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Combined Fee: \$0.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Electronic Services System 28E Governance Document

Recorder's Cover Sheet

Preparer Information:

Lisa Long
8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131
(515) 331-2246

Return Document To:

Lisa Long
8711 Windsor Parkway, Suite 2
Johnston, Iowa 50131

Parties:

Electronic Services System
County: MADISON

Associated References:

**Original county 28E agreement filing recorded as Reference
Number 54 and/or Book 2006 Page 54 as recorded on 1/4/2006**
Original Secretary of State 28E agreement filed as M032698
Amended Secretary of State 28E agreement filed as M514302

AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT

WHEREAS, the Iowa County Recorders Association (hereinafter referred to as "Association") and the following Counties to wit: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Scott, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth, Wright [See Also Attachment A] entered into the above described County Electronic Services System 28E Agreement; and

WHEREAS, the Electronic Services System was created in 2005 and has implemented electronic recording and electronic transactions in each county and has developed a model statewide land record information system and website to provide electronic access to records and information in the State; and

WHEREAS, the Iowa County Recorders Association and each participating county have been instrumental in creating and expanding the public's access to public records while at the same time assuring the creation and development of a system that redacts and protects personally identifiable information efficiently and accurately; and

WHEREAS, the Electronic Services System has efficiently and successfully performed the duties specified in Section 331.604 of the Code of Iowa; and

WHEREAS, the Electronic Services System has successfully fulfilled its fiduciary responsibilities to Iowa citizens and counties by transmitting fees paid by customers to Iowa counties for the public services rendered by the System and by conducting an annual financial audit assuring the integrity and efficiency of the Electronic Services System created and developed by the participating Counties and the Iowa County Recorders Association; and

WHEREAS, 2005 Iowa Acts, chapter 179, section 101 has been amended by the Iowa General Assembly (House File 527, 2021 Iowa Acts) to allow the Electronic Services System to amend the agreement to provide for the ongoing implementation of the county land record information; and

WHEREAS, in accordance with the recent amendments by the Iowa legislature, the parties seek to amend and Substitute the County Electronic Services System 28E Agreement and in the process allow the system to contract directly for services thereby eliminating the financial liability of the Iowa County Recorders Association for the direct contractual actions of the Electronic Services System while at the same time allowing for a representative governance system assuring continued leadership by elected County Recorders across the State; and

NOW THEREFORE, the undersigned counties and the Iowa County Recorders Association hereby Amend and Substitute the aforementioned County Electronic Services System 28E Agreement entirely with this **AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT** as follows:

1. **PURPOSE.** This Agreement is an Amended and Substituted Intergovernmental Agreement creating and continuing the Electronic Services System administering the county land record information system, a/k/a Iowa Land Records, and other services. The purpose of the Electronic Services System was to establish a system and the necessary associated infrastructure to enable the recordation of various land records by interested parties in all areas of the State, and to provide reasonable public access to the public to land record information, while assuring that personally identifiable information was redacted in accordance with Iowa Law prior to public access to such records through the system.
2. **STATUS AS LEGAL ENTITY.** The Electronic Services System shall hereafter be constituted as a separate and distinct legal entity formed and established pursuant to chapter 28E of the Iowa Code (2021) governed by the governing board as set forth herein. As so constituted, it shall have the following powers:
 - a. To receive and disburse electronically into bank accounts designated by the Electronic Services System and each County Recorder authorized fees for electronic recording and other services.
 - b. To provide Iowa counties with an Electronic Services System for other services provided through the Office of the County Recorder;
 - c. To provide an Electronic Services System for other public agencies or private organizations.
 - d. To contract with any public or private entity to provide all necessary services.
 - e. To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
 - f. To establish a system of accounting and budgeting, and a system for receiving payments;
 - g. To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement; and
 - h. To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.
 - i. Take other routine or ministerial action as needed to provide for the successful operation of the Electronic Services System and/or the county land record information system.
 - j. Establish Policies and Procedures to provide for the governance and operation of the Electronic Services System and a governing board or committee.
 - k. Establish committees and subcommittees as needed to carry out the duties and responsibilities established by the ESS Coordinating Committee ("Committee").

