



**RESOLUTION # 2016-68**

**RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBMITTER LICENSE AGREEMENT WITH SIMPLIFILE, LC FOR THE PURPOSE OF ELECTRONIC SUBMISSION AND RECEIPT OF DOCUMENTS OVER THE INTERNET TO RECIPIENTS SUCH AS COUNTY RECORDER; PROVIDING FOR EFFECTIVE DATE .**

**WHEREAS**, the Mayor and City Commission of the City of West Miami, Florida desire to accomplish the purpose outlined in the accompanying Submitter License Agreement the "Agreement" between the City of West Miami and Simplifile attached hereto as exhibit A; and

**WHEREAS**, the Submitter License Agreement entails the authorized use by the City of West Miami of the Simplifile Electronic Recording System to be used in the electronic submission and receipt of documents over the internet to recipients such as county recorders; and

**WHEREAS**, the City Manager has recommended the execution of the above referenced Professional Services Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of West Miami as follows:

SECTION 1. The aforementioned statements are true and correct and adopted as is fully stated herein.

SECTION 2. The City Commission hereby authorizes the City Manager to execute a Submitter License Agreement to use the System for the sole purpose of submitting documents for recording, receiving recorded/rejected documents and paying the appropriate fees to the appropriate party.

SECTION 3. The City of West Miami will receive a monthly bill from Simplifile for services in connection to submittal and receipt of recorded documents to the Clerk of the Court and shall pay the appropriate fees pursuant to the "Agreement".

SECTION 4. This Resolution shall take effect immediately upon passage by the City Commission and signature of the City Manager.

PASSED AND ADOPTED this 5th day of October 2016.


APPROVED:

  
EDUARDO H. MUHIÑA, MAYOR

ATTEST:

  
ANNERY GONZALEZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND SUFFICIENCY:

  
JOSE A. VILLALOBOS, CITY ATTORNEY

ROLL CALL VOTE:

MAYOR EDUARDO H. MUHIÑA	<u>Y</u>
VICE-MAYOR JUAN M. BLANES	<u>Y</u>
COMMISSIONER CANDIDA BLANCA	<u>Y</u>
COMMISSIONER RHONDA A. RODRIGUEZ	<u>Y</u>
COMMISSIONER LUCIANO L. SUAREZ	<u>ABSENT</u>

## Submitter License Agreement

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THIS SUBMITTER LICENSE AGREEMENT (this "Agreement") is made effective September 20th, 2016 between SIMPLIFILE LC , a Utah limited liability company, located at 4844 North 300 West, Suite 202, Provo, Utah, 84604 ("Simplifile"), and City of West Miami located at 901 SW 62ND AVE, WEST MIAMI, Florida, 33144-4805 ("Submitter").

### RECITALS:

A. Simplifile has developed and is the owner of software and other proprietary technology currently known as the Simplifile Electronic Recording System ("System") that (1) is used in the electronic submission and receipt of documents over the Internet to recipients such as county recorders ("Receivers"), and (2) enables the electronic transfer and payment of fees via electronic funds transfer or Automated Clearing House ("ACH").

B. System can be used by licensed document Submitters to create or scan, package, print, and submit to Receivers, and track the status of submitted documents.

C. Submitter desires to use the System to submit documents electronically to Receivers and has requested that Simplifile grant Submitter the right and license to use the System for that purpose.

D. Simplifile desires to grant to Submitter a non-exclusive right and license to use the System on the terms and conditions set forth in this Agreement.

E. This Agreement contains the Parties' entire agreement concerning all matters addressed herein.

### AGREEMENT:

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### Section 1. License.

(a) *Grant of License.* Simplifile grants to Submitter, and Submitter accepts, a non-exclusive license to use the System for the sole purpose of submitting documents for recording to Receivers, receiving recorded/rejected documents back from Receivers, and paying the related fees to the appropriate party. The grant of the License and this Agreement shall be effective upon the parties' full execution and delivery of this Agreement and Simplifile's receipt of fees, if any, owed under said Agreement.

