



July 21, 2023

Bobbie Gross
Mesa County Clerk & Recorder
PO Box 20,000 Dept 5009
Grand Junction, CO 81501

Dear Clerk Gross:

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 \$448,080.00 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 2023-2024: \$448,080.00 Total Grant Amount for all State Fiscal Years: \$448,080.00 Total Grant Amount will be disbursed upon full execution of this Grant Award Letter.
Grantee Board of County Commissioners of Mesa County	CT, VAAA, 2024-2282 CMS # 185854
Grant Issuance Date The later of July 21, 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. <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. 	

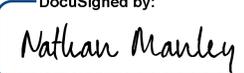
SIGNATURE PAGE

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>7C7BA4DED9A543F...</small></p> <p>By: Christopher Beall, Treasurer</p> <p>Date: August 10, 2023</p>	<p style="text-align: center;">MESA COUNTY Board of County Commissioners of Mesa County</p> <p>DocuSigned by:  <small>7381583A87A94F0...</small></p> <p>By: Bobbie Gross Clerk & Recorder</p> <p>Date: August 10, 2023</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: 66856696CCTA43A...
 Nathan Manley Central Contracts Specialist

Date: August 14, 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)**



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

- ⑥ 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.
- ⑥ 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.
- ⑥ 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.

⑥ 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 Mesa County

County Clerk & Recorder Name Bobbie Gross

Phone 970-244-1714

Email bobbie.gross@mesacounty.us

Alternant contact Melissa Salaver

Phone 970-244-1691

Email melissa.salaver@mesacounty.us

Mailing Address PO BOX 20,000 Dept 5009

City Grand Junction

State Co

Zip 81501

County Tier 3

County budget cycle (calendar, fiscal) including dates Jan 1 to Dec 31

How many recordings do you do in a year?

Average of 48,037 recordings for the last three years

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

We averaged \$55,158 a year for the last three years

How much money is in your technology fund?

\$247,852.00

Recording Equipment Information

Is your county currently recording documents Electronically Manually

What is the age of your current software? What is the age of the equipment (hardware) for which you are applying?
What is the expected life of the software and hardware?

Current Landmark software is 7 years old. The Recording staff is currently using 2 Canon Microfilm Scanner 3000, the units are approximately 17 years old, finding replacement parts are difficult. Computers being used are Dell Optiplex 790s running windows 10 64 bit, 3.10 Ghz i5 processor, 8GB Ram, and most have 256 GB Solid State Hard drives and approximately 12 years old. The monitors used are 19 to 22 inch range.



What is the condition of your current software? What is the condition of the equipment (hardware) for which you are applying?

Landmark software currently meets our needs. The Canon Microfilm Scanner 3000 are nearly obsolete and no longer to get parts for and will need to be replaced In the near future.
The Dell Optiplex computers are currently working well and will be replaced when necessary.

Who is your current vendor? What product and version do you currently use?

Pioneer Technology is our current vendor. The product is Landmark Version 1.5.141.0

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

\$16,230.71 Annual maintenance contract with Pioneer Technology Group. The maintenance contract is a 3 year optional renewal, with an annual review.

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

Primary software used is client (server) based and web version is hosted by Pioneer Technology Group.

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

Our current contract is with Pioneer Technology and continues through 2023

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

All documents back to March 1883 have been digitized. Documents digitized prior to 1968 suffer from poor quality images. Documents digitized prior to 1968 have not been Indexed.

This project will ensure we have the best quality of those images possible. There are also missing Images within the current set of images that will be corrected by completing this project. Corrections to the current index will also be performed during this project. This grant will allow all documents to be accessed online referenced by reception numbers.

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

All documents are accessible on-line referenced by reception number. However they are not referenced by book and page online requiring staff to pull and handle film or microfiche to find corresponding reception numbers for the book and page numbers. This grant will allow documents to be accessed online by reception number and will include the book and page numbers.

Grant Information

Why are you applying for grant funds?

To provide Mesa County with the high quality digital vault accessible to the public.

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

Total grant requested is \$448,080(this includes the \$40,000.00 that we will use from our technology fund) broken down in 3 phases. Marriage Documents are interspersed within the ranges to be converted. This is an estimate of the percentage of the total that is for Land Records.

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

Mesa County Recording is applying for the grant funds to enhance and update poor quality imaging of recorded documents for the years of 1883-1967. Our core goal is to have documents readily available to the public that are both local and out of state. The preservation of the older documents and film are vital and the more they are physically handled by the public, the quality continues to diminish.

This will be broken down by:

- Scan General Reception Records form books on-site= \$90,093.11
- Scan General Reception Records form Photostat books on-site = \$22,920.80
- Scan General Reception Records form Aperture Cards on-site+\$49,095.65
- Scan General Reception Records form microfiche off site \$108,702.44
- Scan General Reception Records form Micro jackets off-site \$36,085.63
- Scan General Reception Records form 16mm Roll film on-site \$141,182.37

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 pf 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.