- l. To sue, or be sued, acquire and own real or personal property necessary for its corporate purpose.
 - m. Adopt a corporate seal and alter the seal at its pleasure.
 - n. To issue debt as it deems necessary to fulfill its purposes.
 - o. Execute all powers conferred in chapter 28E of the Iowa Code (2021) and as subsequently amended from time to time.
3. **DURATION**. This Agreement shall become effective at such time as the undersigned counties have executed this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8 (2021). Copies of the filed and recorded Agreement shall be provided to the member counties. The operations of ESS shall be perpetual unless terminated in accordance with this Agreement.
4. **GOVERNING BOARD**. The Electronic Services System shall be governed by the committee known as the ESS Coordinating Committee ("Committee").
 - a. **Composition of ESS Coordinating Committee**. Initially the Committee shall consist of 10 members, and the number of members may be adjusted in the manner provided pursuant to paragraph 4(d). The members of the Committee shall be appointed by the Iowa County Records Association Executive Board.
 - b. Members of the ESS Coordinating Committee shall consist of eight County Recorders who shall be representative of the Electronic Services System membership as follows:
 - i. One County Recorder shall be appointed from each of the six geographic districts established by the Iowa County Records Association.
 - ii. One County Recorder shall be appointed from one of five counties with the highest population based on the most recent official U.S. census.
 - iii. One County Recorder who is a member of the Iowa County Records Association Executive Board. To the extent practicable, the County Recorders should be representative of the various indexing and imaging systems utilized throughout Iowa. Deputy Recorders shall be eligible to serve on the ESS Coordinating Committee.
 - c. Members of the Committee may also include representatives of stakeholders and professionals who develop, originate or process official real estate documents. Stakeholder representatives shall comprise no more than six positions on the Committee. These members shall be qualified from one of the following groups:
 - i. A person who is a representative of Iowa financial institutions including banks, credit unions or mortgage companies.
 - ii. A person who is a representative of professionals active in the practice of real estate law.
 - iii. A person who is a representative of professionals in abstracting and land title management.
 - iv. A person who is a representative of information technology professionals who serve Iowa counties.
 - v. A person who is representative of professional realtors or brokers.
 - vi. A person who is representative of professional and licensed land surveyors.
 - vii. Any person who is representative of another profession engaged in the Iowa real estate industry.

A stakeholder representative must actively support and contribute to the success of the Electronic Services System.

- d. Adjustments may be made to the composition of the Committee by resolution approved by at least 75% of the Committee and effective upon ratification by the Iowa County Recorders Association Executive Board. In the event the Iowa County Recorders Association Executive Board does not ratify the change in composition of the Committee within 90 days of adoption of the resolution by the Committee, any such change shall be considered defeated.
- e. **Vacancy.** In the event that a vacancy occurs on the Committee as a result of a resignation or for any other reason, the Iowa County Recorders Association Executive Board shall appoint a replacement from the applicable group described in paragraphs 4(b) and 4(c).

5. VOTING

- a. In the conduct of the Committee's business, each member of the Committee will have one vote, and the majority vote of those members present and voting shall decide such matters, unless a different voting threshold is set forth herein.
- b. Committee members may participate and vote via electronic means including teleconference, web conference, or other electronic mediums, subject to the requirements of Chapter 21 of the Iowa Code.
- c. The Chair, or in the Chair's absence, the Vice Chair of the Committee, may vote and participate in discussion, but shall not make or second a motion.

6. OFFICERS

- a. The officers of the Committee shall be the Chair, the Vice Chair and the Secretary/Treasurer, each of whom shall be elected by vote of the Committee at the annual meeting of the Committee.
- b. The Chair shall preside at all meetings of the Committee. The Chair or the Vice Chair in the absence of the Chair shall sign any instruments which the Committee has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed, or where the resolution of the Committee authorizes the signing of such instrument by another person.
- c. In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.
- d. The Secretary shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Committee, (ii) the giving of all notices in accordance with this Agreement or any Policies and Procedures, or as otherwise

directed by the Committee or required by law, (iii) acting as custodian of the records of the ESS and (iv) keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officers and of the Committee representatives and alternates.

- e. The officers of the Committee shall be elected annually by and from the members of the Committee present at the annual meeting of the Committee. Nominations shall also be accepted from the representatives present at the annual meeting. All nominees, including those offered by a nominating committee, must receive a second in order to be considered a candidate and voted on for office.
- f. Each officer shall hold office until his or her successor has been duly elected. Alternates shall not be eligible to serve as officers. Each of the officers shall be from different participating counties. A vacancy in the office of Chair, Vice-Chair or Secretary shall be filled by the Committee for the unexpired portion of the term.

