



ELECTRONIC RECORDING TECHNOLOGY BOARD

May 9, 2023

Jolene Stetson Linke
Grand County Clerk & Recorder
308 Byers Ave
Hot Sulphur Springs, CO 80451

Dear Clerk Linke:

On behalf of the Electronic Recording Technology Board, we are pleased to inform you that your county has been awarded a grant in the amount of \$443,417.00 from the Electronic Recording Technology Fund.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which the County agrees by accepting the Grant Funds.

Once you have reviewed the Grant Award Letter, please email Executive Director Michelle Batey at ertbexecutivedirector@gmail.com with the name, title, and email address of the County Commissioner who will sign the grant agreement. He or she will then be routed a grant agreement to sign through DocuSign. There will be no need to mail any hard copies of the grant agreement.

Additionally, please email an invoice to ertbexecutivedirector@gmail.com.

If you have questions regarding this Grant, please contact: Executive Director Michelle Batey at 303-356-2174 or by email ertbexecutivedirector@gmail.com.

Sincerely,

DocuSigned by:

Christopher Beall

7C7BA4DE09A543F

Christopher Beall



Electronic Recording Technology Board

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Electronic Recording Technology Board, Colorado Department of State	Grant Amount State Fiscal Year 2022-2023: \$443,417.00 Total Grant Amount for all State Fiscal Years: \$443,417.00 Total Grant Amount will be disbursed upon full execution of this Grant Award Letter.
Grantee Board of County Commissioners of Grand County	
Grant Issuance Date The later of May 9, 2023 or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date June 30, 2026	CT, VAAA, ERTB, 2023-4117 CMS # 184188
Grant Authority §§ 24-21-401 et seq., C.R.S., particularly § 24-21-404, C.R.S.	
Grant Purpose By statute, Grant Funds are awarded to establish, maintain, improve, or replace a County's electronic filing system. The purpose of this grant is described more fully in the County's grant application (Exhibit A, Statement of Work).	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. <p>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. The provisions of the other sections of the main body of this Grant. 2. Exhibit A, Statement of Work. 	


SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;">STATE OF COLORADO Jared Polis, Governor Jena Griswold, Secretary of State Electronic Recording Technology Board (ERTB)</p> <p>DocuSigned by:  <small>7C7BA4DE09A543F</small></p> <p>By: Christopher Beall, Treasurer</p> <p>Date: <u>June 13, 2023</u></p>	<p style="text-align: center;">GRAND COUNTY Board of County Commissioners of Grand County</p> <p>DocuSigned by:  <small>3C87B868D9304E0...</small></p> <p>By: Richard Cimino Chair</p> <p>Date: <u>June 13, 2023</u></p>
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In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

 By: 66856696CC1A43A...
 Nathan Manley Central Contract Specialist

Date: July 20, 2023

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- B. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- C. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- D. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- E. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- F. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- G. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- H. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- I. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- J. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- K. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- L. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- M. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- N. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- O. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- P. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- Q. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- R. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- S. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- T. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- U. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **STATEMENT OF WORK**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred after the Grant Expiration Date.

B. **Close-Out.**

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter.

6. **REPORTING - NOTIFICATION**

A. **Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5B, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the award.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall maintain records that provide a complete audit trail of funds received and expended, and Grantee shall cooperate and participate in any audits conducted under authority of the Electronic Recording Technology Board or the Colorado State Auditor.

Grantee shall maintain an accounting system and financial records that accurately account for the receipt and disbursement of Grant Funds. For this purpose, Grantee may use either general ledger fund accounting that tracks Grant Funds separately from other county funds or use a tracking spreadsheet. All payments and expenditures must be tracked. Each expenditure must be classified by budget category, such as Personnel, Supplies and Operating, Travel, Equipment, and Professional Services. All financial records must be supported by source documentation (such as invoices, time sheets, etc.).

In addition, Grantee shall provide proof of purchase by a signed contract for any new purchase. Contracts may be emailed to ERTB.Grants@sos.state.co.us.

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish,

copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee and its Subcontractors shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

15. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of

digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. [Reserved]

L. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

**EXHIBIT A, STATEMENT OF WORK
(GRANT APPLICATION)**



ELECTRONIC
RECORDING
TECHNOLOGY
BOARD

Grant Application

Updated 9-24-21

Background

In the state of Colorado, a one-dollar per document technology fee was implemented in the early 2000's to aid County offices across the state in funding technological advancements in recording. As a result, Colorado was the first multi-jurisdictional state in the nation to adopt e-Recording across the state.

In the spring of 2014, a working group made up of real estate, lending, legal professionals as well as counties conducted a statewide needs assessment and a request for information to evaluate the state of recording systems in Colorado.

In the spring of 2016, legislation was passed, and this board and a funding structure were created from Senate Bill 16-115.

Our Vision

To create, support, and maintain a statewide land records environment that promotes accessibility and consistency for the public in an efficient and user-friendly manner.

Our Mission

To develop, maintain, improve, replace, or preserve land records systems in our state.

Business Purpose

The business purpose of the board is to develop and modernize electronic filing systems throughout the state as defined in 24-21-402 (2).

Our Core Goals (24-21-403 (1))

- Assure the security, accuracy, and preservation of public records required to be maintained by a Clerk and Recorder.
- Maintain the privacy of personal identifying information, online public access to which is not necessary to the proper functioning of land title records or other public records required to be maintained by a clerk and recorder.
- Assure that the sequence in which documents are received by a clerk and recorder is accurately reflected to the greatest extent practicable.
- Provide for online public access to public documents while maintaining the privacy of personal identifying information when applicable.
- Assure that electronic filing systems used in different counties are similar so as to facilitate the submission and searching of electronic records.

