

ESS

Electronic Services System – Coordinating Committee Meeting

Agenda

Hybrid Meeting and Web Conference

8711 Windsor Parkway, Suite 2

Johnston, Iowa

May 9, 2023

10:00 A.M. to 12:00 P.M.

- Welcome and Introductions
- February 16, 2023 – ESS Coordinating Committee Meeting Summary – Approval
- Financial Reports – Approval
 - 2023 1st Quarter Reports
- CY 2023 Budget Amendment – Approval
- Work Authorization – Approval
- Fraud Notification Concept
- Contracts and Agreements
 - Linn County Services Agreement – Approval
 - Local Service Provider Maintenance Template – Approval
- Legislative Update
 - Terms of Service
 - Other Legislation
 - 2024 Planning
- Policies and Procedures
 - Terms of Service Update – Approval
 - Document Formatting
 - ESS Executive Committee
 - Search User Management Policy
- E-Submission Development Updates
 - Recorder and Submitter CAS
 - County Upload API
 - Search Application Redesign
- Communications Update
- PRIA Update
- Adjourn - Next Regular Meeting August 8, 2023

ESS Coordinating Committee

Meeting Summary

February 16, 2023

Participants

Nancy Booten, Lee County	Julie Haggerty, Polk County Recorder
David Erickson, Dentons Davis Brown	Denise Baker, Wright County Recorder
Natalie Steffener, Des Moines County Recorder	Melissa Bahnsen, Cedar County Recorder
Jolynn Goodchild, Plymouth County Recorder	Eric Sloan, ICIT
Lindsay Laufersweiler, Webster County Recorder	

Other Participants

Sheri Jones, Jones County Recorder	Dillon Malone, ITG Director
Phil Dunshee, Iowa Land Records	Jan Gemar, ILTA
Corrie Strasser, Iowa Land Records	Kristen Delany-Cole, Iowa Land Records
Lisa Long, Iowa Land Records	Census Lo-Liyong, Iowa Land Records

Welcome

A meeting of the ESS Coordinating Committee was held via web conference. The meeting was called to order by Chair Nancy Booten and introductions were made.

Meeting Summary

The February 1, 2023, meeting summary was reviewed. Julie Haggerty made a motion to approve the meeting summary as presented. Jolynn Goodchild seconded, and the motion was approved.

ESS Election of Officers

The Committee reviewed the Policies and Procedures for the election of ESS Coordinating Committee officers. It was noted that the practice of the Committee has been to elect the ICRA representative to be the Chair for the Committee, however this is not a required policy.

The Committee reviewed the list of nominees for the position of chair, vice chair and secretary. Julie Haggerty made a motion to approve Nancy Booten as the Chair. Jolyn Goodchild seconded, and the motion was approved. Lindsay Laufersweiler made a motion to approve Julie Haggerty as the Vice Chair for the ESS Coordinating Committee. Natalie Steffener seconded, and the motion was approved. Lindsay Laufersweiler made a motion to approve Melissa Bahnsen as the Secretary/Treasurer. Julie Haggerty seconded, and the motion was approved.

Treasury Management Update

The Project Manager reported that the functions of the Treasury Management account with Bankers Trust are nearly complete. A small balance remained in the Bank of America account, and an additional transfer is needed to close the account. This was expected to be completed soon. The Committee reviewed financial statements showing the status of the transition.

Financial Reports

The Bank of America (BOA) account for December had a starting balance of \$1,215,411.94 and an ending balance of \$ 1,373,245.14. The Banker's Trust (BT) account for December had a starting balance of \$660,481.16 and an ending balance of \$ 219,548.55. The Profit and Loss and Balance Sheet reports were also reviewed. Fund 255 assets at the end of the last quarter was \$221,153.60. E-submission activity declined below the 2020 levels due to economic conditions affecting overall recording activity. While overall activity is declining, E-submission continues to increase. In 2022, 60% of all recorded documents were electronically recorded. Lindsay Laufersweiler made a motion to approve the financial reports. Jolynn Goodchild seconded, and the motion was approved.

CY 2023 Budget Amendment

Projected revenue from E-submission was built on an estimate of \$85,000 in income per month. However, it was recommended that the monthly income projection for the remainder of 2023 be reduced to \$80,000.00. An adjustment of the accounting budget was recommended to reflect higher expected costs associated with the preparation of the 2022 990 filing. It was also recommended that the income and expenses for January and February be adjusted to reflect the actual amounts. Julie Haggerty made a motion to authorize staff to adjust the CY 2023 budget as recommended. Denise Baker seconded the motion, and it was approved.

Reserve Fund Allocations

As part of the bank transition, reserve fund accounts were set up in Bankers Trust. The Bankers Trust (BT) account had a settlement balance of \$1,503,019.32. The Unrestricted Reserve had a balance of \$38,399.40, the Software Development and Equipment Maintenance Reserve had a balance of \$459,575.00, the Restricted Operating Reserve had a balance of \$100,000.00, and the Redaction Reserve had a balance of \$28,778.36. The Bank of America settlement account had a balance of \$316,915.70 which will be transferred to the BT settlement account. The Committee reviewed plans for rebalancing the reserve fund once the bank transition was complete. This was expected to be addressed by the Finance Subcommittee at their March meeting. No action was taken by the ESS Coordinating Committee.

Reserve Fund Expenditure Authorization

The ESS Coordinating Committee was presented with a software development update. It was noted that the development team had recently completed a central authentication system (CAS) and that two-factor authentication had been implemented. The most recent work authorization ended on February 17. Prior to Phase 2, the ESS Coordinating Committee had authorized \$350,000.00. Actual expenditure was \$218,000.00.

The next phase of development is currently in progress with the primary focus being the development of an updated search application and company/user management system. Authorization is required for the use of up to \$350,000.00 from the Software Development and Equipment Maintenance Reserve during the period of February 20, 2023, through June 2, 2023, in support of the described activities. This phase will include developing a code for the new search application and the new user registration and management system.

Julie Haggerty made a motion to authorize the use of up to \$350,000.00 from the Software Development and Equipment Maintenance Reserve during the period of February 20, 2023, through June 2, 2023, in support of the described activities. Natalie Steffener seconded, and the motion was approved.

Work Authorizations

In November, work authorization 2.3 was approved, and subsequently modified (work authorization 2.3B) to adjust the scope of work to include developments for the ESS payment system. The LT development team was now ready to begin work authorization 2.4. The focus of this work authorization is the development of the next generation search application. The authorization approved by the Project Manager for the period of February 20 through April 7 was \$105,000.00. The ESS Coordinating Committee was asked to affirm and ratify work authorizations 2.3, 2.3B and 2.4.

Julie Haggerty made a motion to affirm and ratify work authorizations 2.3, 2.3B and 2.4. Denise Baker seconded, and the motion was approved.

Assignment of Credits for E-submission

The 2022 end of year E-Submission ratio reports was presented to the Committee. While overall recording activity was down, the ratio of E-submission transactions increased. Based on this information, recommendations were made to provide cost-sharing credits to the individual counties when invoices are prepared for local maintenance expenses. Credit amounts are determined by formula, and then adjusted to provide counties with no less than the amount received in the prior year. Additionally, the option was presented that an additional credit in the amount of \$150.00 could be granted to each county.

Lindsay Laufersweiler moved to approve the recommended credit amounts plus the addition of \$150.00 per county. Jolynn Goodchild seconded, and the motion was approved.

ESS Contracts and Agreements

Engagement Agreement for the 2022 Audit and 990 return preparation

Denman and Co. submitted a letter of engagement to perform the annual audit and to complete the 990 return for 2022. Approval was recommended by the Project Manager. Julie Haggerty made a motion to approve the engagement with Denman and Co. Natalie Steffener seconded, and the motion was approved.

Accounting Services Firm or Accounting Coordinator Position

The RFQ to identify qualified firms, and the companion job posting for an in-house accountant have been published. Applicants are currently being evaluated. RFQ responses are due March 10, 2023.

Linn County Registration Renewal

The Linn County Recorder's office in collaboration with their county IT department is in the process of developing an online registration renewal system. The concept is that they would obtain registration renewal information from the Department of Natural Resources and then invite their customers to renew their registrations and licenses online. In order to implement this system, when developed, it would be necessary for them to integrate with a payment system. Linn County inquired with ESS about the use of its payment system. This would require some updates to enable "on-demand" payment services, but if successful, it could open the door for other types of online services. Participants supported the concept but also speculated that the DNR might create their own online payment system.

Department of Natural Resources (DNR) Agreement

An intergovernmental 28E agreement between ESS and DNR was presented to the ESS Coordinating Committee. The purpose of this agreement is to facilitate the presentation of Groundwater Hazard (GWH) statements which are recorded by county recorders through a browser interface provided through Iowa Land Records, as well as to facilitate the proper retention of those statements. This agreement is consistent with the recently enacted legislation concerning the submission of Groundwater Hazard (GWH) statements for recording. Julie Haggerty made a motion to approve the agreement between DNR and ESS. Lindsay Laufersweiler seconded, and the motion was approved.

Legislative Updates

The Committee was informed about progress made on the two ESS legislative priorities. ESS is pursuing legislation concerning the website Terms of Use, and authorization for the use of batch transfers for Groundwater Hazard (GWH) statements and an application programming interface (API) for the provision of reports with aggregated anonymous data. The proposals were developed with extensive discussions among ESS stakeholders. A Senate Study Bill was introduced, and the bill was approved by the Senate Local Government Committee. The bill, now Senate File 141, has now been assigned to the

Ways and Means Committee. It was hoped that a companion bill would be filed in the House.

ICRA had proposed a technical change to policies concerning who should file Trade Name documents with Iowa counties. The proposed change was being researched and reviewed with stakeholders including the office of the Secretary of State. It was reported that a conference call was held with representatives from the ISAC Treasurer's affiliate. These discussions are expected to be extended to the next legislative interim period.

It was reported that Megan Clyman had stepped forward to replace John Murphy and serve as one of the legislative liaisons for the Association. Stacie Herridge, Megan Clyman and Census Lo-Liyong have established a working schedule with regular meetings every Friday to discuss bills and ICRA declarations.

Document Formatting Policy Review Process

A special working group has been formed to review document formatting standards. The formatting standards working group recently held their first meeting, and a schedule for future meetings was shared. Once a draft report is prepared, stakeholder discussions will be held during the upcoming legislative interim.

Software Development Updates

The Committee received an update on recent software developments and a brief demonstration of progress on the search application.

PRIA Working Group

PRIA has started a blockchain working group. The agenda for the group has an educational focus. Phil Dunshee, Census Lo-liyong and Lindsay Laufersweiler are part of the working group.

Marketing Update

The preparation of the recorder's directory is currently in progress. The directory and the map will be available at the upcoming ISAC meetings.

The meeting was adjourned at 2:00 PM. The next regular meeting will be **May 9, 2023**.

Electronic Services System

Profit & Loss

January through March 2023

	Jan - Mar 23
Income	
BudgetedIncome	
40100 · Bad Payment Fee	50.00
42000 · POSSERVICEFEE	23,961.34
43000 · SERVICEFEE	
43100 · ACH	159,378.00
43200 · CC	22,514.01
43300 · DRAWDOWN	16,494.00
Total 43000 · SERVICEFEE	198,386.01
44000 · MOU Services	
44100 · Policy	6,396.80
44200 · Communications	556.80
Total 44000 · MOU Services	6,953.60
47000 · Fund 255 Reimbursement	184,649.42
48900 · Misc. Income	950.00
BudgetedIncome - Other	99.00
Total BudgetedIncome	415,049.37
49000 · RevolvingIncome	
49300 · ERECORDING	
49100 · AUDITORFEE	90,965.00
49200 · TRANSFERTAX	4,307,846.40
49300 · ERECORDING - Other	1,535,255.00
Total 49300 · ERECORDING	5,934,066.40
49600 · POSPAYMENT	798,612.68
Total 49000 · RevolvingIncome	6,732,679.08
Total Income	7,147,728.45
Gross Profit	7,147,728.45
Expense	
Budgeted Expenses	
60000 · Administration	
60200 · Accounting Software-Services	4,693.14
60300 · Bookkeeping-CPA-990	18,004.00
60400 · Project Manager	36,700.00
60500 · Professional Fees	
60510 · Legal	6,750.00
60520 · Government Relations	5,000.00
60530 · Human Resources-Oasis	2,739.32
Total 60500 · Professional Fees	14,489.32
60700 · Ess Meetings	405.02
60800 · Office Operations	
60810 · Office Space Lease	9,050.00
60820 · Office Supplies	236.14
60830 · Official Publication Expense	110.07
60840 · Postage	7.09
60850 · Teleconference	269.81
60860 · Telephone	1,924.64
60865 · Internet	500.00
60870 · Office Tech Support	2,974.00
60880 · Printing and Copying (Color-BW)	580.00
60890 · Miscellaneous	134.50
Total 60800 · Office Operations	15,786.25
Total 60000 · Administration	90,077.73

Electronic Services System

Profit & Loss

January through March 2023

	Jan - Mar 23
61000 · Marketing-Communications	
61200 · Administrative/Marketing Coord	15,914.54
61300 · Education and Outreach	
61310 · ILR Annual Conference	210.00
61320 · Tradeshows/Exhibits/Sponsorship	100.54
61340 · Memberships	200.00
61350 · Conferences & Meetings	2,268.63
61360 · Campaigns	62.63
61370 · Software & Hosted Services	2,768.67
Total 61300 · Education and Outreach	5,610.47
Total 61000 · Marketing-Communications	21,525.01
62000 · Customer Support	
62100 · Account Manager	24,393.38
62130 · Customer Support Coordinator	8,746.82
Total 62000 · Customer Support	33,140.20
63000 · Policy Coordination	
63100 · Policy Coordinator	18,851.12
Total 63000 · Policy Coordination	18,851.12
64000 · ILR System Operations	
64100 · Development Team	
64110 · Technical Lead	37,798.50
64120 · Senior Developer	32,416.67
64130 · Technical Support & Development	28,711.79
Total 64100 · Development Team	98,926.96
64200 · External Development & Services	
64210 · FF Redaction Services	11,312.94
64225 · Technical Consulting	0.00
64240 · Data Center & Hosting Services	9,158.70
64250 · Domain Registration	41.87
Total 64200 · External Development & Services	20,513.51
64300 · Software License-Maintenance	
64305 · JetBrains	1,868.00
64310 · Certificates- Digicert	99.00
64311 · Browser Stack	372.36
64319 · AWS	2,127.39
64326 · Atlassian	589.60
64327 · ZOOM	30.00
64328 · Microsoft	300.00
64329 · LoopUp	61.51
Total 64300 · Software License-Maintenance	5,447.86
64500 · Computing & Equip (CAP)	
64520 · System Equipment	12,215.17
Total 64500 · Computing & Equip (CAP)	12,215.17
Total 64000 · ILR System Operations	137,103.50
66000 · Payment Expenses	
66100 · Bank Account Analysis Fee	3,734.42

1:55 PM

05/05/23

Accrual Basis

Electronic Services System

Profit & Loss

January through March 2023

	Jan - Mar 23
66300 · Gateway Transaction Fees	
66315 · ProfSolOnlineTransFees	15,974.27
66310 · Vericheck OnlineTransactionFees	7,247.79
66320 · POSTransactionsFees	20,637.67
Total 66300 · Gateway Transaction Fees	43,859.73
Total 66000 · Payment Expenses	47,594.15
Total Budgeted Expenses	348,291.71
Planned Reserve Expenses	
BF Redaction	1,500.18
Software Development-Consulting	150,750.00
Software License Expense	21,000.00
Total Planned Reserve Expenses	173,250.18
70000 · RevolvingExpenses	
ESSPayments	
70100 · COUNTYDISTRIBUTION	5,934,073.40
70200 · POSDISTRIBUTION	783,139.25
Total ESSPayments	6,717,212.65
Total 70000 · RevolvingExpenses	6,717,212.65
Total Expense	7,238,754.54
Net Income	-91,026.09

