



# ELECTRONIC RECORDING TECHNOLOGY BOARD

October 19, 2023

Cristy Sulewski  
Ouray County Clerk & Recorder  
PO Box C  
Ouray, CO 81427

Dear Clerk Sulewski:

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 \$153,096.00 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](mailto: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](mailto: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](mailto: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**

<p><b>State Agency</b> Electronic Recording Technology Board, Colorado Department of State</p>	<p><b>Grant Amount</b> State Fiscal Year 2023-2024: \$153,096.00  <b>Total Grant Amount for all State Fiscal Years:</b> \$153,096.00</p>
<p><b>Grantee</b> Board of County Commissioners of Ouray County</p>	<p>Total Grant Amount will be disbursed upon full execution of this Grant Award Letter.</p>
<p><b>Grant Issuance Date</b> The later of October 19, 2023 or the date the State Controller or an authorized delegate signs this Grant Letter</p>	
<p><b>Grant Expiration Date</b> June 30, 2026</p>	
<p><b>Grant Authority</b> §§ 24-21-401 et seq., C.R.S., particularly § 24-21-404, C.R.S.</p>	<p>CT, VAAA, ERTB, 2024-2933 CMS 187470</p>
<p><b>Grant Purpose</b> 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).</p>	
<p><b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Grant:</p> <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work.</li> </ol> <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"> <li>1. The provisions of the other sections of the main body of this Grant.</li> <li>2. Exhibit A, Statement of Work.</li> </ol>	

**SIGNATURE PAGE**

**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared Polis, Governor Jena Griswold, Secretary of State Electronic Recording Technology Board (ERTB)</p> <p>DocuSigned by: <i>Christopher Beall</i> 7C7BA4DE09A543F...</p> <p>By: Christopher Beall, Treasurer</p> <p>Date: <u>November 15, 2023</u></p>	<p style="text-align: center;"><b>OURAY COUNTY</b> Board of County Commissioners of Ouray County</p> <p>DocuSigned by: <i>Cristy Sulewski</i> 958BE5501DA24B3...</p> <p>By: Cristy Sulewski County Clerk</p> <p>Date: <u>November 15, 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:  
*Nathan Manley*  
66856696CC1A43A...

By: Nathan Manley Central Contracts Specialist

Date: November 16, 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](mailto: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)**



## *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, 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).

### *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](http://www.ertb.org) by the first business day of the month. PDF applications can be emailed to [ERTB.Grants@Coloradosos.gov](mailto: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](mailto: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.

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](mailto:ERTB.Grants@Coloradosos.gov).
- Counties must be current and timely on their transmission of Recording Technology Fees to the Fund. Counties may submit comments to the Electronic Recording Technology Board for exceptions due to factors outside their control.
- The County agrees to maintain recordkeeping that provides a complete audit trail of funds received and expended, and the County agrees to cooperate and participate in any audits conducted under authority of the Electronic Recording Technology Board or the Colorado State Auditor. The County must maintain an accounting system and financial records that accurately account for the receipt and disbursement of Grant Funds. For this purpose, the county may use either general ledger fund accounting that tracks Grant Funds separately from other County funds, or use a tracking spreadsheet. All payments and expenditures must be tracked. Each expenditure must be classified by budget category, such as Personnel, Supplies and Operating, Travel, Equipment and Professional Services. All financial records must be supported by source documentation (such as invoices, time sheets, etc.).
- Counties may apply for reimbursement of funds that have already been expended if the expenditure establishes, maintains, improves or replaces a County Electronic Filing System as defined in 24-21-404 (2) and meets the core goals listed on Page 2. Additionally, the expenditure of funds must have taken place after the effective date of SB 16-115, June 10, 2016. Counties must provide proof of purchase.
- Counties may apply for funding to hire temporary staff for the completion of an eligible project. Counties must provide a closed quote and a statement of work.
- Counties may apply for funds more than one time.
- Any applications that are not completely filled out will be returned to the county and can be resubmitted once completed. All application questions should be answered, even if they do not pertain to the specific grant request. Part of the Board's function is to gather information about hardware and software used by counties.
- Counties should include any invoices or proposals if applicable.
- The Electronic Recording Technology Board reserves the right to partially fund a grant request.
- County tiers in the application refers to the classes listed in statute 30-1-101 and provided below:



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

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

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

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

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

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

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

## ELECTRONIC RECORDING TECHNOLOGY FUND GRANT APPLICATION CHECKLIST

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

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

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

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

**Electronic Recording Technology Fund  
Grant Application Form**

General Information		
County Name: <b>Ouray County</b>		
County Clerk & Recorder Name: <b>Cristy Lynn Sulewski</b>		
Phone: <b>970-325-4961</b>	Email: <b>csulewski@ourayco.gov</b>	
Alternant contact		
Phone	Email	
Mailing Address: <b>P.O. Box C; 541 4th Street</b>		
City: <b>Ouray</b>	State: <b>CO</b>	Zip: <b>81427</b>
County Tier <b>4</b>		
County budget cycle (calendar, fiscal) including dates <b>Calendar Year: January 1 - December 31</b>		
How many recordings do you do in a year? <b>7,592 in 2022</b>		
How much do you collect of the \$1 Recording Technology Fee in an average year (over the last three years)? <b>About \$5,700.00</b>		
How much money is in your technology fund? <b>\$140,000.00 this includes the last grant given to us for the back indexing that is currently being done by US Imaging. They are billing us as the work gets completed.</b>		
Recording Equipment Information		
Is your county currently recording documents <input checked="" type="checkbox"/> Electronically <input checked="" type="checkbox"/> Manually		
What is the age of your current software? <b>5 years</b> What is the age of the equipment (hardware) for which you are applying? <b>No new hardware</b> What is the expected life of the software and hardware? <b>Cloud based</b>		
What is the condition of your current software? <b>Working</b> What is the condition of the equipment (hardware) for which you are applying? <b>N/A</b>		
Who is your current vendor? <b>Sauls Creek</b> What product and version do you currently use? <b>The County Recorder</b>		
What is your current annual payment to your vendor and how is it calculated? <b>\$12,000.00</b>		
How and what kind of hosting is done with any parts of your recording system? <b>Currently installed on premise in county facilities.</b>		
What is the term of your contract (dates) with your current vendor? <b>Ends October 2023, but we will extend as long as needed to allow Tyler to get our data updated.</b>		
What percentage of your documents have been digitized? <b>100%</b> What percentage of your documents have been indexed? <b>30% currently we have a project working to index all</b> What will the percentage be if this grant application is approved?		



What percentage of your land documents are accessible online? **30% are searchable currently**  
 What will the percentage be if this grant application is approved?

**Grant Information**

Why are you applying for grant funds?

- **To procure a more modern software system with an easy to use interface for both my staff and the public.**
- **To add new functionality that will increase my eRecordings and provide additional revenue.**
- **Also to work with a vendor that has long-term plans for the next 10-20 years.**
- **To supplement the county technology fund.**

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

**\$153,096**

See below:

Product	One Time Costs	Annual Fee	Total Grant Request YR 1. 2023-2024 YR 2. 2024-2025 YR 3. 2025-2026*
Records Management powered by Eagle software (RM), including: <ul style="list-style-type: none"> <li>• Land &amp; Vital records</li> <li>• Records Public Access</li> <li>• eRecording</li> <li>• Tyler Payments</li> <li>• eMarriage</li> <li>• Fraud Notify</li> <li>• Historical Index</li> <li>• Recording Access</li> <li>• Vitals Access</li> <li>• eCertification</li> <li>• Hosting Services</li> <li>• Payments Lane 3000 Terminal</li> </ul>			
RM Hosted Annual Fee (Oct 1, 2023 - Sept 30, 2024)		<b>\$31,564</b>	<b>\$86,801</b>
RM Implementation	<b>\$ 64,200</b>		<b>\$64,200</b>
Hardware - 5 credit card terminals	<b>\$ 2,095</b>		<b>\$ 2,095</b>
*Year 3 pro-rated to June 30,2026			
<b>Total:</b>			<b>\$153,096</b>

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?

**Install a new system to offer enhanced functionality and services including but not limited to:**

- **Become GAAP compliant.**
- **Retain 100% of on-line fees**
- **Correct receipts**

- **Fraud Notification**
- **OCR**
- **Unlimited public access**
- **Multi-lingual public access**
- **Disaster Recovery**
- **Cyber Security**
- **Automate receipt of mining claims**
- **Increase eRecordings**

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.