We will be converting approximately 2.2M images from Microforms to digital format spanning years 1992 thru 2006. We expect approximately 3% of these pages will be marriage related. We are not asking for the marriage portion of the range. The vendor will bill Mesa County separately for marriage related documents which will be paid out of Mesa County Clerk and Recorder's budget.

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?

All Marriage document images will be billed separately from our vendor which will be paid by Mesa County. Mesa County manages many grant funds for multiple county departments using a cost center system. Mesa County finance codes different types of revenue to unique numbers that would indicate these are not general fund revenue.

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

Yes- \$40,000.00 of our current technology fund will be used in conjunction

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?

Initial competitive bids were taken into consideration at the beginning of the process in 2021. In 2021 we did obtain 3 proposals for said services.

Will the grant award increase your annual maintenance costs? If so, do you have a long-term plan to budget for the increase?

The grant award will not increase annual maintenance costs.

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

Mesa County is completing this project to ensure that any inaccuracies with the current set of data is corrected. This will guarantee that we have properly preserved the County records. Enhancing and upgrading the imaging of recorded documents will assure the continued preservation of public records. This is vital as the more they are physically handled and aged, the quality continues to diminish.

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

With a higher image quality Mesa County can ensure that any future steps for privacy(OCR of sensitive data) will have better results because each image is legible.

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.

A digital vault will become an online vault.

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

Mesa County will be following any state or federal standards on indexing to complete this project.

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.

Bobbie Gross

Signature of County Clerk & Recorder

5/11/2023

Date

Proposal to:

**Scan General Reception Records 1901-4085
from Books and Microfilm**

Presented to:

**Mesa County Clerk & Recorder
200 S Spruce Street
Grand Junction, CO 81501**

Presented by:

**US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607**

Eric Nejedly
Western Account Manager
enejedly@us-imaging.com
(303) 319-9457

April 12, 2023

US Imaging

April 12, 2023

Bobbie Gross
Mesa County Clerk & Recorder
200 S Spruce Street
Grand Junction, CO 81501

US Imaging, Inc. is pleased to present this proposal to scan General Reception Records from Books and Microfilm for Mesa County, CO. Our team will provide Mesa County with an unparalleled combination of county expertise and a proven conversion process which ensures system integrity and user satisfaction. US Imaging understands the scope of work required, the critical success factors, and the County's goals. US Imaging has become America's premier County Conversion Service for many reasons:

- **Experience** – US Imaging's staff has been converting images for over 47 years and has served over 970 Counties Nationwide.
- **County Focus** – US Imaging is not a generic conversion house – we know County records. US Imaging is the only conversion vendor in America to focus exclusively on County conversion services. We have proven expertise in scanning, indexing and archiving records from every County Department.
- **Bi-Tonal and Grayscale Capture** – US Imaging has standardized on 300dpi scanning and can provide images in both Black and White TIFF and Grayscale JPEG format.
- **3 Stage Process** – Our unique 3 stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- **Guaranteed accuracy** - US Imaging provides editing of 100% of the images at full original size and provides a detailed report of errors and poor quality images that required rescanning. While no conversion is 100% perfect, US Imaging will strive for perfection and will resolve any errors at no charge.
- **Image Enhancement** – Standard image enhancement includes automatic deskew and black border removal. Additional image enhancement includes our Rescanning poor quality images, manual adjustment of images with varying contrast and our unique Excess Border Removal process. All of these services reduce file size and provide the most legible images possible.
- **Backup** – US Imaging stores a backup of all digital and microfilm images in an ANSI Vault and can provide duplicating, rescanning, reformatting, or image enhancement of a single image on demand or a large group of images as requested.
- **Guaranteed Quality** – If the County is ever unsatisfied with any image or index, we will correct it for free.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (303) 319-9457 or e-mail enejedly@us-imaging.com.

Sincerely,



Eric Nejedly
Western Account Manager
US Imaging, Inc.