Electronic Services System

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Electronic Services System

Profit & Loss

January through March 2023

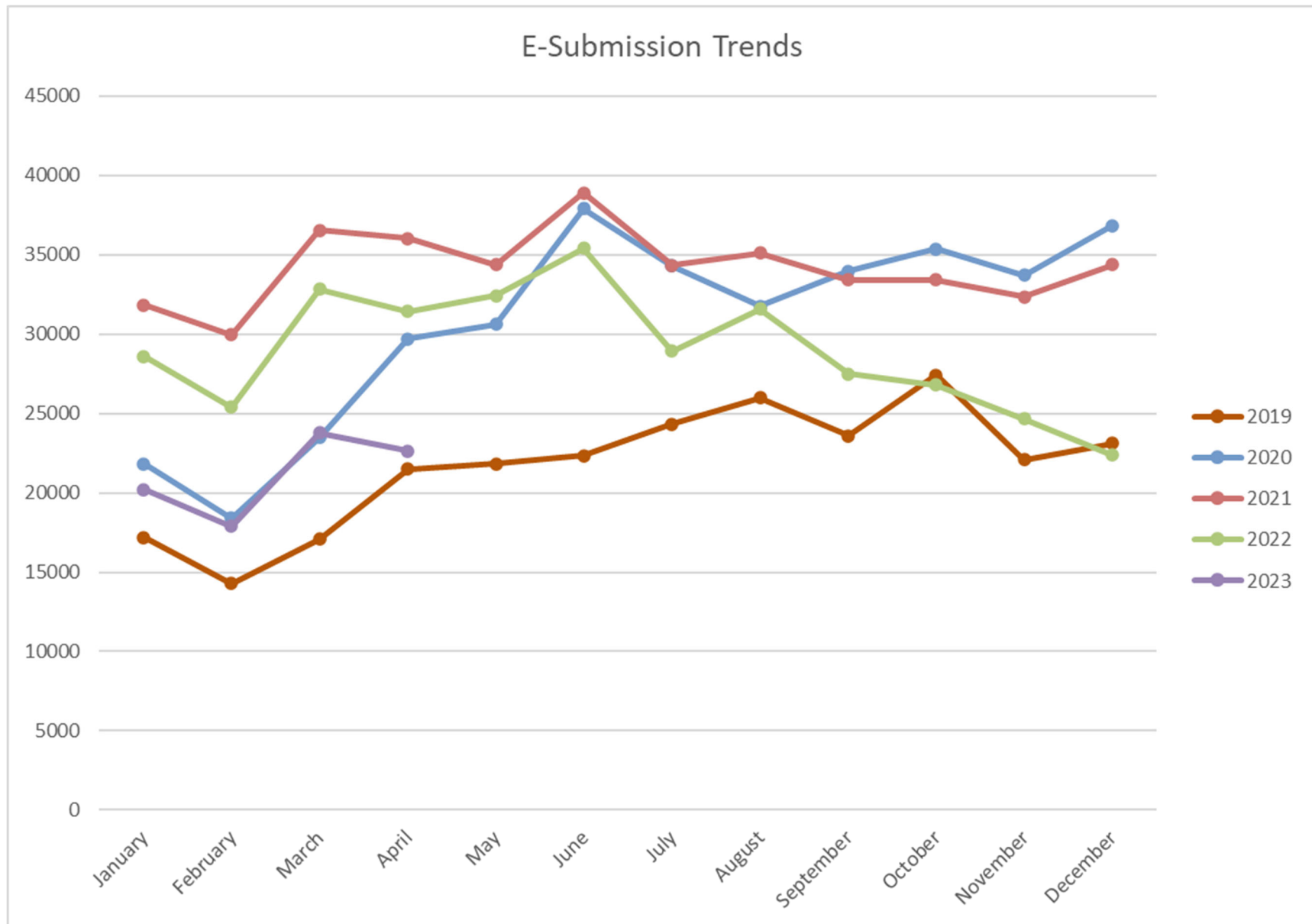
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66320 · POSTransactionsFees	20,637.67
Total 66300 · Gateway Transaction Fees	43,859.73
Total 66000 · Payment Expenses	47,594.15
Total Budgeted Expenses	348,291.71
Total Expense	348,291.71
Net Income	66,757.66

Electronic Services System

Balance Sheet

As of March 31, 2023

	Mar 31, 23
ASSETS	
Current Assets	
Checking/Savings	
107000 · BT-Settlement	
107100 · Unrestricted Reserve Account	38,399.40
107200 · Software Dev & Equip Maint Rsrv	523,950.00
107300 · Redaction Reserve	59,473.82
107400 · Restricted Operating Reserve	100,000.00
107000 · BT-Settlement - Other	1,094,007.07
Total 107000 · BT-Settlement	1,815,830.29
10800 · BOA-Settlement	8.68
Total Checking/Savings	1,815,838.97
Accounts Receivable	
12000 · Accounts Receivable	119,137.84
Total Accounts Receivable	119,137.84
Other Current Assets	
13000 · Due from State	103,446.16
14000 · Prepaid Expenses	155,817.97
Total Other Current Assets	259,264.13
Total Current Assets	2,194,240.94
Fixed Assets	
17000 · Computer Equipment	718,246.95
17001 · Developed Software	633,302.00
17900 · Asset in Process	200,910.01
18000 · Accumulated Depreciation	-1,072,079.02
Total Fixed Assets	480,379.94
TOTAL ASSETS	2,674,620.88
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	43,802.97
Total Accounts Payable	43,802.97
Credit Cards	
21100 · BT Credit Card	2,169.61
Total Credit Cards	2,169.61
Other Current Liabilities	
Bank Adjustment	-15,700.00
22000 · Accrued Compensation	35,257.21
22500 · Deferred Revenues	138,702.28
24000 · DRAWDOWN	70,424.40
Total Other Current Liabilities	228,683.89
Total Current Liabilities	274,656.47
Total Liabilities	274,656.47
Equity	
30000 · Retained Earnings	2,490,990.50
Net Income	-91,026.09
Total Equity	2,399,964.41
TOTAL LIABILITIES & EQUITY	2,674,620.88



BUDGETED INCOME AND EXPENSES
CY 2023
Proposed Amendment Revised

		2023	January	February	March	April	May	June	July	August	September	October	November	December	Proposed May Amend.	2023 Adopted Feb amendment	Difference
Income	BudgetedIncome																
	Bad Payment Fee		50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	50.00	0.00
	Misc. Income		0.00	0.00	1049.00	200.00	0.00			0.00	0.00	0.00	0.00	200.00	1449.00	200.00	1249.00
	Event Income	ILR Conferences Registration	0.00	0.00	0.00	0.00	0.00			0.00	0.00	7000.00	0.00	0.00	7000.00	7000.00	0.00
		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	0.00	0.00
	POSSERVICEFEE		8989.33	6424.09	8547.92	10253.35	8000.00	8000.00	8000.00	8000.00	8000.00	8000.00	8000.00	8000.00	98214.69	95413.42	2801.27
	ERECORDING SERVICEFEE																
	ACH																
	CC																
	DRAWDOWN																
	Total SERVICEFEE		66452.36	56947.69	74985.96	77348.34	80000.00	80000.00	80000.00	80000.00	80000.00	80000.00	80000.00	80000.00	915734.35	923400.05	-7665.70
	MOU Services																
	Policy		1219.39	1979.01	3198.40	3578.21	3358.32	3250.00	1675.00	1675.00	1675.00	1675.00	1675.00	1675.00	26633.33	26248.40	384.93
	Communications		0.00	417.60	139.20	87.00	69.60	1000.00	0.00	0.00	1000.00	0.00	0.00	1000.00	3713.40	4417.60	-704.20
	Events		0.00	0.00	0.00	0.00	0.00	1000.00	0.00	0.00	1000.00	0.00	0.00	1000.00	3000.00	4000.00	-1000.00
	Expense Reimbursement - 255		73298.50	55003.16	56347.76	58221.22	61129.97	51000.00	51000.00	51000.00	51000.00	51000.00	51000.00	51000.00	661000.61	638301.66	22698.95
	Local Service Provider Maint.	Cost Sharing Credit	0.00	0.00	0.00	0.00	-170170.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-170170.11	-170775.00	604.89
		Local Maintenance Share	0.00	0.00	0.00	0.00	304000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	304000.00	304000.00	0.00
	Total BudgetedIncome		150009.58	120771.55	144268.24	149688.12	286387.78	144250.00	140675.00	140675.00	149675.00	140675.00	140675.00	142875.00	1850625.27	1832256.13	18369.14
Expense																	
Budgeted Expenses																	
	Administration																
	Annual Audits		0.00	0.00	0.00	0.00	0.00	4200.00	0.00	850.00	3300.00	0.00	0.00	0.00	8350.00	8350.00	0.00
	Accounting Software-Services		4389.18	151.98	151.98	158.00	158.00	158.00	158.00	158.00	158.00	158.00	158.00	158.00	6115.14	6091.16	23.98
	Bookkeeping-CPA-990		4900.00	6804.00	6300.00	9068.85	13200.00	17900.00	7100.00	7100.00	7100.00	7100.00	7100.00	7100.00	100772.85	76704.00	24068.85
		Acct Computer Equip.	0.00	0.00	0.00	6605.13	568.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7173.88	0.00	7173.88
	Professional Fees																
	Legal Fees		2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	27000.00	27000.00	0.00
	Government Relations		1000.00	2000.00	2000.00	2000.00	2000.00	2000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	17000.00	17000.00	0.00
	Human Resources-Oasis		947.99	778.11	1013.22	978.45	1043.68	1565.52	1043.68	1043.68	1043.68	1043.68	1043.68	1565.52	13110.89	12506.10	604.79
	Project Manager		11900.00	12400.00	12400.00	12400.00	12400.00	12400.00	12400.00	12400.00	12400.00	12400.00	12400.00	12400.00	148300.00	148300.00	0.00
	Insurance		0.00	0.00	0.00	0.00	0.00	3500.00	29100.00	37,500.00	0.00	0.00	0.00	0.00	70100.00	70100.00	0.00
	ESS Meetings		0.00	0.00	405.02	1377.80	0.00	0.00	0.00	0.00	750.00	0.00	0.00	750.00	3282.82	3000.00	282.82
	Office Operations																
	Office Space Lease		2950.00	3050.00	3050.00	3050.00	3050.00	3050.00	3050.00	3050.00	3050.00	3050.00	3050.00	3050.00	36500.00	36500.00	0.00
	Office Supplies		0.00	236.14	0.00	0.00	0.00	75.00	0.00	0.00	75.00	0.00	0.00	75.00	461.14	536.14	-75.00
	Official Publication Expense		57.87	16.56	35.64	41.02	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	511.09	524.43	-13.34
	Postage		0.00	0.00	7.09	0.00	0.00	63.00	0.00	0.00	63.00	0.00	0.00	63.00	196.09	252.00	-55.91
	Teleconference		75.39	118.73	75.69	0.00	150.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1294.81	1694.12	-399.31
	Telephone		1503.74	210.45	210.45	209.75	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	3934.39	3964.19	-29.80
	Internet		0.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	2750.00	2250.00	500.00
	Office Tech Support		2484.02	600.00	-110.02	0.00	710.28	750.00	750.00	750.00	750.00	750.00	750.00	750.00	8934.28	13084.02	-4149.74
	Printing and Copying (Color-BW)		350.00	0.00	230.00	1016.22	340.00	340.00	340.00	340.00	340.00	340.00	340.00	340.00	4316.22	3750.00	566.22
	Miscellaneous Expenses		0.00	59.50	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	434.50	359.50	75.00
	Total Administration																
	Marketing-Communications																
	Marketing Director		3583.95	5430.20	6900.39	6900.39	7100.00	10000.00	7100.00	7100.00	7100.00	7100.00	7100.00	10000.00	85414.93	92736.87	-7321.94
	Administrative/Marketing Support		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 Equipment		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
	Education & Outreach																
	ILR Conferences		0.00	210.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7000.00	0.00	0.00	7210.00	7440.00	-230.00
	Tradeshows/Exhibits/Sponsorship		0.00	48.14	52.40	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	400.54	2648.14	-2247.60
	Seminars & Workshops		0.00	0.00	0.00	0.00	0.00	0.00	275.00	0.00	0.00	0.00	0.00	275.00	550.00	855.00	-305.00
	Memberships		200.00	0.00	0.00	0.00	0.00	0.00	0.00	1000.00	0.00	0.00	0.00	0.00	1200.00	1450.00	-250.00
	Conferences and Meetings		50.00	1311.63	907.00	10.00	0.00	1350.00	0.00	400.00	3500.00	300.00	1350.00	0.00	9178.63	13111.63	-3933.00
	Campaigns		0.00	0.00	62.63	0.00	0.00	200.00	250.00	0.00	250.00	0.00	0.00	200.00	962.63	1150.00	-187.37
	Software, Equipment and Hosted		1033.54	675.17	1059.96	111.28	590.00	590.00	590.00	590.00	590.00	590.00	5140.00	3590.00	15149.95	15758.71	-608.76
	Marketing Supplies		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
	Promotional Expenses		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

BUDGETED INCOME AND EXPENSES
CY 2023
Proposed Amendment Revised

		2023	January	February	March	April	May	June	July	August	September	October	November	December	Proposed May Amend.	2023 Adopted Feb amendment	Difference
Total Marketing-Communications																	
Customer Support	Account Manager		8174.15	7988.83	8230.40	7983.26	8104.49	11338.06	8104.49	8104.49	8104.49	8104.49	8104.49	11737.89	104079.52	104074.83	4.68
	Coordinator		2970.67	2864.72	2911.43	3165.05	2800.00	4109.76	2876.83	2876.83	2876.83	2876.83	2876.83	4315.25	37521.04	37044.56	476.48
	Computing Equipment		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	0.00	0.00	0.00	0.00	0.00
Total Customer Support																	
Policy Coordination																	
	Policy Coordinator		6304.32	6277.10	6269.70	6442.80	6500.00	6500.00	6500.00	6600.00	6600.00	6600.00	6600.00	6600.00	77793.92	77706.42	87.50
	Computing Equipment		0.00	0.00	0.00	0.00	0.00	0.00	2661.00	0.00	0.00	0.00	0.00	0.00	2661.00	2661.00	0.00
	Professional Development		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Policy Coordination																	
ILR System Operations																	
Development Team	Technical Lead		12627.50	12585.50	12585.50	12580.59	12642.26	18177.63	12523.00	12523.00	12523.00	12523.00	12523.00	18813.85	162627.80	162746.23	-118.43
	Senior Developer		10833.55	10791.56	10791.56	10791.56	11717.73	16385.09	11717.73	11717.73	11717.73	11717.73	11717.73	16958.57	146858.27	148710.61	-1852.34
	Technical Support & Development		9561.03	9631.74	9519.02	9519.02	9519.00	13244.99	9519.00	9519.00	9519.00	9519.00	9519.00	13708.56	122298.36	119652.32	2646.04
	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
External Development & Services	FF Redaction Services		4169.88	3901.88	3241.18	4462.75	5000.00	5000.00	5000.00	5000.00	5000.00	5000.00	5000.00	7000.00	57775.69	78071.76	-20296.07
	BF Redaction 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
	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
	Technical Consulting		3176.25	0.00	-3176.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3176.25	-3176.25
	Data Center & Hosting Services		3052.90	3052.90	3052.90	3052.90	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	37011.60	37105.80	-94.20
	Domain Registration		10.99	0.00	30.88	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	81.87	81.29	0.58
Software-License-Maintenance	Accusoft-PRIZM		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
	AWS		680.65	707.37	739.37	766.21	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	8893.60	8888.02	5.58
	Browser Stack		372.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	372.36	372.36	0.00
	Certificates - Digicert		0.00	99.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5000.00	0.00	5099.00	5099.00	0.00
	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
	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
	DB2		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
	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	500.00	0.00
	FTP		0.00	0.00	0.00	0.00	0.00	0.00	1200.00	0.00	0.00	0.00	0.00	0.00	1200.00	1200.00	0.00
	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
	JetBrains		0.00	1868.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1868.00	3768.00	-1900.00
	JIRA		151.20	219.20	219.20	219.20	41.00	41.00	41.00	41.00	41.00	41.00	41.00	41.00	1136.80	780.40	356.40
	Nessus		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3600.00	0.00	0.00	0.00	3600.00	3600.00	0.00
	Security Monitoring (formerly Ali		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
	Server Support		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
	Slack		0.00	0.00	0.00	0.00	0.00	0.00	0.00	800.00	0.00	0.00	0.00	0.00	800.00	800.00	0.00
	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
	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	0.00	0.00
	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	0.00	0.00
	VPN (Anyconnect)		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
	Zoom		10.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1500.00	1530.00	1520.00	10.00
	Microsoft		100.00	100.00	100.00	115.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	415.72	200.00	215.72
	LoopUp		61.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61.51	61.51	0.00
Computing and Equipment (Cap.)	Developer Equipment		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	500.00	0.00
	System Equipment		57.75	132.00	12025.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12215.17	189.75	12025.42
	Local CC Equipment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2000.00	2000.00	2000.00	0.00
Total ILR System Operations																	

BUDGETED INCOME AND EXPENSES
CY 2023
Proposed Amendment Revised

		2023	January	February	March	April	May	June	July	August	September	October	November	December	Proposed May Amend.	2023 Adopted Feb amendment	Difference	
	Local Maint. Expense		0.00	0.00	0.00	0.00	0.00	0.00	304000.00	0.00	0.00	0.00	0.00	0.00	0.00	304000.00	304000.00	0.00
	Payment Expenses																	
	Bank Account Analysis Fee		1238.03	1231.40	1264.99	418.65	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	12153.07	12469.43	-316.36
	Bank Service Charges		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	0.00
	Gateway Transaction Fees																	
	OnlineTransactionFees - PS		8349.70	4517.66	3106.91	4026.39	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	59200.66	61867.36	-2666.70
	OnlineTransactionFees - Verichec		2480.44	2630.64	2136.71	2424.07	2600.00	2600.00	2600.00	2600.00	2600.00	2600.00	2600.00	2600.00	2600.00	30471.86	31111.08	-639.22
	POSTransactionsFees		7816.90	7511.26	5309.51	6675.37	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	71313.04	70328.16	984.88
	Total Gateway Transaction Fees																	
	Total Payment Expenses																	
Total Budgeted Expenses			119875.46	112721.37	115694.88	119070.43	118255.19	154283.05	448084.73	151208.73	122196.73	118258.73	124858.73	146036.64	1850544.64	1856302.15	-5757.51	
Net Budgeted Income			30134.12	8050.18	28573.36	30617.69	168132.59	-10033.05	-307409.73	-10533.73	27478.27	22416.27	15816.27	-3161.64	80.63	-24046.02	24126.65	