Our Objectives

1. Develop a strategic plan that incorporates the core goals and establish the administration of the Electronic Recording Technology Fund and Board.
2. Determine functionality standards for an electronic filing system that supports the core goals.
3. Issue a Request for Proposal (RFP) for electronic filing system equipment and software that the counties may choose to acquire.
4. Develop best practices for an electronic filing system.
5. Provide training to Clerk and Recorders related to electronic filing systems.
6. Develop a grant program, prepare reports and promulgate any necessary rule-making.
7. Develop subcommittees and project timelines for implementation.

Board Members

Susan Corliss Kit Carson County Clerk and Recorder

Representing County Clerk & Recorders



Chris Beall Sr. Program Director, CO Secretary of State

George Stern Jefferson County Clerk and Recorder

Angela Myers Larimer County Clerk and Recorder

Charles Calvin Calvin Law Firm

Trish Gilbert Saguache County Clerk and Recorder

Lloyd Booth, Mead Technology Group

Robert Howe Title Company of the Rockies

Molly Fitzpatrick Boulder County Clerk and Recorder

Representing Secretary of State

Representing County Clerk & Recorders

Representing County Clerk & Recorders

Representing Colorado Bar Association

Representing County Clerk & Recorders

Representing Mortgage Lending Industry

Representing Title Industry

Representing County Clerk & Recorders

Who is eligible for grants?

Any Colorado County Clerk and Recorder.

What projects are available for grants?

Any project that establishes, maintains, improves, or replaces a County Electronic Filing System, ~~as defined in 24-21-404 (2), the electronic document management system that enables a county clerk and recorder to accept electronic recording of land records and to provide online access to recorded documents.~~

Eligible projects may include digitization and indexing of documents received for recording in the office of the county clerk, especially documents that affect rights in real property.

In addition, the ERTB may approve a grant application when a portion of the grant funds will be used to digitize public documents that are not related to real property but that are managed by the county's electronic filing system. See CRS § 24-21-404(2)(b)(II), as enacted by HB 21-1225. For further information, see the Board's Policy Governing Grants for Digitization and Indexing.

In addition to projects that establish, maintain, improve, or replace an Electronic Filing System, eligible projects may include improvements to the security of a county's general information technology systems, if the improvement is necessary to improve the security of the county's electronic filing system. (Added by HB 21-1225)

For the purpose of this grant application and as defined in 24-21-401:

- (1) "Board" means the Electronic Recording Technology Board created in Section 24-21-402 (1)
- (2) "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
- (3) "Electronic Filing System" means the document management system used by a Clerk and Recorder to comply with the statutory requirements set forth in part 4 of article 10 of title 30 C.R.S., for:
 - (a) Electronic documents received for recording or filing in the Clerk and Recorder's office; and
 - (b) Paper documents received for recording or filing in the Clerk and Recorder's office that are converted from paper, microfilm, or microfiche into an electronic format.
- (4) "Fund" means the Electronic Recording Technology Fund created in section 24-21-404 (1).

~~In addition to projects that establish, maintain, improve, or replace an Electronic Filing System, eligible projects may include:~~

- ~~• Digitization and indexing of documents received for recording in the office of the county clerk, especially documents that affect rights in real property, but not including marriage licenses, military discharge records, county commissioner minutes, etc.. For further information, see the Board's Policy Governing Grants for Digitization and Indexing.~~
- ~~• Improvements to the security of a county's general information technology systems, if the improvement is necessary to improve the security of the county's electronic filing system. (Added by HB 21-1225)~~

Deadline and Important Application Process Reminders

Grants will be considered on a monthly basis. In order to be considered for a grant, please submit your completed application via the on-line application or downloadable PDF at www.ertb.org by the first business day of the month. PDF applications can be emailed to ERTB.Grants@Coloradosos.gov. Counties will be notified by a grant award letter within 60 days and will be asked to sign a grant agreement. Please direct any questions about the application to ertbexecutivedirector@gmail.com.

Quotes/bids that support the grant-funding amount being requested must be included. Similar detail regarding past expenditures must be provided if reimbursement is being requested. ~~For digitization and indexing, make sure that bids include the number of pages and/or documents to be digitized and/or indexed.~~

In order to improve a county's application, the county is encouraged but is not required to submit "letters of support" for the grant. It is recommended that these letters come from various sources, including (but not limited to) county government officials, industry partners or customers, chambers of commerce, or business leaders, etc.

Conditions for Receiving Grants

Before applying for any grant funds, please read the following conditions that will be included (but not limited to) as part of your grant agreement:

- Counties will cooperate with the Electronic Recording Technology Executive Director and Board and in their statutory reporting requirements.
- Any vendor contracts must include training on any equipment being purchased.
- Counties agree to participate in recording best practices, as defined in 24-21-403 (3) (d).
- If grant funds are not used in the first year, counties must submit to the Electronic Recording Technology Board a request for approval regarding how and when the funds will be spent. The Electronic Recording Technology Board will respond within 60 days. All funds must be expended by June 30, 2026.
- Counties will be required to provide proof of purchase by a signed contract or paid invoice for any new purchase along with a completed audit form to be provided. Audit forms must be completed within 30 days of receipt. These can be emailed to ERTB.Grants@Coloradosos.gov.
- Counties must be current and timely on their transmission of Recording Technology Fees to the Fund. Counties may submit comments to the Electronic Recording Technology Board for exceptions due to factors outside their control.
- The County agrees to maintain recordkeeping that provides a complete audit trail of funds received and expended, and the County agrees to cooperate and participate in any audits conducted under authority of the Electronic Recording Technology Board or the Colorado State Auditor. The County must maintain an accounting system and financial records that accurately account for the receipt and disbursement of Grant Funds. For this purpose, the county may use either general ledger fund accounting that tracks Grant Funds separately from other County funds, or use a tracking spreadsheet. All payments and expenditures must be tracked. Each expenditure must be classified by budget category, such as Personnel, Supplies and Operating, Travel, Equipment and Professional Services. All financial records must be supported by source documentation (such as invoices, time sheets, etc.).
- Counties may apply for reimbursement of funds that have already been expended if the expenditure establishes, maintains, improves or replaces a County Electronic Filing System as defined in 24-21-404 (2) and meets the core goals listed on Page 2. Additionally, the expenditure of funds must have taken place after the effective date of SB 16-115, June 10, 2016. Counties must provide proof of purchase.
- Counties may apply for funding to hire temporary staff for the completion of an eligible project. Counties must provide a closed quote and a statement of work.