7. MEETINGS

- a. Regular meetings shall be held at least quarterly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Committee by no later than the last meeting in last quarter of each calendar year. A copy of the agenda and all materials to be considered at the meeting shall be mailed or delivered to the members of the Committee, at least two (2) business days prior to the meeting, or as may otherwise be set forth in the Policies and Procedures.
- b. Special meetings of the Committee, for any purpose or purposes not inconsistent with this Agreement, may be called by the Chair, or shall be called by the Chair at the request of any six participating counties. The notice requirements of subsection (a) shall apply to all special meetings.
- c. All meetings of the Committee shall be conducted in compliance with Chapter 21 of the Code or any successor laws, as the same may be amended or supplemented in the future, and in general accordance with Robert's Rules of Order.
- d. The members present at any properly announced meeting shall constitute a quorum. A quorum is required to be present to convene a meeting of the Committee and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of all members present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists.

8. **POLICIES AND PROCEDURES**. The Committee may adopt Policies and Procedures relating to the notice and conduct of its meetings and those of any committees or subcommittees it shall establish. Such Policies and Procedures may be adopted, and may be amended or repealed, by a

majority vote of the members of the Committee present and voting taken at any regularly scheduled or specially called meeting as described in Section 7, hereof, provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken.

9. **DUTIES.** The Electronic Services System shall have the following duties.

- a. To execute contracts necessary for implementation of the county land record information system as required by law.
- b. To adopt Policies and Procedures for the county land record information system and other public services.
- c. To maintain the county land record information system and website(s)
- d. To integrate land record information managed by county recorders with land record information from other sources, as practicable
- e. To implement and maintain processes for redacting personally identifiable information contained in electronic documents which that are displayed for public access or transferred to another person
- f. To establish standards for recording, processing and archiving electronic documents and records

10. **BUDGET AND ANNUAL REPORT.** The ESS Coordinating Committee shall, prior to January 1 of each year, prepare and adopt a budget for the operation of ESS for the next calendar year. The ESS Coordinating Committee shall make a copy of the ESS budget available to each member county. The ESS Coordinating Committee may amend the ESS budget during the fiscal year.

The accounts of ESS shall be audited and verified by a certified public accountant within two hundred seventy (270) days of each calendar year and a copy thereof provided to the Board of Supervisors and County Recorder of each member of the Agreement, the Auditor of the State of Iowa and, upon request, to any other elected official in a county that is a party to this Agreement.

Not later than July 1 of each year, an annual report concerning the operations of ESS and related county activities shall be provided to the Board of Supervisors of each member of the Agreement.

11. **FUNDING.** ESS shall provide the services referred to in this Agreement to each member county. Funding for the operation of ESS shall be provided through any electronic recording service fee established for these purposes as specified or authorized in the Iowa Code, any payment surcharge or service fee, any service or user fees for other services, and other sources deemed appropriate by the Electronic Services System and its members to be charged for other services or data.

12. **ADDITIONAL MEMBERSHIP.** Any Iowa county may become party to this Agreement and gain membership in ESS by adoption of this Agreement, as it may have been amended, by motion of its board of supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (2021), with a copy of the filed and recorded Agreement to be provided to Electronic Services System ESS Coordinating Committee and the new member county.

13. **WITHDRAWAL.** Any county, by motion of its board of supervisors, if specifically authorized by a session law, signed by the governor, may withdraw from ESS by giving written notice to the ESS Coordinating Committee no later than June 15 preceding the calendar year of withdrawal. Any such withdrawal will become effective no earlier than January 1 following the date notice is given, or the date specified in the notice, whichever is later. Services of ESS shall continue to be provided to the withdrawing county until the date of withdrawal.
14. **STANDARDS.** Members shall comply with all standards, policies and requirements for the delivery of electronic services adopted by the ESS Coordinating Committee.
15. **AMENDMENTS.** This Agreement may be amended by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee. The passed amendment shall then be submitted to the individual member counties. A separate explanation of the reasons for the amendment shall be included in the transmission of the proposed amendment to the individual member counties. Each county desiring to vote upon the amendment shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. If the amendment receives a majority of the votes of all County members, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2021).
16. **NON-LIABILITY.** ESS is a public agency. The ESS Coordinating Committee and individual counties shall not be liable for any acts, deeds, resolutions or other actions of ESS. Each individual county, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of ESS. The ESS Coordinating Committee and its assets may not be reached, attached or executed upon by any creditor or claimant of ESS.
17. **THIRD PARTY BENEFIT.** Neither the provisions of this Agreement nor the provisions of any agreement that ESS may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that ESS may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any county.
18. **TERMINATION.** If specifically authorized by a session law, signed by the governor, this Agreement may be terminated by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee which shall then be submitted for consideration by the individual member counties. A separate explanation of the reasons for the termination shall be included in the transmission of the proposal to the individual member counties. Each county desiring to vote upon the termination shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed termination. Any county not voting upon the termination within this time shall be considered to have approved the termination. If the termination receives a majority of the votes of all County members, it shall become effective one hundred and eighty (180) days following the date the vote is tabulated. The termination shall be filed and recorded as required by Iowa Code Chapter 28E (2021).