BUDGETED INCOME AND EXPENSES
CY 2023
Proposed Amendment

		2023	January	February	March	April	May	June	July	August	September	October	November	December	2023 Rolling Actual	2023 Adopted Feb amendment
Income																
BudgetedIncome																
	Bad Payment Fee		50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	50.00
	Misc. Income		0.00	0.00	1049.00	200.00	0.00			0.00	0.00	0.00	0.00	200.00	1449.00	200.00
	Event Income	ILR Conferences Registration	0.00	0.00	0.00	0.00	0.00			0.00	0.00	7000.00	0.00	0.00	7000.00	7000.00
		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	0.00
	POSSERVICEFEE		8989.33	6424.09	8547.92	10253.35	8000.00	8000.00	8000.00	8000.00	8000.00	8000.00	8000.00	8000.00	98214.69	95413.42
	ERECORDING SERVICEFEE															
	ACH															
	CC															
	DRAWDOWN															
	Total SERVICEFEE		66452.36	56947.69	74985.96	77348.34	80000.00	80000.00	80000.00	80000.00	80000.00	80000.00	80000.00	80000.00	915734.35	923400.05
	MOU Services															
	Policy		1219.39	1979.01	3198.40	3578.21	3358.32	3250.00	1675.00	1675.00	1675.00	1675.00	1675.00	1675.00	26633.33	26248.40
	Communications		0.00	417.60	139.20	87.00	69.60	1000.00	0.00	0.00	1000.00	0.00	0.00	1000.00	3713.40	4417.60
	Events		0.00	0.00	0.00	0.00	0.00	1000.00	0.00	0.00	1000.00	0.00	0.00	1000.00	3000.00	4000.00
	Expense Reimbursement - 255		73298.50	55003.16	56347.76	58221.22	61129.97	51000.00	51000.00	51000.00	51000.00	51000.00	51000.00	51000.00	661000.61	638301.66
	Local Service Provider Maint.	Cost Sharing Credit	0.00	0.00	0.00	0.00	-170170.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-170170.11	-170775.00
		Local Maintenance Share	0.00	0.00	0.00	0.00	304000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	304000.00	304000.00
	Total BudgetedIncome		150009.58	120771.55	144268.24	149688.12	286387.78	144250.00	140675.00	140675.00	149675.00	140675.00	140675.00	142875.00	1850625.27	1832256.13
Expense																
Budgeted Expenses																
	Administration															
	Annual Audits		0.00	0.00	0.00	0.00	0.00	4200.00	0.00	850.00	3300.00	0.00	0.00	0.00	8350.00	8350.00
	Accounting Software-Services		4389.18	151.98	151.98	158.00	158.00	158.00	158.00	158.00	158.00	158.00	158.00	158.00	6115.14	6091.16
	Bookkeeping-CPA-990		4900.00	6804.00	6300.00	9068.85	8300.00	6300.00	6300.00	6300.00	6300.00	6300.00	6300.00	6300.00	79472.85	76704.00
		Acct Computer Equip.	0.00	0.00	0.00	6605.13	568.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7173.88	0.00
	Professional Fees															
		Legal Fees	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	27000.00	27000.00
		Government Relations	1000.00	2000.00	2000.00	2000.00	2000.00	2000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	17000.00	17000.00
		Human Resources-Oasis	947.99	778.11	1013.22	978.45	980.00	1470.00	980.00	980.00	980.00	980.00	980.00	1470.00	12537.77	12506.10
		Project Manager	11900.00	12400.00	12400.00	12400.00	12400.00	12400.00	12400.00	12400.00	12400.00	12400.00	12400.00	12400.00	148300.00	148300.00
	Insurance		0.00	0.00	0.00	0.00	0.00	3500.00	29100.00	37,500.00	0.00	0.00	0.00	0.00	70100.00	70100.00
	ESS Meetings		0.00	0.00	405.02	1377.80	0.00	750.00	0.00	0.00	750.00	0.00	0.00	750.00	4032.82	3000.00
	Office Operations															
		Office Space Lease	2950.00	3050.00	3050.00	3050.00	3050.00	3050.00	3050.00	3050.00	3050.00	3050.00	3050.00	3050.00	36500.00	36500.00
		Office Supplies	0.00	236.14	0.00	0.00	0.00	75.00	0.00	0.00	75.00	0.00	0.00	75.00	461.14	536.14
		Official Publication Expense	57.87	16.56	35.64	41.02	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	511.09	524.43
		Postage	0.00	0.00	7.09	0.00	0.00	63.00	0.00	0.00	63.00	0.00	0.00	63.00	196.09	252.00
		Teleconference	75.39	118.73	75.69	0.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1469.81	1694.12
		Telephone	1503.74	210.45	210.45	209.75	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	3934.39	3964.19
		Internet	0.00	250.00	250.00	250.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2350.00	2250.00
		Office Tech Support	2484.02	600.00	-110.02	0.00	710.28	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	10684.28	13084.02
		Printing and Copying (Color-BW)	350.00	0.00	230.00	1016.22	340.00	340.00	340.00	340.00	340.00	340.00	340.00	340.00	4316.22	3750.00
		Miscellaneous Expenses	0.00	59.50	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	434.50	359.50
	Total Administration															
	Marketing-Communications															
	Marketing Director		3583.95	5430.20	6900.39	6900.39	7718.56	10798.15	7718.56	7718.56	7718.56	7718.56	7718.56	11176.09	91100.53	92736.87
	Administrative/Marketing Support		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 Equipment		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
	Education & Outreach															
		ILR Conferences	0.00	210.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7000.00	0.00	0.00	7210.00	7440.00
		Tradeshows/Exhibits/Sponsorship	0.00	48.14	52.40	0.00	0.00	0.00	0.00	0.00	800.00	300.00	0.00	0.00	1200.54	2648.14
		Seminars & Workshops	0.00	0.00	0.00	0.00	0.00	0.00	275.00	0.00	0.00	0.00	0.00	275.00	550.00	855.00
		Memberships	200.00	0.00	0.00	0.00	0.00	0.00	0.00	1000.00	0.00	0.00	0.00	0.00	1200.00	1450.00
		Conferences and Meetings	50.00	1311.63	907.00	10.00	500.00	1350.00	0.00	400.00	4000.00	300.00	1350.00	0.00	10178.63	13111.63
		Campaigns	0.00	0.00	62.63	0.00	0.00	200.00	250.00	0.00	250.00	0.00	0.00	200.00	962.63	1150.00
		Software, Equipment and Hosted	1033.54	675.17	1059.96	111.28	590.00	590.00	590.00	590.00	590.00	590.00	5140.00	3590.00	15149.95	15758.71

BUDGETED INCOME AND EXPENSES
CY 2023
Proposed Amendment

		2023	January	February	March	April	May	June	July	August	September	October	November	December	2023 Rolling Actual	2023 Adopted Feb amendment
Total Marketing-Communications	Marketing Supplies		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
	Promotional Expenses		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
Customer Support	Account Manager		8174.15	7988.83	8230.40	7983.26	8104.49	11338.06	8104.49	8104.49	8104.49	8104.49	8104.49	11737.89	104079.52	104074.83
	Coordinator		2970.67	2864.72	2911.43	3165.05	2800.00	4109.76	2876.83	2876.83	2876.83	2876.83	2876.83	4315.25	37521.04	37044.56
	Computing Equipment		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	0.00	0.00	0.00	0.00
Total Customer Support																
Policy Coordination	Policy Coordinator		6304.32	6277.10	6269.70	6442.80	6400.00	6400.00	6400.00	6625.00	6625.00	6625.00	6625.00	6625.00	77618.92	77706.42
	Computing Equipment		0.00	0.00	0.00	0.00	0.00	0.00	2661.00	0.00	0.00	0.00	0.00	0.00	2661.00	2661.00
	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
Total Policy Coordination																
ILR System Operations																
Development Team	Technical Lead		12627.50	12585.50	12585.50	12580.59	12642.26	18177.63	12523.00	12523.00	12523.00	12523.00	12523.00	18813.85	162627.80	162746.23
	Senior Developer		10833.55	10791.56	10791.56	10791.56	11717.73	16385.09	11717.73	11717.73	11717.73	11717.73	11717.73	16958.57	146858.27	148710.61
	Technical Support & Development		9561.03	9631.74	9519.02	9519.02	9188.25	13244.99	9188.25	9188.25	9188.25	9188.25	9188.25	13708.56	120313.86	119652.32
	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
External Development & Services	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
	FF Redaction Services		4169.88	3901.88	3241.18	4462.75	7000.00	7000.00	7000.00	7000.00	7000.00	7000.00	7000.00	7000.00	71775.69	78071.76
	BF Redaction 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
	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
Software-License-Maintenance	Technical Consulting		3176.25	0.00	-3176.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3176.25
	Data Center & Hosting Services		3052.90	3052.90	3052.90	3052.90	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	3100.00	37011.60	37105.80
	Domain Registration		10.99	0.00	30.88	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	81.87	81.29
	Accusoft-PRIZM		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.)	AWS		680.65	707.37	739.37	766.21	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	8893.60	8888.02
	Browser Stack		372.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	372.36	372.36
	Certificates - Digicert		0.00	99.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5000.00	0.00	5099.00	5099.00
	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
	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
	DB2		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
	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	500.00
	FTP		0.00	0.00	0.00	0.00	0.00	0.00	1200.00	0.00	0.00	0.00	0.00	0.00	1200.00	1200.00
	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
	JetBrains		0.00	1868.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1868.00	3768.00
	JIRA		151.20	219.20	219.20	219.20	41.00	41.00	41.00	41.00	41.00	41.00	41.00	41.00	1136.80	780.40
	Nessus		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3600.00	0.00	0.00	0.00	3600.00	3600.00
	Security Monitoring (formerly Ali		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
	Server Support		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
	Slack		0.00	0.00	0.00	0.00	0.00	0.00	0.00	800.00	0.00	0.00	0.00	0.00	800.00	800.00
	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
	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	0.00
	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	0.00
	VPN (Anyconnect)		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
	Zoom		10.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1500.00	1530.00	1520.00
	Microsoft		100.00	100.00	100.00	115.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	415.72	200.00
	LoopUp		61.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61.51	61.51
Total ILR System Operations	Developer Equipment		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	500.00
	System Equipment		57.75	132.00	12025.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12215.17	189.75
	Local CC Equipment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2000.00	2000.00	2000.00

BUDGETED INCOME AND EXPENSES
CY 2023
Proposed Amendment

		2023	January	February	March	April	May	June	July	August	September	October	November	December	2023 Rolling Actual	2023 Adopted Feb amendment
Local Maint. Expense			0.00	0.00	0.00	0.00	0.00	0.00	304000.00	0.00	0.00	0.00	0.00	0.00	304000.00	304000.00
Payment Expenses																
	Bank Account Analysis Fee		1238.03	1231.40	1264.99	418.65	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	12153.07	12469.43
	Bank Service Charges		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
	Gateway Transaction Fees															
		OnlineTransactionFees - PS	8349.70	4517.66	3106.91	4026.39	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	4900.00	59200.66	61867.36
		OnlineTransactionFees - Verichec	2480.44	2630.64	2136.71	2424.07	2600.00	2600.00	2600.00	2600.00	2600.00	2600.00	2600.00	2600.00	30471.86	31111.08
		POSTransactionsFees	7816.90	7511.26	5309.51	6675.37	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	71313.04	70328.16
	Total Gateway Transaction Fees															
Total Payment Expenses																
Total Budgeted Expenses			119875.46	112721.37	115694.88	119070.43	115929.32	146260.68	449633.86	152882.86	125170.86	119932.86	126532.86	146567.20	1850272.61	1856302.15
Net Budgeted Income			30134.12	8050.18	28573.36	30617.69	170458.46	-2010.68	-308958.86	-12207.86	24504.14	20742.14	14142.14	-3692.20	352.66	-24046.02

WORK AUTHORIZATION

Authorization #: LT-2.5B

Cost Estimate: \$7587,000.00

Effective Date: 4/10/23

Valid Through: 5/4219/23

Agency: Electronic Services System (ESS)

Vendor (Service Provider): Lean TECHniques , Inc.

Project Phase: Phase 5 – Company/User/Search Admin

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, Admin and Search application. Activities for the project will include the following:

1. Complete any remaining work from LT-2.4 including but not limited to:
 - a. Modify integration with Wordpress application formto include Search Applications in ESSADMIN2 (Modification of Submission Application Form by a third party and ESS staff)
 - b. Provide implementation support to Linn County as needed
 - c. Correct bugs in the Search Application and make other minor adjustments as needed
2. Add additional search role capabilities in user management
3. Modify ESS Submission Admin to support the management of all organizations
 - a. Add enable/disable search access for organizations, counties and associated users
4. Add registration capabilities for individual public search users
5. Add management capabilities for individual public search users
6. Add ability for admins to manage doc view limits in search
7. Add ability for admins to manage reported errors or PII in search, and ...
 - a. Image Replace, Public View, Re-Redaction, Delete Documents
8. Knowledge transfer for ESS developers

Deliverables include the following working software functions:

- Provide ESS Payments implementation support for Linn County Project (as needed)
- Fully Implement Company and User Management Workflow for ESS Applications

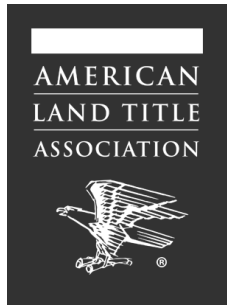
Activity	Rate
Delivery Lead (Amber)	\$150.00/hr.
Senior Software Developer (Travis)	\$150.00/hr.
Software Developer (Kevin)	\$150.00/hr.
UX Strategist	\$150.00/hr.
Total Cost - Not to Exceed	\$7587,000.00

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

Work Included: Status Reports for ESS Project Manager/Product Owner as needed
Stand Up with ESS Technical Lead (current cadence is twice per week)

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.

Approved: Lean TECHNIQUES	Approved: Electronic Services System
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TitleNews Online Archive

Arizona to Require Counties to Alert Owners When Document Recorded Against Property

April 18, 2023

Arizona passed a bill that requires county recorders to provide a system for notifying property owners when a document is recorded against their property.

SB 1110 specifies that the system is voluntary on the part of property owners and must be implemented by Jan. 1, 2025. The property owner must opt in to receive notifications, which could include email, text message or other similar means.

The bill states the cost to county recorders depends upon their current technological and personnel capacity. Counties with a highly automated system of storing records would likely have one-time costs to develop an electronic or phone-based notification system. Counties without a highly automated system might have ongoing personnel costs to review records to comply with any such requests for notification pursuant to the bill.

Pinal and Yavapai counties already have a notification system in place, while Maricopa County is in the process of implementing a notification system. It's reported Maricopa County is spending \$50,000 in one-time start-up costs and \$20,000 in ongoing expenditures for its system. Arizona has 15 counties.

City attorneys' offices of San Diego and San Francisco have **issued a subpoena** for information from Home Title Lock they allege uses deceptive advertising to convince homeowners to purchase unnecessary home title monitoring services.

“Home Title Lock is a scam, plain and simple,” said San Francisco City Attorney Chiu. “The company has manufactured a “home title theft” crisis to stir up fear amongst elderly homeowners and deceive them into buying a service that many local governments provide for free. False identity theft scares, like those created by Home Title Lock, take attention away from important privacy and data security efforts. We are seeking further information to understand how many California homeowners may have been harmed by these misleading advertisements.”

Contact ALTA at 202-296-3671 or ***communications@alta.org***.

Phil,

A few of recorders put this together-

ILR would create the sign-up/notification portal. The public would have accessibility to sign up through a link on Iowa Land Records and individual county websites could also post the sign-up link to take them to the portal or sign individuals up in house if they want.

Portal Sign-up

1. (renamed for ours of course.)
 - a. Maybe Property/Land Fraud Prevention? Iowa Land Alerts?
2. Agree to terms or liability waiver
3. Enter name/business to monitor
4. Email/Voice Phone Call

- a. I made one small change at the bottom, and that is to call "your county recorder." There could be a link to the ILR page for recorders.

Can the portal sign-up include registration to Iowa Land Records as well? IF in the event they feel its fraud, that would save them a step later.