- Counties may apply for funds more than one time.
- Any applications that are not completely filled out will be returned to the county and can be resubmitted once completed. All application questions should be answered, even if they do not pertain to the specific grant request. Part of the Board's function is to gather information about hardware and software used by counties.
- Counties should include any invoices or proposals if applicable.
- The Electronic Recording Technology Board reserves the right to partially fund a grant request.
- County tiers in the application refers to the classes listed in statute 30-1-101 and provided below:

30-1-101. Classification of counties - fixing fees

(1) For the purpose of fixing fees, chargeable and to be collected by county and other officers, and for no other purpose, the several counties of this state are divided into five classes, which classes shall be known as the first, second, third, fourth, and fifth, as follows:

(a) The city and county of Denver is a county of the first class;

(b) The counties of Adams, Arapahoe, Boulder, Douglas, El Paso, Jefferson, Pueblo, and Weld are counties of the second class;

(c) The counties of Delta, Garfield, Larimer, Las Animas, Logan, Mesa, Montezuma, Montrose, Morgan, and Otero are counties of the third class;

(d) The counties of Alamosa, Archuleta, Bent, city and county of Broomfield, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Eagle, Elbert, Fremont, Gilpin, Gunnison, Huerfano, Kit Carson, Lake, La Plata, Lincoln, Ouray, Park, Phillips, Prowers, Rio Grande, Routt, Saguache, San Miguel, Sedgwick, Teller, Washington, and Yuma are counties of the fourth class;

(e) The counties of Baca, Custer, Dolores, Grand, Hinsdale, Jackson, Kiowa, Mineral, Moffat, Pitkin, Rio Blanco, San Juan, and Summit are counties of the fifth class.

ELECTRONIC RECORDING TECHNOLOGY FUND GRANT APPLICATION CHECKLIST

Complete the entire application regardless of whether it applies to a specific grant request. Incomplete applications will be returned to the county and can be resubmitted once completed.

Include any bids, invoices or proposals that are applicable to the grant application. For digitization and indexing, make sure that bids include the number of pages and/or documents to be digitized and/or indexed.

Do not include any requests that would include expenditures past June 30, 2026, since the grant program is scheduled to be statutorily repealed on September 1, 2026.

- Grants can only be awarded for goods or services that fall under the statutory definition of “electronic filing system” in 24-21-401.

Electronic Recording Technology Fund Grant Application Form		
General Information		
County Name: Grand County		
County Clerk & Recorder Name: Jolene Stetson Linke		
Phone: 970.725.3110	Email: jlinke@co.grand.co.us	
Alternant contact: N/A		
Phone	Email	
Mailing Address: 308 Byers Ave.		
City: Hot Sulphur Springs	State: CO	Zip: 80451
County Tier: 5th Class		
County budget cycle (calendar, fiscal) including dates: July 1, through June 30 of each year.		
How many recordings do you do in a year? 10,646 plus 100+ plats, and 1,000+ monument records.		
How much do you collect of the \$1 Recording Technology Fee in an average year (over the last three years)? \$13,900 per year 2020-\$12,873, 2021-\$13,882.00, and 2022-\$14,832.00		
How much money is in your technology fund? \$14,831.82		
Recording Equipment Information		
Is your county currently recording documents <input checked="" type="checkbox"/> Electronically <input checked="" type="checkbox"/> Manually		
What is the age of your current software? 5 years since implementation What is the age of the equipment (hardware) for which you are applying? N/A What is the expected life of the software and hardware? Software not defined, and hardware 5 years.		
What is the condition of your current software? Operational What is the condition of the equipment (hardware) for which you are applying? N/A		
Who is your current vendor? Harris Recording Solutions What product and version do you currently use? Acclaim, Version 4.43.000925.00		
What is your current annual payment to your vendor and how is it calculated?		



<p>\$18,271.85 per year to Harris Recording Solutions</p>
<p>How and what kind of hosting is done with any parts of your recording system? Our active recording system (Harris) is maintained in our County's servers. Our Historical Document Archive (Land Index Records from 1800's through 1979) is hosted by ArcaSearch.</p>
<p>What is the term of your contract (dates) with your current vendor? Renews annually: May 1-April 30</p>
<p>What percentage of your documents have been digitized? 25% What percentage of your documents have been indexed? 25% What will the percentage be if this grant application is approved? 100%</p>
<p>What percentage of your land documents are accessible online? 25% What will the percentage be if this grant application is approved? 100%</p>
<p>Grant Information</p>
<p>Why are you applying for grant funds?</p> <p>Grand County completed our initial digitization project (Phase I) in 2021 with support from the ERTB grant program which included a portion of our Land Index books only. ArcaSearch provided on-site capture of our legacy Land Index books for backup purposes, but also created an on-line, searchable digital Archive. That project was a success for our County, staff and customers and we are now ready for the larger Phase II project.</p> <p>Phase II: Objective 1 is the digital preservation of our historical Real Estate Record books 1874 - 1996 (which have never been digitized or backed-up), aperture cards & microfiche into a high-resolution image representative of the original pages to protect these permanent records against a disaster and before any further deterioration occurs with the original books and microforms. Objective 2 is to provide secure, on-line access to the historic Grand County Land Records for an improved customer experience. Objective 3 is to minimize County liability risk and injury potential by providing access for staff and customers to digital images without the need to handle the heavy, original books currently located in our vault.</p> <p>As one of the smallest Colorado Counties, this grant program will provide us the financial ability to enhance our existing Archive with the addition of: Real Estate Record books, additional land index books overlooked on the initial project & Plat Maps while improving remote customer access and extension of our Historical Document Archive maintenance support through May of 2026.</p>
<p>Amount of grant request (no funding requests involving expenditures past June 30, 2026). \$443,417</p>
<p>What do you want to use the grant money for?</p> <p>The grant request total cost (\$443,417.00) breaks out as follows and can be validated with the attached project proposals: \$417,502: Digitization of Real Estate Indexes, Records & Plat Maps, \$5,354: Annual fee increase for new images to Archive through end of August 2024, \$13,718: Archive support from September 2024 - May 2026, \$2,495: Development and deployment of E-Commerce to existing Archive, \$4,348: E-Commerce software support from Jan 2024 - May 2026)</p>

Break out the expenses and include bids, invoices, or proposals with your request. What specific equipment and software do you want to purchase?