(b) *Access to System, Support Services.* Throughout the term of the License, Simplifile will use its best efforts to make the System available to Submitter and will provide access to the System for Submitter's authorized users. Simplifile will also use its best efforts to support Submitter in its use of the System by providing telephone and e-mail support twelve (12) hours each business day from 6:00 a.m. to 6:00 p.m. Mountain Time, excluding holidays and weekends.

(c) *Limitations on License.* Submitter shall not assign, convey or attempt to convey any right to use the System to anyone else. Submitter shall designate who is authorized to use the System on behalf of Submitter, and will assure that System is used only by those authorized users. Authorized users may only be designated employees or agents of the Submitter. Submitter is responsible for all users and agrees to ensure that said users abide by the terms of this agreement at all times. Submitter's use of the System shall be limited to the physical location(s) per this Agreement and authorized users. Submitter has the right to add/delete/change authorized users at any time.

(d) *No Document Storage.* The License does not require Simplifile to permanently store document images. Simplifile does not provide any legally binding storage of document images and may at any time, in its sole discretion and without any notice whatsoever, discontinue access to any documents stored in the System.

Section 2. Initial Term; Renewals. The initial term of this Agreement is one year. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year terms upon Submitter's payment to Simplifile of the Annual License fee Renewal as noted in Section 4 below, or until cancelled in writing. Submitter can cancel the Agreement at any time by notifying Simplifile to close their Submitter account. Upon cancellation, any fees for recordings successfully submitted and recorded, but not yet billed, will be immediately due and payable to Simplifile.

Section 3. Ownership; Intellectual Property Rights. The System is licensed, but not sold. This Agreement gives Submitter only the license to use the System as provided herein, and does not convey to Submitter any ownership rights in the System. Instead, Simplifile alone owns all worldwide rights, title, and interest in and to the System and all worldwide patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, and any other intellectual property rights therein. Simplifile's rights in and to the System are protected by copyright, patent and other intellectual property laws and treaties. Simplifile holds the Submitter harmless from any patent or infringement claims by others against Simplifile's System.

Section 4. Fees. Submitter shall pay the following fees under this Agreement:

Services	Description	Fee
Year 1 License and Support (per physical location)	License fee – year 1	\$0 per license
Annual Renewal of a Current License System and Support (per physical location)	License fee Renewal	\$0 per license
Document Submission Fees	Submission fee for each document recorded using the System.	\$2.00 per document
Dishonored charges fees	Processing fee for dishonored ACH charges or other payments.	\$25 per item
Receiver fees, if any. (recording, taxes, non-conforming, e-recording, rejection, etc)	Any/all additional fees charged by others for e-recording processing.	Exact cost only. Simplifile does not control or add to receiver fees, if any.*

Other fees, if any, (sales, use, or other taxes)	Taxes that may be assessed against either the Customer Services or the sale of the Customer Application.	Exact cost only. Simplifile does not control or add to these fees. Document Submission Fee is quoted exclusive of these fees.
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\* a list of Receivers who charge additional fees can be provided as updated, upon request by Submitter at any time.

~~Section 5. Payments. Submitter shall immediately pay all fees due through the use of the System. The payment of all fees will be made to Simplifile's account by ACH with no processing charge to Submitter unless other payment arrangements have been approved by Simplifile (non-ACH payment arrangements may incur additional fees).~~ See exhibit A

Section 6. Submitter's Electronic Recording Requirements. Submitter's use of the System shall be subject to the following additional requirements:

(a) *Legal Compliance*. Submitter is responsible for the legality and recordability of all documents submitted through Simplifile. Transaction logs of package submission details will be made available to the Receiver at the time a document is presented for recording and such audit logs will be made available for downloading to both the Receiver and Submitter.

(b) *Original Documents*. Submitter warrants that any document submitted into the System for recording is a true, exact, complete and unaltered copy of the originating paper document or electronic document. Simplifile and the Receivers shall be entitled to rely on such warranty for all purposes. Submitter shall not submit any document for electronic recording through the System that is not an original document.