19. **DISPOSITION OF ASSETS.** The assets of ESS have been supported by annual payments made by each county for the maintenance of integrations with individual county land records management systems. In the event this Agreement is terminated and ESS is abolished, all property of ESS shall be liquidated and distributed equally among the participating counties, or as otherwise directed by applicable Iowa Law, after payment of all just debts, obligations and liabilities of ESS.
20. **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 effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

Attachment A – ESS Membership

County	Date	Book	Page	Reference No.
Adair	9/15/05	535	14	2005-1670
Adams	8/30/05	101	704	2005 658
Allamakee	9/7/05	2005	2290	2290
Appanoose	10/3/05	2005	2258	2005 2258
Audubon	9/6/05			05-1112
Benton	1/20/06	6	348	06-0348
Black Hawk	9/1/05			200600005959
Boone	9/6/05	2005	5309	055039
Bremer	8/31/05	2005	4097	20054097
Buchanan	12/5/05			2005R004417
Buena Vista	9/7/05	05	3001	53001
Butler	10/20/05	2005	4484	2005-4484
Calhoun	9/7/05	2005	1545	2005-1545
Carroll	10/7/05	2005	3416	3416
Cass	8/31/05	2005	1987	2005 1987
Cedar	8/29/05	749	64	3601
Cerro Gordo	9/7/05	2005	8138	2005_8138
Cherokee	9/7/05	2005	1803	2005 1803
Chickasaw	9/16/05			2005-2036
Clarke	12/21/05	96	442	052320
Clay	9/30/05	2005	3349	3349
Clayton	8/31/05	1	256	2005R03087
Clinton	9/12/05			2005-07742
Crawford	9/6/05			2005-2368
Dallas	9/15/05	2005	15390	15390
Davis	9/12/05	124	46	2005-1246
Decatur	8/30/05	2005	1475	2005-1475
Delaware	9/7/05	2005	3194	3194
Des Moines	9/8/05	2005	005449	2005-005449
Dickinson	9/21/05	24	341	05-06610
Dubuque	9/14/05			2005-00014977
Emmet	9/6/05	2005	1770	2005-01770
Fayette	9/6/05	2005	2904	2904
Floyd	10/11/05	2005	2623	2623
Franklin	9/12/05			20052181
Fremont	8/30/05	2005	1544	20051544
Greene	9/12/05	25	903	2005-1816

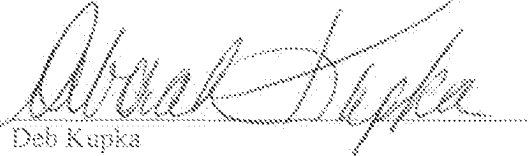
Grundy	9/8/05	2005	2461	2005-2461
Guthrie	9/14/05	2005	2761	2005-2761
Hancock	9/7/05			05-1942
Hardin	8/31/05	2005	3056	3056
Harrison	9/8/05	2005	2970	2970
Henry	9/1/05	2005	2514	2514
Howard	9/6/05	23	173	407
Humboldt	8/30/05	05	1923	51923
Ida	9/1/05	5A	85	05 1167
Iowa	9/23/05	755	91	1145
Jackson	9/7/05	2005	3622	05-3622
Jasper	9/22/05	5	7860	200500007860
Jefferson	9/6/05	2005	2195	2005-2195
Johnson	9/15/05	3940	316	
Jones	8/30/05			2005 3077
Keokuk	8/30/05			2005 1650
Kossuth	9/23/05	2005	3426	3426
Lee	9/6/05	05N	2658	2658
Linn	9/29/05	6133	379	
Louisa	9/13/05	644	175	0459
Lucas	9/14/05	A14	965	050443
Lyon	9/16/05	2005	2354	2354
Madison	1/4/06	2006	54	54
Mahaska	9/14/05	2005	3533	3533
Marion	10/3/05	2005	6122	05-6122
Marshall	9/6/05			200500006378
Mills	9/7/05	353	569	3431
Mitchell	9/6/05	2005	1665	1665
Monona	8/30/05	41	200	05-1558
Monroe	9/8/05	2005	1491	1491
Montgomery	9/29/05	288	676	649
Muscatine	8/31/05	2005	06612	2005-06612
O'Brien	9/12/05			2005-2266
Osceola	9/15/05	2005	1382	20051382
Page	9/6/05	2005	2264	20052264
Palo Alto	8/30/05	2005	1784	1784
Plymouth	9/13/05	2005	4417	4417
Pocahontas	8/30/05	159	173	1173
Polk	4/5/06	11595	65	200600093755
Pottawattamie	9/21/05	106	5949	
Poweshiek	10/3/05	0761	0426	3628