If you are requesting grant funding for digitization and indexing, please ~~describe the documents to be digitized and indexed, including their date ranges and the approximate number of pages and/or documents~~ provide a general description of the documents to be digitized and/or indexed, the approximate date ranges, the total number of pages or documents, and an estimate of the percent of documents that are not related to interests in real property. If there are documents not listed in the Board's Policy Governing Grants for Digitization and Indexing, as examples of real property documents but the Clerk believes are related to interests in real property, please provide an explanation of why the documents are related to real property. Attach supporting bids if applicable. Bids should include the number of pages and/or documents to be digitized and/or indexed. For further information, see the Board's Policy Governing Grants for Digitization and Indexing.

The documents to be digitized and estimated page counts are identified in the supporting project proposal and believe that all records included in this project relate to interests in real property.

If you are requesting grant funding to improve the security of your county's general information technology systems, please describe generally the security measures to be undertaken with grant funds and explain why/how the improvement is necessary to improve the security of your electronic filing system.

Three components of this project will improve the Grand County's security position:

1. Capture of physical books to prevent loss of collection from a disaster or general deterioration of the books.
2. Hosted solution that does not provide additional access to County's servers lessening Cyber Security risks.
3. Opportunity for redaction of Social Security Numbers that have been identified on documents in our existing Historical Document Archive.

If the grant is for temporary staff, what specific project will the staff be working on? (Please attach a Statement of Work). N/A

How do you plan to segregate grant funds from county funds?

Grand County Accounting and Clerk & Recorder will track all funds through a separate line item in our budget

Will any monies from your technology fund be used for the purpose(s) contained in the grant request? If yes, how much? NO

If no, explain the plans for the use of your technology fund.



Building up our technology fund for either: equipment that may need replacing or digitization of records not covered by ERTB (Commissioner's Minutes, Vital Records, etc.)

Will this be (or was this) a competitive bid process (RFP) or an upgrade to an existing system?
Upgrade to our existing Historical Document Archive hosted by ArcaSearch.

Will the grant award increase your annual maintenance costs? If so, do you have a long-term plan to budget for the increase?
Yes, \$7,153.00 annually. Will use moneys collected through our E-commerce platform and build into our annual budget as needed.

Describe how the funds will be used to achieve the stated business purpose and core goals.

A) To assure the security, accuracy and preservation of public records: Yes, as stated above

B) To maintain the privacy of personal identifying information, online access. Described above

C) To assure that the sequence in which documents are received by a clerk are accurately reflected to the greatest extent practicable

D) To provide for online public access to public records. Yes, though our Grand County Historical Document Archive

E) To assure that electronic filing systems used in different counties are similar so as to facilitate the submission and searching of electronic records. The result of this project will provide customers the ability to locate a recorded document by identifying the Book/Page or Document # of the document through an Index Book image which is consistent with the process used in our county and most other counties in Colorado historically.

With my signature below, I do hereby certify that I have read, understand, and support the above application for grant funds through the Electronic Recording Technology Board.


Signature of County Clerk & Recorder

3/30/2023
Date



ArcaSearch

Digital Archiving Services

Grand County, CO

E-Commerce Proposal

Proposal #02272023P1V1

February 27, 2023

Prepared for:

Grand County

308 Byers Ave.

PO Box 120

Hot Sulphur Springs, CO 80451

Jolene Stetson Linke

Clerk & Recorder

970.531.3715

jlinke@co.grand.co.us

STANDARD FEATURES OF ECOMMERCE

Monthly Report

Includes:

- Patron email address (username)
- Type of subscription
- Total amount purchased

Browsing Access

Patrons are allowed unlimited views and prints of digital documents

TERMS AND CONDITIONS

Data Privacy

ArcaSearch acknowledges and agrees that it will have access to Client Information, which may include computer access and passwords; as well as recorded land record information, which may include private information, including social security numbers and birth dates. ArcaSearch, its officers, agents, owners, partners, employees, volunteers, and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality.

No Infringement of Proprietary Rights

The parties warrant that any materials and, or work product provided or produced or utilized in the performance of this Agreement, will not infringe or violate any patent, copyright, trade secret, or any other proprietary right the other party or any third party. In the event of any such claim by any third party against Client or ArcaSearch, upon prompt notice of such claim, ArcaSearch or Client, at its expense, shall indemnify and defend the other party against any loss, cost, expense or liability, including attorney's fees, arising out of such claim. If such claim occurs, or is likely to occur, the parties shall either procure for the other party the right to continue using the materials and, or work product, or replace or modify the materials and, or work product. If an option satisfactory to Client or ArcaSearch is not reasonably available, upon the written request of the other party and at the other parties expense, the party shall return any materials and, or work product owned and provided. This remedy shall be in addition to and not exclusive of other available remedies.

Indemnification

ArcaSearch agrees to indemnify and hold Client harmless from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Client that result from the acts or omissions of ArcaSearch, including its owners, partners, employees, officers, agents, subcontractors, volunteers, and assignees. This clause shall survive termination of the Agreement.