(c) *Indemnification*. Submitter shall indemnify and hold harmless the Receiver and Simplifile from any claims, actions, causes of action, damages, fees (including attorneys' fees) and costs attributable to Submitter's non-compliance with recording requirements. Receiver and Simplifile do not assure or insure the validity or recordability of any documents submitted. Submitter does not hold Simplifile or Receiver responsible for the accuracy, validity, insurability, or other purpose of any submission. This provision shall continue in effect notwithstanding termination of this Agreement.

Section 7. Warranties.

(a) *Limitation on Damages*. To the maximum extent legally permitted Simplifile provides the System AS IS AND WITH ALL FAULTS. Simplifile disclaims any and all other warranties and conditions, whether express, implied or statutory, including, without limitation, any implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, and of negligence or lack of workmanlike effort with regard to the System and the provision of or failure to provide Support Services.

(b) *Exclusion of Certain Damages*. In no event shall Simplifile be liable for (and Simplifile hereby disclaims any and all liability for) any special, incidental, indirect, or consequential damages whatsoever arising out of or in any way related to Submitter's License hereunder or Submitter's use of or inability to use the System.

Section 8. Confidentiality. In this section "Protected Information" shall refer to information about the System and its application or use; any confidential or proprietary information or trade secrets that one Party discloses to the other Party; and information which is marked by either Party as "proprietary." Parties shall use the Protected Information only for the purposes expressly allowed by this Agreement; and shall not at any time, directly or indirectly, disclose, use or reproduce or authorize anyone else to disclose, use or reproduce, any of the Protected Information. In addition to the foregoing, Simplifile shall be entitled to full protection for Protected Information under the Utah Uniform Trade Secrets Act, unfair competition law, common law or otherwise.

Submitter and Simplifile expressly agree to refrain from, and to not undertake in any way, any direct or indirect reverse engineering efforts in connection with each other's System.

Section 9. Termination.

(a) *Default.* Simplifile may terminate this Agreement if Submitter defaults in any payment, requirement, or other obligation under this Agreement and fails to cure such default within ten days after written notice from Simplifile. Submitter may terminate at any time, upon full payment owed, simply by asking Simplifile to close the account. If the account goes unused by Submitter for a period of 1 year, Simplifile may disable the account. Submitter can reinstate said account, if disabled, upon request.

(b) *Unpaid Fees.* Termination of the License, for any cause whatsoever, shall in no manner interfere with, affect or prevent the collection by Simplifile of any and all sums of money due to Simplifile under this Agreement. Simplifile reserves the right to immediately suspend a License due to non-payment of outstanding fees.

Section 10. General Provisions. The following provisions also are integral to this Agreement:

(a) *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) *Severability.* The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement. Each section shall survive independent of each other section of this Agreement.

(c) *Amendment.* This Agreement may not be modified except by an instrument in writing signed by the parties.

(d) *Interpretation.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. Venue of any action or proceeding hereunder shall be in the District Court in and for Utah County, Utah.

(e) *Attorneys' Fees.* In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

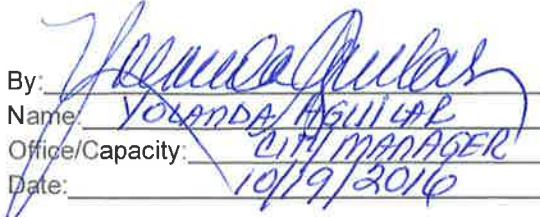
(f) *Notice.* All notices shall be in writing and delivered by first class mail addressed to the parties at their address above or other address as designated from time to time.

(g) *Relationship.* This Agreement shall not be deemed to create a partnership between Simplifile and Submitter in their respective businesses or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise. Submitter's relationship to Simplifile shall be that of licensee and not that of employee, agent, partner or joint venturer.

Effective the date first written above.

