

**MEMORANDUM OF AGREEMENT**

**NO. CFOPD-21-A-033A**

BETWEEN

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF THE CHIEF FINANCIAL OFFICER

AND

CORPORATION SERVICE COMPANY

FOR

**ELECTRONIC RECORDING SERVICES**

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**1. PURPOSE**

- 1.1 This Agreement is entered into between Government of the District of Columbia, Office of the Chief Financial Officer (“the District”) and Corporation Service Company (“the Contractor”), (collectively referred to herein as the “Parties”).
- 1.2 The Agreement sets forth the terms and conditions under which the Contractor will provide a safe and secure Electronic Recording relationship. Contractor will be delivering documents to the District (“Receiver”) from Contractor’s customers herein known as Submitter.

**2. AUTHORITY**

- 2.1 The authority for the District to enter into this Agreement is D.C. Code § 2-354.07.

**3. SERVICES TO BE PROVIDED**

- 3.1 Electronic Recording means the electronically based submittal of documents by or through the Contractor to Receiver and electronically-based confirmation of recording from Receiver to Contractor. Such transactions are categorized by levels of automation, described as follows:
  - 3.1.1 Level 1. Contractor transmits scanned images of executed original documents to Receiver.
  - 3.1.2 Level 2. Contractor transmits scanned images of original documents along with any required electronic indexing information to Receiver.
- 3.2 Within all these levels, the document shall be delivered as a PDF or TIFF based on the Receiver’s requirements. Upon receipt, Receiver performs an examination of the electronically recorded document, then either completes the recording process or rejects the documents and returns them to Contractor as rejected. After recording, the electronic document is returned to the Contractor as recorded, with the original recording information contained thereon.
- 3.3 Basic E-Recording Document Standards

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- 3.3.1 Electronic recording permits documents to be prepared, signed and transmitted in electronic format, electronically recorded documents shall be considered the 'original' record of the transaction with the same intended legal effect as paper documents and, if any such document bears a digital or electronic signature, it shall be considered the same as paper documents bearing ink signatures. Electronic documents, compliant with state and federal e-sign legislation are acceptable for electronic recording. Contractor and Receiver accept these electronic document protocols as standards for e-recording:
  - 3.3.1.1 Property Records Industry Association (PRIA) standards will be used;
  - 3.3.1.2 Images will be in TIFF or PDF format, at Receiver's request;
  - 3.3.1.3 Encryption will be 128-bit file and image encryption;
  - 3.3.1.4 Receiver may provide requirements for indexing data;
  - 3.3.1.5 Documents that do not conform to Receiver's recording requirements shall be rejected;
  - 3.3.1.6 Rejected documents will be returned to Contractor in electronic format with the reason(s) for rejection; and
  - 3.3.1.7 The rules for accepting, reviewing, and processing documents for recording are the same for electronic documents as with paper submissions.
- 3.4 Contractor's Duties: Electronic recordings by or through Contractor shall conform to the requirements of Receiver's program. Further,
  - 3.4.1 Technical Coordination. Contractor shall be responsible for resolving all technical problems and issues between Receiver and Contractor and its Submitter customer. There is no cost to the Receiver, from Contractor, for any service provided by Contractor for e-recording.
  - 3.4.2 Reporting. Contractor shall provide detailed data of each recording sufficient to reconcile fees associated with any/all documents submitted by Contractor for electronic recording.
  - 3.4.3 Payment of Recording Fees. Recording fees are determined by the Receiver and shall be paid electronically via ACH, unless other arrangements have been made. Recording fees will be deposited into the Receiver's account after business hours on the day of the recording, or as agreed prior to implementation.
  - 3.4.4 Electronic Audit. Contractor shall maintain an electronic audit trail of all transactions submitted to Receiver through Contractor. At Receiver's request, Contractor shall email transaction reports ("EPay Report") detailing the

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documents recorded and the associated recording fees and taxes owed by Submitters. Contractor shall reconcile with Receiver any discrepancies between the EPay Report and Receiver's bank statements.