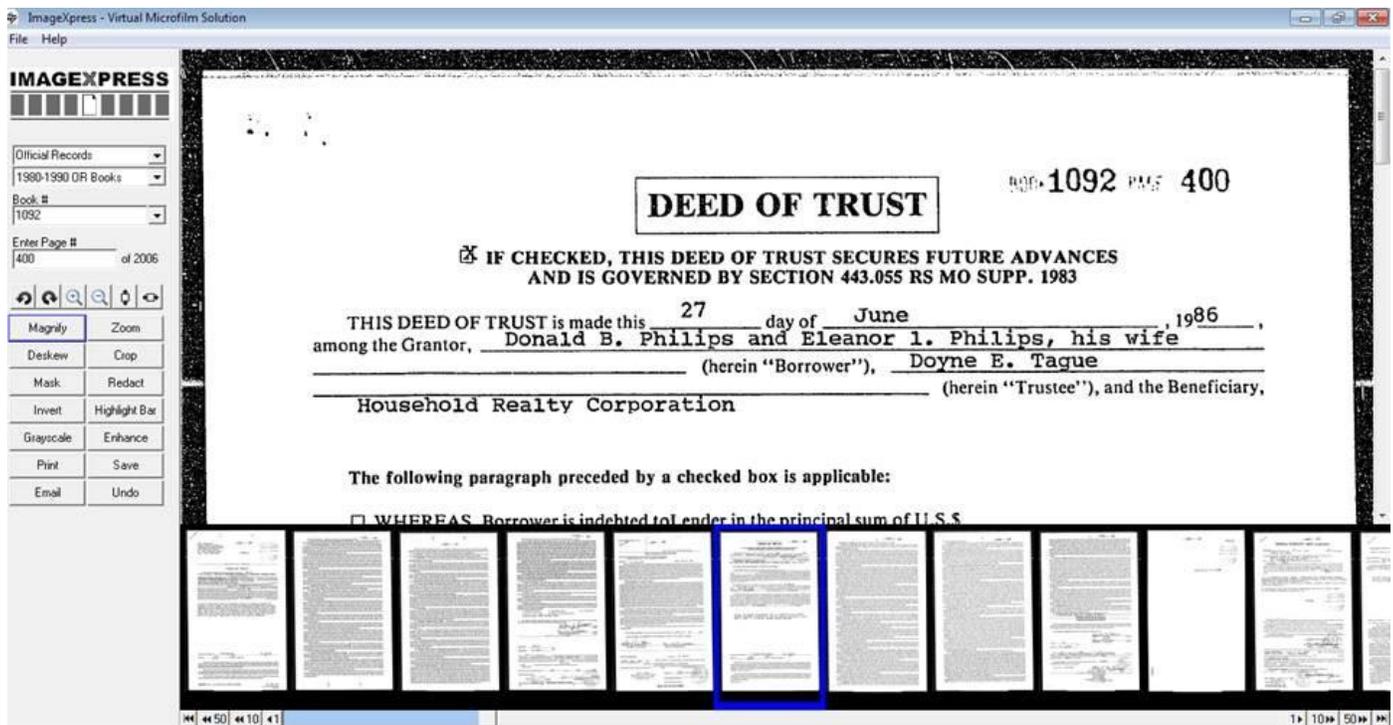
Mesa County Requirements:

- **Work Area** - County will provide a 12' x 18' space inside the County Building, near the vault with access 24 hours per day, 7 days a week, electricity, lighting, and heat/air to allow on-site scanning. If on-site time is less than 24/7, the time and investment to complete will change according to the hours and days access is available.
- **Hardware** – County will allocate sufficient hard drive storage to import TIFF images into the system.
- **Import** – County will work with system vendor, to import images into the imaging system.
- **Pilot** - County will inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy.
- **Poor Quality Image Report** – County will review images on the poor quality image report and approve the enhancement and indexing of Poor Quality images.

US Imaging Requirements:**Stage 1 – Capture & Pilot**

- **On-Site Scanning** – We will provide all necessary hardware, software, staff, project managers and mobile scan center to perform scanning at your facility 24 hours per day, 7 days a week. If on-site time is less than 24/7, the time and investment to complete will change according to the hours and days access is available.
- **Inventory** – US Imaging Staff will create an inventory report of all the media types for the entire range of images that require capture. This on-line report will be utilized to track the progress of the project from start to finish.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, we can sort or prep them for \$30.00 per hour. If pages are too fragile to handle, we will bring this to the County's attention and recommend a Book Restoration and Binding Company.
- **Book Handling** - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold two pages (left & right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders and books will be put back onto shelves in order.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain intact. Pages will be scanned on a book scanner at 300dpi and are saved as color JPEG images. Our Book Scanners will capture two pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages. US Imaging will scan the spine of each book to capture the date range.
- **Mechanical Book Scanning** – Handwritten, Typed and Photostat pages are removed from mechanical binders and are scanned in color at 300dpi and are saved as color JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time vertical lines appear to minimize file size and eliminate data from being covered up. US Imaging will scan the spine of each book to capture the date range.
- **On-Site Content Inspection** – After scanning, our on-site staff will inspect 100% of the pages as 1"x1.5" thumbnail images to confirm that no pages have been double fed, cut off, stretched, or contain scanner errors. Any pages with these issues will be rescanned at no charge before the on-site team leaves the premises. If pages are sequentially numbered within each book, our on-site staff will confirm that the quantity of images within each book directory matches the last page number within each book. If there are any mismatches between the number of images and number of pages, they will be corrected if present or noted in the production report. 100% of the JPEG and TIFF images will be thoroughly inspected for legibility and image quality as 12"x18" full size images in Stage 2.
- **Microfilm Inspection & Prep** – Each jacket, aperture card or rollfilm will be inspected for scratches, dirt, damaged film, broken channels, bent jackets, and density throughout each jacket, card, or roll. If Diazo copies are interfiled with silver film, the Diazo will be removed from the original filing system and stored in order in a separate Diazo filing system away from the silver jackets. If the microfilm is damaged or deteriorating from Vinegar Syndrome or Redox, we will notify Exelon and request different copies. If satisfactory copies do not exist, we will provide an estimate to correct the problem. All rollfilm will be removed and reloaded to their M-Cartridge post scan.
- **Microfilm Scanning** – Microfilm rolls, jackets and aperture cards are scanned in grayscale at 300dpi and saved as grayscale JPEG images that contain 256 shades of gray. The entire roll, jacket or card is scanned as single grayscale image and our sophisticated software extracts the individual pages into individual JPEG images. Touching pages are highlighted, and our operators can manually separate them as needed.

- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8-digit number and stored in folders named by the Document Type and Book number.
- **Auto-Crop & Deskew** - Each TIFF image will be automatically deskewed and solid black borders will be automatically cropped for optimum file compression. Despeckle is not performed on scanned images as it has a tendency to remove punctuation.
- **Automatic Polarity Reversal** – Each TIFF image will be automatically reversed so that black images with white text will be reversed to white images with black text. If Dual Polarity exists, it will be corrected in Stage 3.
- **Hard Drives** – All single page JPEG images will be copied to two sets of USB Hard Drive's. One set will be shipped to the County for review and on-site backup. One set will be stored at US Imaging for additional processing and off-site backup.
- **Pilot Images** – 1,000 images from each media change will be cropped, enhanced, grouped as documents, indexed by Document number or Book-Page number, and saved as multi-page TIFF's that can be easily viewed by any imaging viewer. We will e-mail a link, username, and password to download the Pilot Images from our FTP site.
- **ImageXpress** – We will provide a software utility called *ImageXpress* to allow the County to retrieve single page TIFF & JPEG images until final images from Stage 3 are completed and imported into the Recording System. End users can retrieve digital images in the same manner as they currently do from microfilm and books, only much faster! Digital images can be viewed at Fit to Height, Fit to Width, Zoomed, Deskewed, Cropped, Redacted, Masked, Inverted, and viewed in Black & White or Grayscale. Grayscale images can be adjusted lighter and darker and multiple pages can be selected for printing, saving, or e-mailing as TIFF, JPEG or PDF. A web-based version is also available if the County would prefer to host the images or have US Imaging host the images. Training will be provided via GoToMeeting at no charge.



Stage 2 – Crop, Double Inspect, Duplicate, Double Group & Double Index

- **Excess Border Removal** – Due to certain microfilm camera copy boards, page sizes, scratches on film and film formats, the automatic crop included in Stage 1 may leave large white borders, black borders, black lines, and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Single Image Inspection** – Both Color JPEG and Black & White Images will be displayed side by side on two 27” monitors as full size 8.5” x 14” images. Our staff will compare the Black & White TIFF to the Color JPEG to ensure that all extremely light and extremely dark data has been captured properly. They will also look for specific details such as party names, legal description, signatures, time-date stamps, and Book-Page numbers during this process. If any part of the TIFF image is considered illegible it will be added to the Poor-Quality Image Report. The problems to be identified include dark, light, cut off, blurry, “A” page, duplicate, missing, microfilm retake, and poor original.
- **Double Inspect & Verify** – Image quality is subjective, and we highly recommend a second opinion. 100% of the images will be inspected and reported a second time by a second inspector. The poor-quality images identified by the first inspector and the second inspector will be consolidated into one Poor Quality Image Report to guarantee the highest image quality possible.
- **Poor Quality Image Report** – US Imaging will provide a report on the USB Hard Drive of single page TIFF images that identifies the Book number, sequential TIFF image number and reason it has been flagged (light, dark, blurry, poor quality original, “A” Page, duplicate, missing, etc.) The poor-quality image report will identify the exact number of poor quality images, so the County can inspect, audit, and approve the quantity of images to be enhanced prior to the enhancement process.
- **Page Duplication** – Handwritten Books commonly have multiple documents on a single page. These pages are duplicated so that each document can have its own set of images. A 600-page handwritten book will typically contain 900 documents; thus 300 pages will be duplicated.
- **Auto-Group, Index & Verify** – During scanning images are captured as single images and stored in folders by each Book #. If Book-Page # or Document # and Page Quantity data is present in the County’s Computer Index, we can utilize this data to automatically group the pages together as documents and index them by the Book-Page #, Document # or both. After auto grouping and indexing our staff will confirm that the indexes match the images and if any mismatches are located, we will make the necessary adjustments to get the images and indexes back in sync. If errors are located in the County’s Computer Index, we will report them back to the County, so computer index corrections can be made.
- **Manually Group & Index** – Our staff will manually group individual images together as documents and index each document by the Document number (when available), or the Book-Page number of the first page of each new document when the document number is unavailable. Manual Grouping and indexing are done in a single pass and the accuracy will be approximately 98%.
- **Double Group, Index & Verify** – Manual grouping and Indexing is prone to human errors, and we highly recommend double grouping and indexing to eliminate them. 100% of the images will be grouped and indexed a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified, or corrected by a third indexer to guarantee the highest grouping and indexing accuracy possible.
- **USB Hard Drives** – All cropped, inspected, and indexed TIFF images will be copied to two sets of external USB Hard Drives. One set of images will be shipped to the County for review and on-site backup on new hard drives. One set of images will be copied to Stage 1 backup drives stored at US Imaging.