SUBMITTER:

City of West Miami

By:   
Name: YOLANDA AGUILAR  
Office/Capacity: CITY MANAGER  
Date: 10/19/2016

SIMPLIFILE:

SIMPLIFILE LC, a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Office/Capacity: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

**From:** [Pat Sponem](#)  
**To:** [Annery Gonzalez](#)  
**Subject:** Simplifile Subscriber Agreement for City of West Miami  
**Date:** Tuesday, September 20, 2016 4:48:16 PM  
**Attachments:** [UnsignedSACityofWestMiami.pdf](#)

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Hello Annery, here is the Simplifile subscriber agreement with the government pricing noted. This is not a contract, simply a subscriber agreement where the main covenant is that you agree to upload digital images of original paper land records you have in your possession. You can stop using Simplifile at ANY time. There is no minimum usage level. All annual license fees have been permanently waived, just leaving a \$2 per document (regardless of pages in that document)

Please cross out the section that makes reference to payments the next day by having us pull the fees via ach debit from a designated bank account. That is how the private sector works but we know that does not work for public sector. We agree to invoice you once a month for the recording fees/taxes/submission fees that occurred the previous month and you can mail us a check. We do not take credit card or PayPal.

Please let me know what other questions come up as you present this to the City.

**Pat Sponem**

REGIONAL SALES DIRECTOR

Office: 800.460.5657 x1048

Mobile: 561.376.9471

Support: 800.460.5657 x7001

[psponem@simplifile.com](mailto:psponem@simplifile.com)[simplifile.com](http://simplifile.com) | E-recording made simple.

**How do I record a document?**

You have three options for recording your documents in the Official Records;

- 1. You can bring your original documents in person, along with the appropriate fees, to the main office located at the Courthouse East Building.

Recording Department  
 22 N.W. 1st Street, First floor  
 Miami, Florida 33128

- 2. You can mail your original documents along with the appropriate fees. Please mail documents for recording to the address listed below:

Miami-Dade County Recorder  
 P.O. Box 011711  
 Flagler Station  
 Miami, Florida 33101

- 3. You can eRecord your document through one of our approved vendors. With this option, you retain your original document and the recorded image is available the next day. Additional information on this option, including links to the vendors, is available on the web at [www.miamidadeclerk.com/eRecordings.asp](http://www.miamidadeclerk.com/eRecordings.asp).

**Records Library**

**Courthouse East Building, 2nd floor**

Copies of all recorded documents, along with the indexes, are maintained in the Records Library.

Recorded documents consist of: deeds, mortgages, satisfactions, releases and assignments of mortgages, claims of liens, UCC's (financial statements), affidavits, judgments, as well as civil court orders.

The cost for obtaining a copy of a document is \$1.00 per page and \$2.00 to certify. This can be done by mail, walk-in or via the web.

Certified Copies can be ordered via the web. This option is available after the image is displayed.

The website address is:

[www2.miami-dadeclerk.com/officialrecords](http://www2.miami-dadeclerk.com/officialrecords)

**Records Searches**

All recorded documents can be researched in the records library by the party's name, last name first (ex: Last Name (space) First Name or Company Name), Clerk's File Number (CFN), legal description (subdivision name, lot, block, plat book and page) and Official Records Book and Page. The Records staff can perform the search of the records, or the public can be assisted with the search. The fee for searches is \$2.00 per name per year.

You can also perform a search via the internet for most recorded documents. Earlier documents are in the process of being made available on the web. A Premier service is available for a fee and enables more complex searches.

The web address is:

[www2.miami-dadeclerk.com/officialrecords](http://www2.miami-dadeclerk.com/officialrecords)

**Search Request by Mail**

If you would like to request a search by mail, you need to include the full name you would like searched and the legal description or address, if you are looking for a deed or mortgage.

If you would like a search for a satisfaction of mortgage or lien, please send the party's name and the original book and page of the mortgage or lien.

**We do not perform any searches over the telephone.**

**Important Notice:**

The various credit bureaus search for liens and judgments recorded in our offices and link these documents to your credit history. If you have been advised by an agency that you have an item recorded against your name and you do not know what this item is, you may obtain the book and page from them to request a copy of the item from the Records Library by mail or the web.

Americans With Disabilities Act of 1990: TDD/TTY users may contact the telephone number(s) listed via the Florida Relay Service at 1-800-955-8771, or by dialing 711. This document is available in alternate formats upon request.

