



ELECTRONIC RECORDING TECHNOLOGY BOARD

February 1, 2023

Lynda Moss
Bent County Clerk & Recorder
725 Bent Ave.
Las Animas, CO 81054

Dear Clerk Moss:

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 \$53,408.00 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

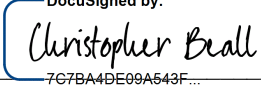
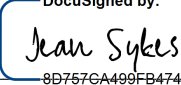
Electronic Recording Technology Board

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: \$53,408.00 Total Grant Amount for all State Fiscal Years: \$53,408.00 Total Grant Amount will be disbursed upon full execution of this Grant Award Letter.
Grantee Board of County Commissioners of Bent County	CT, VAAA, ERTB, 2023-3515
Grant Issuance Date The later of February 1, 2023 or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date June 30, 2026	
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. 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: <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>February 17, 2023</u></p>	<p style="text-align: center;">BENT COUNTY Board of County Commissioners of Bent County</p> <p>DocuSigned by:  <small>8D757CA499FB474...</small></p> <p>By: Jean Sykes Commissioner</p> <p>Date: <u>February 17, 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: C9F8259C9E6E402...
 Leila Boulton OSC Delegate

Date: February 21, 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 CJ, 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)**

Lynda G. Moss
Bent County Clerk & Recorder



Tobe A. Wright Deputy ◆ P O Box 350 ◆ 725 Bent Ave ◆ Las Animas, Colorado 81054
Phone (719) 456-2009 ◆ Fax (719) 456-0375

December 13, 2022

Electronic Recording Technology Board
Grant Application

Dear Electronic Recording Technology Board,

The Bent County Clerk's office respectfully requests \$53,408.00 to help offset our annual recording maintenance and web hosting services.

We are a small rural county with a limited tax base and are currently struggling financially. This grant will help us keep moving forward in providing up to date services for our citizens.

In the past we have been lucky to receive grants from the board that have helped us update our equipment and digitize our old records, so we can provide on-line services to our customers. We have also used funds to purchase a large print scanner so we can digitize our old plat maps and be able to print full size maps. We would not have been able to accomplish these things without the grant funds.

Our Board of County Commissioners supports our application for the grant funds.

Thank you for your consideration of our grant application. If you have questions, please feel free to contact me at 719-456-2009 or lynda.moss@bentcounty.net.

Sincerely,



Lynda G Moss
Bent County Clerk

Electronic Recording Technology Fund Grant Application Form

General Information

County Name **Bent County**

County Clerk & Recorder Name **Lynda G. Moss**

Phone **719-456-2009**

Email **lynda.moss@bentcounty.net**

Alternant contact

Phone

Email

Mailing Address **725 Bent Ave**

City **Las Animas**

State **CO**

Zip **81054**

County Tier **V**

County budget cycle (calendar, fiscal) including dates
January 1 to December 31 (Calendar)

How many recordings do you do in a year? **1240**

How much do you collect of the \$1 Recording Technology Fee in an average year (over the last three years)?
Average of \$1,024.00 per year over the last 3 years,

How much money is in your technology fund?
Currently \$4,030.00 in the Surcharge fund

Recording Equipment Information

Is your county currently recording documents Electronically Manually

What is the age of your current software? **Last update in 8/2022**

What is the age of the equipment (hardware) for which you are applying? **Server is 4 years old and other equipment is 3 to 4 years old.**

What is the expected life of the software and hardware? **As long as maintained should be 5 to 7 years.**

What is the condition of your current software? **Good and Current with Technologies.**

What is the condition of the equipment (hardware) for which you are applying? **Good**

Who is your current vendor? **LEDS, LLC**

What product and version do you currently use? **Cash Tendering, eRecording, Recording, Web Hosting, and Document Management**

What is your current annual payment to your vendor and how is it calculated?

2022 Annual payments were \$10,156.00 Calculation basis on base recording fees and amount of data storage. 2022 Web Hosting and storage annual payment are \$8,400.00

How and what kind of hosting is done with any parts of your recording system?

Local equipment with county IT managing and maintaining. Both local and remote hosting is used for the recording documents, remote is used for 24/7 document searching. Internet Services are hosted off-site, including backup.

What is the term of your contract (dates) with your current vendor?