3.5 Receiver's Duties: Electronic recordings by or through Contractor will be processed by Receiver under the terms noted herein. Further,

3.5.1 Availability. Receiver shall process electronically submitted documents during normal business hours. Receiver shall notify Contractor of the daily cut-off time. Receiver will attempt to notify Contractor of service disruptions.

3.5.2 General Provisions. The following provisions, to be incorporated into electronic recording processes by Receiver will ensure success of electronic recording.

3.5.2.1 Receiver will not reject documents due to incorrect indexing data provided by Submitter unless it affects the Receiver's ability to accurately calculate recording charges or verify the image.

3.5.2.2 Receiver will make every effort to not void documents after they have been recorded and returned. If a document must be voided, Receiver will immediately notify Contractor.

3.5.2.3 Receiver will notify Contractor if there are changes in recording fees or recording requirements that might affect Contractor or its Submitter customers.

3.5.2.4 Receiver shall apply the same level of diligence and recording standards in handling electronic documents as apply to paper documents.

3.6 Implementation. During the implementation process, Receiver will provide Contractor information pertinent to the implementation of electronic recording, and will update said information as it may change from time to time. This Agreement shall cover any additional information that supports the implementation of e-recording between Receiver and Contractor. Such information may include, but not be limited to:

3.6.1 Document Types to be accepted for Electronic Recording;

3.6.2 Recording of Indexing Requirements, if any;

3.6.3 Receiver's Recording Hours of Operations; and

3.6.4 ACH account information and/or payment requirements.

#### 4. GENERAL DISCLAIMERS

Neither Receiver nor Contractor shall be liable to the other for any damages arising from any delay, omission or error in any recording submitted by or through the Contractor. Both Parties

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understand that there are no warranties, expressed or implied, in connection with e-recording except as written therein. Receiver disclaims any liability for information electronically transmitted to Receiver or any breach of security, fraud or deceit as a result of any electronic recording.

## **5. NO WAIVER OF GOVERNMENTAL IMMUNITY**

Nothing contained herein waives any protections that may be applicable to Receiver or any of its elected or appointed officials, employees, or agents under any applicable statutes or regulations providing governmental immunity, protections, defenses or limitation on liability of Receiver or such related parties that are provided by law.

## **6. NO THIRD PARTY BENEFICIARIES**

The enforcement of the terms of this agreement and all rights of action relating to such enforcement shall be reserved to the parties of this Agreement.

## **7. DOCUMENT CONFORMITY**

Receiver shall be held harmless in any dispute concerning the accuracy, completeness and conformity to the paper originals of any documents electronically recorded.

## **8. NO INFRINGEMENT**

Neither party shall attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware, software or digital data belonging to the other party or used in the electronic recording process.

## **9. DISPUTES**

The parties shall attempt in good faith to resolve any controversy of claim arising out of or relating to electronic recording with Receiver through negotiation, followed by non-binding mediation, before resulting in litigation. Parties agree that this document shall be governed and enforced by the laws of the District of Columbia.

## **10. ADMINISTRATION**

10.1 The District's points of contact and the Contracting Officer for this Agreement is:

Drakus Wiggins, CPPO, CPPB  
District of Columbia Office of the Chief Financial Officer  
1100 4th Street, SW, Suite E610  
Washington, DC 20024  
Telephone: 202-442-7121  
Fax: 202-442-6454  
Email: [drakus.wiggins@dc.gov](mailto:drakus.wiggins@dc.gov)

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10.1.1 The Contracting Officer is the only official authorized to legally bind the OCFO and make changes to the requirements, terms and conditions of this Agreement. Only the Contracting Officer can increase, decrease, extend or terminate this Agreement. All other changes are unauthorized.

10.1.2 The Contractor will not comply with any order, directive or request that changes or modifies the requirements of this Agreement, unless issued in writing and signed by the Contracting Officer.

