



March 29, 2024

Joan Lopez
Arapahoe County Clerk & Recorder
5334 S. Prince Street
Littleton, CO 80120

Dear Clerk Lopez:

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 \$508,288.80 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

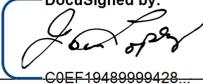
Electronic Recording Technology Board

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: \$508,288.80 Total Grant Amount for all State Fiscal Years: \$508,288.80 Total Grant Amount will be disbursed upon full execution of this Grant Award Letter.
Grantee Board of County Commissioners of Arapahoe County	
Grant Issuance Date The later of March 29 ,2024 or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date June 30, 2026	CT, VAAA, ERTB, 2024-3946 CMS# 190765
Grant Authority §§ 24-21-401 et seq., C.R.S., particularly § 24-21-404, C.R.S.	
Grant Purpose By statute, Grant Funds are awarded to establish, maintain, improve, or replace a County’s electronic filing system. The purpose of this grant is described more fully in the County’s grant application (Exhibit A, Statement of Work).	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> 1. The provisions of the other sections of the main body of this Grant. 2. Exhibit A, Statement of Work. 	

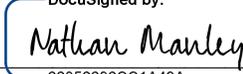
SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p align="center">STATE OF COLORADO Jared Polis, Governor Jena Griswold, Secretary of State Electronic Recording Technology Board (ERTB)</p> <p>DocuSigned by:  _____ By: Christopher Beall, Treasurer</p> <p>Date: <u>April 16, 2024</u></p>	<p align="center">ARAPAHOE COUNTY Board of County Commissioners of Arapahoe County</p> <p>DocuSigned by:  _____ By: Joan Lopez, Arapahoe County Clerk & Recorder</p> <p>Date: <u>April 16, 2024</u></p>
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In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

DocuSigned by:

 By: _____
 Nathan Manley Controller Delegate

Date: April 17, 2024

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. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Grant shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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.

16. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

References to “Contractor” and “Contract” within this section shall mean “Grantee” and “Grant” respectively.

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its 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.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required

by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall 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. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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

							Status
EST			\$38,050.00	Travel & On-Site Scan with 24-Hour Access	=	\$38,050.00	Completed
Phase 1							
Scan and Process 1980-1995 General Records from Rolls							
Stage 1							
2,651	Rolls	@	\$2.50	Per Roll to Inspect/Clean/Repair Splices	=	\$6,627.50	Completed
3,257,600	Images	@	\$0.02	Per 35mm Image to Scan 300dpi JPEG	=	\$48,864.00	
864,000	Images	@	\$0.01	Per 16mm Image to Scan 300dpi JPEG	=	\$8,640.00	
4,121,600	Images	@	\$0.01	Per Image to Convert JPEG to B&W TIFF	=	\$20,608.00	
2	Drives	@	\$250.00	Per USB Hard Drive, Copying & Backup	=	\$500.00	
1	Shipment	@	\$25.00	Per USB Hard Drive Shipment	=	\$25.00	
Total Scanning Investment						\$85,264.50	
Stage 2							
4,121,600	Images	@	\$0.03	Per TIFF to Remove Excess Borders	=	\$103,040.00	Completed ERTB Grant # 1 / Invoice # 20423 (\$465,362.11) and 21189 (\$28,090.34) for a total \$493,452.45
4,121,600	Images	@	\$0.03	Per TIFF to Inspect & Report Quality	=	\$103,040.00	
4,121,600	Images	@	\$0.02	Per TIFF to Auto Group & Index	=	\$82,432.00	
1	Drive	@	\$250.00	Per USB Hard Drive, Copying	=	\$250.00	
1	Shipment	@	\$25.00	Per USB Hard Drive Shipment	=	\$25.00	
Stage 3							
329,728	Images	@	\$0.35	Per Image to Enhance & Replace Poor Quality	=	\$115,404.80	
1	Drive	@	\$250.00	Per USB Hard Drive, Copying	=	\$250.00	
1	Shipment	@	\$25.00	Per USB Hard Drive Shipment	=	\$25.00	
Total ERTB Investment						\$404,466.80	
Stage 1							
Phase 1a							
Scan 1861-1979 Grantor / Grantee Index Books							
259,200	Images	@	\$0.19	Per Image to Scan & Inspect 300dpi JPEG	=	\$49,248.00	Completed
259,200	Images	@	\$0.01	Per Image to Convert JPEG to B&W TIFF	=	\$2,592.00	
2	Drives	@	\$250.00	Per USB Hard Drive, Copying & Backup	=	\$500.00	
1	Shipment	@	\$25.00	Per USB Hard Drive Shipment	=	\$25.00	
Total Scanning Investment						\$52,365.00	
Stage 2							
Phase 2a							
Process 1861-1979 Grantor / Grantee Index Books							
259,200	Images	@	\$0.03	Per Image to Remove Excess Borders	=	\$6,480.00	Completed ERTB Grant # 1 / Invoice # 22868 (\$28,774.96)
259,200	Images	@	\$0.03	Per Image to Inspect & Report Quality	=	\$6,480.00	
259,200	Images	@	\$0.02	Per Image to Group & Index Pages	=	\$3,888.00	
Stage 3							
25,920	Poor Images	@	\$0.35	Per Image to Enhance & Replace Poor Quality	=	\$9,072.00	
Total ERTB Investment						\$25,920.00	