AGREEMENT FOR ELECTRONIC PAYMENT PROCESSING

THIS AGREEMENT has been made and entered into by and between Linn County, Iowa (“Linn” or “Linn County” or “County”), an Iowa County duly formed and existing under the laws of the State of Iowa, and Electronic Services System (“Electronic Services System” or “ESS”) a public agency formed and existing under chapter 28E and the laws of the State of Iowa (“Linn” and “ESS” collectively referred to as “Parties”).

WHEREAS Section 28E.12 of the Code of Iowa provides that public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, and

WHEREAS the Electronic Services System has the capability to provide other services including but not limited to software or website development, application, administration, support services and payment services, and

WHEREAS, Linn County, Iowa has requested that Electronic Services System to provide payment services for Linn’s online applications for delivering various services to the public; and

WHEREAS, the Electronic Services System is able and willing to provide such payment services to Linn County.

NOW, THEREFORE, the parties hereto agree as follows:

1. **AUTHORITY.** Linn County and ESS shall jointly administer this Agreement for purposes of Iowa Code section 28E.6(1) to ensure its terms are properly carried out.
2. **PURPOSE.** Linn County has developed online services to provide for registration and license renewals. Linn County is seeking to secure PCI compliant payment services for its online applications and services. The Electronic Services System operates a payment services system for both online and point of sale services, and has the capacity to provide on demand credit and debit card payment services for Linn County applications. The purpose of this agreement is provide the obligations and responsibilities of the parties concerning the processing of Linn County’s online customer payments through ESS’s payment processing system. This Contract is not exclusive. During the term of this Agreement, ESS or Linn County may make similar arrangements with other parties or establish Agreements with other entities.
3. **ENTIRE AGREEMENT.** This Agreement, its amendments, and its attachments shall constitute the entire agreement between Linn County and ESS with respect to the activities described herein.
4. **AMENDMENTS.** This Agreement may be amended at a later date by mutual agreement by Linn County and ESS.
5. **DURATION.** This Agreement shall become effective at such time as ESS and Linn County have executed this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8 (2023). The Agreement shall be perpetual unless terminated in accordance with this Agreement.
6. **LEGAL OR ADMINISTRATIVE ENTITY NOT CREATED.** No new legal or administrative entity is created by this agreement. This agreement shall be administered by the County Administrator for the County and the Project Manager for ESS.

7. **DISPOSITION OF ASSETS.** The functions of this Agreement do not require the acquisition, holding, or disposal of real property. In the event that an amendment to this Agreement requires the acquisition, holding, or disposal of real property, this Agreement shall be amended to detail a manner of acquiring, holding, or disposing of real property.
8. **MANNER OF FINANCING.** The duties to be performed by Linn County, under the provisions of this Agreement are to be financed by Linn County at no obligation to ESS. The duties to be performed by ESS under the provisions of this Agreement are to be financed by the ESS at no obligation to Linn County. Linn County shall provide the designated services offered through its online application, and ESS shall provide payment services through the Electronic Services System electronic payment system. Linn County services will be funded through the fees received for its services as specified by Linn County and charged to its customers as allowed by Iowa law. ESS payment services will be funded by a payment services fee or surcharge imposed on users of the online payment processing service, as specified by ESS. The ESS payment services fee or surcharge shall not exceed 4% of the Linn County services transaction amount.
9. **APPLICATION LICENSE.** Linn County shall create or otherwise obtain the necessary software and code base to integrate its system with the ESS electronic payment system. Linn County shall assure that it possesses all rights title and ownership, including all necessary licenses to such software and code base. Linn County shall provide ESS access to the software and code base created, owned and maintained by Linn County for the service applications it integrates with the Electronic Services System electronic payment system, which may be used by ESS for the purpose of developing similar services for other counties or public agencies. Linn County hereby grants a perpetual and irrevocable license to ESS, and its designees, to use, modify, and integrate all or part of software and code base for those service applications ESS may deem appropriate for use by third parties.
10. **COUNTY DUTIES.** Linn County shall have the following duties.
- a. Operate and maintain specified online applications for the issuance and renewal of registrations and licenses and other specified programs and services (See Appendix A).
 - b. Integrate the specified registration and license renewal application and other specified programs and services with the Electronic Services System electronic payment system application programming interface so as to facilitate online payment processing by ESS for Linn County customer transactions (API).
 - c. Provide system documentation, record formats, and other data needed by ESS to communicate with Linn County applications.
 - d. Maintain the integration with and conform to the requirements of the Electronic Services System electronic payment system through an application programming interface (API) provided by the Electronic Services System.
 - e. Comply with the terms and requirements of the card services merchant agreement under which the Electronic Services System electronic payment system operates which may be amended from time to time.
 - f. Provide the minimum required information about any customer transactions including but not limited to the date of an order, the cumulative amount of the order, and order number, another associated service number or memo (if applicable), the name of the customer, and applicable order details such as the service type label, a service type description, and the number of service units ordered so as to facilitate payment processing through the ESS system.

- g. Provide the minimum required information about the operation of its applications including but not limited to planned and unplanned service disruptions, application changes and updates, changes in business operations or any other information pertinent to the integration between ESS and the Linn County.
- h. Inform its customers of the operation of the Electronic Services System electronic payment system so customers are aware that the payment system for the county payments is the legitimate payment processor for the county transaction.
- i. Monitor the operation of its applications and to provide the primary customer support for its applications.
- j. Timely communicate with ESS personnel concerning any support issue or question involving the Electronic Services System electronic payment system. The County will inform ESS of the contact information for anyone designated to provide customer support for applications integrated with the Electronic Services System electronic payment systems.
- k. Assist ESS with the handling of any chargeback issues including the provision of any information necessary to validate a transaction and affirm the delivery of service to a customer.

11. ESS DUTIES. The Electronic Services System shall have the following duties.

- a. Allow Linn County access to the Electronic Services System electronic payment system through an application programming interface (API) provided by the Electronic Services System.
- b. Provide system documentation, record formats, and other data needed by the Linn County to communicate with the ESS electronic payment system API.
- c. Provide a test system and technical support needed to test each aspect of the integration with Linn County.
- d. Provide technical expertise to help resolve any errors found during testing and provide a point of contact to handle questions and issues.
- e. Timely communicate with Linn County personnel concerning any support issue or question involving the Electronic Services System electronic payment system. ESS will inform Linn County of the contact information for anyone designated to provide customer support for the Electronic Services System electronic payment systems.
- f. Comply with the terms and requirements of the card services merchant agreement under which the Electronic Services System electronic payment system operates.
- g. Receive and process information provided about any customer transactions including but not limited to the date of an order, the cumulative amount of the order, and order number, another associated service number or memo (if applicable), the name of the customer, and applicable order details such as the service type label, a service type description, and the number of service units ordered.
- h. Charge Linn County customers for the requested services for the amount charged by the County, plus any ESS payment processing fee, and to timely distribute the collected Linn County charges to the county. ESS will retain the ESS payment processing fee.
- i. Conform to the recommendations of the PCI Security Standards Council (PCI SSC).
- j. Provide information about the operation of Electronic Services System electronic payment system including but not limited to planned and unplanned service disruptions,

- application changes and updates, changes in business operations or any other information pertinent to the integration between ESS and Linn County.
- k. Inform users of the Linn County applications of the operation of the Electronic Services System electronic payment system and that the system is the authorized payment systems service provider.
 - l. Monitor the operation of the Electronic Services System electronic payment system and to provide the primary customer support for payment services.
 - m. Process any chargeback issues, and with the assistance of Linn County, challenge a customers dispute of charges made when the requested services are delivered.

12. LIMITATIONS. The County understand and agrees:

- a. That it is responsible for its internet, equipment and software maintenance and updates.
- b. That there are no representations or warranties as to payment processing uptime. The internet, equipment and components of the County, ESS or payment processor may experience technical difficulties resulting in an inability to process County payment transactions. ESS does not guarantee continuous, uninterrupted or secure access to any part of our service, and operation of the site may be interfered with by numerous factors outside of our control.
- c. Pursuant to the Merchant Agreement and applicable service agreements in effect at the time in effect with the payment processor of ESS, County shall be the point of contact for disputed charges by customers or card holders for county transactions and be responsible for any charge backs and/or failed payments and any resulting fees that might arise pursuant to any such agreements.
- d. The services provided by ESS are “AS IS” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.

13. TERMINATION. The ESS or Linn County may terminate this agreement by providing to the other party a written notice of intent to terminate this agreement at least one hundred eighty (180) days prior to the intended date of termination. The notice shall specify the reasons for termination, and shall be delivered by sending the notice to the respective representatives designated in this Agreement. The Agreement may also be terminated by mutual agreement at any time.

14. SEVERABILITY. If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given affect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

15. NON-LIABILITY. ESS and Linn County shall not be liable for any acts, deeds, resolutions or other actions of the other party.

16. NOTICES. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below).

If to ESS:
Phil Dunshee
Project Manager
8711 Windsor Parkway, Suite 2

Johnston, Iowa 50131
515.491.8939
phil@clris.com

If to the County:

NAME

TITLE

LINN County

935 2ND St. SW

Cedar Rapids, IA 52404

Ph: 319-xxx-xxxx

first.last@LinnCounty.org

Any notice or communication sent by U.S. Mail under this Contract 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.

Electronic Services System

Linn County

By: _____

By: _____

Date: _____

Date: _____

Appendix A – Linn County Online Services

Enumerated Services

1. Linn County License Renewal Services

Maintenance and Support Agreement

Service Provider Name

And

Electronic Services System

July 1, 2023

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This Maintenance and Support Agreement dated to be effective as of July 1, 2024, is made by and between [Company Name] ("Company Name" and "Service Provider") [Company Address], and the Electronic Services System, 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 ("ESS").

Section 1. Preamble

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

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

WHEREAS, governance of the Electronic Services System (ESS) is provided through an intergovernmental agreement established under Chapter 28E of the Iowa Code, operating under the direction of County Recorders and in cooperation with the Iowa County Recorders Association; and

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

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

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

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

Section 2. Definition of Terms

Agreement - this Maintenance and Support Agreement.

API - an application program interface, a set of routines, protocols, and tools for building or integrating software applications. It can be described as a contract of service between two applications. This contract defines how the two communicate with each other using requests and responses.

Complete Recorded Document - A recorded document which is includes a document image in an authorized format accompanied by a minimum amount of associated data including at least one (1) party name, a correctly mapped document type, the recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording.

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

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

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

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

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

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

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

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

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

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

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

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

Electronic Services System API (ESS API) - Any API created, owned and maintained by the Electronic Services System **including CESAPI (County E-Submission) and CUAPI (County Upload).**

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

ESS Land Records Database - The ESS and Iowa Land Records application for receiving property **information** and other information and images from a County system and from a Service Provider System for the purpose of providing a comprehensive county land record information system.

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

Fully Indexed Recorded Document - A recorded document which includes a document image in an authorized format accompanied by **all** of the data indexed in the Service Provider system **including:** all party names (correctly parsed), a correctly mapped document type, location or legal descriptions (correctly parsed), the recording number used by a County (instrument number and/or the book and page numbers, and

the date and time of recording, the recording reference number for any associated document archived in the Service Provider System, the Unique Code Value permanently assigned to the document, and the Parcel Identification Number, if present in Recorder's index.

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

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

Party - the Service Provider and ESS individually.

Parties - the Service Provider and ESS collectively.

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

Service Provider – [Company Name]

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

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

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

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

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

Section 3. Scope of Work

3.1 Software License Agreement

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

All Deliverables and Data provided by the Service Provider in service to ESS, excluding Service Provider ESS API Developments, Service Provider Derivative Works and other Service Provider pre-existing work, shall be owned by ESS.

The ESS API, the Iowa Land Records (ILR) system, ESS pre-existing work and all other Developments produced by ESS or by a Third Party producing Developments in service to ESS, shall be owned by ESS.

Service Provider ESS API Developments, Service Provider Derivative Works, and other Service Provider pre-existing work shall be owned by the Service Provider.

3.2 Scope of Work

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

3.3 Specifications and Performance Standards

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

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

3.3 Amendments

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

Section 4. Compensation.

In consideration of Service Provider providing ESS and Service Provider Counties with the Deliverables, Developments, Service Provider ESS API Developments and Documentation as specified in Exhibits A, B and C, subject to all terms and conditions, Service Provider shall be entitled to receive fees as stated herein. It is expressly understood and agreed that in no event will the standard fees or compensation to be paid hereunder exceed the annual sum of ~~\$2768.46~~ \$3,052.28 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 Electronic Services System (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, 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, 2023 through June 30, 2024. The term of this Agreement shall be automatically extended for subsequent one-year periods unless Service Provider or ESS is provided with a notice of intent by the other

party to not extend the Agreement. Such notice shall be provided no less than ninety (90) days prior to the expiration of each one-year term.

Section 6. General Provisions

6.1 Third Party Beneficiaries

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

6.2 Entire Agreement

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

6.3 Cumulative Rights

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

6.4 Severability

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

6.5 Authorization

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

6.6 Successors in Interest

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

6.7 Headings or Captions

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

6.8 Multiple Counterparts

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

6.9 Not a Joint Venture

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

6.10 Additional Provisions

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

6.11 Further Assurances and Corrective Instruments

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

6.12 Interpretation

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

Section 7. Limitation of Liability

7.1 Limitation of Liability

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

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

The aggregate liability of either party for any claim, breach, or alleged breach arising under this Agreement shall be limited to the annual compensation amount specified in Section 4 for the annual Term of this Agreement during which the claim arises.

This Section 7.1 shall survive termination of this Agreement.

Section 8. Signatures

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

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

By: _____
Service Provider Officer Name and Address

Exhibit A: Scope of Work

Overview

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

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

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

Business Functions and Operations

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

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

- A. The transfer of correctly formatted and mapped data and images associated with recently recorded documents to ESS and the Iowa Land Records Portal database application and image repository. Counties are required to transfer a Complete Recorded Document to ESS and Iowa Land Records not later than three business days after the time of recording. Service Provider shall provide a mechanism for automatically transferring records which fulfills the definition of a Complete Recorded Document to ESS and Iowa Land Records. Such transfers, subject to the approval of a County Recorder, shall be set to occur no less frequently than each business day.
- B. The transfer of data associated with a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal database application and image repository. Counties are required to transfer all recorded document information which is archived in an electronic format. Counties should be expected to transfer a Fully Indexed Recorded Document to the ESS and Iowa Land Records database application not later than one month after the time of recording. Service Provider shall provide a mechanism for automatically transferring any additional data which fulfills the definition of ~~The data associated with a Fully Indexed Recorded Document~~ to ESS and Iowa Land Records. The data shall be correctly mapped to the published and parsed data elements (with correct attributes), and shall be transferred to ESS and Iowa Land Records no less frequently than each business day.
- C. The transfer of data updates for a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application within one month after the time of recording. Data updates include but are not limited to the correction of typographical errors in party names, location or legal descriptions or other information, the addition of new information such as an associated document reference or redaction annotations. New, updated, or corrected data associated with a Fully Indexed Recorded Document shall be transferred to ESS and Iowa Land Records not later than one business day after the data is archived in County and the Service Provider System.
- D. The transfer of corrected replacement images associated with a Completed Recorded Document or a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. The transfer or replacement of an image requires the advance approval of personnel designated by ESS and Iowa Land Records. A County is required to maintain a permanent, unaltered archive of a recorded document, and may replace an image only is in defined and authorized conditions.
- E. The retrieval of document images, or the annotation information or metadata associated with images which have been redacted to remove personally identifiable information from the ESS and Iowa Land Records Portal application. The ESS API provides a method which may be called by a Service Provider and

- Service Provider System to retrieve redacted documents and redaction information for use by the County and Service Provider System.
- F. The retrieval of information about electronically submitted documents which have been approved by a County Recorder for recording from the ESS and Iowa Land Records E-Submission Service, and the provision of an interface through the Service Provider System to assign a recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording).
 - G. The return of the assigned recording number used by a County (instrument number and/or the book and page numbers), and the date and time of recording to ESS and the Iowa Land Records E-Submission Service through the ESS API. The information is used by ESS and Iowa Land Records to place a recording stamp on the document image.
 - H. The retrieval of the stamped document image for archiving in the County and Service Provider System from the ESS and Iowa Land Records E-Submission service.
 - I. The monitoring of response messages from the ESS and Iowa Land Records portal and the ESS and Iowa Land Records E-Submission Service.
 - J. The monitoring of response messages from the ESS and Iowa Land Records portal and the ESS and County Upload Service.
 - K. Corrective action with respect to any errors or issues which are identified in the response messages

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

Service Provider ESS API Developments

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

As a part of the Maintenance and Support responsibilities, the Service Provider shall establish methods for maintaining and monitoring log files for the Service Provider ESS

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

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

ESS and Iowa Land Records Updates

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

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

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

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

As a part of the Maintenance and Support responsibilities, when ESS makes a change or update, it is required that the Service Provider will make any necessary and corresponding updates to the Service Provider System, any Derivative Works, and

Service Provider ESS API Developments. Such changes are to be included in the Scope of Work under the Terms of this Agreement.