**Miami-Dade County Clerk's Office**



**COUNTY RECORDER**

**Business Hours: 9:00 a.m. - 4:00 p.m.**  
**(305) 275-1155, press 6**

**22 N.W. 1st Street**  
**Miami, Florida 33128**

**Harvey Ruvin, Clerk**

## Office Of The County Recorder

The responsibilities of the Clerk are established by the State Constitution, the Florida State Statutes, County Ordinances and Regulations and Judicial Orders. In this capacity he serves as:

- Ex-Officio Clerk of the Board of County Commissioners
- County Recorder
- County Auditor
- Custodian of all County Funds
- Custodian of all records filed with the Court

In his role as County Recorder, the Clerk shall record specific kinds of instruments presented for recording, upon payment of the service charges prescribed by law. These documents are presented for recording by the public as well as the court system and include, but are not limited to: deeds, mortgages, liens, affidavits, subdivision plats, judgments, declarations of domicile, satisfactions and releases, powers of attorney and financing statements. Fees, Mortgage Taxes and Real Estate Transfer Taxes are computed and collected prior to recordation.

The Clerk of the Circuit Court is the official recorder of all instruments recorded in the county pursuant to Chapter 28 of the Florida Statutes. The Clerk is required to record all instruments in one general series of books called the "Official Records."

The Recording Division of the Clerk's office is responsible for the recording, protecting, preserving, and disseminating of Miami-Dade County's official records. This is designed to create a permanent record of these important documents.

### Requirements for Recording:

There are several requirements that a document must have before being accepted for recording. All documents must be original or court certified. They must be signed and notarized.

## Frequently Recorded Documents and their requirements

### 1. Deed:

- Original document
- Miami-Dade County Property Only
- Address of both parties (Grantor & Grantee)
- Must be signed by seller
- Two witnesses to the signature
- Notarized and properly acknowledged
- Must have a prepared by statement:  
Prepared by: Individual name & address
- Documentary Stamps at the rate of .60 cents for each \$100 of consideration or fractional part thereof (\$6.00 per \$1,000).
- Surtax is required on transfers of interest in any real property other than a single-family residence, at the rate of .45 cents for each \$100 of consideration or fractional part thereof (or \$4.50 per \$1,000).

### 2. Mortgage

- An original document
- Signed and notarized.
- A copy of promissory note must be attached or the amount of the note should be written on the face of the Mortgage.
- Signature of the borrower.
- Addresses of both lender and borrower.
- Prepared by: Individual name and address.
- Florida documentary stamps and intangible tax.
- Documentary stamps at the rate of .35 cents on each \$100 or fraction thereof on the amount of the note (or \$3.50 per \$1,000).
- Intangible tax is required on real estate mortgages at the rate of 2 mills (or \$2 per \$1000) on the amount of the note.

### 3. Satisfaction of Mortgage or Release

- Book and page of the original mortgage that is being satisfied or released.
- Signature by the holder of the mortgage.
- Notarized and properly acknowledged.
- Prepared by: Individual name and address.

### 4. Assignment of Mortgage

- The book and page of the mortgage that is being assigned.
- Signature of the assignor.
- Notarized
- Prepared by: Individual name and address

### 5. Claim of Lien

- Original document
- Signed by the Lienor and notarized .
- Legal description or property address
- Prepared by: Individual name and address

### 6. Declaration of Domicile

- Original document
- Signed and notarized
- Recording fee of \$10.00
- Copies are \$1.00 per page plus \$2.00 for the certification.

### 7. Notice of Commencement

- Original document
- Signed by owner and notarized
- Prepared by: Individual name and address

### Fees:

The acceptable methods of payment are: cash, cashier's check, money order, certified check or credit card, MasterCard, Visa or American Express with a daily limit of \$1000.00 (in person only).

### Checks should be made payable to; Clerk of the Circuit Court.

The Recording fee for any document is \$10.00 for the first page and \$8.50 for each additional page. Copies are \$1.00 per page plus \$2.00 for the certification.

When presenting or mailing documents for recording, please submit/enclose self-addressed stamped envelope for the return of the original recorded document.

### Our mailing address is :

Office of County Recorder  
Recording Department  
P.O. Box 01-1711, Flagler Station  
Miami, Florida 33101