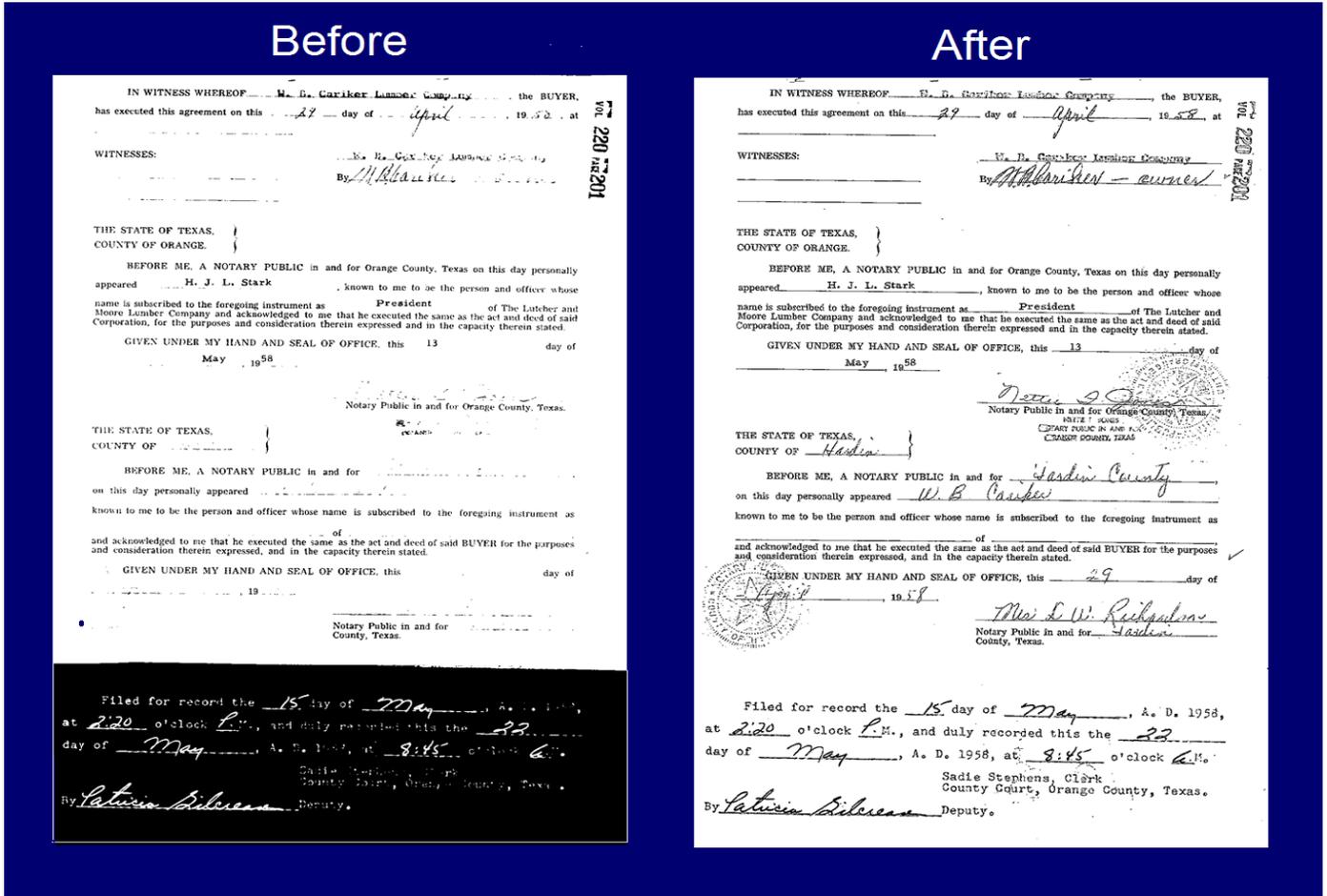
- ImageReview Software** - We will provide a reviewing software program called **ImageReview** that will allow the County to easily sort the Poor-Quality Report by Book-Page number or Poor-Quality Issue (light, dark, blurry, etc.). **ImageReview** can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. **ImageReview** will display the poor-quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. **ImageReview** highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, **ImageReview** exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.