Stage 1	Phase 1c			<u>Scan 1861-1966 General Reception Records from Books</u>			
112,000	Images	@	\$0.18	Per Bound Image to Scan & Inspect 300dpi JPEG	=	\$20,160.00	Completed
16,000	Images	@	\$0.06	Per Mechanical Image to Scan & Inspect 300dpi JPEG	=	\$960.00	
867,600	Images	@	\$0.06	Per Photostat Image to Scan & Inspect 300dpi JPEG	=	\$52,056.00	
995,600	Images	@	\$0.01	Per Image to Convert JPEG to B&W TIFF	=	\$9,956.00	
Total Scanning Investment					=	\$83,132.00	
Stage 2	Phase 2c			<u>Process 1861-1966 General Reception Records</u>			ERTB Grant # 2
995,600	Images	@	\$0.03	Per TIFF to Remove Excess Borders	=	\$24,890.00	
995,600	Images	@	\$0.03	Per TIFF to Inspect & Report Quality	=	\$24,890.00	
70,000	Images	@	\$0.01	Per TIFF to Duplicate TIFFs	=	\$700.00	
1,065,600	Images	@	\$0.03	Per TIFF to Manually Group & Index	=	\$26,640.00	
1,065,600	Images	@	\$0.03	Per TIFF to Double Group, Index & Verify	=	\$26,640.00	
Stage 3							
199,120	Images	@	\$0.35	Per Image to Enhance & Replace Poor Quality	=	\$69,692.00	
49,780	Images	@	\$0.03	Per TIFF to Reverse Dual Polarity / Notations	=	\$1,244.50	
Total Investment					=	\$174,696.50	
Stage 1	Phase 1b			<u>Scan 1966-1979 General Reception Records from Rollfilm</u>			Completed
749	Rolls	@	\$2.50	Per Roll to Inspect/Clean/Repair Splices	=	\$1,872.50	
1,198,400	Images	@	\$0.02	Per 35mm Image to Scan 300dpi JPEG	=	\$17,976.00	
0	Images	@	\$0.01	Per 16mm Image to Scan 300dpi JPEG	=	\$0.00	
1,198,400	Images	@	\$0.01	Per Image to Convert JPEG to B&W TIFF	=	\$5,992.00	
Total Scanning Investment					=	\$25,840.50	
Stage 2	Phase 2b			<u>Process 1966-1979 General Reception Records</u>			Completed County Technology Funds - Invoice # 21189 (\$177,979.20) - Seeking reimbursement as part of ERTB Grant # 2
1,198,400	Images	@	\$0.03	Per TIFF to Remove Excess Borders	=	\$29,960.00	
1,198,400	Images	@	\$0.03	Per TIFF to Inspect & Report Quality	=	\$29,960.00	
1,198,400	Images	@	\$0.03	Per TIFF to Manually Group & Index	=	\$29,960.00	
1,198,400	Images	@	\$0.03	Per TIFF to Double Group, Index & Verify	=	\$29,960.00	
Stage 3							
179,760	Images	@	\$0.35	Per Image to Enhance & Replace Poor Quality	=	\$62,916.00	
Total Investment					=	\$182,756.00	
Land Records*	Phase 3a			<u>1966-1979 General Reception Records</u>			ERTB Grant # 2
798,933	Documents	@	\$0.19	Index Grantor & Grantee, Doc Type, Date	=	\$151,797.27	

Projected Total Cost	<u>\$1,224,288.57</u>
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AGREEMENT FOR SERVICES

Project Number or Name: Digitization and Indexing of Historical Recorded Documents

THIS AGREEMENT is entered into as of the 30th day of August , 2021 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the “County”) and US Imaging, Inc. (hereinafter referred to as the “Contractor”).

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County’s policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. **General Terms and Conditions.**

A. **Termination of Agreement.** The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. **Changes.** The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. **Assignability or Subcontracting.** Any assignment, transfer, or subcontracting of the Contractor’s rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement is prohibited, unless written consent is obtained from the County.

D. **Audit.** The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor’s performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any

documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers, and records which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Code of Ethics.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or

2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, in its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Contractor shall not use the e-verify or Department programs to undertake pre-employment screening of job applicants while this Agreement is being performed.

5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Contractor violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. Insurance. In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) **Workers' Compensation Insurance:** The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 each employee for disease
 - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

2) **Commercial General Liability:** The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors only
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

3) **Automobile Liability:** The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection with this Agreement:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

6. Insurance Certificates.

A. The Contractor shall, at the time of executing the Agreement, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. Indemnification. The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant

to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. Independent Contractor. The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 4 of Exhibit A.

10. Extent of Agreement. This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the County and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 5/21/2018)

CONTRACTOR: US Imaging, Inc.

By: *Alicia Floyd*
(Signature)

Name: Alicia Floyd

Title: National Contract Specialist

Signed this ____ day of _____, _____

State of Colorado)
County of _____)

Subscribed and sworn to before me this ____ day of _____, _____

By _____.

My commission expires _____.

Notary Public

S E A L

ATTEST: Clerk to the Board

Karl F Herrmann
Deputy Clerk and Recorder

ARAPAHOE COUNTY

By: *[Signature]*
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: 9-27-21

EXHIBIT A to Agreement between the County and U.S. Imaging.

Project Number or Name: Digitization and Indexing of Historical Recorded Documents.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

A.1 PURPOSE AND INTRODUCTION:

The Arapahoe County Clerk and Recorder's Office (C&R) is entering into this agreement with US Imaging to provide a turnkey service for the following services:

1. Digitization (scanning) of Real Estate and Marriage License Index Books
2. Creation of digital images from rolls of film (Insert sizes)
3. Create a record (name) level index from our Real Estate and Marriage License Index Books

US Imaging has demonstrated experience in all aspects of image capture, image enhancement, and indexing technologies and must demonstrate to the sole satisfaction of C&R that they can successfully deliver services of the type and scope.

It is estimated that scanning and indexing services will commence September 7, 2021, and continue through December 31, 2024, as determined by the needs of C&R. The commencement date may be adjusted based on C&R's business needs.

US Imaging has provided fixed pricing based on stages and phases for the digitization and indexing of the inventory provided. C&R, at its sole discretion, will determine the order and priority of the work to be completed in writing. No phases shall be initiated without written authorization from C&R.

