rules adopted by the department of natural resources.
 - f. That no known private sewage disposal system exists on the property or, if such private sewage disposal system exists, that the system has been inspected pursuant to section 455B.172, subsection 11, or that the property is not subject to inspection due to its exclusion from a regulated transfer pursuant to section 455B.172, subsection 11, paragraph "a".
2. Section 558.69 is amended by striking numbered paragraph 3.
3. Section 558.69, numbered paragraph 4, is amended to read as follows:

"A buyer of property shall be provided with a copy of the submitted groundwater hazard Statement, if required under this section, by the seller".
4. Section 558.69, numbered paragraph 7, is amended to read as follows:

"The county recorder shall transmit the groundwater hazard statements to the department of natural resources ~~at times and in a manner directed by the director of the department.~~"

Groundwater hazard statements may be transmitted electronically to the department or may be presented to the department through a browser interface provided through the county land record information system. The form and timing of the transmittal of information shall be determined by the department and the county recorders.

5. Section 558.69, is amended by inserting the following after numbered paragraph 8:

6. By numbering or renumbering Section 558.69 as necessary.

“9. If there are no hazardous conditions present, as described in subsection 1 of this section, then a groundwater hazard statement shall not be submitted. In lieu of the submission of a groundwater hazard statement, any deed, instrument, or writing by which any real property in this state shall be granted, assigned, transferred, or otherwise conveyed shall include on the first page of the deed, instrument, or writing the following statement “ There is no known Groundwater Hazard, and therefore, the parcel is exempt from the Groundwater Hazard Statement pursuant to Iowa Code 558.69”. The owner of the property is responsible for the accuracy of this statement as is provided this section.”

“10. The county recorder shall refuse to record any deed, instrument, or writing by which any real property in this state shall be granted, assigned, transferred, or otherwise conveyed, if the deed, instrument, or writing and a required declaration of value is not accompanied by a groundwater hazard statement, or the statement “ There is no known Groundwater Hazard, and therefore, the parcel is exempt from the Groundwater Hazard Statement pursuant to Iowa Code 558.69” is not present on the first page of the deed, instrument, or writing.”

Smart Contracts

Sec. 2. Section 554D.103, Code 2021, is amended by adding the following new subsections:

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

- a. The electronic record is uniformly ordered.
- b. The electronic record is redundantly maintained or processed by one or more computers or machines to guarantee the consistency or nonrepudiation of the recorded transactions or other data.

NEW SUBSECTION. 14A. "smart contract" means an event-driven program or computerized transaction protocol that runs on a distributed, decentralized, shared, and replicated ledger that executes the terms of a contract. For purposes of this subsection, "executes the terms of a contract" may include taking custody over and instructing the transfer of assets.

558.49 Index records.

The recorder must keep index records to show the following:

1. Each grantor.
2. Each grantee.
3. The date and time when the instrument was filed with the recorder.
4. The date of the instrument.
5. The nature of the instrument.
6. The document reference number where the record of the instrument may be found.
7. The description of the real estate affected by the instrument.

[C51, §1213; R60, §2222; C73, §1943; C97, §2935; S13, §2935; C24, 27, 31, 35, 39, §10109; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §558.49]

2001 Acts, ch 44, §23, 24; 2006 Acts, ch 1031, §8; 2010 Acts, ch 1023, §2

Referred to in §10A.108, 96.14, 359A.10, 422.26, 437A.11, 437A.22, 437B.7, 437B.18, 448.17, 468.623, 468.626, 557C.4, 558.55, 561.4, 614.17, 614.18, 614.35

558.52 Alphabetical arrangement.

The entries shall show the names of the respective grantors and grantees, arranged in alphabetical order. When the instrument is executed by a personal representative, guardian, referee, commissioner, receiver, sheriff, or other person acting in a representative capacity, the recorder shall enter upon the index the name and representative capacity of each person executing the instrument and the owner of the property if disclosed in the instrument.

[C51, §1215; R60, §2224; C73, §1945; C97, §2937; C24, 27, 31, 35, 39, §10112; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §558.52]

2001 Acts, ch 44, §25

Referred to in §10A.108, 96.14, 359A.10, 422.26, 437A.11, 437A.22, 437B.7, 437B.18, 448.17, 468.623, 468.626, 557C.4, 558.55, 561.4, 614.17, 614.18, 614.35

558.55 Filing and indexing — constructive notice.

The recorder must endorse upon every instrument properly filed for recording in the recorder's office, the day, hour, and minute when filed for recording and the document reference number, and enter in the index the entries required to be entered pursuant to sections 558.49 and 558.52. The recording and indexing shall constitute constructive notice to all persons of the rights of the grantees conferred by the instruments.