The screenshot displays the 'Image Review' software interface. On the left, there is a table with columns for 'Book/Image', 'Issue', and 'ok'. The table contains six rows of image data. Below the table, it indicates 'Total 6 images'. On the right, a scanned document is visible, which is a notary public document for the State of Texas, County of Orange. The document is dated May 13, 2018, and is signed by H. J. L. Stark, Notary Public in and for Orange County, Texas. The document also includes a filing stamp at the bottom: 'Filed for record the 15 day of May, A. D. 1918, at 2:20 o'clock P. M., and duly returned this the 22 day of May, A. D. 1918, at 8:45 o'clock P. M. By Leticia Silveira, Deputy.'

	Book/Image	Issue	ok
1	0220/00000006.TIF	Dark	<input checked="" type="checkbox"/>
2	0220/00000080.TIF	Dark	<input checked="" type="checkbox"/>
3	0220/00000147.TIF	Dark	<input checked="" type="checkbox"/>
4	0220/00000201.TIF	Light	<input checked="" type="checkbox"/>
5	0220/00000265.TIF	Cut Off	<input checked="" type="checkbox"/>
6	0220/00000311.TIF	Dark	<input checked="" type="checkbox"/>

Stage 3 – Enhance & Format Images for Import

- **Image Enhancement** – US Imaging has the ability to adjust the black and white contrast of poor quality TIFF Images from the 256 shades of gray contained within the JPEG images. We will only enhance County approved images on the poor quality image report. We can adjust the contrast of the entire page or any specific area on a page to provide the most legible images possible.
- **Masking** – Pages with multiple documents on a page can have unwanted documents masked so only one document is visible at a time. Page numbers, page margins and overall format of the page will not be changed.
- **Marginal Notations** – Photostat Books commonly contain a white border around the black page. Book-Page number, Reference Book-Page number and Release information are commonly located in this white border and are called Marginal Notations. We have the unique ability to include these notations in the image and make all the background white and all the text and handwriting black.
- **Dual Polarity Correction** – The majority of Photostat pages are Black background with white text; however, some pages contain a mix where a portion of the page contains black background white text, and another portion contains white background with black text. US Imaging has the unique ability to correct this issue and adjust the background polarity, so the entire page contains white background with black writing. This will reduce storage space and will save a huge amount of toner when printing.
- **Rescanning** – In some cases, after all digital enhancement has been exhausted, US Imaging may return to the County to physically rescan media at different scanner settings to obtain a lighter or darker image. Return and rescanning will be performed at no additional charge to County.
- **Formatting** – US Imaging will format the images and indexes for the County’s Recording System.
- **Hard Drives** – All enhanced & formatted TIFF images will be copied to two sets of USB Hard Drive’s. One set will be shipped to the County for importing into the imaging system and on-site backup. One set will be stored at US Imaging for off-site backup.



Phase 4b: Estimated Investment to Scan General Reception Records 1901-2204 from Microfiche Off-Site**Microfiche**

303 Books	@	1,000 Pages per Book (Vols. 1901-2204 p165)	=	303,165 Images	
303,165 Images	@	60 Images per Fiche	=	5,053 Fiche	
51 Inches	@	9 Inches per Box	=	6 Boxes	
303,165 Images	@	10% Poor Quality Images	=	30,317 Poor Images	
303,165 Images	@	0% Multiple Documents per Page	=	0 Multi-Docs	
303,165 Images	@	0% Dual Polarity / Marginal Notations	=	0 Dual Polarity	
303,165 Images	@	400 Images per Gigabyte for Grayscale JPEG Format	=	758 GB for JPEG's	
303,165 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	76 GB for TIFF's	

Stage 1

1 Case	@	\$400.00 Per Case to Transport Microfilm to Saginaw, MI	=	\$400.00	
6 Boxes	@	\$3.00 Per Microfilm Box, 9"x6.5"x4	=	\$18.00	
303,165 Images	@	\$0.025 Per Image to Prep Fiche & Scan 300dpi JPEG	=	\$7,579.13	
303,165 Images	@	\$0.015 Per Image to Convert JPEG to B&W TIFF	=	\$4,547.48	
2 Drives	@	\$250.00 Per USB Hard Drive, Copying & Backup	=	\$500.00	20%
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment	=	<u>\$45.00</u>	\$13,089.60