A.2 BACKGROUND:

The C&R has been working on digitizing and preserving records within the office by converting from physical paper to digital images. The next phase of the project is to (a) convert C&R's physical Recorder Books, Marriage Books, and rolls of microfilm to digital images and (b) to create a record level (name) index for the selected years.

The benefits include but are not limited to:

- Online availability of documents to the public
- Broader search capabilities and faster retrieval of information
- Backup for disaster/recovery purposes
- Long term preservation of the County's records
- Increase access to digital material, and
- Mitigate against further deterioration of physical historical assets

The goal of this project is to digitize C&R's historical records and to create a comprehensive index to promote greater and efficient search and retrieval of those historical records.

A.3 PROJECT DESCRIPTION: Historical Recorded Books

The historical Recorded Books are in various conditions, including good, fair, or poor quality. The resulting digitized images must be of the highest quality possible. C&R requires that all books and microfilm be returned to their original storage location, and they must be returned in the same condition, without being cut, damaged, or destroyed.

The Scope of Work serves as an overall framework as defined by C&R for the work to be completed by US Imaging.

It is understood and agreed upon that any payment obligation of C&R, whether direct or contingent, shall extend only to funds appropriated by the Arapahoe County Board of County Commissioners under the resulting contract through a detailed scope of work accompanied by the appropriate funding vehicle/ requisition.

A.4 SCOPE OF SERVICES:

The C&R will retrieve all original items, including Recorded books and rolls of microfilm, and/or other relevant materials for any given batch scan, and will inventory them prior to vendor pickup. US Imaging must confirm the materials in any given batch scan. The method of inventory tracking for each batch scan must be mutually agreeable between US Imaging and the authorized representative in C&R.

Below are the expectations for the various activities involved in the scanning and indexing of the inventory provided for costing in **Attachment A**. At a minimum, US Imaging will be required to perform the following for the image specifications:

- a. As a standard, US Imaging has recommended on-site scanning of all books, eliminating the high probability of books being damaged in transit. Once on-site, US Imaging will inspect all books prior to scanning. If pages are too fragile to handle, US Imaging will bring this to C&R's attention. If pages are fragile but can be scanned US Imaging will handle them delicately. US Imaging scanners are equipped with slower scanning modes to ensure the page is kept intact. All costs associated with this work are included in the costs quoted.
- b. US Imaging will scan images with books intact to prevent cost of rebinding and recovering and to mitigate against any damage. Bound pages will not be cut and will remain in the binder and placed in a custom cradle, which holds the two pages (left and right) open, flat, and level for capture. 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 staff will manually extract each individual page and save it as a new single page image.
- c. Bound books will be scanned in color and saved in industry standard JPEG format.
- d. All rolls to be scanned will be retrieved by the County from the State Archives. US Imaging staff will pack all rolls in watertight pelican cases and transfer them to the US Imaging facility in Saginaw, Michigan for scanning. The rolls will be stored for no cost at US Imaging's facility for term no less than one year from the delivery of the stage 1 drive and images.
- e. All JPEG images will be converted to 300 dpi single page black & white TIFF images with Group IV compression.
- f. Deskewed with solid black borders removed.
- g. Documents are numbered in a predetermined format as mutually agreed upon by C&R and US Imaging and stored by the document number range or book number.
- h. All pages from the document will be included in the same multi-page TIFF. Data provided to C&R must be in a format and order as mutually agreed upon by C&R and US Imaging
- i. Scanned images and data must be delivered to C&R in a portable external hard drive.
- j. Pricing is at a per page/image cost for scanning. A detailed listing of services included in the pricing is included as **Attachment B**.
- k. For Grantor/Grantee and Marriage License Book indexing, please note US Imaging will be required to capture all index entries at the instrument (record) level. **1966-1979 records will be indexed for a fixed price per record.** In this context, a record is defined as a recorded document or a marriage license record. There may be multiple Grantor and/or Grantee entries per record on a real estate index book, whereas a marriage license record will have a single entry for Bride and separate entry for Groom. Due to the complicated nature and limited legibility of documents recorded prior to 1966, it is understood and agreed that indexing of these records would require a contract amendment and revised pricing

Basic Record-Level Indexing (also known as Grouping) is defined as:

Reception Number and Book & Page

Book & Page and/or Certificate Number for Marriage Records

Grantor / Grantee Indexing is defined as:

Grantor Name(s), Grantee Name(s), Recording Date, Document Type, and Book & Page

Marriage License index is defined as:
Bride Name, Groom Name, and Ceremony Date

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. Time of Performance. The services of the Contractor shall commence (place an "X" in one):

- As of the date of this Agreement.
- As specified in a Notice to Proceed to be provided by the County.
- As of the following date: September 7, 2021.

The services of the Contractor shall be completed, or shall end, by December 31, 2022. The County shall have the option to renew the contract for four (4) subsequent one year periods, provided however, that the Contractor will maintain the same prices that were agreed to in the initial contract.

3. Compensation. The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (place an "X" in one):

- Lump sum due upon completion: _____ .
- Hourly rate of _____ (to be billed monthly).
- Other: Pricing sheet is attached as **Attachment B**.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed \$608,000.

4. Addresses for Notices. The addresses for Notices are as follows:

To the County: Arapahoe County Attorney
 5334 South Prince Street
 Littleton, Colorado 80120-1136

 and (send to both)

 Arapahoe County Clerk & Recorder
 5334 South Prince Street
 Littleton, Colorado 80120-1136

To the Contractor: US Imaging, Inc.
 400 S. Franklin Street
 Saginaw, MI 48607

5. Special Conditions. (place an "X" in one).

- No special conditions
- Special Conditions are as follows:

Attachment A

Vendor Expected Process & Deliverables

Arapahoe 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 land recording system vendor to import images into the recording 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.