**The new system would be hosted in a data center with a fully redundant remote data center. This would remove the storage of the records from servers in the county. It will provide a more secure hosting operation with backups for the records, redundancies for power, cyber security protections that the County does not currently have and 24/7/365 Network Operations Center (NOC) monitoring of our system.**

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?

**Grant funds are held in a separate fund from any other money or grants**

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

If no, explain the plans for the use of your technology fund. **US Imaging is working on our back indexing. They are invoicing us small bits at a time while they are working.**



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

**We met with vendors at the Summer Conference and reviewed available systems that are used in Colorado. After a demonstration of features and benefits, we determined the Tyler system would best meet the needs for our office and our county, which uses other Tyler software. It all works together.**

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

**The Tyler system will allow us to bring in additional revenue through the Recording Access functionality.**

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

- 1. Having our records hosted in an off-site data center will provide addition cyber security protections that the county does not currently have.**
- 2. The Recording Access functionality allows the public to enter in their own recording information, minimizing potential errors in a transfer of information and increasing accuracy and speed of recording.**
- 3. Data Center redundancy and backups will insure preservation of public records in the case of a catastrophic event.**

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

- Confidentiality is of utmost concern to us. Our current system does provide for redaction of personal information but is it not an easy process. The new system allows for easy redaction of all PPI.**
- We can also make any documents confidential as needed.**
- The Tyler system is compliant with all PCI/PA-DSS Standards making it reliable and secure.**

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

**We have always been very careful about recording documents in the order they are received. We will continue to uphold this standard. I do not see a change in this process. A feature in the new system called UFN (Unused File Number) will assist in maintaining the sequence of document numbers in the case of a voided document.**

D) To provide for online public access to public records

**The new Records Public Access web portal is an intuitive interface that can be accessed from any device – desktop, laptop, tablet or mobile/smartphone. Most people, especially younger people, try to look things up on their phone first before they do anything else. This new system will allow them to do that easily. That should reduce trips and phone calls to the office.**

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

searching of electronic records.

**The Tyler eRecording system works with Simplifile and CSC, just like all counties in Colorado.**

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



\_\_\_\_\_  
Signature of County Clerk & Recorder

\_\_\_\_\_  
Date

09/12/2023



Quoted By:  
Quote Expiration:  
Quote Name:

Glen Snider  
1/1/24  
Ouray County Clerk SaaS Explx

**Sales Quotation For:**

Ouray County  
541 4th Street  
Ouray, CO 814270683  
Phone: +1 (970) 325-7263

**Tyler Software**

Description	# of Years	Annual Fee
<b>Records Management</b>		
<b>Software</b>		
Recorder Base		
Full Seat License [5]		
eRecording		
Records Public Access		
Ecommerce		
EMarriage		
Fraud Guard		
Historical Index		
PDF Viewer		
Recording Access		
<b>TOTAL</b>	<b>5</b>	<b>\$ 30,664</b>

**Transaction Fees**

Description	Transaction Fees
eCertification	\$ 3.00
Payments Core POS	
Payments Core	
Vitals Access	\$ 4.00
Recording Access	\$ 3.00

**Professional Services**

Description	Extended Price	Maintenance
<b>Records Management</b>		
Project Management		
Business Process Review		
Initial Software Installation		
Conversion		
UAT/Conversion Review		
Implementation		
Training		
Go Live		
Records Public Access Package		
eRecording		
Fraud Guard		
Historical Index		
Recording Access Service		
<b>Eagle</b>		
Vitals Access Service		
eCertification Service		
	Total Hours	349
	<b>TOTAL</b>	<b>\$ 64,200</b>
		<b>\$ 0</b>

**Third-Party Hardware, Software and Services**

Description	Quantity	Total Price	Total Maint.
<b>Tyler One</b>			
Payments Annual PCI Fee	5	\$ 0	\$ 900
Payments Lane 3000 Terminal Purchase	5	\$ 2,095	\$ 0
<b>TOTAL</b>		<b>2,095</b>	<b>\$ 900</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 30,664
Total Tyler Services	\$ 64,200	\$ 0
Total Third-Party Hardware, Software, Services	\$ 2,095	\$ 900
<b>Summary Total</b>	<b>\$ 66,295</b>	<b>\$ 31,564</b>
<b>Contract Total</b>	<b>\$ 97,859</b>	

**Comments**

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.