ESS Update Processes

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

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

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

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

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

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

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

Significant ESS Updates

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

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

County Recorder Support

In addition to ensuring the operation of Service Provider ESS API Developments and the integration of the Service Provider System with ESS through the ESS API, the Service Provider shall serve as the primary point of contact and support for issues relating to the operation of the Service Provider ESS API Developments and the successful implementation of the Business Functions and Operations described herein. The key functions which may require support and maintenance services to County Recorders are summarized as follows.

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

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

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

Service Provider and ESS each agree to use best efforts to maintain its systems and services in full effective operation for each County during 99.9% of the respective County Operating Hours, except for downtimes mutually agreed upon by ESS, the County and Service Provider, or downtimes arising from any disruption in Internet (ISP) services, or from causes beyond the control of the parties. Service Provider and ESS will each make every effort to schedule system downtime outside of County Operating Hours. However, in the event that either Party is required to schedule downtime during County Operating Hours, the Party scheduling the downtime will collaborate with the Counties and with the other Parties to notify administrators, users and system technicians for work planning purposes.

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

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

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

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

After receiving the pertinent information from the Service Provider, ESS personnel will review the information and assist as practicable. ESS shall contact Service Provider at a specified telephone number or email address. ESS shall provide to the best of their ability a concise summary and a detailed description of the problem. All applicable log files and related ESS API request/response files will be timely provided to the Service Provider.

E-Recording Fees

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

County Recorder Support Exclusions

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

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

This Agreement does not apply to activities relating to the parsing of names or legal (location) descriptions, or other necessary changes to the indexing data or other data associated with recorded documents. Such activities shall be the responsibility of an individual County or County Recorder.

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

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

Reports

Service Provider shall provide each Service Provider County with a method or tool for creating an automated daily report-concerning the transfer of data and images to the ESS and Iowa Land Records Portal during the previous business day. Where reports are automatically generated and emailed to the Service Provider County, the service provider will provide the ability for the County Recorders to include an email for a CC to ESS and Iowa Land Records. The reports shall include the following information, when available.

- Summary information about the number of Complete Recorded Documents and Fully Indexed Recorded Documents successfully transferred to ESS and Iowa Land Records during the previous business day.

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

Service Provider agrees to work in collaboration with ESS to define and develop the reports described above by ~~June 30, 2020~~ December 31, 2023.

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

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

- The name of the County
- The IP addressed used by the Service Provider to exchange County information with ESS and Iowa Land Records
- The Product Name of the Service Provider System, and any version number if applicable
- If the Service Provider System is hosted, the general location of the hosted system, or the hosting service, if applicable
- The names, addresses, e-mail addresses and phone numbers of appropriate personnel (or support systems) for business issues, billing, customer support and technical support.

Additional reports shall be provided to ESS upon request subject to the mutual agreement of the Parties.

Periodic Service Provider Meetings/Conference Calls

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

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

ESS Quality Assurance Activities

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

Service Provider System Conversions and Migrations

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

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

1. When a County and a Service Provider reach an agreement to migrate from one Service Provider to another, or to convert from one product or product version to another product or product version, the Service Provider will notify and supply to ESS the planned time frame for implementation of the conversion or migration in a timely fashion. The planned time frame should include development, testing, implementation and any anticipated times when County recording functions or communication/transmittal with ESS processes may be disrupted.
2. With respect to testing, Service Provider shall inform ESS and Iowa Land Records when active testing is underway. Using credentials provided to the Service Provider by ESS, the Service Provider shall use the ESS and Iowa Land Records staging environment to test and validate the exchange of information. Assuming that proper advance notice is provided as described in Section 3 herein, ESS personnel will assist with testing and data verification.
3. The Service Provider shall test the Business Functions and Operations described in Exhibit A. More specifically, Service Provider shall do the following.
 - a. Verify with ESS that they are connected to the correct staging web pages with the correct credentials, and verify that the credentials are being used to access the staging environment from an identified and static IP address.
 - b. Verify that data and images can be transferred to the staging environment without error.
 - c. Verify that the County Data, specifically the document types, are mapped correctly to the ESS and Iowa Land Records approved PRIA document types. It is recommended that the Service Provider provide ESS and Iowa Land Records personnel with a complete mapping table for review and approval prior to active testing. All document types must be validated in testing.
 - d. Verify that parsed name and legal or location description information is mapped to the correct ESS and Iowa Land Records JSON/XML data elements with the correct attributes.
 - e. Verify that all other County Data, including but not limited to associated references, consideration amounts, instrument dates, parcel identification numbers (if present), and image annotations and redaction annotations (relating to the presence or location of personally identifiable information (PII) in a document), are mapped to the correct ESS and Iowa Land Records JSON/XML data elements with the correct attributes.
 - f. Verify that certain information is NOT transferred to ESS and Iowa Land Records including vital records and military status information.
 - g. Verify the implementation of a Conversion or Migration will retain the existing ESS and Iowa Land Records ILR Unique Code Value for previously recorded documents. Modifying the Unique Code Value for any archived

document is prohibited. Changes in the format of Code values for day-forward recorded documents shall be timely communicated to ESS and Iowa Land Records personnel.

A Service Provider may, subject to the approval of ESS, request consideration for assigning new Unique Code values to existing documents, provided that the Service Provider can demonstrate the capacity to provide a one-to-one mapping for every document showing the current Unique Code value and the proposed new Unique Code value. In a form and time specified by ESS, the Service Provider is required to provide a mapping table so that it may be used to correctly modify the values in the ESS and Iowa Land Records System.

- h. Verify that transfer processes to ESS and Iowa Land Records may be set to occur programmatically (without Recorder intervention) daily when a document has a status of Complete Recorded Document. Processes for manually sending data and image updates to ILR shall also be tested and verified. Note, updated or replacement images may not be transferred except with the advanced approval of designated ESS personnel.
- i. Verify that the County and the Service Provider System is able to programmatically check for redacted document information from ESS and Iowa Land Records, and verify the operation of methods for retrieving either redacted images or the redaction coordinates.
- j. Communicate any other unique issues or circumstances with designated ESS and Iowa Land Records personnel. For example, communicate whether the Service Provider System requires a TIF image format a single page or a multipage format.
- k. Verify that the image formats have the correct compression type and conform with other format requirements, i.e., the following image compression formats are prohibited: LZW, Old Style JPEG, JPEG, JBIG, Packbits or other formats which do not conform to the specified Group 3 or Group 4 options.
- l. Verify the methods for checking for ILR E-Submission documents with a status of "Ready For Download".
- m. Verify the methods (and timing) of downloading data and images for e-filed documents.
- n. Verify the methods for assigning recording reference numbers and recording dates and times to downloaded e-filed documents and returning the required information to ILR.
- o. Verify the methods for retrieving stamped or re-stamped document images from ILR E-Submission are verified, as is the method for archiving the document in a County.
- p. Verify that a documented downloaded and archived from the ILR E-Submission service will then be transferred to the ILR Portal when the

document achieves a status of Complete Recorded Document or Fully Indexed Recorded Document.

4. Upon the completion of testing and verification, ESS and Iowa Land Records will timely provide the Service Provider with a written notice of acceptance.

Exhibit B: Specifications and Performance Standards

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

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

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

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

ESS API Web Service Specifications

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

CUAPI - <https://staging.iowalandrecords.org/search/services/county/swagger-ui/index.html>

CESAPI - <https://staging.iowalandrecords.org/esubmission/services/county/swagger-ui/index.html>

Notices of Discontinuance - LCM

Support for the LCM Client for E-Submission will be discontinued effective **June 30, 2023**. Service Providers who currently utilize the LCM for E-Submission activities shall prepare Service Provider ESS API Developments for E-Submission conforming to the requirements of the E-Submission Rest API (CESAPI).

Support for the LCM Client for County Upload Functions will be discontinued effective **June 30, 2024**. Service Providers who currently utilize the LCM for County Upload activities shall prepare Service Provider ESS API Developments for E-Submission conforming to the requirements of the County Upload Rest API (CUAPI).

Notices of Discontinuance – SOAP API

Support for the current ILR E-Submission Client API will be discontinued effective **December 31, 2023**. Service Providers who currently utilize the ILR E-Submission Client API should, as soon as possible, proceed with Service Provider ESS API Developments for E-Submission functions conforming to the requirements of the E-Submission Rest API (CESAPI).

ESS has nearly completed development of the new County Upload REST API and it will soon be available for testing. Support for the current ILR County Upload Client API will be discontinued effective **June 30, 2024**. Service Providers who currently utilize the ILR County Upload Client API should, as soon as possible, proceed with Service Provider ESS API Developments for County Upload functions conforming to the requirements of the County Upload Rest API (CUAPI).

ESS is available to assist Service Providers with testing and implementation. Service Providers are encouraged to schedule time proactively with advance notice to the ILR development team for technical assistance and testing.

JSON

In order to simplify the handling and exchange of data through the County Upload Rest API (CUAPI), ESS is adopting JSON (JavaScript Object Notation). It provides a lightweight data-interchange format that all service providers should be able to use. When and if a standard is adopted, service providers should expect that ESS will move toward the adoption of a published standard.

Service Provider ESS API Developments – Processes

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

ESS and Iowa Land Records County Upload and E-Submission Processes

- The transfer of information relating to recorded documents in electronic format to the ESS and Iowa Land Records portal using the specified ESS API and JSON.

This process will track the UniqueCountyRequestID for each message and automatically schedule the corresponding status process until all submitted messages have received a final disposition status.

- The notification to the County Recorder that an electronically submitted document is ready for review in the ESS and Iowa Land Records E-Submission service. This process returns a status message indicating whether groups exist in the 'Ready for Recorder' state.
- The downloading of 'Recorder Approved' submissions from the ESS and Iowa Land Records E-Submission service. This process also downloads re-stamped documents.
- The process of sending newly assigned indexing information to the ILR E-Submission server in order to affix a recording stamp to the first page.
- /The downloading of 'Stamped' submissions from the ESS and Iowa Land Records E-Submission service. This process downloads the image of recorded and stamped documents.

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

E-Submission Stamp Correction Process

In certain circumstances it is possible that an electronically recorded document may be stamped incorrectly. Recorders may correct this error with a new stamped image created by providing the corrected stamp data points through the ESS and Iowa Land Records E-Submission user interface. This error correction process is only available after a group has been previously and successfully recorded. A corrected document image is made available to the original submitter, and it is made available to the County and the Service Provider System for download through the ESS API.

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

Scheduling Available Processes

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

Web Service Call Limitations

Web services calls to the ESS API may be subject to limitations in order to prevent abuse from excessive or unnecessary demands on resources for the ESS API or for Service Provider ESS API Developments. Web service calls are counted per endpoint key and IP address. When using the default endpoint URL, **the limit is one call per thirty (30) second interval.** When the limit is exceeded, the API will return an error.

Data Validation

ESS and Iowa Land Records have established various policies and standards relating the organization and formatting of data (see ESS Policies and Procedures). These policies govern a number of topics including but not limited to the indexing of grantor/grantee names, the parsing of name information, the parsing of legal or location description information, and the mapping of certain information maintained by a County through a Service Provider System to the format specified by ESS such as document types.

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

Monitoring ESS API response messages

The Service Provider is responsible for monitoring all response messages returned from the ESS API. In addition to the normal messages associated with the execution and completion of the Business Functions and Operations described herein, the Service Provider shall actively monitor all error and failure messages. The receipt of an error or failure message shall trigger an alert to a Service Provider technical account or user so that remediation and mitigation steps can be timely implemented. Whenever necessary, the Service Provider shall make necessary changes and updates to Service Provider ESS API Developments in order prevent the reoccurrence of any error or failure. If issues are identified which indicate that the source of an error or failure is the ESS API, the Service Provider shall immediately submit a support request to support@clris.com or by calling 1-888.790.2246.

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

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

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

Operation of Service Provider ESS API Developments

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

XML

Until Service Provider API Developments are migrated to CESAPI (County E-Submission) and CUAPI (County Upload), all Messaging between a County, Service Provider System and Service Provider ESS API Developments, and the ESS Iowa Land Records applications must be valid XML documents according to published DTD or Schema specifications. During the transition period it is required that Service Provider ESS API Developments be capable of processing all valid XML files associated with Service Provider responsibilities in a County (processing and archiving data and/or images).

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

PRIA Document

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

PRIA Request

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

PRIA Response

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

Programming Language

Service providers may use a programming language of their choice to handle the integration. However, the choice of technology should take into consideration the stability and durability of the language. For purposes of managing ongoing maintenance and support functions, solutions utilizing languages not in the mainstream should be avoided. Current implementations utilize .Net, Java, and Powerbuilder. Service providers should advise of any current programming tools in use. ~~When~~ ESS is not responsible for

providing service providers sample integration code, but may do so as a courtesy to the Service Provider.

Testing

As noted in Exhibit A, ESS provides a staging environment for the Service Provider for developing and testing their integration code. ILR encourages use of this functionality and will provide a reasonable amount of test data for the service provider to use. Service Providers shall communicate with ESS personnel about testing activities including the time of testing, the functions being tested, the sample county credentials being used for testing (if applicable), and the public IP address of the devices being used in the testing process. Service providers who are known to be actively testing will be notified of any staging environment down time.

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

ESS and Iowa Land Records E-Submission WSDL:

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

ESS and Iowa Land Records E-Submission service:

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

ESS and Iowa Land Records E-Submission site:

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

ESS and Iowa Land Records Portal WSDL:

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

ESS and Iowa Land Records Portal service:

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

ESS and Iowa Land Records Portal site:

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

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

Other Specifications and Technical Requirements

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

_Code Values

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

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

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

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

County Upload Portal and E-Submission Web Service Timing

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

E-Submission Web Service (CESAPI)

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

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

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

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

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

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

Portal County Upload Web Service (CUAPI)

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

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

archiveStatus - Maximum frequency of calls: as needed based on the number of archives processed, and prior status checks

sendAudit - Maximum frequency of calls: as needed based on the county policy to transmit document audits.

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

findRedactionReady - Maximum frequency of calls: once per hour.

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

auditDocument - Maximum frequency of calls: at the Service Providers discretion. However ESS and Iowa Land Records reserves the right to require Service Provider to alter the request schedule if it is determined that frequency is impacting system performance or if repeated excessive auditing occurs. For

example, there is no need to audit the entire county inventory of documents every day or even every week.

Imaging

ESS has established the Adobe PDF format as the standard for document imaging for the display of images at iowalandrecords.org. However, images received from and delivered to local county systems shall be in TIFF format compatible with local imaging systems.

ESS and Iowa Land Records ~~Portal~~ Search Application

The images submitted for inclusion in the **Iowa Land Records (ESS)** database are to be provided in valid TIFF format by the Service Provider. The Service Provider shall also ensure that the TIFF images provided to the **Iowa Land Records (ESS)** system are properly oriented for reading, and shall assist County Recorders with efforts to properly orient document images when they are initially scanned and archived in local document image systems. TIFF images may be provided as single or multi-page format consistent with the manner in which documents are archived for local systems. The TIFF images submitted must be the **original un-redacted** versions.

All embedded files transferred to the ESS and Iowa Land Records Portal must be B64 or UU encoded, and otherwise conform to the specifications published in the ESS API. Images shall not be transferred as Packed Bits, LZW, OJPEG formats. If Service Provider efforts to convert images to supported formats are unsuccessful, **CLRIS ESS** will attempt to assist if possible.

TIFF Image Format

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

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

E-Submission Images

The embedded file(s) in all submissions downloaded from the ILR E-Submission service will be in TIFF format. The format will conform to the format requested by the county.

Recording Information for E-Submission Documents

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

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

TLS

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

Recording Date and Time

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

Revised Proposed Section on Business Functions

Pages 14-16

Business Functions and Operations

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

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

- A. The transfer of correctly formatted **and mapped** data and images associated with recently recorded documents to ESS and Iowa Land Records **Portal database** application **and image repository**. Counties are required to transfer a Complete Recorded Document to ESS and Iowa Land Records not later than three business days after the time of recording. Service Provider shall provide a mechanism for automatically transferring records which fulfill **s** the definition of a Complete Recorded Document to ESS and Iowa Land Records. Such transfers, subject to the approval of a County Recorder, shall be set to occur no less frequently than each business day.
- B. The transfer of data associated with a Fully Indexed Recorded Document to the ESS and Iowa Land Records **Portal database** application **and image repository**. Counties are required to transfer all recorded document information which is archived in an electronic format. The data associated with a Fully Indexed Recorded Document shall be correctly mapped to the published and parsed **XML** data elements (with correct attributes), and shall be transferred to ESS and Iowa Land Records no less frequently than each business day.
- C. The transfer of data updates for a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. Data updates include but are not limited to the correction of typographical errors in party names, location or legal descriptions or other information, the addition of new information such as an associated document reference or redaction annotations. New, updated, or corrected data associated with a Fully Indexed Recorded Document shall be transferred to ESS and Iowa Land Records not later than one business day after the data is archived in County and the Service Provider System.
- D. The transfer of corrected replacement images associated with a Completed Recorded Document or a Fully Indexed Recorded Document to the ESS and Iowa Land Records Portal application. The transfer or replacement of an image requires the advance approval of personnel designated by ESS and Iowa Land Records. A County is required to maintain a permanent, unaltered archive of a recorded **document**, and may replace an image only **is in** defined and authorized conditions.
- E. The retrieval of document images, or the annotation information or metadata associated with images which have been redacted to remove personally identifiable information from the ESS and Iowa Land Records Portal application. The ESS API

provides a method which may be called by a Service Provider and Service Provider System to retrieve redacted documents and redaction information for use by the County and Service Provider System.