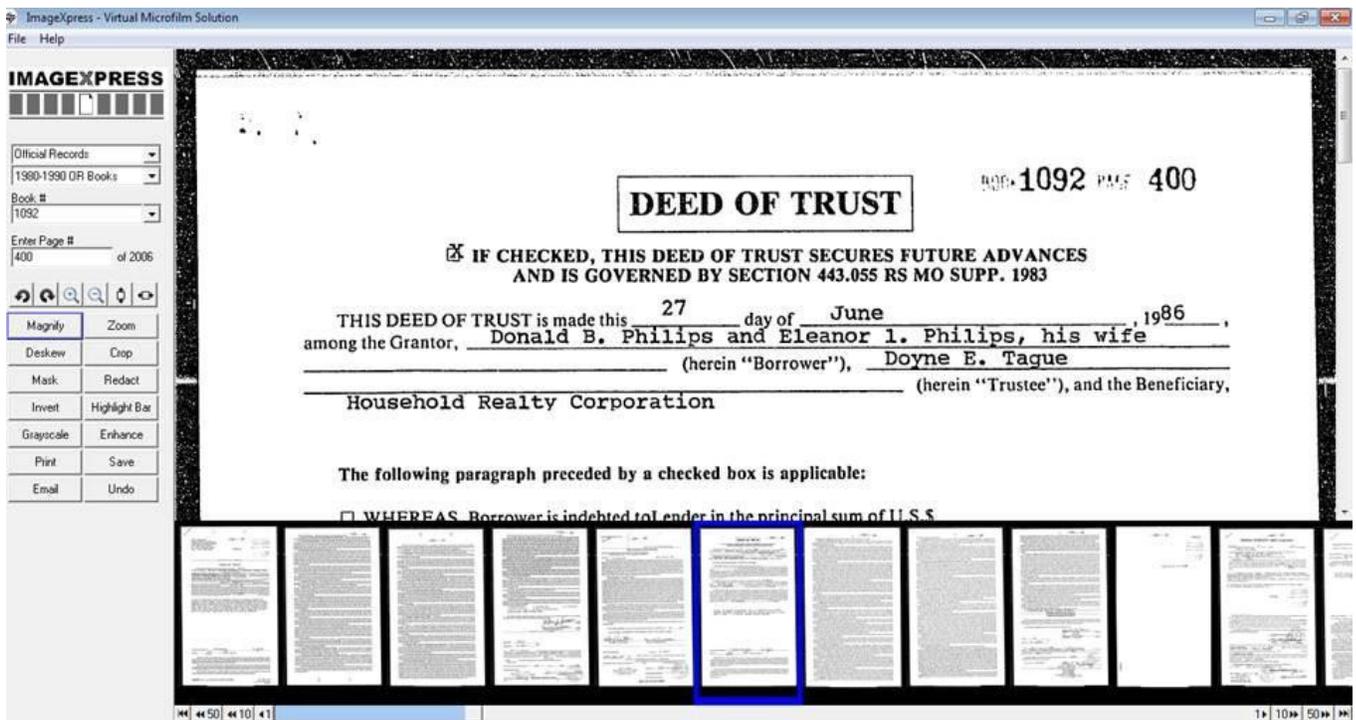
US Imaging Expected Process:

Stage 1 – Capture & Pilot

- **On-Site Scanning** – We will provide all necessary hardware, software, staff, and project managers to perform scanning at your facility 24 hours per day, 7 days a week.
- **On-Line Inventory Report** – US Imaging will create an On-Line Inventory Report and populate with the books to be scanned for the project(s). The Inventory Report is updated in real-time by US Imaging staff throughout the project; access will be provided to approved County staff so that they might view the project status at any time.
- **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 2 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 as intact. Pages will be scanned on a book scanner at 300dpi and are saved as color JPEG images. Our Book Scanners will capture 2 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 2 individual JPEG images. Scanners will be cleaned each time that 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 premise. 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 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