Current contract is through 2023, with LEDS, LLC.

What percentage of your documents have been digitized? **99%**
What percentage of your documents have been indexed? **95%**
What will the percentage be if this grant application is approved? **99%**

What percentage of your land documents are accessible online? **99%**
What will the percentage be if this grant application is approved? **99%**

Grant Information

Why are you applying for grant funds?
Since the County does not collect sufficient funds to fund the 2021/2022 recording system maintenance, Document Management System and the annual WEB Hosting services, the grant funds will be used to fund the 2021/2022 annual maintenance fees and updating the server and security

Amount of grant request (no funding requests involving expenditures past June 30, 2026).

\$53,408.00

What do you want to use the grant money for?
To pay the annual Licenses and maintenance fee's

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

If you are requesting grant funding for digitization and indexing, please 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.

N/A

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.

N/A

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?

The County plans on creating a separate fund similar to the eRecording Surcharge Fee's currently being used.

Will any monies from your technology fund be used for the purpose(s) contained in the grant request? If yes, how much? **Yes, \$2,500.00**

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

Will this be (or was this) a competitive bid process (RFP) or an upgrade to an existing system?

The county IT Department currently provides hardware competitive bids for hardware purchases through bids processed per current purchasing policies.

Will the grant award increase your annual maintenance costs? **No**

If so, do you have a long-term plan to budget for the increase?

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

All digitized records will be housed in multiple locations

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

Will comply with all existing rules.

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

YES

D) To provide for online public access to public records

YES, Through the iCounty Online search services

E) To assure that electronic filing systems used in different counties are similar so as to facilitate the submission and searching of electronic records.

YES

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.

Synda B Moss
Signature of County Clerk & Recorder

12/13/2022
Date

Bent County Colorado
Attachment A
of the Electronic Recording Technology Board
Grant Application
12/2022

1. The county would like to request funds for helping to offset the annual 2021, 2022 and 2023 recording maintenance and web hosting public access services. . The county will use grant funds to pay for annual maintenance cost for the Recording software and WEB Hosting Services.

2. Project Cost Summary

a) Total cost projected	\$55,908.00
b) Less County surcharge contribution	<u>-\$ 2,500.00</u>
c) Grant funds requested is	\$53,408.00

3. Detail Pricing

a) Core Recording and eRecording System for 2021	\$10,156.00
b) WEB Hosting Access and Storage for 2021	\$ 7,140.00
c) Core Recording and eRecording System for 2022	\$10,156.00
d) WEB Hosting Access and Storage for 2022	\$ 8,400.00
e) Core Recording and eRecording System for 2023	\$10,156.00
f) WEB Hosting Access and Storage for 2023	<u>\$ 9,900.00</u>
Total	\$55,908.00

4. Grant Core Goals
 - a) County does not collect sufficient fund to cover recording systems and expand features.
 - b) Bent County meets the sequencing of document between paper and electronic to ensure that document are received and processed in accordance with best practices and statutes.
 - c) The county system provides Web Hosting of off-site public document access and maintains backup of local recording files.
 - d) The county will continue to provide security and accuracy of public records.
 - e) The clerk's office provides electronic eRecordings submission with multiple submitters. Additional submitters can be added at no cost to the county if new ones request to submit.
 - f) The current recording systems and procedures are in place to provide redactions of documents as need to meet the public access requirements.

LEDS, LLC

3957 N Lazy K Dr., # 11 Castle Rock, CO 80104

December 12, 2022

Bent County Clerk and Recorder
Lynda Moss
725 Bent Ave
Las Animas, CO 81054

Dear Lynda,

The estimated Core Recording System, eRecording, Document Management and Web Hosting and Storage fee for the Public Access site is expected to be \$17,152 for 2021.

The estimated Core Recording System, eRecording, Document Management and Web Hosting and Storage fee for the Public Access site is expected to be \$18,556 for 2022.

The estimated Core Recording System, eRecording, Document Management and Web Hosting and Storage fee for the Public Access site is expected to be \$20,056 for 2023.

Please feel free to contact me if you have any questions, comment or concerns.

Sincerely,

John L Paulsen

John L. Paulsen
LEDS, LLC

Voice: 303-814-9043
FAX: 303-814-9045
E-Mail: leds@leds.org