Ringgold	8/30/05	310	443	1204
Sac	9/13/05			052048
Scott	9/9/05			200500030241
Shelby	9/6/05			2413-05
Sioux	8/30/05	2005	4913	2005-04913
Story	9/8/05			11251
Tama	9/6/05	41	60	2005-0871
Taylor	10/6/05	97	621	450
Union	9/28/05	831	39	2487
Van Buren	10/3/05	38	837	1300
Wapello	9/16/05	2005	5163	5163
Warren	9/7/05	2005	9880	2005-9880
Washington	8/31/05	2005	3808	2005-3808
Wayne	9/8/05	26	262	05-1802
Webster	8/30/05	2005	5280	5280
Winnebago	8/30/05	2005	1598	05-1598
Winneshiek	9/29/05	2005	4058	4058
Woodbury	10/20/05	679	7101	6637
Worth	8/29/05	2005	2060	20052060
Wright	9/13/05	T	2563	2348

THE EXECUTION OF THIS AGREEMENT BY EACH UNDERSIGNED COUNTY SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT. FOR EACH UNDERSIGNED COUNTY, SUCH EXECUTION SHALL BE PURSUANT TO AUTHORITY GRANTED BY MOTION OF THE BOARD OF SUPERVISORS.

28E AGREEMENT

ELECTRONIC SERVICES SYSTEM

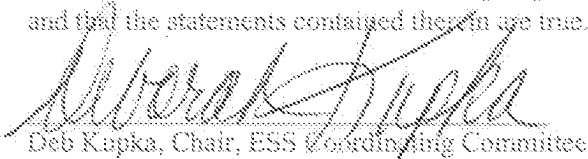


Deb Kupka
Chair, Electronic Services System

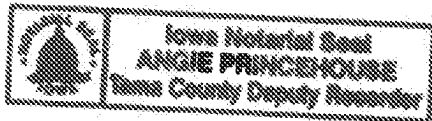
Date October 11, 2021

STATE OF IOWA)
) ss
COUNTY OF POLK)

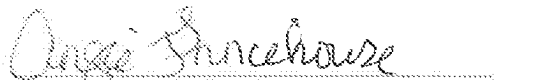
I, Deb Kupka, being first duly sworn on oath depose and state that I am the Chair of the ESS Coordinating Committee, and that I executed the foregoing instrument as the Chair of the ESS Coordinating Committee and that the statements contained therein are true.


Deb Kupka, Chair, ESS Coordinating Committee

Subscribed and sworn to before me this 11th day of October, 2021.



(SEAL)


Notary Public in the State of Iowa
Name of Notary Angie Prinehouse

28E AGREEMENT
ELECTRONIC SERVICES SYSTEM

Madison County, Iowa

By: Phillip J. Clifton

Date 11/10/21

Chairperson [Signature] County Board of Supervisors

(SEAL)

ATTEST:

Shelley Kaster
County Auditor

STATE OF IOWA)
) ss
COUNTY OF Madison)

On this 10 day of November, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Phillip J. Clifton and Shelley D. Kaster, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of Madison County, Iowa; that this instrument was signed and sealed on behalf of said county by authority of its Board of Supervisors; and that the said Phillip Clifton and Shelley Kaster as such officers acknowledged the execution of the said instrument to be the voluntary act and deed of Madison C County by it and by them voluntarily executed.