Insurance

ArcaSearch further agrees that in order to protect itself as well as Client under the indemnity provisions set forth above, ArcaSearch will at all times, during the term of this contract, keep in force:

- (a) Commercial General Liability/Professional Liability: \$500,000 per individual; \$1,500,000 per incident;

ArcaSearch shall include Client on such insurance policies as an additional insured. Prior to the effective date of this Agreement, and as a condition precedent, ArcaSearch if requested, will furnish Client with a certificate of insurance and will supplement that certificate of insurance when there are changes to ArcaSearch's insurance during the term of this Agreement. The insurance policies obtained and maintained under this provision of the Agreement, shall include requirements that the policy shall not be cancelled, materially changed, or not renewed without thirty (30) days prior notice to Client.

Inspection and Maintenance of Records

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, ArcaSearch agrees that Client, any State or Legislative Auditor (if applicable) or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of ArcaSearch and involve transactions relating to this Agreement.

Confidentiality

Subject to provisions of the Freedom of Information Act (5 U.S.C. § 552) and any conforming statutes of the state in which this Proposal is executed, the parties and their attorneys shall keep the specific terms, conditions and covenants of this Proposal confidential except:

- i. Where mutually agreed to in writing by the parties;
- ii. Where necessary to share such information with the parties' accountants or attorneys;
- iii. Where disclosure to a government entity is required; or
- iv. Where disclosure is ordered by a court of competent jurisdiction.

The parties and their attorneys shall not communicate with anyone associated with any media or publication entities concerning the terms of this Proposal. This confidentiality provision is a material term of this document, and its violation shall constitute a breach of this Proposal.

No Assignment of Agreement

The parties may not assign, sublet, or transfer any rights or interests under this Agreement without the written consent of Client. ArcaSearch shall be responsible for the performance of all its subcontractors.

Injunctive and Other Relief

The parties acknowledge and agree that unauthorized disclosure or use of Confidential information, including computer access and passwords; could cause irreparable harm and significant injury to the other party, which may be difficult to measure with certainty or to compensate through damages. Accordingly, the parties agree that the aggrieved party may seek and obtain against responsibility party and/or any other person or entity injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other equitable or legal remedies which may be available.

Termination

During the terms of this agreement, both ArcaSearch and Client will have the right to terminate this agreement for cause with 30 days written notice. Terms giving either party just cause to terminate are as follows: If one of the parties does not adhere to the responsibilities set forth in this agreement, and/or if payment(s) has not been made in accordance with terms of this agreement. Client will receive a prorated refund on the e-commerce fee if the agreement is terminated prior to yearly renewal.

Complete Agreement

The parties agree all prior conversations, agreements or representations related hereto are integrated herein, and no modification hereof shall be binding unless in writing and signed by both parties.

Jurisdiction and Venue

This Agreement shall be governed by and construed under the laws of the State of Minnesota and the client shall be the appropriate venue and jurisdiction for any litigation arising hereunder, except that venue and jurisdiction in the Federal Courts shall be in the appropriate Federal Court within the State of Minnesota. If any provision is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.

Relationship of the Parties

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint ventures or copartners between the parties hereto or as constituting ArcaSearch as the agent, representative or employee of Client for any purpose or in any manner whatsoever.

No Third-Party Beneficiaries

ArcaSearch and Client intend that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

Authority to Bind

The Parties represent that they have actual authority to enter into this Agreement to bind the respective entities or person with whom it is legally associated to the terms and conditions herein contained. Prior to entering this Agreement, the Parties have the right to seek advice from legal counsel. By entering into this Agreement, the Parties represent that they have either sought such legal advice or knowingly and voluntarily waived its right to obtain such advice prior to entering into this Agreement.

ARCASearch PRICING

Invoices for E-commerce Annual Fee will be sent upon signing this contract. Pricing structure will follow the clients annual fee subscription dates and will be prorated accordingly. Every year following, the e-commerce fee will be included on the annual fee invoice.

Failure to pay an invoice within 60 days of invoice date may result in access termination of e-commerce. Client will be liable for any costs of collection, including attorney’s fee, for Client’s breach of the payment terms in this Agreement.

E-COMMERCE FEES

- **One-time installation fee: \$2,495**

- **Annual fee: \$4,348**
Includes:
Support for 2 years & 5 months
 - **\$1,799** January 01, 2024 – December 31, 2024
 - **\$1,799** January 01, 2025 – December 31, 2025
 - **\$750** January 01, 2026 – May 31, 2026

CLIENT INFORMATION:

Client will be reimbursed by the 15th of the following month for the total monthly sales minus a convenience fee of 7% to cover fees incurred by ArcaSearch.

ACCEPTED BY:

Client Signature: _____ Date: _____
Client

ArcaSearch Signature: _____ Date: _____
ArcaSearch



**GRAND COUNTY CO CLERK & RECORDER
ON-SITE DIGITAL PRESERVATION AND INDEXING OF:
HISTORICAL REAL ESTATE RECORDS, GENERAL INDEX
(GRANTOR/GRANTEE) BOOKS, RECEPTION INDEX BOOKS,
PLAT MAPS
&
ADDITION OF IMAGES TO EXISTING
GRAND COUNTY
ON-LINE HISTORICAL DOCUMENT ARCHIVE**

Proposal #09102021P1V2

February 27, 2023

Prepared for:

Grand County

308 Byers Ave.

PO Box 120

Hot Sulphur Springs, CO 80451

Jolene Stetson Linke

Clerk & Recorder

970.531.3715

jlinke@co.grand.co.us

Project Benefits for Grand County CO:

- Digital preservation & back-up protection of historical Grand County Land Records including: original books, aperture cards & microfiche. Protects against original document loss (fire, water, etc. along with general deterioration).
- Provides ability for secure, **remote customer access** to historical Real Estate Documents for improved customer experience
- Eliminates the need to back-index the historical collection of Real Estate Documents which will be searchable with Book/Page location from the Land Index books
- Reduces reliance on antiquated microform retrieval equipment by conversion of microform collection into a digital Archive
- Image quality enhancement of original books (especially photostat pages) into high-resolution, **color images**
- Captures the remaining Land Index books/documents that were not converted in Phase I
- Reduces County liability risk for injuries to staff or public by minimizing the need to access the original, heavy books and a **safer health experience** with remote access.
- Builds on the existing Grand County Searchable Archive minimizing ongoing IT support.