10.2 The Contracting Officer Technical Representative for this Agreement is:

Ida Williams  
Recorder of Deeds  
Office of the Recorder of Deeds  
Real Property Tax Administration  
Office of Tax and Revenue  
1101 4th St SW-5W  
Washington D.C. 20024  
Direct phone: (202) 442-8610  
[ida.williams@dc.gov](mailto:ida.williams@dc.gov)

10.3 The District point of contact for financial issues is:

Office of Management and Administration  
Financial Operations/Accounts Payable  
Attention: Comptroller  
1100 4<sup>th</sup> Street, SW Suite E600  
Washington, DC 20024  
[OMA.Invoicing@dc.gov](mailto:OMA.Invoicing@dc.gov)

## **11. PERIOD OF PERFORMANCE**

This Agreement shall be effective for one (1) year from October 1, 2021.

## **12. EXTENSIONS**

The Parties may extend the term of this Agreement for a period of four (4), one-year option periods, before the expiration of the Agreement by written modification to the Agreement.

## **13. FUNDING OBLIGATIONS**

There will be no added fees or costs of any kind charged by the District or the Contractor for electronic recording services under this Agreement.

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## 14. INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this Agreement, the types of insurance specified below. The Contractor shall furnish the District of Columbia Contracting Officer (CO) with an ACORD or other acceptable proof of insurance indicating that the Contractor meets the insurance requirements identified above. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia and have an A.M. Best Company rating of A- / VII or higher.
- B. **COVERAGE AMOUNTS.** The Contractor shall at all times during the term of this Agreement maintain insurance coverage with insurers holding minimum A.M. Best ratings of at least A-VIII, in the following minimum amounts.
1. Commercial General Liability Insurance including Premises & Operations, Products/Completed Operations, Contractual Liability and Personal Injury with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
  2. Automobile Liability Insurance for all owned, non-owned, borrowed, leased, and hired vehicles to be used in connection with this Agreement, with a combined single limit of at least \$1,000,000 each accident.
  3. Worker's Compensation Insurance applicable in all States where the Services are to be provided and including \$500,000 per Injury/Disease Employers Liability coverage.
  4. Technology and Professional Errors and Omissions Liability Insurance in the amount of \$1,000,000 per Claim.
  5. Network Security and Privacy Liability Insurance (aka "Cyber") in the amount of \$10,000,000 per Claim or Event.
  6. Crime Insurance, including Employee Dishonesty and Client Property coverage, in the amount of \$500,000 per loss.
- C. **CERTIFICATE.** The Contractor shall provide a certificate, ACORD or other industry-standard proof of insurance upon request of the CO.

The Government of the District of Columbia shall be included in the Commercial General Liability policy required hereunder to be maintained by the Contractor as an additional insured for claims against the Government of the District of Columbia relating to this Agreement, with the understanding that any affirmative obligation imposed upon the

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insured Contractor (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor and not the additional insured.

- D. NOTIFICATION. The Contractor shall provide the CO with thirty (30) days prior written notice in the event of materially adverse changes coverage and / or limits or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of cancellation for non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the Agreement.
- E. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section. Certificates of insurance must reference the corresponding Agreement number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:**

**(Name of Contracting Officer/Agency)**

**(Address)**

**(Phone Number)**

**(E-mail Address)**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance.

- F. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this Agreement.
- G. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

## **15. AMENDMENTS AND MODIFICATIONS**

This Agreement may be amended or modified upon written agreement of the Parties.

## **16. GOVERNING LAW**

The Agreement shall be governed by the laws of the District of Columbia.

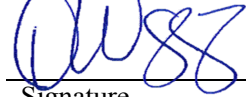
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**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as follows:**

CORPORATION SERVICE COMPANY

 DocuSigned by: 0A688E5391B1416...	Jennifer Kenton	Executive Vice President	May 20, 2021
Signature	Print Name	Title	Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE CHIEF FINANCIAL OFFICER

	Drakus Wiggins	Contracting Officer	09/27/2021
Signature	Print Name	Title	Date