Sarah Pugh
Notary Public in and for the State of Iowa
Name of Notary Sarah Pugh

(SEAL)

Preparer Information: Steven P. Brick, Brick Gentry P.C., 6701 Westown Parkway, Ste 100, West Des Moines, IA 50266, (515) 274-1450
Return to: Phil Dunshee, 8711 Windsor Parkway, Suite 2, Johnston, Iowa, 50131

AFFIDAVIT EXPLANATORY;

STATE OF IOWA)
) SS:
COUNTY OF POLK)

Re: AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES
 SYSTEM 28E AGREEMENT

I, Phil Dunshee, being first duly sworn depose and state as follows:

1. I am the Manager/Administrator of the County Electronic Services System, also known as Electronic Services System (ESS), duly formed and operating pursuant to the County Electronic Services System 28E Agreement entered into by the Iowa County Records Association and the Iowa Counties identified in Attachment A, attached hereto and incorporated herein by this reference. Attachment A also references the dates and index references said 28E Agreement was recorded with the Records Offices in the original member counties respectively.

2. As the Manager/Administrator I am in the custody and control of all records maintained by the ESS.

3. That paragraph 12 of the County Electronic Services System 28E Agreement provides:

The ASSOCIATION Board of Directors may submit an amendment to this agreement to the ASSOCIATION for approval. Upon adoption of the amendment by the ASSOCIATION, it will be submitted to the Board of Supervisors in each ESS member county. A separate explanation of the reasons for the amendment shall be included. Each county desiring to vote upon the amendment shall do so by motion and return to ASSOCIATION a certified copy of the motion stating the county's vote within thirty (30) days of the date that the county received a copy of

the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment.

If the amendment receives a majority of the votes of all ESS member counties, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2005).

4. The Association Board of Directors approved amendments to the County Electronic Services System 28E Agreement in the form of an Amended and Substituted County Electronic Services System 28E Agreement on or about the 4th day of October, 2021. The Amended and Substituted County Electronic Services System 28E Agreement was submitted to each ESS member county with a separate explanation of the reasons for the amendment on or about the 18th day of October, 2021.

5. The votes were tabulated on or about the 16 day of December, 2021 and, as of that date, all of the 98 member counties had responded and approved the Amended and Substituted County Electronic Services System 28E Agreement. The tabulation of votes by the member counties on that date is attached as Attachment B.

6. The Amended and Substituted County Electronic Services System 28E Agreement with all of the signature pages of the responding member counties have been filed with the Iowa Secretary of State.

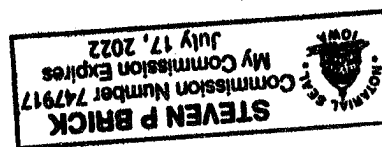
7. This affidavit is given for the purpose of attesting and certifying the approval of the Amended and Substituted County Electronic Services System 28E Agreement.

A handwritten signature in cursive script, appearing to read "Phil Dunshee", written in black ink.

Phil Dunshee
Manager/Administrator of the County
Electronic Services System, also known as
Electronic Services System (ESS)

On this 16th day of December, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Phil Dunshee, to me personally known, who, being by me duly sworn, did say that he is the Manager/Administrator of the County Electronic Services System, also known as Electronic Services System (ESS), duly formed and operating pursuant to the County Electronic Services System 28E Agreement; and that the Manager/Administrator, as such officer, acknowledges the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.


Notary Public in and for the State of Iowa



Attachment A – ESS Membership

County	Date	Book	Page	Reference No.
Adair	9/15/05	535	14	2005-1670
Adams	8/30/05	101	704	2005 658
Allamakee	9/7/05			2005 2290
Appanoose	10/3/05	2005	2258	2005 2258
Audubon	9/6/05			05-0112
Benton	1/20/06			06-0348
Black Hawk	9/1/05			200600005959
Boone	9/6/05	2005	5309	55039
Bremer	8/31/05	2005	4097	20054097
Buchanan	12/5/05			2005R004417
Buena Vista	9/7/05			53001
Butler	10/20/05			2005-4484
Calhoun	9/7/05			2005-1545
Carroll	10/7/05	2005	3416	
Cass	8/31/05	2005	1987	2005 1987
Cedar	8/29/05	749	64	2005 3601
Cerro Gordo	9/7/05			2005-8138
Cherokee	9/7/05	2005	1803	2005 1803
Chickasaw	9/16/05			2005-2036
Clarke	12/21/05	96	442	52320
Clay	9/30/05	2005	3349	2005 3349
Clayton	8/31/05	1	256	
Clinton	9/12/05			7742-05
Crawford	9/6/05			2005-2368
Dallas	9/15/05	2005	15390	
Davis	9/12/05	124	46	2005-1246
Decatur	8/30/05	2005	1475	
Delaware	9/7/05	2005	3194	
Des Moines	9/8/05			2005-005549
Dickinson	9/21/05			05-06610
Dubuque	9/14/05			2005-00014977
Emmet	9/6/05	2005	1770	2005-01770
Fayette	9/6/05	2005	2904	2005 2904
Floyd	10/11/05	2005	2623	2005-2623
Franklin	9/12/05			20052181
Fremont	8/30/05	2005	1403	20051403
Greene	9/12/05	25	903	2005-1816