OVERVIEW

ArcaSearch is pleased to be considered as a digital archiving and processing partner with Grand County, CO. Enclosed you will find our response to your request for a proposal including project benefits, record group/product details, estimated timing, estimated costs, and agreement terms.

- Approximate Images 584,790
- Date Range 1874 through 1996
- Image Size 7" x 11"; some as large as 24" x 36"
- Condition Poor to excellent
- Bindery Loose, bound, pinned, aperture cards, microfiche
- Image Capture RGB
- Image Resolution 300 DPI
- OCR Yes, of typed text
- File Format Web Optimized PDF-A Files, JPEG Thumbnail Images & Group IV TIFF files
- Delivery Single page
- Metadata Defined in product categories
- Work Location Physical Books to be digitized at the client location
Aperture Cards & Microfiche to be imaged at ArcaSearch

There will be no other metadata schema understanding than what is expressly stated within this proposal.

PRODUCT CATEGORIES

#1 – General Index-Grantor (Existing)

- 8,900 Images
- Date range – Feb. 1979 through 1992
- Image size – 11”x 14”
- Books – 14
- Bindery – Pinned, computer print-out
- Condition – Excellent
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, sequential page number

Key Assumptions

Book Images will be added to the existing Record Series

All pages will be presented in a Single Page format

Computer print-out pages will be burst for capture

Alpha Letter filter for each book

Page Number: Sequential

Inclusion of a 300 dpi Group IV Grayscale TIF format image with back-up image set

#2 – General Index-Grantee (Existing)

- 8,900 Images
- Date range – Feb. 1979 through 1992
- Image size – 11” x 14”
- Books – 14
- Bindery – Pinned, computer print-out
- Condition – Excellent
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, alpha character, sequential page number

Key Assumptions

Book Images will be added to the existing Record Series

All pages will be presented in a Single Page format

Computer print-out pages will be burst for capture

Alpha Letter filter for each book

Page Number: Sequential

Inclusion of a 300 dpi Group IV Grayscale TIF format image with back-up image set

#3 – Reception Index (Existing)

- 15,200 Images
- Date range – 1983 through 1992
- Image size – 15” x 11”
- Books – 30
- Bindery – Pinned, computer print-out
- Condition –Excellent
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name (with month range), Sequential page number

Key Assumptions

Book Images will be added to the existing Record Series

All pages will be presented in a Single Page format

Computer print-out pages will be burst for capture

Alpha Letter filter for each book

Page Number: Sequential

Inclusion of a 300 dpi Group IV Grayscale TIF format image with back-up image set

#4 – Real Estate Records (1874-1992) (New)

- 431,950 Images
- Date range – 1874 through 1992
- Image size – 7” x 11”; some as large as 13.5” x 18.5”
- Books – 230
- Bindery – Bound (81), pinned (149), aperture cards, microfiche
- Condition – Poor
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata – Book name, actual page number

Key Assumptions

Books 1-81 are bound, Books 82-146 are pinned with photostat pages, Books 147-230 are pinned with lightweight paper, Books 231-495 are on aperture cards with 2 pages per card & 1,000 pages per book, Books 496-512 are on Microfiche with 55 pages per Microfiche & 1,000 pages per book.

Original books will be captured in Hot Sulphur Springs, Original Aperture Card set and Microfiche set will be transported to ArcaSearch Digital Preservation Lab for capture

Direct Document access by: Book/Page Number

Book Images will be added as a NEW Record Series

All pages will be presented in a Single Page format

Page Number: Actual

Inclusion of a 300 dpi Group IV Grayscale TIF format image with back-up image set

#5 – Real Estate Records (1993-1996 (New))

- 116,840 Images
- Date range – 1993 through 1996
- Bindery – Microfiche
- Condition – Good
- OCR – Yes, of typed text
- Delivery – Single pages
- Metadata – Reception number, sequential page number

Key Assumptions

Microfiche with 55 pages per Microfiche

Assumes an average of 2.3 pages per Unique Reception Number

Microfiche set will be transported to ArcaSearch Digital Preservation Lab for capture

Direct Document access by: Reception Number

Images will be added as a NEW Record Series

All pages will be presented in a Single Page format

Page Number: Sequential

Inclusion of a 300 dpi Group IV Grayscale TIF format image with back-up image set

#6 – Plat Maps (New)

- 3,000 Images
- Date range – Unknown
- Image size – Up to 24” x 36”
- Bindery – Loose
- Condition –Good
- OCR – Yes, of typed text
- Delivery – Single page
- Metadata –Plat map name, sequential page number

Key Assumptions

Hanging cabinet system in basement of judicial building

Assumes customer will provide an accurate Plat Map Name listing

Capture will include the mylar hanging attachment

Images will be added as a NEW Record Series

All pages will be presented in a Single Page format

Page Number: Sequential

Inclusion of a 300 dpi Group IV Grayscale TIF format image with back-up image set

ARCASEARCH DIGITAL ARCHIVING

As your digital archiving partner, we provide project management and will use ArcaSearch technology/personnel to:

- Digitize images from provided materials
- Optimize PDF for viewing/searching within the Compass Eclipse Research System using patented technology
- Provide two complete sets of Web Optimized PDF-A Files, JPEG Thumbnail Images and Group IV TIFF on external hardware upon receiving final payment for project

We look forward to working with **Grand County, CO**. Below are a few items ArcaSearch will need to begin your project.