Stage 2

303,165 Images	@	\$0.035 Per TIFF to Remove Excess Borders	=	\$10,610.78	
303,165 Images	@	\$0.035 Per TIFF to Single Inspect & Report to 98% Quality	=	\$10,610.78	
303,165 Images	@	\$0.035 Per TIFF to Double Inspect & Report to 100% Quality	=	\$10,610.78	
0 Images	@	\$0.035 Per TIFF to Duplicate Multi-Doc Pages	=	\$0.00	
303,165 Images	@	\$0.02 Per TIFF to Auto-Group & Index with Verification	=	\$6,063.30	
1 Drive	@	\$250.00 Per USB Hard Drive, Copying	=	\$250.00	58%
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment	=	<u>\$45.00</u>	\$38,190.63

Stage 3

30,317 Images	@	\$0.45 Per TIFF to Enhance & Replace Poor Quality	=	\$13,642.65	
0 Images	@	\$0.035 Per TIFF to Mask Unwanted Documents	=	\$0.00	
0 Images	@	\$0.035 Per TIFF to Reverse Dual Polarity	=	\$0.00	
0 Images	@	\$0.035 Per TIFF to Reverse Marginal Notations	=	\$0.00	
1 Case	@	\$400.00 Per Case to Return Transport Microfilm to County	=	\$400.00	
1 Drive	@	\$250.00 Per USB Hard Drive, Copying	=	\$250.00	22%
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment	=	<u>\$45.00</u>	\$14,337.65

Total Investment**\$65,617.88**

Phase 5: Estimated Investment to Scan General Reception Records 2204-2541 from Microfilm Jackets Off-Site**Microfilm Jackets**

337 Books	@	1,000 Pages per Book (Vols. 2204 p166 - 2541 p598)	=	338,433 Images	
338,433 Images	@	70 Images per Jacket	=	4,835 Fiche	
49 Inches	@	9 Inches per Box	=	6 Boxes	
338,433 Images	@	10% Poor Quality Images	=	33,844 Poor Images	
338,433 Images	@	0% Multiple Documents per Page	=	0 Multi-Docs	
338,433 Images	@	0% Dual Polarity / Marginal Notations	=	0 Dual Polarity	
338,433 Images	@	400 Images per Gigabyte for Grayscale JPEG Format	=	847 GB for JPEG's	
338,433 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	85 GB for TIFF's	

Stage 1

1 Case	@	\$400.00 Per Case to Transport Microfilm (Incl. in Phase 4b)	=	\$0.00	
6 Boxes	@	\$3.00 Per Microfilm Box, 9"x6.5"x4"	=	\$18.00	
338,433 Images	@	\$0.025 Per Image to Prep Jacket & Scan 300dpi JPEG	=	\$8,460.83	
338,433 Images	@	\$0.015 Per Image to Convert JPEG to B&W TIFF	=	\$5,076.50	
2 Drives	@	\$250.00 Per USB Hard Drive, Copying & Backup (Incl. in Phase 4b)	=	\$0.00	19%
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment (Incl. in Phase 4b)	=	<u>\$0.00</u>	\$13,555.32

Stage 2

338,433 Images	@	\$0.035 Per TIFF to Remove Excess Borders	=	\$11,845.16	
338,433 Images	@	\$0.035 Per TIFF to Single Inspect & Report to 98% Quality	=	\$11,845.16	
338,433 Images	@	\$0.035 Per TIFF to Double Inspect & Report to 100% Quality	=	\$11,845.16	
0 Images	@	\$0.035 Per TIFF to Duplicate Multi-Doc Pages	=	\$0.00	
338,433 Images	@	\$0.02 Per TIFF to Auto-Group & Index with Verification	=	\$6,768.66	
1 Drive	@	\$250.00 Per USB Hard Drive, Copying (Incl. in Phase 4b)	=	\$0.00	60%
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment (Incl. in Phase 4b)	=	<u>\$0.00</u>	\$42,304.13

Stage 3

33,844 Images	@	\$0.45 Per TIFF to Enhance & Replace Poor Quality	=	\$15,229.80	
0 Images	@	\$0.035 Per TIFF to Mask Unwanted Documents	=	\$0.00	
0 Images	@	\$0.035 Per TIFF to Reverse Dual Polarity	=	\$0.00	
0 Images	@	\$0.035 Per TIFF to Reverse Marginal Notations	=	\$0.00	
1 Case	@	\$400.00 Per Case to Return Transport Microfilm (Incl. in Phase 4b)	=	\$0.00	
1 Drive	@	\$250.00 Per USB Hard Drive, Copying (Incl. in Phase 4b)	=	\$0.00	21%
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment (Incl. in Phase 4b)	=	<u>\$0.00</u>	\$15,229.80

Total Investment**\$71,089.25**

Phase 6: Estimated Investment to Scan General Reception Records 2541-4085 from 16mm Rollfilm On-Site**Microfilm Cartridges (Document #1884892-229935)**