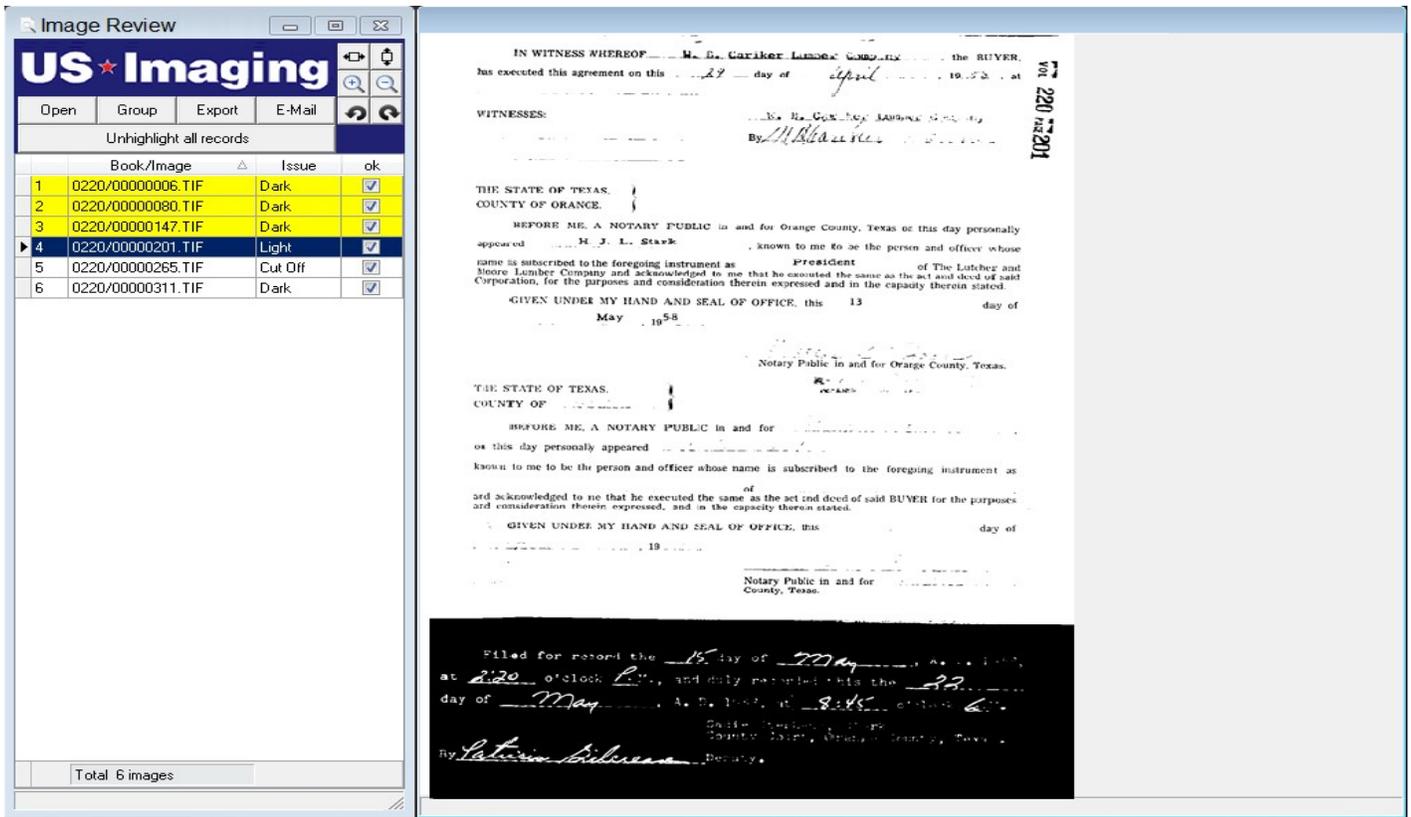
Vinegar Syndrome or Redox, we will notify Exelon and request different copies. If satisfactory copies do not exist, we will provide an estimate to correct the problem. All rollfilm will be removed and reloaded to their M-Cartridge post scan.

- **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 2 sets of USB Hard Drive's. 1 set will be shipped to the County for review and on-site backup. 1 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, Single 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 make 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.
- **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 why 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 their 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 Reception # 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. Auto grouping and indexing delivers 99.9% accuracy.
- **Single Document Group & Index** – Our staff will manually group individual images together as documents and index each document by the Reception 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 Document Group, Index, Compare & Verify** – To increase accuracy, we can repeat the Manual Document Grouping and Indexing a second time by a second set of operators, to create a second database that can be compared against the first database. Any mismatches between the 2 databases will be sent to a third set of operators who will inspect the images, both indexes and make necessary corrections. This will increase the grouping and indexing accuracy to approximately 99.95%.
- **Hard Drives** – All single page TIFF images, the Poor-Quality Image Report and *ImageReview* Software will be copied to 2 sets of USB Hard Drive’s. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for image enhancement and off-site backup.
- **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.



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 is 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 2 sets of USB Hard Drive's. 1 set will be shipped to the County for importing into the imaging system and on-site backup. 1 set will be stored at US Imaging for off-site backup.

Before

IN WITNESS WHEREOF W. B. Cariker Lumber Company, the BUYER, has executed this agreement on this 27 day of April, 1958, at

WITNESSES: W. B. Cariker Lumber Company
By M. B. Bibeaux

THE STATE OF TEXAS, }
COUNTY OF ORANGE, }

BEFORE ME, A NOTARY PUBLIC in and for Orange County, Texas on this day personally appeared H. J. L. Stark, known to me to be the person and officer whose name is subscribed to the foregoing instrument as President of The Latcher and Moore Lumber Company and acknowledged to me that he executed the same as the act and deed of said Corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of May, 1958

[Signature]
Notary Public in and for Orange County, Texas.

THE STATE OF TEXAS, }
COUNTY OF Harris, }

BEFORE ME, A NOTARY PUBLIC in and for Harris County on this day personally appeared W. B. Cariker known to me to be the person and officer whose name is subscribed to the foregoing instrument as President of W. B. Cariker Lumber Company and acknowledged to me that he executed the same as the act and deed of said BUYER for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of April, 1958

[Signature]
Notary Public in and for Harris County, Texas.

Filed for record the 15 day of May, A. D. 1958, at 2:20 o'clock P.M., and duly recorded this the 22 day of May, A. D. 1958, at 8:45 o'clock A.M.

Sadie Stephens, Clerk
County Court, Orange County, Texas.

By Laturia Bibeaux Deputy.

After

IN WITNESS WHEREOF W. B. Cariker Lumber Company, the BUYER, has executed this agreement on this 27 day of April, 1958, at

WITNESSES: W. B. Cariker Lumber Company
By M. B. Bibeaux

THE STATE OF TEXAS, }
COUNTY OF ORANGE, }

BEFORE ME, A NOTARY PUBLIC in and for Orange County, Texas on this day personally appeared H. J. L. Stark, known to me to be the person and officer whose name is subscribed to the foregoing instrument as President of The Latcher and Moore Lumber Company and acknowledged to me that he executed the same as the act and deed of said Corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of May, 1958

[Signature]
Notary Public in and for Orange County, Texas.

THE STATE OF TEXAS, }
COUNTY OF Harris, }

BEFORE ME, A NOTARY PUBLIC in and for Harris County on this day personally appeared W. B. Cariker known to me to be the person and officer whose name is subscribed to the foregoing instrument as President of W. B. Cariker Lumber Company and acknowledged to me that he executed the same as the act and deed of said BUYER for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of April, 1958

[Signature]
Notary Public in and for Harris County, Texas.