Grundy	9/8/05	2005	2461	
Guthrie	9/14/05	2005	2761	
Hancock	9/7/05			05 1942
Hardin	8/31/05	2005	3056	3056
Harrison	9/8/05	2005	2970	2970
Henry	9/1/05	2005	2514	2514
Howard	9/6/05	23	173	2005-4007
Humboldt	8/30/05			51923
Ida	9/1/05	5A	85	05 1167
Iowa	9/23/05	755	91	2005 1145
Jackson	9/7/05	2005	3622	05 3622
Jasper	9/22/05			05-07860
Jefferson	9/6/05			2005-2195
Johnson	9/15/05	3940	316	
Jones	8/30/05			2005 3077
Keokuk	8/30/05			2005 1650
Kossuth	9/23/05	2005	3426	2005 3426
Lee	9/6/05	05N	2658	2005 2658
Linn	9/29/05	6133	379	
Louisa	9/13/05	644	175	459
Lucas	9/14/05	A14	965	50443
Lyon	9/16/05	2005	2354	2005 2354
Madison	1/4/06	2006	54	2006 54
Mahaska	9/14/05			2005-3533
Marion	10/3/05	2005	6122	05 6122
Marshall	9/6/05			2005-00006378
Mills	9/7/05	353	569	3431
Mitchell	9/6/05			2005 001665
Monona	8/30/05	41	200	05-1558
Monroe	9/8/05	2005	1491	1491
Montgomery	9/29/05	288	676	
Muscatine	8/31/05			2005-06612
O'Brien	9/12/05			2005-2266
Osceola	9/15/05	2005	1382	20051382
Page	9/6/05			20052264
Palo Alto	8/30/05			2005 1784
Plymouth	9/13/05	2005	4417	2005 4417
Pocahontas	8/30/05	159	173	2005 1173
Polk	4/5/06	11595	65	2006-00093755
Pottawattamie	9/21/05	106	5949	
Poweshiek	10/3/05	721	426	3628

Ringgold	8/30/05	310	443	1204
Sac	9/13/05			52048
Scott	9/9/05			200500030241
Shelby	9/6/05			2413-05
Sioux	8/30/05	2005	4913	4913
Story	9/8/05			2005-00011251
Tama	9/6/05	41	60	871
Taylor	10/6/05	97	621	450
Union	9/28/05	831	39	2487
Van Buren	10/3/05	38	837	2005 1300
Wapello	9/16/05	2005	5163	2005 5163
Warren	9/7/05	2005	9880	
Washington	8/31/05	2005	3808	05 3808
Wayne	9/8/05	26	262	05-1802
Webster	8/30/05			2005-5280
Winnebago	8/30/05			51598
Winneshiek	9/29/05	2005	4058	2005 4058
Woodbury	10/20/05	679	7101	6637
Worth	8/29/05			20052060
Wright	9/13/05	T	2563	05 2318