1,544 Books	@	1,000 Pages per Book (Vols. 2541 p599 - 4085 p606)	=	1,545,007 Pages	
1,545,007 Images	@	3,200 Images per Roll	=	483 Rolls	
1,545,007 Images	@	9% Poor Quality Images	=	139,051 Poor Images	
1,545,007 Images	@	0% Multiple Documents per Page	=	0 Multi-Docs	
1,545,007 Images	@	0% Dual Polarity / Marginal Notations	=	0 Dual Polarity	
483 Rolls	@	10 Rolls Scanned per Hour (1 Scanner)	=	49 On-Site Hours	
49 Hours	@	22 Hours Per Day with 24 Hour Access	=	3 On-Site Days	
1,545,007 Images	@	400 Images per Gigabyte for Grayscale JPEG Format	=	3,863 GB for JPEG's	
1,545,007 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	387 GB for TIFF's	

Stage 1

3 Case	@	\$300.00 Per Case, Microfilm Shipment	=	\$900.00	
1,545,007 Images	@	\$0.025 Per Image to Scan 300dpi JPEG	=	\$38,625.18	
1,545,007 Images	@	\$0.015 Per Image to Convert JPEG to B&W TIFF	=	\$23,175.11	
2 Drives	@	\$250.00 Per USB Hard Drive, Copying & Backup	=	\$500.00	20%
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment	=	<u>\$45.00</u>	\$63,245.28

Stage 2

1,545,007 Images	@	\$0.035 Per TIFF to Remove Excess Borders	=	\$54,075.25	
1,545,007 Images	@	\$0.035 Per TIFF to Single Inspect & Report to 98% Quality	=	\$54,075.25	
1,545,007 Images	@	\$0.035 Per TIFF to Double Inspect & Report 100% Quality	=	\$54,075.25	
0 Images	@	\$0.035 Per TIFF to Duplicate Multi-Doc Pages	=	\$0.00	
1,545,007 Images	@	\$0.02 Per TIFF to Auto-Group & Index with Verification	=	\$30,900.14	
1 Drive	@	\$250.00 Per USB Hard Drive, Copying (Incl. in Phase 4b)	=	\$0.00	61%
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment (Incl. in Phase 4b)	=	<u>\$0.00</u>	\$193,125.88

Stage 3

139,051 Images	@	\$0.45 Per TIFF to Enhance & Replace Poor Quality	=	\$62,572.95	
0 Images	@	\$0.035 Per TIFF to Mask Unwanted Documents	=	\$0.00	
0 Images	@	\$0.035 Per TIFF to Reverse Dual Polarity	=	\$0.00	
0 Images	@	\$0.035 Per TIFF to Reverse Marginal Notations	=	\$0.00	
1 Drive	@	\$250.00 Per USB Hard Drive, Copying (Incl. in Phase 4b)	=	\$0.00	20%
1 Shipment	@	\$45.00 Per USB Hard Drive Shipment (Incl. in Phase 4b)	=	<u>\$0.00</u>	\$62,572.95

Total Investment**\$318,944.11**¹Travel Fee is discounted; on-site scanning will be scheduled for when USI is in the geographical area.

ACCEPTANCE AND AUTHORIZATION:

All services and prices are valid for one year from the quote date unless otherwise extended and agreed upon by US Imaging and the County. The proposed quantities above are estimated, invoiced quantities will be actual. Invoices will be issued at the completion of each Stage or Hard Drive shipment.

All hard drives, images and indexes are the exclusive property of the County. US Imaging will not reproduce or distribute County images and/or indexes to any other entity without the County's express permission.

During the term of this agreement, US Imaging, Inc. agrees to extend quoted per item prices, terms and conditions to all Government Agencies that may benefit from Cooperative Purchasing as applicable by their local and state regulations.

Mesa County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Mesa County agrees to pay US Imaging, Inc. the total amount due within 30 days from the date of invoice.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

Accepted by:

Bobbie Gross
 Clerk & Recorder
 Mesa County
 200 S Spruce Street
 Grand Junction, CO 81501

Signature: *Bobbie Gross*

Date: 5/11/2023

Accepted by:

Eric Nejedly
 Western Account Manager
 US Imaging, Inc.
 400 S. Franklin Street
 Saginaw, MI 48607

Signature: *Eric Nejedly*

Date: April 12, 2023

Please Check the Approved Phase(s):

		<u>Full Services</u>
Phase 4b: Scan General Reception Records 1901-2204 from Microfiche Off-Site	=	_____ \$65,617.88
Phase 5: Scan General Reception Records 2204-2541 from Jackets Off-Site	=	_____ \$71,089.25
Phase 6: Scan General Reception Records 2541-4085 from Rollfilm On-Site	=	_____ <u>\$318,944.11</u>
Total Investment	=	<u>\$455,651.24</u>