- F. The retrieval of information about electronically submitted documents which have been approved by a County Recorder for recording from the ESS and Iowa Land Records E-Submission Service, and the provision of an interface through the Service Provider System to assign a recording number used by a County (instrument number and/or the book and page numbers, and the date and time of recording).
- G. The return of the assigned recording number used by a County (instrument number and/or the book and page numbers), and the date and time of recording to ESS and the Iowa Land Records E-Submission Service through the ESS API. The information is used by ESS and Iowa Land Records to place a recording stamp on the document image.
- H. The retrieval of the stamped document image for archiving in the County and Service Provider System from the ESS and Iowa Land Records E-Submission service.
- I. The monitoring of response messages from the ESS and Iowa Land Records portal and the ESS and Iowa Land Records E-Submission Service
- J. The monitoring of response messages from the ESS and Iowa Land Records database application and image repository and the ESS and County Upload Service
- K. Corrective action with respect to any errors or issues which are identified in the response messages

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

Revised Proposed Section on Reports

Pages 21-22

Reports

Service Provider shall provide each Service Provider County with a method or tool for creating ~~an automated daily a~~ report concerning the transfer of data and images to the ESS and Iowa Land Records ~~Portal database~~ application ~~and image repository~~ during the previous business day. ~~Where reports are automatically generated and emailed to the Service Provider County, the service provider will provide the ability for the County Recorders to include an email for a CC to ESS and Iowa Land Records. The reports shall~~ should include the following information, when possible available.

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

Service Provider agrees to work in collaboration with ESS to define and develop the reports described above. ~~by June 30, 2020~~ December 31, 2023.

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

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

- The name of the County

- The IP address used by the Service Provider to exchange County information with ESS and Iowa Land Records
- The Product Name of the Service Provider System, and any version number if applicable
- If the Service Provider System is hosted, the general location of the hosted system, or the hosting service, if applicable
- The names, addresses, e-mail addresses and phone numbers of appropriate personnel (or support systems) for business issues, billing, customer support and technical support.

Additional reports shall be provided to ESS upon request subject to the mutual agreement of the Parties.

Chapter 7

Terms of ~~Use~~ Service and Privacy Policies

ESS – 7.1 Definitions.

(Iowa Code Section 331.604, 3(a))

As used in this Chapter:

Abandoned Documents – Any number of associated E-Submission documents within an E-Submission group which have not been submitted or completed within 30 days after the creation of the E-Submission group.

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

Iowa Land Records ~~Portal~~ Search Application – The county land record information website for searching and retrieving information about recorded documents and related services. The website address is <https://iowalandrecords.org/portal>.

Iowa Land Records E-Submission Service – The county land record information website for submitting documents to Iowa counties for recording. The website address is <https://iowalandrecords.org/esubmission>.

Site Administrator – The Electronic Services System Project Manager, or a designated employee of the Electronic Services System.

Section 7.1 revised 10.10.12.

Section 7.1 revised 11.14.12.

Section 7.1 revised 8.10.21

ESS – 7.2 Authority and Purpose.

(Iowa Code Section 331.604, 3(a))

7.2(1) The Electronic Services System (ESS) is required to implement electronic recording in each county, and to maintain a statewide internet website to provide electronic access to records and information. In order to ensure the successful operation of the county land record information system and to fulfill the requirements of Iowa law concerning the handling of personally identifiable information, it is necessary to establish and publish appropriate Terms of ~~Use~~ Service and Privacy policies. These policies apply to all persons and organizations that access information or engage in electronic recording activities at websites published by the Electronic Services System and the county land record information system.

ESS – 7.3 Iowa Land Records Portal Search Application Terms of Use Service.

(Iowa Code Section 331.604, 3(a))

Terms of Use Service - Disclaimer

The information contained herein is provided as a service to the public for informational purposes only and no representation is made as to its accuracy or fitness for any particular purpose. The Iowa Land Records system, ~~or~~ also known as the County Land Record Information System, is not intended to replace a search of the official records maintained in ~~by~~ the office of the County Recorder. The Electronic Services System and its agents hereby disclaim any and all liability from or related to the use of the information contained in the Iowa Land Records system, or the County Land Record Information System. Under Iowa law, the Electronic Services System is the sole owner of its compiled and developed information. None of the ~~materials~~ content or information contained on this site or any part thereof, including any information, products and/or software related to the materials, may be compiled, bundled, grouped, reproduced, shared, transmitted, transcribed, stored in a retrieval system, or translated into any language in any form by any means without the express written permission of the Electronic Services System. ~~Organizations and users~~ Users of this site are granted a limited license to access the ~~materials~~ content or information made available on this site. No organization or user or any other party is permitted to sell, share, transfer, loan, license or market the materials or to engage in any similar transaction related to the materials contained on this site to any extent under any circumstances. The Electronic Services System provides any and all materials and other information and/or software distributed on this site "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability or fitness for a particular purpose. In no event shall the Electronic Services System be liable for any loss of profits, lost business, loss of use of data, interruption of business, or for indirect, special, incidental, or consequential damages of any kind. The Electronic Services System may revise the Terms of Use Service of its site from time to time without notices other than posting on its site.

The performance of this website and all information contained on, downloaded or accessed from this website are provided on an "as is" basis, without warranties of any kind whatsoever, including any implied warranties or warranties of merchantability, fitness for a particular purpose or non-infringement of the rights of third parties. The Electronic Services System shall be not responsible for any problems or technical malfunction of any ~~telephone~~ communications network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof including any injury or damage to an organization or user ~~your~~ or any other person's computer as a result of using this website.

As a registered organization or user or unregistered user of <https://iowalandrecords.org/portal> and related extensions, an organization or user ~~you~~ acknowledges and agrees that any reliance on or use by the organization or user ~~you~~ of any information available on this website shall be entirely at their ~~your~~ own risk. In no event shall the Electronic Services System nor any of its service providers be liable for any direct, indirect, consequential or exemplary damages arising from the use or the performance of this website, even if the Electronic Services System or such provider has been advised of the possibility of such damages.

Each registered organization shall ensure that the users who are accessing the site, through user accounts managed by the organization, conform to these Terms of Service.

If An organization or user ~~you are a registered user of the Iowa Land Records system at https://iowalandrecords.org/portal~~, you shall maintain accurate user account information concerning their ~~your~~ identity including ~~your~~ a first and last name, ~~company~~ organization name if applicable, ~~occupation~~ role, mailing address, e-mail address and telephone number.

Organizations and user ~~User~~ accounts and their associated IP addresses which are deemed to be a fictitious identity or impersonation, or created to circumvent these Terms of Use Service may be temporarily or permanently blocked and/or blacklisted. A determination that an account is fictitious, false or inaccurate is subject to the sole discretion of an ESS Site Administrator.

If the organization or user account information is not maintained or if the information is inaccurate, or if ~~you're the organization or user~~ account is deemed inactive by a Site Administrator, the user account(s) will be deactivated and will no longer be permitted to access ~~detailed information about documents~~ posted at <https://iowalandrecords.org/portal>.

~~If you are~~ As a registered organization or user of the Iowa Land Records system at https://iowalandrecords.org/portal, the organization or user ~~you~~ acknowledges and agrees that e-mail is an acceptable means of communication ~~with you~~, and the organization or user ~~you~~ agrees to accept and white list e-mails from either iowalandrecords.org or clris.com and shall not block e-mails originating from these sources. Newsletters and service announcements are delivered through a recognized third-party service provider - mailchimp.com, and communications from this source shall also be accepted.

If an organization or user ~~you~~ wishes to participate in a web conference or other event hosted by the Iowa Land Records system, the organization or user ~~you~~ shall provide accurate information concerning their ~~your~~ identity including but not limited to the ~~your~~ organization name or first and last name. If the information is not accurate or if the information is incomplete (such as providing a first name

only), then the organization or user you will not be permitted to have access to the conference or event.

The Iowa Land Records newsletter and other communications distributed by e-mail will comply with the requirements of the CAN-SPAM Act, and the organization or user you may submit a request to "opt-out" of the e-mail distribution list. However, if the organization or user you submits an opt-out request to Iowa Land Records concerning any newsletter, service announcement or other communication distributed via e-mail, or if we are unable to communicate with the organization or user you via e-mail for any reason, the your organization and user account(s) will be deactivated, and the organization or user you will no longer be permitted to access ~~detailed information about documents~~ posted at <https://iowalandrecords.org/portal>. If the organization or user you has ~~have~~ a question or comment about this policy, please send an inquiry by email to support@clris.com.

No Unlawful or Prohibited Use

As a condition of ~~your~~ the use of the iowalandrecords.org/portal and related extensions (site), an organization or user you will not use the site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. An organization or user may not use the site in any manner that could damage, disable, overburden, or impair any Electronic Services System server, or the network(s) connected to any Electronic Services System server, or interfere with any other party's use and enjoyment of the site. The maximum number of ~~document details and/or~~ document images which may be viewed or downloaded by an individual user shall not exceed 120 documents per day, except when authorized by a site administrator. This limitation will be programmatically enforced. Permission to view more than 120 documents per day per individual user may be granted to known, trusted registered users on a case-by-case basis. Such permission may be revoked by a site administrator for any reason.

Organization or user ~~User~~ accounts, and their associated IP addresses, which are deemed to be created to circumvent the daily ~~document details and/or~~ document image limitations may be temporarily or permanently blocked and/or blacklisted. A determination that an account(s) has been created to circumvent this policy is subject to the sole discretion of an ESS Site Administrator.

An organization or user ~~You~~ may not attempt to gain unauthorized access to the site, other accounts, computer systems or networks connected to any Electronic Services System server or to any of the services or information provided, through hacking, password mining, artificial intelligence (AI) or any other means. An organization or user ~~You~~ may not obtain or attempt to obtain any ~~materials~~ content or information through any means not intentionally made available through the site.

Access to the site through an IP address located outside of the United States is prohibited except when authorized by a site administrator. Permission for access through foreign IP addresses may be granted to known, trusted registered users on a case-by-case basis. Such permission may be revoked by a site administrator for any reason.

Organization or user ~~User~~ accounts and their associated IP addresses which are deemed to be created to circumvent the foreign access prohibition may be temporarily or permanently blocked and/or blacklisted. A determination that an account(s) has been created to circumvent this policy is subject to the sole discretion of an ESS Site Administrator.

Illegal and/or unauthorized uses of the site, including, but not limited to, unauthorized framing of or linking to the site, or unauthorized use of any robot, spider or other automated device on the site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress.

Organization or user ~~User~~ accounts and their associated IP addresses which are deemed to be created to circumvent the policies prohibiting illegal or unauthorized uses may be temporarily or permanently blocked and/or blacklisted. A determination that an account(s) has been created to circumvent this policy is subject to the sole discretion of an ESS Site Administrator.

If a organization or user ~~you~~ violates these Terms of Service Use, the Electronic Services System may bar the organization or user ~~you~~ from future use of the Site and/or take appropriate legal action ~~against you~~. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with the Terms of Service Use. 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.

Historical Index and Images

The Iowa Land Record indexes have been replicated from the official indexes in each county. The Iowa Land Record images have been replicated from the official image systems in each county. In some cases, the indexes and images have been modified to comply with standards established by the Electronic Services System including standards for document types, a standard format for party names, standards for other indexed information, and a standard document image format. The County Recorder indexes and images are the official indexes and images in any and all cases where there is an inconsistency.

As provided in Section 331.606A (Iowa Code), Iowa Land Records and the Electronic Services System have implemented a system for redacting personally identifiable information from document images. "Personally identifiable information" means one or more of the following specific unique identifiers when combined with an individual's name:

- (1) Social security number.
- (2) Checking, savings, or share account number, credit, debit, or charge card number.

Driver license information is also being redacted from document images.

Every reasonable measure is taken to redact personally identifiable information from document images before they are posted for public access through Iowa Land Records. However, no redaction system has been shown to be completely accurate. Because it is possible that some personally identifiable information may be unintentionally visible in a document image, all users of the site have the responsibility to help protect the privacy of persons whose records may be displayed.

Any personally identifiable information which may be found on any image posted on this website is considered to be confidential. In the event that ~~you~~ an organization or user discovers any personally identifiable information posted on the Iowa Land Records system, as a condition for being ~~a~~ an authorized organization or user of the site, ~~you have~~ the organization or user has the responsibility to immediately notify Iowa Land Records so that the information can be restricted or redacted. Additionally, each organization or user of the site is expressly prohibited from distributing, sharing, or publicizing any personally identifiable information which may be found. Personally identifiable information may be reported by using the "Error" button ~~"PI button"~~ located on a search results page on the site, or by sending a message to support@clris.com."

Products

Any product mentioned on this site is mentioned for identification purposes only. Product names appearing in ~~this material~~ any content or information on the site may or may not be registered trademarks or copyrights of their respective companies.

Links to External Sites

Iowa Land Records includes links to websites not under the control of the Electronic Services System. The Electronic Services System does not have control of these other sites and is not responsible for the contents of any site outside of the iowalandrecords.org domain, any domain contained in a linked site, or any changes or updates to such sites. The Electronic Services System provides these links only as a convenience and is not an endorsement by the Electronic Services System.

The Iowa Land Records website is configured to operate with various web browsers including Microsoft Edge, Firefox and Google Chrome. Users should send an inquiry by email to support@clris.com concerning any compatibility issues with web browsers. Internet Explorer is not recommended. Users are advised to install the most recent updates to Adobe Acrobat Reader.

Copyright Notice

Copyright © [date] Electronic Services System, 8711 Windsor Parkway Suite 2, Johnston, IA 50131.

Any and all rights not expressly granted herein are reserved in their entirety. If an organization or user has a question or comment concerning this website, ~~please~~ send an inquiry by email to support@clris.com.

Section 7.3 revised 10.10.12.
Section 7.3 revised 4.10.13.
Section 7.3 revised 11.8.18.
Section 7.3 revised 8.10.21

DRAFT

ESS – 7.4 Iowa Land Records Portal Search Application Privacy Policy.

(Iowa Code Section 331.604, 3(a))

Privacy Notice

Iowa Land Records understands issues concerning the handling of information about authorized organizations and users. ~~knows that you care how information about you is used and shared, and we appreciate your trust that we will handle this information carefully and sensibly.~~ This notice describes our privacy policy. By visiting Iowa Land Records (iowalandrecords.org or related sites), you the organization and user are accepting the practices described in this Privacy Notice.

What Personal Information About Registered Organizations and Users and ~~Customers~~ Does Iowa Land Records Gather?

The information we learn from organizations and users ~~customers~~ helps us personalize and continually improve ~~your~~ the experience of using ~~at~~ Iowa Land Records. Here are the types of information we gather.

- ~~Information You Give~~ Given To Us: We receive and store any information ~~you enter~~ entered on the Site or ~~give given to~~ us in any other way. ~~You provide most such~~ The information is provided when the organization registers and sets up user accounts. ~~you register.~~ You ~~An organization may~~ can choose not to provide certain information, but then the organization and user ~~you~~ might not be able to take advantage of many features of the Site. We use the information that ~~you provide~~ is provided for such purposes as responding to ~~your~~ requests, customizing future services ~~for you,~~ communicating ~~with you,~~ and generally monitoring the use of the website and system. Examples of the information we collect and analyze include the Internet Protocol (IP) address used to connect ~~your~~ a computer to the Internet; login; e-mail address; password; computer and connection information such as browser type and version, operating system, and platform. During some visits we may use software tools such as JavaScript to measure and collect session information, including information about search activities.
- Automatic Information: We receive and store certain types of information whenever ~~you interact~~ an organization or user interacts with us. For example, like many Websites, we use "cookies," and we obtain certain types of information when ~~your~~ a Web browser accesses Iowa Land Records.
- E-mail Communications: To help us make e-mails more useful and interesting, we often receive a confirmation when ~~you~~ an organization or user opens an ~~open~~ e-mail from Iowa Land Records if ~~your~~ a computer supports such capabilities.

- Information from Other Sources: We might receive information about ~~you~~ an organization or user from other sources and add it to our account information. Examples of information we receive from other sources include updated delivery and address information from our carriers or other third parties which we use to correct our records, or credit history information from credit bureaus, which we may use to help prevent and detect fraud.

Does Iowa Land Records Share the Information It Receives?