Attachment B
ESS 28E Amendment

Co #	County Name	Action	Date Agreement Signed
1	ADAIR	Approval	11/3/2021
2	ADAMS	Approval	11/1/2021
3	ALLAMAKEE	Approval	11/1/2021
4	APPANOOSE	Approval	11/1/2021
5	AUDUBON	Approval	11/16/2021
6	BENTON	Approval	11/2/2021
7	BLACK HAWK	Approval	11/23/2021
8	BOONE	Approval	10/27/2021
9	BREMER	Approval	11/1/2021
10	BUCHANAN	Approval	11/1/2021
11	BUENA VISTA	Approval	10/26/2021
12	BUTLER	Approval	10/26/2021
13	CALHOUN	Approval	11/16/2021
14	CARROLL	Approval	11/17/2021
15	CASS	Approval	10/29/2021
16	CEDAR	Approval	11/2/2021
17	CERRO GORDO	Approval	11/2/2021
18	CHEROKEE	Approval	10/26/2021
19	CHICKASAW	Approval	11/1/2021
20	CLARKE	Approval	11/17/2021
21	CLAY	Approval	11/4/2021
22	CLAYTON	Approval	11/2/2021
23	CLINTON	Approval	11/1/2021
24	CRAWFORD	Approval	11/2/2021
25	DALLAS	Approval	11/2/2021
26	DAVIS	Approval	11/8/2021
27	DECATUR	Approval	11/1/2021
28	DELAWARE	Approval	10/25/2021
29	DES MOINES	Approval	11/2/2021
30	DICKINSON	Approval	11/2/2021
31	DUBUQUE	Approval	11/1/2021
32	EMMET	Approval	10/26/2021
33	FAYETTE	Approval	11/1/2021
34	FLOYD	Approval	11/9/2021
35	FRANKLIN	Approval	10/25/2021
36	FREMONT	Approval	10/27/2021
37	GREENE	Approval	10/25/2021
38	GRUNDY	Approval	10/25/2021
39	GUTHRIE	Approval	12/15/2021
41	HANCOCK	Approval	11/1/2021
42	HARDIN	Approval	11/10/2021

Attachment B
ESS 28E Amendment

Co #	County Name	Action	Date Agreement Signed
43	HARRISON	Approval	10/28/2021
44	HENRY	Approval	11/9/2021
45	HOWARD	Approval	11/1/2021
46	HUMBOLDT	Approval	11/1/2021
47	IDA	Approval	10/26/2021
48	IOWA	Approval	11/5/2021
49	JACKSON	Approval	11/9/2021
50	JASPER	Approval	11/9/2021
51	JEFFERSON	Approval	11/16/2021
52	JOHNSON	Approval	11/9/2021
53	JONES	Approval	10/26/2021
54	KEOKUK	Approval	11/1/2021
55	KOSSUTH	Approval	10/26/2021
56	LEE	Approval	10/25/2021
57	LINN	Approval	10/27/2021
58	LOUISA	Approval	10/26/2021
59	LUCAS	Approval	11/3/2021
60	LYON	Approval	10/26/2021
61	MADISON	Approval	11/10/2021
62	MAHASKA	Approval	11/1/2021
63	MARION	Approval	11/9/2021
64	MARSHALL	Approval	10/26/2021
65	MILLS	Approval	11/9/2021
66	MITCHELL	Approval	11/2/2021
67	MONONA	Approval	11/4/2021
68	MONROE	Approval	10/26/2021
69	MONTGOMERY	Approval	11/4/2021
70	MUSCATINE	Approval	10/25/2021
71	O'BRIEN	Approval	11/9/2021
72	OSCEOLA	Approval	11/9/2021
73	PAGE	Approval	11/9/2021
74	PALO ALTO	Approval	10/26/2021
75	PLYMOUTH	Approval	10/26/2021
76	POCAHONTAS	Approval	11/9/2021
77	POLK	Approval	11/2/2021
78	POTTAWATTAMIE	Approval	10/26/2021
79	POWESHIEK	Approval	10/25/2021
80	RINGGOLD	Approval	11/15/2021
81	SAC	Approval	11/2/2021
82	SCOTT	Approval	11/12/2021
83	SHELBY	Approval	11/2/2021

Attachment B
ESS 28E Amendment

Co #	County Name	Action	Date Agreement Signed
84	SIOUX	Approval	11/9/2021
85	STORY	Approval	11/2/2021
86	TAMA	Approval	11/8/2021
87	TAYLOR	Approval	10/28/2021
88	UNION	Approval	10/25/2021
89	VAN BUREN	Approval	10/25/2021
90	WAPELLO	Approval	11/16/2021
91	WARREN	Approval	11/23/2021
92	WASHINGTON	Approval	11/16/2021
93	WAYNE	Approval	11/1/2021
94	WEBSTER	Approval	10/26/2021
95	WINNEBAGO	Approval	11/2/2021
96	WINNESHIEK	Approval	10/25/2021
97	WOODBURY	Approval	11/16/2021
98	WORTH	Approval	11/8/2021
99	WRIGHT	Approval	11/1/2021