Filed for record the 15 day of May, A. D. 1958, at 2:20 o'clock P.M., and duly recorded this the 22 day of May, A. D. 1958, at 8:45 o'clock A.M.

Sadie Stephens, Clerk
County Court, Orange County, Texas.

By Laturia Bibeaux Deputy.

Attachment B

Pricing

Phase 1: Estimated Investment to Scan and Process 1980-1995 General Records from Rolls On-Site

Land Records from 16MM & 35MM Rollfilm

4,072 Books @	800 Pages per Book (Vols. 3145-7216) - 35MM	=	3,257,600 Images
576 Rolls @	1500 Pages per Roll (Rolls 1-576 ¹) - 16MM	=	864,000 Images
4,121,600 Images @	1,555 Images Per Roll	=	2,651 Rolls
4,121,600 Images @	8% Poor Quality Images	=	329,728 Poor Images
2,651 Rolls @	20 Rolls Scanned per Hour (2 Scanners)	=	133 On-Site Hours
133 Hours @	22 Hours per Day with 24 Hour Access	=	7 On-Site Days
4,121,600 Images @	400 Images per Gigabyte for Grayscale JPEG Format	=	10,304 GB for JPEG's
4,121,600 Images @	4,000 Images per Gigabyte for B&W TIFF Format	=	1,031 GB for TIFF's

Stage 1

2,651 Rolls @	\$2.50 Per Roll to Inspect/Clean/Repair Splices	=	\$6,627.50
3,257,600 Images @	\$0.015 Per 35mm Image to Scan 300dpi JPEG	=	\$48,864.00
864,000 Images @	\$0.01 Per 16mm Image to Scan 300dpi JPEG	=	\$8,640.00 10%
4,121,600 Images @	\$0.005 Per Image to Convert JPEG to B&W TIFF	=	<u>\$20,608.00</u> \$84,739.50

Stage 2

4,121,600 Images @	\$0.025 Per TIFF to Remove Excess Borders	=	\$103,040.00
4,121,600 Images @	\$0.025 Per TIFF to Inspect & Report Quality	=	\$103,040.00 59%
4,121,600 Images @	\$0.02 Per TIFF to Auto Group & Index	=	<u>\$82,432.00</u> \$288,512.00

Stage 3

329,728 Images @	\$0.35 Per Image to Enhance & Replace Poor Quality	=	<u>\$115,404.80</u> 24% \$115,404.80
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Total Investment = \$488,656.30

¹Vols. 7217-8166, A5115271-A5138457

Phase 1A: Estimated Investment to Scan 1861-1979 Grantor / Grantee Index Books On-Site**Index Books**

324 Books	@	800 Pages per Book (162 Grantor / 162 Grantee Books)	=	259,200 Images
259,200 Images	@	10% Poor Quality Pages	=	25,920 Poor Quality
259,200 Images	@	2,000 Images per Hour (2 Scanners)	=	130 On-Site Hours
130 Hours	@	22 Hours per Day with 24 Hour Access	=	6 On-Site Days
259,200 Images	@	400 Images per Gigabyte for Color JPEG Format	=	648 GB for JPEG's
259,200 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	65 GB for TIFF's

Stage 1

259,200 Images	@	\$0.19 Per Image to Scan & Inspect 300dpi JPEG	=	\$49,248.00
259,200 Images	@	\$0.01 Per Image to Convert JPEG to B&W TIFF	=	<u>\$2,592.00</u>

Total Scanning Investment = \$51,840.00

Phase 1B: Estimated Investment to Scan 1966-1979 General Reception Records from Rollfilm On-Site**Land Records from 35MM Rollfilm**

1,498 Books	@	800 Pages per Book (Vols. 1648-3144)	=	1,198,400 Images
1,198,400 Images	@	1,600 Images Per Roll	=	749 Rolls
1,198,400 Images	@	15% Poor Quality Images	=	179,760 Poor Images
749 Rolls	@	20 Rolls Scanned per Hour (2 Scanners)	=	38 On-Site Hours
38 Hours	@	22 Hours per Day with 24 Hour Access	=	2 On-Site Days
1,198,400 Images	@	400 Images per Gigabyte for Grayscale JPEG Format	=	2996 GB for JPEG's
1,198,400 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	300 GB for TIFF's

Stage 1

749 Rolls	@	\$2.50 Per Roll to Inspect/Clean/Repair Splices	=	\$1,872.50
1,198,400 Images	@	\$0.015 Per 35mm Image to Scan 300dpi JPEG	=	\$17,976.00
0 Images	@	\$0.01 Per 16mm Image to Scan 300dpi JPEG	=	\$0.00
1,198,400 Images	@	\$0.005 Per Image to Convert JPEG to B&W TIFF	=	<u>\$5,992.00</u>

Total Scanning Investment = \$25,840.50

Phase 1C: Estimated Investment to Scan 1861-1966 General Reception Records from Books On-Site**Land Record Books**

175 Books @ 640 Pages per Bound Book (Vols. 1-175)	=	112,000 Images
25 Books @ 640 Pages per Mechanical Book (Vols. 176-201)	=	16,000 Images
1,446 Books @ 600 Pages per Photostat Book (Vols. 202-1647)	=	867,600 Images
995,600 Images @ 20% Poor Quality Pages	=	199,120 Poor Quality
995,600 Images @ 5% Dual Polarity	=	49,780 Dual Polarity
995,600 Images @ 8% Multiple Pages per Document	=	70,000 Multi-Docs
112,000 Images @ 1,200 Bound Images per Hour (2 Scanners)	=	94 On-Site Hours
883,600 Images @ 3,600 Mechanical Images per Hour (2 Scanners)	=	246 On-Site Hours
340 Hours @ 22 Hours per Day with 24 Hour Access	=	16 On-Site Days
995,600 Images @ 400 Images per Gigabyte for Color / Grayscale JPEG Format	=	2489 GB for JPEG's
995,600 Images @ 4,000 Images Per Gigabyte for B&W TIFF Format	=	249 GB for TIFF's