Information about our registered organizations or users ~~and customers~~ is important to us, and we are not in the business of selling it to others. We share organization or user ~~customer~~ information only as described below.

- Agents: We employ other companies, organizations and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, processing credit/debit card payments, and providing customer service. They have access to customer and user information needed to perform their functions, but may not use it for other purposes.
- Protection of Iowa Land Records and Others: We release account and other organization ~~customer~~ and user information when we believe release is appropriate to comply with the law; enforce or apply our Terms of Service Use and other agreements; or protect the rights, property, or safety of Iowa Land Records, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. This does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from customers or users for commercial purposes in violation of the commitments set forth in this Privacy Notice.
- With ~~Your~~ Consent: Other than as set out above, the organization or user ~~you~~ will receive notice when information about the organization or user ~~you~~ might go to third parties, and the organization or user ~~you~~ will have an opportunity to choose not to share the information.

How Secure Is Information About Organizations or Users ~~Me~~?

We work to protect the security of organization or user ~~your~~ information. It is important for organizations or users ~~you~~ to protect against unauthorized access to an organization's or user's ~~your~~ password and ~~to your~~ computer. Be sure to sign off when finished using a shared computer.

Which Information Can We Access?

Iowa Land Records gives organizations or users ~~you~~ access to a range of information about ~~your~~ the account and ~~your~~ the interactions with Iowa Land Records for the limited purpose of viewing and, in certain cases, updating that information.

What Choices Do We Have?

As discussed above, ~~you~~ organizations or users can always choose not to provide information, even though it might be needed to take advantage of some Iowa Land Records features. ~~You And organization~~ An organization or user can add or update certain information about ~~your~~ the account. When ~~you update account~~ information is updated, we may keep a copy of the prior version for our records.

Terms of ~~Use~~ Service, Notices, and Revisions

If ~~you choose~~ an organization or user chooses to visit Iowa Land Records, ~~your~~ the visit and any dispute over privacy is subject to this Notice and our Terms of ~~Service Use~~, including limitations on damages, arbitration of disputes, and application of the laws of the State of Iowa. If ~~you have~~ an organization or user has any concern about privacy at Iowa Land Records, please contact us with a thorough description, and we will try to resolve it.

Our activities and services change constantly, and our Privacy Notice and the Terms of ~~Service Use~~ will change also. We may e-mail periodic reminders of our notices and conditions, but an organization or user ~~you~~ should check the Site frequently to see recent changes. Unless stated otherwise, our current Privacy Notice applies to all information that we have about an organization, user or account ~~you and your account~~. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

Privacy Policy Scope

This Privacy Notice addresses the handing of information about registered organizations and users and customers of the Iowa Land Records Search Application (iowalandrecords.org and related Sites). These policies do not address privacy issues concerning personally identifiable information which may be embedded within document images. See Section 331.606A (Iowa Code). Policies relating to personally identifiable information are incorporated within the Terms of Service Use ~~section~~.

Section 7.4 revised 11.8.18.

ESS – 7.5 Iowa Land Records E-Submission Service Terms of Service Use.

(Iowa Code Section 331.604, 3(a))

Terms of Use Service

Each registered organization and user represents and warrants that he/she agrees that the user identification and authentication procedures implemented by the Iowa Land Records Electronic Submission Service, i.e., a user ID and password, is a valid electronic signature under Section 554D.103 of the Iowa Code, and that it is legally recognized as a signature under Section 554D.108. Each registered organization and user agrees that submission of a document through the Iowa Land Records Electronic Submission Service is equivalent to delivery of a document through the U.S. mail, courier service or over-the-counter at designated offices in each county or jurisdiction. Organizations and users agree that a County Recorder or other designee may correct any index information submitted which may be in error or which may require clarification. Organizations and users agree that the Iowa Land Records E-Submission Service or a Site Administrator may modify the format or scale of a scanned or rendered electronic document, without altering the content of the electronic document, in order to conform to standards established by the Electronic Services System. Organizations and users agree that a County Recorder or a Site Administrator may delete or otherwise remove Abandoned Documents from the Iowa Land Records Electronic Submission Service.

Organizations and users agree that they are responsible for assuring that documents submitted through the Iowa Land Records Electronic Submission Service are valid and comply with all legal requirements and requirements for recording. Organizations and users agree that electronic documents submitted through the Iowa Land Records Electronic Submission Service have been properly executed by the parties and represent the agreement of the parties.

Organizations and users accept and agree to make payment of due and proper recording and related online service fees through the payment services system specified by the Iowa Land Records Electronic Submission Service, and further agree that the Iowa Land Records Electronic Submission Service may suspend services for failure to make payment or to maintain current payment information as required.

A registered organization or user, when acting as a Surveyor Company or Surveyor as defined in Section 3.1, shall comply with the minimum standards for property surveys as described in Section 193C, Chapter 11 of the Iowa Administrative Code, and with the code of professional conduct as described in Section 193C, Chapter 8 of the Iowa Administrative Code. A Surveyor Company or Surveyor shall, when submitting corner certificates or surveys and plats as electronic documents for recording, comply with the requirements for surveys and plats as specified in Section 3.13 (6-7) of the ESS Policies and Procedures, and with the electronic document formatting requirements specified in Section 5.4 of

the ESS Policies and Procedures. Additionally, a registered organization or user acting as a Surveyor Company or Surveyor shall ensure that any survey or plat has been reviewed and approved by any city or county jurisdiction, when such review and approval is required, prior to submitting the survey or plat through the Iowa Land Records E-Submission Service.

Each participating county and county recorder represents and warrants that he/she agrees that the user identification and authentication procedures implemented by the Iowa Land Records Electronic Submission Service, i.e., a user ID and password, is a valid electronic signature under Section 554D.103 of the Iowa Code, and that it is legally recognized as a signature under Section 554D.108. Each participating county and county recorder agrees that submission of a document through the Iowa Land Records Electronic Submission Service is equivalent to delivery of a document through the U.S. mail, courier service or over-the-counter at designated offices in each county or jurisdiction.

The Electronic Services System provides any and all materials and other information and/or software distributed on this site "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability or fitness for a particular purpose. In no event shall the Electronic Services System be liable for any loss of profits, lost business, loss of use of data, interruption of business, or for indirect, special, incidental, or consequential damages of any kind. The Electronic Services System may revise the Terms of Use Service of its site from time to time without notice other than posting on its site. The performance of this website and all information contained on, downloaded or accessed from this website are provided on an "as is" basis, without warranties of any kind whatsoever, including any implied warranties or warranties of merchantability, fitness for a particular purpose or non-infringement of the rights of third parties. The Electronic Services System shall be not responsible for any problems or technical malfunction of any ~~telephone~~ communications network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof including any injury or damage to an organization or user ~~your~~ or any other person's computer as a result of using this website.

As a registered user of the Iowa Land Records E-Submission Service at <https://iowalandrecords.org/esubmission>, an organization or user acknowledges and agrees that any reliance on or use ~~by you~~ of any information available on this website shall be entirely at ~~your~~ the organization's or the user's own risk. In no event shall the Electronic Services System nor any of its service providers be liable for any direct, indirect, consequential or exemplary damages arising from the use or the performance of this website, even if the Electronic Services System or such provider has been advised of the possibility of such damages.

No Unlawful or Prohibited Use

As a condition of ~~your~~ the use of the Iowa Land Records E-Submission Service, an organization or user ~~you~~ will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. ~~You~~ An organization or user may not use the Iowa Land Records E-Submission Service in any manner that could damage, disable, overburden, or impair any Electronic Services System server, or the network(s) connected to any Electronic Services System server, or interfere with any other party's use and enjoyment of any Services.

An organization or user ~~You~~ may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Electronic Services System server or to any of the Services, through hacking, password mining or any other means. An organization or user ~~You~~ may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. Illegal and/or unauthorized uses of the Site, including, but not limited to, unauthorized framing of or linking to the Site, or unauthorized use of any robot, spider or other automated device on the site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress. If an organization or user ~~You~~ violates these Terms of Use Service, the Electronic Services System may terminate ~~your~~ the organization's or user's use of the Site, bar the organization or user ~~you~~ from future use of the Site and/or take appropriate legal action against the organization or user ~~you~~. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with the Terms of Use Service. 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.

Products

Any product mentioned on this site is mentioned for identification purposes only. Product names appearing in this material may or may not be registered trademarks or copyrights of their respective companies.

Links to External Sites

Iowa Land Records includes links to websites not under the control of the Electronic Services System. The Electronic Services System does not have control of these other sites and is not responsible for the contents of any site outside of the Iowa Land Records E-Submission Service (iowalandrecords.org) or any domain contained in a linked site, or any changes or updates to such sites. The Electronic Services System provides these links only as a convenience and is not an endorsement by the Electronic Services System.

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Copyright [date] Electronic Services System, 8711 Windsor Parkway Suite 2,
Johnston, IA 50131.

For more information send an inquiry by email to support@clris.com. Any and all rights not expressly granted herein are reserved in their entirety. Contact support@clris.com if ~~you have~~ there are any questions or problems with this site.

Section 7.5 revised 10.10.12.

Section 7.5 revised 11.14.12.

Section 7.5 revised 8.9.16.

Section 7.5 revised 11.8.18.

Section 7.5 revised 8.10.21

DRAFT

ESS – 7.6 Iowa Land Records E-Submission Service Privacy Policy.

(Iowa Code Section 331.604, 3(a))

Privacy Notice

~~The Iowa Land Records E-Submission Service knows that you care how information about you is used and shared, and we appreciate your trust that we will handle this information carefully and sensibly.~~ This notice describes our privacy policy. By using the Iowa Land Records E-Submission Service, the organization or user you are accepting accepts the practices described in this Privacy Notice.

What Personal Information About Customers Does the Iowa Land Records E-Submission Service Gather? The information we learn from customers helps us personalize and continually improve services. Here are the types of information we gather.

- Information ~~You Give~~ Given To Us: We receive and store any information you entered on our Website or given to us in any other way. An organization or user ~~You~~ can choose not to provide certain information, but then the organization or user you might not be able to take advantage of ~~many~~ of our some system features. We use the provided information that you provide for such purposes as responding to ~~your~~ requests, customizing future services for you, and ~~communicating~~ communications with you.
- Automatic Information: We receive and store certain types of information whenever ~~you interact~~ there is an interaction with ESS systems ~~with us~~. For example, like many Websites, ~~we use~~ ESS may use "cookies," and we can obtain certain types of information when ~~your~~ a Web browser accesses the Iowa Land Records E-Submission Service.
- E-mail Communications: To help ~~us~~ make e-mails more useful and interesting, ~~we~~ ESS may receive a confirmation when ~~you open~~ an e-mail from the Iowa Land Records E-Submission Service is opened ~~if your computer supports such capabilities~~.
- Information from Other Sources: ~~We might~~ ESS may receive information about you from other sources and add it to our account information.

Does Iowa Land Records Share the Information It Receives? Information about our customers is important to us, and we are not in the business of selling it to others. We share customer information only as described below.

- Agents: We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages,

sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

- **Protection of the Iowa Land Records E-Submission Service and Others:** We release account and other personal information when we believe release is appropriate to comply with the law; enforce or apply our Terms of Use Service and other agreements; or protect the rights, property, or safety of the Iowa Land Records E-Submission Service, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. This does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from customers for commercial purposes in violation of the commitments set forth in this Privacy Notice.
- **With Your Consent:** Other than as set out above, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

How Secure Is Information About Me? We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input. We reveal only the last four digits of your credit card numbers when confirming account activity. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

Which Information Can I Access? The Iowa Land Records E-Submission Service gives you access to a broad range of information about your account and your interactions with the Iowa Land Records E-Submission Service for the limited purpose of viewing and, in certain cases, updating that information.

What Choices Do I Have? As discussed above, you can always choose not to provide information, even though it might be needed to take advantage of some the Iowa Land Records E-Submission Service features. You can add or update certain information about your account. When you update information, we usually keep a copy of the prior version for our records.

Terms of Use Service, Notices, and Revisions. If you choose to use the Iowa Land Records E-Submission Service, your activity and any dispute over privacy is subject to this Notice and our Terms of Use Service, including limitations on damages, arbitration of disputes, and application of the law of the State of Iowa. If you have any concern about privacy at the Iowa Land Records E-Submission

Service, please contact us with a thorough description, and we will try to resolve it.

Our activities and services change constantly, and our Privacy Notice and the Terms of Use Service will change also. We may e-mail periodic reminders of our notices and conditions, but you should check our Website frequently to see recent changes. Unless stated otherwise, our current Privacy Notice applies to all information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

Information You Give Us. You provide most such information when you register, set up a payment account, or communicate with customer service. For example, you provide information when you communicate with us by phone or e-mail, or when you complete a questionnaire. As a result of those actions, you might supply us with such information as your name, address, and phone numbers; credit card information; e-mail addresses; and financial information.

Automatic Information. Examples of the information we collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information such as browser type and version, operating system, and platform; and account history. During some visits we may use software tools such as JavaScript to measure and collect session information, including transaction activities.

Information from Other Sources. Examples of information we receive from other sources include updated delivery and address information from our carriers or other third parties, which we use to correct our records; account information, purchase information, and credit history information from credit bureaus, which we use to help prevent and detect fraud and to offer certain credit or financial services to some customers.

Information You Can Access. Examples of information you can access easily at the Iowa Land Records E-Submission Service include up-to-date information regarding recent account activity; and personally identifiable information (including name, e-mail, password; payment settings (including credit card information and account balances).

Section 7.6 revised 11.8.18.

Section 331.606B, Subsection 1 is amended to read as follows.

331.606B Document or document formatting standards.

1. Except as otherwise provided in subsection 7, the county recorder shall ~~refuse~~ decline any document or instrument presented for recording that does not meet the following requirements:
 - a. Each document or instrument shall consist of one or more individual pages, ~~not permanently bound or~~ in a continuous form. For the purposes of this section, continuous form shall mean individual one-sided pages. ~~The A~~ document or instrument in a physical form shall not be permanently bound, have any attachment stapled, taped, or otherwise affixed to any page except as necessary to comply with statutory requirements, or contain text or graphics on the back side of a page. However, the individual pages of a document or instrument in a physical form may be ~~stapled~~ clipped together for presentation for recording. A label that is firmly attached to a document or instrument in a physical form with a bar code or return address may be accepted for recording.
 - b. All ~~preprinted~~ text shall be in a legible font of at least ~~eight~~ ten point in size and ~~no more than twenty sixteen~~ characters and spaces per inch. All other text typed or computer generated, including but not limited to all names of parties to an agreement, shall be at least ten point in size and no more than sixteen characters and spaces per inch. If a document or instrument, other than a plat or survey or a drawing related to a plat or survey, presented for recording contains type smaller than eight point type for the ~~preprinted text and ten point type for all other text~~, the document or instrument shall be accompanied by an exact typewritten or printed copy that meets the requirements of this section. However, a plat or survey or a drawing related to a plat or survey may contain text in a legible font of at least eight point in size.
 - c. Each document shall be of sufficient legibility to produce a clear reproduction. If ~~all or a portion of~~ a document or instrument, other than a plat or survey or a drawing related to a plat or survey, is not sufficiently legible to produce a clear reproduction, the illegible portion of the document or instrument shall be accompanied by a legible copy as an attachment ~~an exact typewritten or printed copy that meets the type size requirements of paragraph "b" and which shall be recorded contemporaneously as additional pages of the document or instrument.~~
 - d. Each document or instrument, ~~other than a plat or survey or a drawing related to a plat or survey~~, shall be on standard white paper of ~~not less than twenty pound weight~~ without watermarks or other visible inclusions markings. All text within the document or instrument shall be of sufficient color and clarity legibility to ensure that the text is readable when reproduced from the record.
 - e. All signatures on a document or instrument shall be in black or dark blue ink and of sufficient color and clarity to ensure that the signatures are readable clear and discernable when the document or instrument is reproduced from the record. The corresponding name shall be typed, printed, or stamped beneath the original signature. The typing or printing of a name or the application of an embossed or inked stamp shall not cover or otherwise materially interfere with any part of the document or instrument except where provided by law. Failure to print or type signatures as provided in this paragraph does not invalidate the document or instrument.
 - f. The first page of each document or instrument, other than a plat or survey or a drawing related to a plat or survey, shall have a top margin of at least three inches of vertical space from left to right which shall be reserved for the recorder's use. All other margins on the document or instrument shall be a minimum of three-fourths of one inch. Nonessential information including but not limited to form numbers, page numbers, or customer notations may be placed in a margin except the top margin. The recorder shall not incur any liability for not showing a seal or information that extends beyond the margin of the permanent archival record.