[C51, §1214; R60, §2223; C73, §1944; C97, §2936; C24, 27, 31, 35, 39, §10115; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §558.55]

2001 Acts, ch 44, §26; 2007 Acts, ch 101, §4; 2009 Acts, ch 27, §34

Referred to in §6B.3

558.57 Entry on auditor's transfer books.

After the recorder has accepted for recording and indexed any deed, real estate installment contract, or other instrument unconditionally conveying real estate or altering a real estate contract by assigning the buyer's or seller's interest, changing the name of the buyer or seller, changing the legal description of the property, forfeiting or canceling the contract, or making other significant changes, the auditor shall make the proper entries upon the transfer books in the auditor's office.

[C73, §1952, 1953; C97, §2932, 2934; C24, 27, 31, 35, 39, §10116; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §558.57]

85 Acts, ch 159, §8; 86 Acts, ch 1079, §2; 2000 Acts, ch 1058, §56; 2001 Acts, ch 143, §5; 2004 Acts, ch 1144, §4; 2006 Acts, ch 1031, §9

Referred to in §331.507, 558.58

558.60 Transfer and index books.

1. The county auditor shall keep in the county auditor's office books for the transfer of real estate, which shall consist of a transfer book, index book, and plat book. As used in this context, "*book*" means the method of data storage and retrieval utilized by the county auditor.

2. The auditor shall index the real estate transfers by block and lot or by township, range, section, section quarter, and subdivision, as occasion may require. The transfer books shall show all of the following:

- a. Each grantor.
- b. Each grantee.
- c. The date of the instrument.
- d. The nature of the instrument.
- e. The document reference number where the record of the instrument may be found.
- f. The description of the real estate conveyed.

[C73, §1948; C97, §2927; C24, 27, 31, 35, 39, §10119; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §558.60]

2006 Acts, ch 1031, §11; 2013 Acts, ch 30, §261

Referred to in §331.508, 558.66

558.72 Real estate transfers by certain entities.

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

- a. "*Entity*" means any of the following:

- (1) A partnership, limited liability partnership, or foreign limited liability partnership as provided in chapter 486A.
- (2) A limited partnership, foreign limited partnership, limited liability limited partnership, or foreign limited liability limited partnership as provided in chapter 488.
- (3) A limited liability company or foreign limited liability company as provided in chapter 489.
- (4) A corporation or foreign corporation as provided in chapter 490 or a nonprofit corporation or foreign nonprofit corporation as provided in chapter 504.
- (5) A cooperative association as provided in chapter 497 or 498; an association, corporation, or foreign corporation as provided in chapter 499; a cooperative as provided in chapter 499A; a cooperative as provided in chapter 501; or a cooperative or foreign cooperative as provided in chapter 501A.
- (6) An unincorporated nonprofit association as provided in chapter 501B.

b. *“Instrument transferring an interest in real estate”* means a deed, real estate contract, lease, easement, mortgage, deed of trust, or any other instrument used to effect the transfer of an interest in real estate situated in this state by any act to sell, transfer, convey, assign, lease, mortgage, or encumber the interest in the real estate.

2. An instrument transferring an interest in real estate situated in this state by an entity, unless clearly and conspicuously provided to the contrary in the instrument, includes a warranty to the transferee by the person executing the instrument of all of the following:

- a. That the transferor entity is in existence at the time of the transfer.
- b. That the person executing the instrument has been duly authorized by the transferor entity to execute the instrument on behalf of the entity.
- c. That the person executing the instrument has the legal capacity to execute the instrument.
- d. That the person knows of no facts or legal claims that might impair the validity of the transfer, including whether the instrument was given in the ordinary course of business.

3. An action to invalidate a transfer of real estate by deed or real estate contract by an entity shall be subject to the time limitations set forth in section 614.14A.

2013 Acts, ch 108, §5

Referred to in §614.14A

614.35 Recording interest.

To be effective and to be entitled to record, the notice referred to in section 614.34 shall contain an accurate and full description of all land affected by such notice which description shall be set forth in particular terms and not by general inclusions; but if the claim is founded upon a recorded instrument, then the description in such notice may be the same as that contained in such recorded instrument. Such notice shall be filed for record in the office of the county recorder of the county or counties where the land described in the notice is situated. The recorder of each county shall accept all such notices presented to the recorder which describe land located in the county in which the recorder serves and shall enter and record full copies of the notices and shall index the applicable entries specified in sections 558.49 and 558.52, and each recorder shall be entitled to charge the same fees for the recording of the notices as are charged for recording deeds. In indexing such notices in the recorder’s office each recorder shall enter such notices under the grantee indexes of deeds in the names of the claimants appearing in such notices.

[C71, 73, 75, 77, 79, 81, §614.35]

2006 Acts, ch 1031, §15; 2007 Acts, ch 101, §7; 2015 Acts, ch 30, §179

Referred to in §257B.28, 331.602, 331.607, 455I.9, 457A.2