Stage 1

112,000 Images @ \$0.18 Per Bound Image to Scan & Inspect 300dpi JPEG	=	\$20,160.00
16,000 Images @ \$0.06 Per Mechanical Image to Scan & Inspect 300dpi JPEG	=	\$960.00
867,600 Images @ \$0.06 Per Photostat Image to Scan & Inspect 300dpi JPEG	=	\$52,056.00
995,600 Images @ \$0.01 Per Image to Convert JPEG to B&W TIFF	=	<u>\$9,956.00</u>

Total Scanning Investment = \$83,132.00

Phase 1D: Estimated Investment to Scan 1900-1995 Marriage Books On-Site**Marriage Books**

46 Books @ 640 Marriage Books 1-46	=	29,440 Images
109 Books @ 800 Marriage Books 47-155	=	87,200 Images
116,640 Images @ 10% Poor Quality Pages	=	11,664 Poor Quality
116,640 Images @ 2,000 Images per Hour (2 Scanners)	=	59 On-Site Hours
59 Hours @ 22 Hours per Day with 24 Hour Access	=	3 On-Site Days
116,640 Images @ 400 Images per Gigabyte for Color JPEG Format	=	292 GB for JPEG's
116,640 Images @ 4,000 Images per Gigabyte for B&W TIFF Format	=	30 GB for TIFF's

Stage 1

29,440 Images @ \$0.19 Per Large Format Book Image to Scan & Inspect 300dpi JPEG	=	\$5,593.60
87,200 Images @ \$0.10 Per Small Format Book Image to Scan & Inspect 300dpi JPEG	=	\$8,720.00
116,640 Images @ \$0.01 Per Image to Convert JPEG to B&W TIFF	=	<u>\$1,166.40</u>

Total Scanning Investment = \$15,480.00

Phase 2A: Estimated Investment to Process 1861-1979 Grantor / Grantee Index Books**Index Books**

324 Books	@	800 Pages per Book (162 Grantor / 162 Grantee Books)	=	259,200 Images
259,200 Images	@	10% Poor Quality Pages	=	25,920 Poor Quality
259,200 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	65 GB for TIFF's

Stage 2

259,200 Images	@	\$0.025 Per Image to Remove Excess Borders	=	\$6,480.00
259,200 Images	@	\$0.025 Per Image to Inspect & Report Quality	=	\$6,480.00 65%
259,200 Images	@	\$0.015 Per Image to Group & Index Pages	=	<u>\$3,888.00</u> \$16,848.00

Stage 3

25,920 Poor Images	@	\$0.35 Per Image to Enhance & Replace Poor Quality	=	<u>\$9,072.00</u> 35% \$9,072.00
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Total Investment = \$25,920.00

Phase 2B: Estimated Investment to Process 1966-1979 General Reception Records**Land Records from 35MM Rollfilm**

1,498 Books	@	800 Pages per Book (Vols. 1648-3144)	=	1,198,400 Images
1,198,400 Images	@	1,600 Images Per Roll	=	749 Rolls
1,198,400 Images	@	15% Poor Quality Images	=	179,760 Poor Images
1,198,400 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	300 GB for TIFF's

Stage 2

1,198,400 Images	@	\$0.025 Per TIFF to Remove Excess Borders	=	\$29,960.00
1,198,400 Images	@	\$0.025 Per TIFF to Inspect & Report Quality	=	\$29,960.00
1,198,400 Images	@	\$0.025 Per TIFF to Manually Group & Index	=	\$29,960.00 66%
1,198,400 Images	@	\$0.025 Per TIFF to Double Group, Index & Verify	=	<u>\$29,960.00</u> \$119,840.00

Stage 3

179,760 Images	@	\$0.35 Per Image to Enhance & Replace Poor Quality	=	<u>\$62,916.00</u> 34% \$62,916.00
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Total Investment = \$182,756.00

Phase 2C: Estimated Investment to Process 1861-1966 General Reception Records**Land Record Books***

175 Books @	640 Pages per Bound Book (Vols. 1-175)	=	112,000 Images
25 Books @	640 Pages per Mechanical Book (Vols. 176-201)	=	16,000 Images
1,446 Books @	600 Pages per Photostat Book (Vols. 202-1647)	=	867,600 Images
995,600 Images @	20% Poor Quality Pages	=	199,120 Poor Quality
995,600 Images @	5% Dual Polarity	=	49,780 Dual Polarity
995,600 Images @	8% Multiple Pages per Document	=	70,000 Multi-Docs
995,600 Images @	4,000 Images per Gigabyte for B&W TIFF Format	=	249 GB for TIFF's

Stage 2

995,600 Images @	\$0.025 Per TIFF to Remove Excess Borders	=	\$24,890.00
995,600 Images @	\$0.025 Per TIFF to Inspect & Report Quality	=	\$24,890.00
70,000 Images @	\$0.01 Per TIFF to Duplicate TIFFs	=	\$700.00
1,065,600 Images @	\$0.025 Per TIFF to Manually Group & Index	=	\$26,640.00 59%
1,065,600 Images @	\$0.025 Per TIFF to Double Group, Index & Verify	=	<u>\$26,640.00</u> \$103,760.00

Stage 3

199,120 Images @	\$0.35 Per Image to Enhance & Replace Poor Quality	=	\$69,692.00 41%
49,780 Images @	\$0.025 Per TIFF to Reverse Dual Polarity / Notations	=	<u>\$1,244.50</u> \$70,936.50

Total Investment = \$174,696.50

Phase 2D: Estimated Investment to Process 1900-1995 Marriage Books**Marriage Books**