- Provide a detailed manifest of archive material (required to start your project)
- Notify ArcaSearch of any scheduling requirements
- Provide courier delivery to and from ArcaSearch for aperture cards and microfiche
- Provide a minimum of 14' x 20' space to be utilized for image capture equipment accessible by ramp or elevator with a minimum door entry width of 32 inches
- Allocated space will need to have standard office outlets, minimum of six 15 Amps
- Provide access to high speed internet, to include VPN permissions
- Allow ArcaSearch staff access to building during business hours

ESTIMATED TIMING

The following is a timeline for your planning purposes.

The scheduled start month will be determined after receipt of the signed contract, down payment, completion of the job plan (if applicable) signed by both parties. Any discrepancies will be resolved before the start of the project.

ArcaSearch anticipates the start date to be within 12 months from the receipt of down payment.

Please allow 8 months for project's completion.

COMPASS ECLIPSE RESEARCH SYSTEM

The core technology employed in the updated Compass Eclipse Research System has proven to be the single most cost-effective solution to historic-records management. The Compass Eclipse Research System is adapted to the specific requirements of each individual for the secure preservation and ready access of its document archives.

Your annual software subscription includes web-hosting of your archive digitized by ArcaSearch. With ArcaSearch hosting the archive, you will avoid capital equipment costs and minimize the impact on local network infrastructure and personnel. You simply need a connection to the Internet and a few basic system requirements.

System Requirements

PC: Windows 7 or newer, macOS, or Linux operating system recommended

PC: Chromium based browser (Google Chrome, Microsoft Edge, etc...)

Pop up blockers should be disabled for optimum viewing

Product Modules

A product is comprised of a single category of materials. The key to a user-friendly research application is to search and navigate information by product types, both separately and aggregated. The Compass Eclipse Research System will provide access to your archive that will satisfy the advanced researcher.

Digital Archive Hosting

With ArcaSearch hosting the archive, you are avoiding capital equipment costs and minimizing the impact on local network infrastructure and IT personnel. ArcaSearch ensures worry-free operation of the archive and will perform all maintenance and update actions. Your archive is protected from unauthorized access by your choice of security control: IP address registration, username/password or your own intranet protocols.

Technology Updates

Updates are crucial to maintaining a functional archival delivery system. Our cloud-based application assures that your service will operate properly when change comes.

Service Level

ArcaSearch maintains a 99.9 percent “up time” during business hours year-round for its hosted client services. Maintenance is performed during off-hours. In the unlikely event maintenance shut-down is required during regular business hours; the client will receive advance notice of the reason and expected duration. Unexpected service interruptions, historically are limited in duration and service is quickly restored. At these times, communication and coordination with our clients is of the utmost importance.

STANDARD FEATURES OF THE COMPASS ECLIPSE RESEARCH SYSTEM

Hosting your Research site at a secure location

ArcaSearch has elected to host your site link at the highly secure Level 3, 511 data center building in downtown Minneapolis for security, service redundancy and to minimize downtime.

The Data Center building, its tenants, and its parking areas have exceptional security. Entry to the facility is controlled by on-site security and each door/floor is controlled through card-access entry.

- Multi-level physical access controls
- Personal verification with properly issued ID
- Card access entry with photo verification
- IP Video surveillance recorded and stored for 90 days, both inside and outside the facilities
- Man-trap entries
- Locked cabinets, cages, storage, and suites
- We have a Diverse Tier 1 backbone providers connected via diverse paths
- 100/1000 MB Fast Ethernet connections.
- On-net, Carrier neutral facility

The Data Center building is backed a N+2 HVAC system. They monitor environmental systems 24 hours a day, seven days a week.

- N+2 temperature and humidity with multiple segregated cooling zones environment
- Raised floors with automated moisture detectors under the floors
- Zoned smoke and heat detectors
- Dry-pipe, pre-action fire sprinkler systems
- Managed and monitored 24×7
- Professional quarterly maintenance
- Secure Protection of Data and Infrastructure – 24×7 Multi-Level Security

The Data Center building has redundant power systems (2 megawatt generator, transfer switch, UPS systems, battery plants, flexible power configurations). If any one component in the network or electrical system fails, a redundant system designed to carry the full load immediately takes control. Should the entire primary HVAC system fail, a secondary system designed to immediately handle the full capacity for cooling maintains the proper temperature in the data center.

- 110 volt, single phase
- 208 volt, single phase/three phase
- Diverse A/B electrical circuits
- Custom power
- Protection Power Plan” or “Variable Power Plan”
- 100% Power Availability
- Redundant power infrastructure
- Redundant backup battery systems
- Diesel-powered generators
- Weekly, rigorous system testing
- Professional quarterly maintenance
- Network Availability

Authentication & Access Options

We offer a broad selection of authentication features such as public and premium(private) access. Users can decide if they want a single option access to their research site or a tiered level access which separates access privileges to users.

This authentication process includes a multifaceted feature that includes username/password challenge and IP Filtering.

Username/Password

If specified to require username & password authentication, the research site will not be accessible until a user has entered valid credentials for access to the site

IP Filter

Login can be further restricted to specific IP addresses provided by the customer. This will restrict access to users who use the provided IP addresses. This can be combined with Username/Password authentication for increased security.

End User Technical Support

A service provided by ArcaSearch to work with technical questions and problems related to the Compass Eclipse Research System in its current configuration to end users. Technical Support does not include generic computer, software, or internet training or third-party users.

Phone and Email Support

Phone and email support are available Monday through Friday 8am – 4:30pm CST

Data Management and Storage

ArcaSearch will provide 2 forms of back-up hardware for storage and transfer of Web Optimized PDF-A Files and JPEG Thumbnail Images to be used as the final repository at client location. The hardware will remain the property of the client. Additional file back-ups are available. Price dependent on the request of files to be duplicated.

Antivirus Software

Antivirus software is run at the Data Center on the file storage servers.