- g. Each document or instrument presented for recording shall meet the requirements of section 331.606A, subsection 2.
2. Each document or instrument, other than a plat or survey or a drawing related to a plat or survey, that is presented for recording shall contain the following information on the first page below the three-inch margin:
 - a. The name, address, and telephone number of the individual who prepared the document.
 - b. For any instrument of conveyance, the name of the taxpayer and a complete mailing address.
 - c. A return address.
 - d. The title of the document or instrument.
 - e. All grantors' names.
 - f. All grantees' names.
 - g. Any address required by statute.
 - h. The legal description of the property and parcel identification number, if required.
 - i. A document or instrument number for statutory requirements, if applicable.
3. If insufficient space exists on the first page for all of the information described in subsection 2, the page reference of the document or instrument where the information is located shall be noted on the first page.
4.
 - a. Each document or certificate prepared by a licensed professional land surveyor and presented for recording, including a plat of survey or a drawing related to a plat of survey, shall contain an index legend. However, this requirement shall not apply to a United States public land survey corner certificate described in section 355.11.
 - b. Each document or certificate prepared by a licensed professional land surveyor and presented for recording, including a plat of survey or a drawing related to a plat of survey, shall include a blank rectangular space three and three-fourth inches in width and two and one-half inches in height reserved and delineated for the county recorder's use, unless the document is attached to a cover sheet approved by the governing board of the county land record information system.
5. The recorder may record the following documents or instruments which are exempt from the format requirements of this section:
 - a. A document or instrument that was signed before July 1, 2005.
 - b. A military separation document or instrument.
 - c. A document or instrument executed outside the United States.
 - d. A certified copy of a document or instrument issued by a governmental agency, including a vital record.
 - e. A document or instrument where one of the original parties is deceased or otherwise incapacitated.
 - f. A document or instrument formatted to meet court requirements.
 - g. A federal tax lien.
 - h. A filing under the uniform commercial code, chapter 554.
 - i. A groundwater hazard statement pursuant to section 558.69.
6. A document or instrument rejected for recording by a recorder shall be returned to the preparer or presenter accompanied by an explanation of the reason for rejection.
7.
 - a. On and after July 1, 2005, a document or instrument that does not conform to the format standards specified in subsections 1 through 3 shall not be accepted for recording except upon payment of an additional recording fee of ten dollars per document or instrument. The requirement applies only to documents or instruments dated on or after July 1, 2005, and does not apply to those documents or instruments specifically exempted in subsection 5.
 - b. On and after July 1, 2009, a document or instrument that does not conform to the format standards specified in subsection 1, paragraphs "c" and "e", or subsection 2, paragraph "b", shall not be accepted for recording. This paragraph applies only to documents or instruments dated on or after July 1, 2009, and does not apply to those documents or instruments specifically exempted in subsection 5.

EXPLANATION

- 331.606B (1) - Substitutes the term “decline” for the term “refuse”.
- 331.606B (1a) - Clarifies that “clipping” pages together is permitted but stapling is not. Also clarifies that this section applies to documents in physical form (paper). It attempts to clarify what “continuous form” means and to state that text or graphics on the back side of a page is not allowed. The term “taped” has been inserted to indicate that attachments may not be affixed with tape. The phrase “except as necessary to comply with statutory requirements” was removed as the purpose of it was unclear. It is expected that anyone aware of its purpose or origin will speak to in as stakeholder discussions proceed.
- 331.606B (1b) - Plainly states that text must be legible and of a size no less than ten point. References to “preprinted text” and surveys are removed. An exception for a plat or survey or a drawing related to a plat or survey was reinserted.
- 331.606B (1c) - Requires that a legible copy of all or a portion of a document must accompany an illegible document and be recorded as additional pages.
- 331.606B (1d) - Removes the reference to paper which is not less than twenty-pound weight. Substitutes the term “markings” for the term “inclusions.” Substitutes the term “legibility” for the term “color and clarity.” Removes references to surveys.
- 331.606B (1e) - Retains the term “color and clarity, but changes the term readable to “clear and discernable” to acknowledge that often signatures literally cannot be “read” with clear spelling. This is why it is required that names be “printed”. References to “typing” have been removed.

Note: These revisions are intended to reflect the consensus of the working group at their meeting on April 20, 2023. Working group members are asked to give further review.

"HOMEWORK"

- **COVER SHEET POLICIES**
- **STAMP AREA**
- **INDEX LEGEND CONCEPT**
- **PII CLARIFICATION**
- **7 A&B**
- **RESPONSIBILITY FOR LEGAL REQUIREMENTS**
- **"RECORDABILITY"**
 - **Can it be processed?**
 - **Is it legible?**
 - **Can it be archived**

EXECUTIVE Committee Position

Sheri Jones	President of the Iowa County Recorders Association
Nancy Booten	Chair of the ESS Coordinating Committee
Julie Haggerty	Vice Chair of the ESS Coordinating Committee
Melissa Bahnsen	Secretary/Treasurer of the ESS Coordinating Committee
Nancy Booten	Vice President of the Iowa County Recorders Association
Lisa Kent	Treasurer of the Iowa County Recorders Association
Melissa Bahnsen	Secretary of the Iowa County Recorders Association

ESS – 1.10 ESS Executive Committee.

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

1.10(1) ESS Executive Committee. An ESS Executive Committee is established to assist with strategic issues of mutual interest including but not limited to the following.

- a. The coordination of activities between the Electronic Services System and the Iowa County Recorders Association.
- b. The development of strategy for sustaining and strengthening the Electronic Services System.

Section 1.10 revised - Executive Committee created 8.7.18

Section 1.10 (2) revised 8.10.21

Section 1.10 revised - Executive Committee updated 11.10.22

1.10(2) ESS Executive Committee Members. The ESS Executive Committee shall be comprised of the individuals serving in the following roles.

- a. President of the Iowa County Recorders Association
- b. Chair of the ESS Coordinating Committee
- c. Vice Chair of the ESS Coordinating Committee
- d. Secretary/Treasurer of the ESS Coordinating Committee
- e. Vice President of the Iowa County Recorders Association
- f. Treasurer of the Iowa County Recorders Association
- g. Secretary of the Iowa County Recorders Association

Section 1.10 revised - Executive Committee created 8.7.18

Section 1.10 (2) revised 8.10.21

COMMUNICATIONS UPDATE

May 9, 2023

DEPUTIES CONFERENCE

BELIEVE in your **COMMUNITY**.
BELIEVE in your **TEAM**.
BELIEVE in **YOURSELF**.



DETAILS

- Sept. 28
- West48 in WDM
- Hotel Block - discount rates
- Networking Reception Sept. 27

REGISTRATION FORM ON HUB

IN THE WORKS updates to the ICRA Hub

current

--->

mock draft



IOWA
LAND RECORDS

COMMUNICATIONS TRAINING COMMITTEES LEGISLATION PROCEDURES

LOGIN



TODAY'S DATE
APRIL 4

UPCOMING EVENTS

- WEBINAR
- MEETING
- MEETING

SUPPORT

ICRA HUB

EVERY DAY RESOURCES & UPDATES

WELCOME!

Iowa Land Records is here to support county recorders and their staff in coordination with the Iowa County Recorders Association. This resource hub has upcoming events, recorded training, handouts for the public and other helpful resources.

---> **VISUAL**
photo and icon based



GUIDE BOOKS



PDF DOC



VIDEO



EVENT



WEBINAR

COMMUNICATIONS UPDATE

May 9, 2023

ON THE RADAR

SEARCH RESOURCES

- Training Videos
- Email Campaign
- updating handouts

SCAM EDUCATION

- LinkedIn Post
- Press Release
- Blog

EMAIL PERFORMANCE

	OPEN RATE	CLICK RATE	CONTACT INFO UP TO DATE?	POPULAR CONTENT
RECORDERS	50%	17%news 39-48%	Good, some delivery issues	Jan Newsletter 64%, then GWH 57% (newsletter has since dropped)
CUSTOMERS	16-42%	10% news 16-28%	Needs cleaning	GWH – 39.5% open, 27% CR
*BENCHMARK 20-25% 4.8% (based on comparable industries)				ILR emails doingVERY well

LESSONS / OPPORTUNITIES

- Overall contact list needs improving
- E-Submission Users generally not interested in general info
 - PREFER new forms/ services
- Lowest opens and overall engagement were late in the week
- Counties have spam filters on HIGH
- Counties who open, click return to content

May 9, 2023

EMAIL PERFORMANCE

Audience: E-Submission Users (non- county)

E-SUB BEST ENGAGEMENT

FEB 7

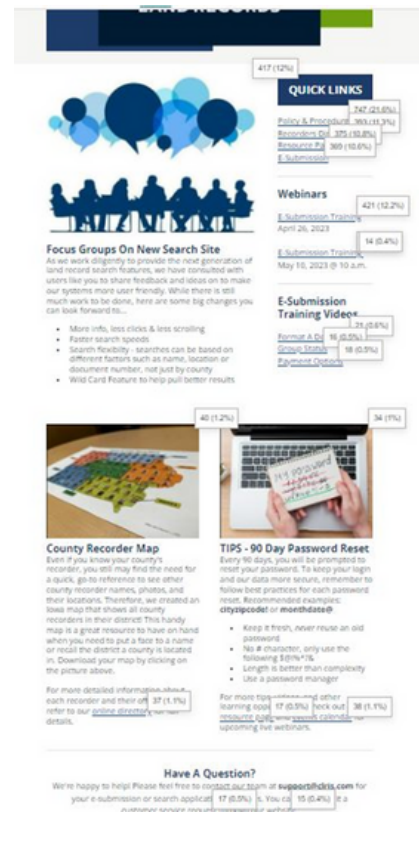
48.5% open rate | 43.5% click rate



E-SUB NEWSLETTER

MARCH 27

29.1% open rate | 10.5% click rate



LOWEST ENGAGEMENT

**Audience - everyone
(various dates)**

SERVICE RESTORED messages

opens 16.3% - 20%

clicks 1-3%

subject line revealing & clicks to support



COMMUNICATIONS UPDATE

May 9, 2023

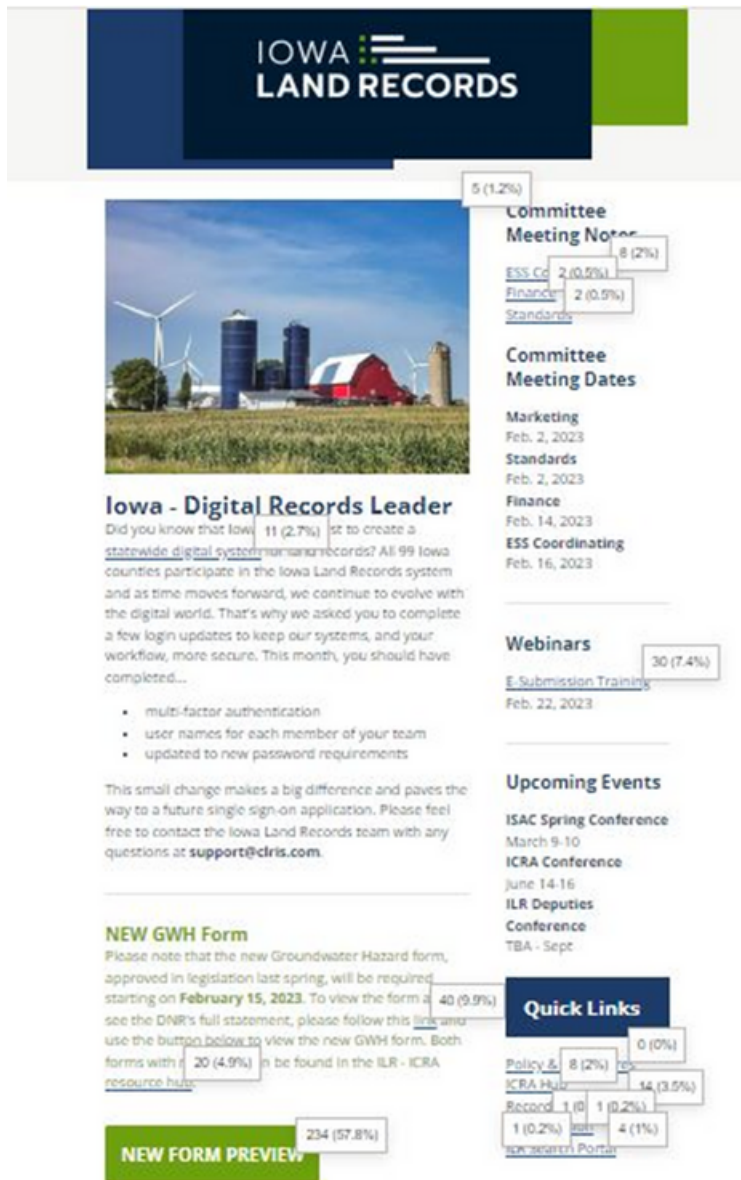
EMAIL PERFORMANCE

Audience: ICRA & Staff

COUNTY NEWSLETTER

JAN 26

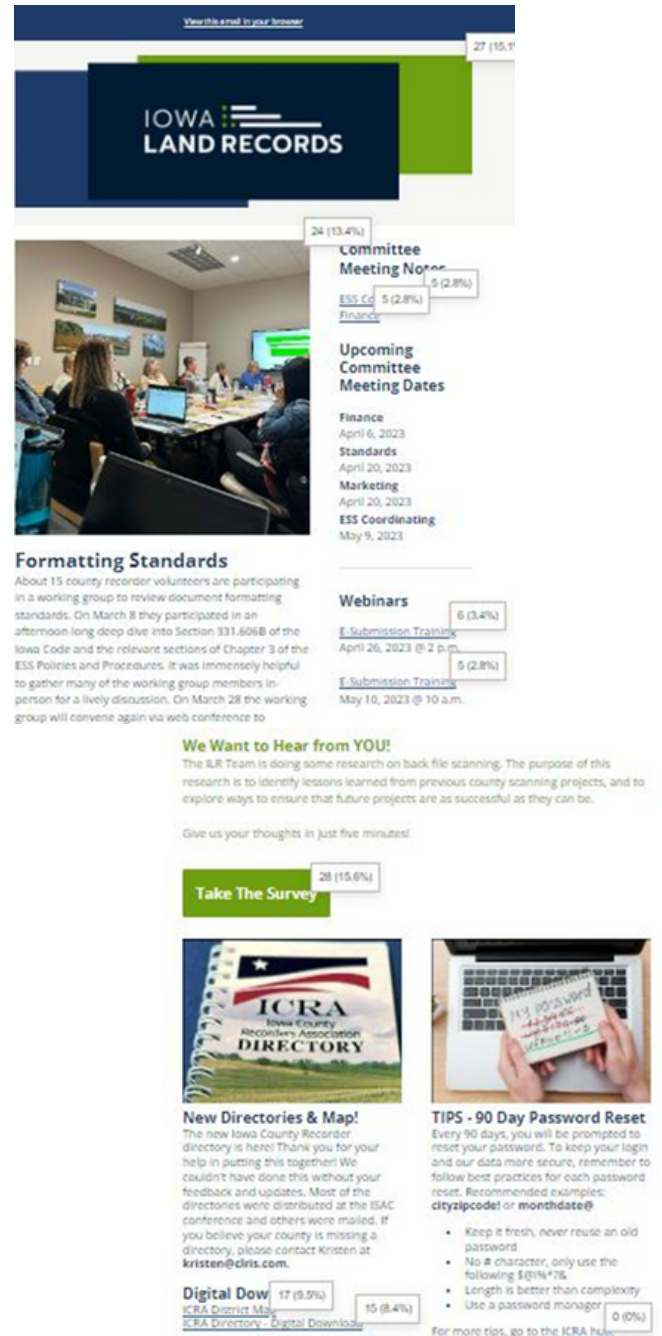
63.8% open rate / 33.9% click rate



COUNTY NEWSLETTER

MARCH 27

45.5% open rate / 17.5% click rate



To: Shawn Jobe and Devin Caster, Co-Chairs
MISMO Blockchain Community of Practice

From: Marc Aronson, MISMO Member
Pennsylvania Association of Notaries

In addition to being a MISMO subscriber, I am also an active member of the Property Records Industry Association (PRIA). PRIA is comprised of both business and government sector members including many county recorders.

The PRIA Board of Directors has created a working group to explore the subject of Blockchain. The working group has divided into sub-groups to work on different facets of the topic, and I'm serving as a member of the group exploring current or planned business applications of blockchain.

We're just beginning our work, and we are asking you and members of the MISMO Blockchain COP to respond to a simple survey that we hope will help us better understand what is happening in the marketplace. We intend this will lead to more conversations going forward.

Would you be kind enough to forward this request to the Blockchain COP members, and a note encouraging a response? Here's a link to the short survey.
<https://form.jotform.com/231145366808054>

I and other members of our group would be happy to answer any questions you may have. Thank you for your assistance.

Marc

Blockchain Survey - Business

Please complete this short survey. We look forward to hearing your responses and to future conversations.

What products or services are you delivering today that use blockchain technology?
(Please briefly describe business purpose or function of the blockchain.)

What products or services are you developing that would use blockchain technology?
(Please briefly describe business purpose or function of the blockchain.)

Who can we contact to learn more about your product(s) or service(s)?

Name and Company *

Full Name

Company Name

Email *

example@example.com