TERMS AND CONDITIONS

Document Care

ArcaSearch will exercise great professional care in preserving and digitizing the documents of the Client, as ArcaSearch performs this project. Client will not hold ArcaSearch responsible for any damage sustained to original documents, aperture cards or microfilm, due to fire, water damage, natural disaster or *force majeure* while on premises of the Client. The parties acknowledge that some of the original documents are of such age as to have been torn from past handling, and brittle, so as to be subject to splits and tears upon handling. Client will not hold ArcaSearch responsible for any incidental damage in handling of the documents, except for any damage alleged to be caused by gross negligence of ArcaSearch employees.

Confidentiality

Subject to provisions of the Freedom of Information Act (5 U.S.C. § 552) and any conforming statutes of the state in which this Proposal is executed, the parties and their attorneys shall keep the specific terms, conditions and covenants of this Proposal confidential except:

- i. Where mutually agreed to in writing by the parties;
- ii. Where necessary to share such information with the parties' accountants or attorneys;
- iii. Where disclosure to a government entity is required; or
- iv. Where disclosure is ordered by a court of competent jurisdiction.

The parties and their attorneys shall not communicate with anyone associated with any media or publication entities concerning the terms of this Proposal. This confidentiality provision is a material term of this document, and its violation shall constitute a breach of this Proposal.

Content of Documents

Client shall be solely responsible for the content of documents to be duplicated, digitized, printed and/or preserved by ArcaSearch in the performance of this agreement. ArcaSearch will not be responsible for payment of any claims or damages alleging content of said documents or records to be defamatory, or to violate or infringe upon the rights of third parties.

Limitation of Liability

Initial In recognition of the relative risks and benefits of this project, to both the Client and ArcaSearch, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of ArcaSearch to Client for any and all claims, losses, costs, damages of any nature whatsoever, or expenses related to any such claims or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of ArcaSearch to Client shall not exceed 75% of ArcaSearch total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action, however asserted, alleged, pled or arising, unless otherwise prohibited by law.

Warranty

ArcaSearch warrants and represents that all products or deliverables specified and furnished by or through ArcaSearch under this agreement meet the completion criteria set forth in this agreement, and that services will be provided in a workmanlike manner in accordance with industry standards.

Termination

During the terms of this agreement for this archive project, both ArcaSearch and Client will have the right to terminate this agreement for cause with 30 days written notice. Terms giving either party just cause to terminate are as follows: If one of the parties does not adhere to the responsibilities set forth in this agreement, and/or if payment(s) has not been made in accordance with terms of this agreement. Client may also terminate without cause if funding becomes unavailable. In the event of termination, for this, or any other reason, resulting in an underage between the estimated image count represented in this proposal and the actual image count, the difference will be priced at an adjusted rate of 70 percent of the per page rate used to determine the estimated project price in this proposal. (Estimated project price divided by the estimated image count equals per page rate) The decrease-allowance shall not be more 80 percent of the proposal total.

Client will receive a prorated refund on the annual fee if the agreement is terminated prior to yearly renewal.

Terms and conditions may be updated annually.

PRICING

Project Estimating

In consultation with our clients, ArcaSearch experienced sales representatives and technicians make every effort to accurately estimate the number of documents and other items in the proposed digital archive. This estimate is one of the primary components in the overall proposal ArcaSearch presents to its customers. Final invoice will reflect the actual number of images at the completion of this project. Additional images over the estimated image count for this project will be priced at the per page rate of this project.

Payment Terms

ArcaSearch will invoice 50 percent of the project price upon receipt of this signed proposal. Final payment of the project will be invoiced upon completion and final acceptance from the customer. Applicable local and federal tax will be applied in addition to proposal price. Failure to pay an invoice within 90 days of invoice date may result in access termination of your research site.

Oversized Documents and Inserts

Maximum page size for this proposal is 15 inches x 23 inches. Individual books containing separate oversized supporting documents or loosely oversized inserted images other than what has already been identified in this proposal will be billed at rate of \$9.50 per image.

Microform/Aperture Card Exceptions

The client acknowledges that portions of the microform are presented for digitization may be illegible. ArcaSearch will make its best effort but will not be held responsible for rendering illegible images in this regard.

Any manual cropping, manual splitting or separation and non-sequential naming will be billed an additional \$0.10/image.

Manual cropping or manual splitting includes any image that does not have sufficient polarity or does not lay uniformly between images or spreads.

Microform is priced per image based on the final image count.

Additional Programming

Additional programming, beyond the scope of this proposal will be billed at \$225/hour with 1-hour minimum. ArcaSearch will do our best at providing you the highest quality searchable image when digital images have been provided to us to be added to our research site. We are not responsible for missing images or naming errors on images that are provided to us in a digital born format or paper to digital format.

By signing this agreement for **Proposal #09102021P1V2** you are acknowledging that you have read, understand and agree to the terms presented in this document. No understanding exists other than those expressed in this agreement. This proposal is valid for 6 months from its issuance and supersedes all previous proposals or agreements.

PROJECT PRICE

- **Estimated Project Price: \$417,502**

Includes:

- Patented document creation process delivers the highest OCR accuracy possible, without sacrificing the visual integrity of the final PDF files
- Two-step verification process for image quality and accuracy
- Two complete copies of your archived files on external media

REDACTION

- \$.10/per image reviewed
- \$.20/per image redacted

ANNUAL FEE

- **Compass Eclipse Research System Annual Fee Increase: \$5,354**

Includes:

- Seamless integration of Analog Documents from Proposal #02272023P1V1 within the existing Compass Eclipse Research System

- **Compass Eclipse Research System Annual Fee Support for 1 year & 5 months: \$13,718**

- **\$2,608** September 01, 2024 – December 31, 2024
- **\$7,842** January 01, 2025 – December 31, 2025
- **\$3,268** January 01, 2026 – May 31, 2026

ACCEPTED BY:

Client: _____ Date: _____
Client Name- Signature

Client: _____ Date: _____
Client Name- Printed

For ArcaSearch: _____ Date: _____
ArcaSearch

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