46 Books @	640 Marriage Books 1-46	=	29,440 Pages
109 Books @	800 Marriage Books 47-155	=	87,200 Pages
116,640 Images @	10% Poor Quality Pages	=	11,664 Poor Quality
116,640 Images @	4,000 Images per Gigabyte for B&W TIFF Format	=	30 GB for TIFF's

Stage 2

116,640 Images @	\$0.025 Per TIFF to Remove Excess Borders	=	\$2,916.00
116,640 Images @	\$0.025 Per TIFF to Inspect & Report Quality	=	\$2,916.00
22,080 Images @	\$0.010 Per TIFF to Duplicate Pages with Multiple Certs	=	\$220.80
138,720 Images @	\$0.025 Per TIFF to Group & Index Pages	=	\$3,468.00 76%
138,720 Images @	\$0.025 Per TIFF to Double Group & Index Pages	=	<u>\$3,468.00</u> \$12,988.80

Stage 3

11,664 Poor Images @	\$0.35 Per Image to Enhance & Replace Poor Quality	=	<u>\$4,082.40</u> 24% \$4,082.40
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Total Investment = \$17,071.20

Phase 3A: Estimated Investment to Full Index from 1966-1979 General Reception Records

Land Records*

798,933 Documents @ \$0.19 Index Grantor & Grantee, Doc Type, Date = \$151,797.27
Total Investment = \$151,797.27

Phase 3B: Estimated Investment to Index Bride & Groom & Date

Marriage Records

200,000 Documents @ \$0.19 Index Marriage License; Bride, Groom = \$ 38,000.00
Total Investment = \$38,000.00

*Due to the complicated nature and limited legibility of documents recorded prior to 1966, it is understood and agreed that indexing of these records would require a contract amendment and revised pricing

ACCEPTANCE AND AUTHORIZATION:

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. Stages can be divided into multiple shipments & invoices if desired.

All hard drives, images and indexes are the exclusive property of the County. US Imaging and any of our subcontractors, will not reproduce or distribute Arapahoe County media, images, or indexes to any other entity except Arapahoe County.

Please check the approved Phase(s):

	Travel & On-Site Scan with 24 Hour Access	=	\$38,050.00
_____	Phase 1: Scan and Process 1980-1995 General Records from Rollfilm On-Site	=	\$488,656.30
_____	Phase 1A: Scan Index Books On-Site	=	\$51,840.00
_____	Phase 1B: Scan 1966-1979 General Reception Records 1from Rollfilm On-Site	=	\$25,840.50
_____	Phase 1C: Scan 1861-1966 General Reception Records from Books On-Site	=	\$83,132.00
_____	Phase 1D: Scan 1861-1966 Marriage Records On-Site	=	<u>\$15,480.00</u>
	Travel, On-Site Scanning, Phase 1 Estimated Total	=	\$702,998.80
_____	Phase 2A: Process Grantor and Grantee Index Books	=	\$25,920.00
_____	Phase 2B: Process 1966-1979 General Reception Records	=	\$182,756.00
_____	Phase 2C: Process 1861-1966 General Reception Records	=	\$174,696.00
_____	Phase 2D: Process 1861-1966 Marriage Records	=	<u>\$17,071.20</u>
	Phase 2 Estimated Total	=	\$400,443.20
_____	Phase 3A: Grantor / Grantee Index 1966-1979 General Reception Records	=	\$151,797.27
_____	Phase 3B: Index Marriage Licenses	=	<u>\$38,000.00</u>
	Phase 3 Estimated Total	=	\$189,797.27
	Total Estimated Investment, All Phases	=	<u>\$1,293,239.27</u>

December 18, 2023

Juan Guzman

Deputy Director of Records

Arapahoe County Clerk and Recorder's Office
5334 S Prince Street
Littleton, CO 80120

Data and Image Upload into CountyFusion

SUBMITTED BY:

Dawn Brooks
Enterprise Account Executive
Dawn.brooks@govos.com



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RFP@GovOS.com | www.GovOS.com



Historical Record Upload Proposal

Faith in Government is largely measured by how quickly they respond to and accommodate citizen needs, both online and off. We are committed to being exceptional partners with agencies nationwide as we work together to bridge the growing gap between the analog and digital ages.

Scope of Work:

GovOS will load the following images to link to existing documents in CountyFusion.

	Phase 1	Phase 2*	Phase 3
Document Years	1980 -1995	1966 -1979	Older than 1965
Document Count	1,983,000	690,518	207,155**
Page Count	5,600,000	1,213,412	364,023**
Terms	<ul style="list-style-type: none"> * County will provide GovOS access to hard drive containing these images. Each folder is named by Book #. * As part of load, page counts will be updated in CountyFusion * Files will be delivered in a format this meets GovOS requirements for loading – multi- page TIFFs with identifier to link document in CountyFusion. Naming convention is ReceptionNo_BookNo-PageNo * GovOS is not responsible for quality or accuracy of images that are received for loading. * Records will be publicly searchable using Cloud Search 	<ul style="list-style-type: none"> * County will provide GovOS access to hard drive containing these images. Each folder is named by Book #. * As part of load, page counts will be updated in CountyFusion * Files will be delivered in a format this meets GovOS requirements for loading – multi- page TIFFs with identifier to link document in CountyFusion. Naming convention is ReceptionNo_BookNo-PageNo * GovOS is not responsible for quality or accuracy of images that are received for loading. * Records will be publicly searchable using Cloud Search 	Same as Phase 2

- GovOS will use the images and files received for Phase 2 to create new documents in CountyFusion with Book/Page and link images.
- ** Estimated 70% less documents



GovOS Pricing

Please initial selected services.

Arapahoe Phase 1 (1980-1995)				
NUMBER OF IMAGES:	5,600,000			
NUMBER OF DOCUMENTS:	1,983,000			
DESCRIPTION:	GOVOS FEE:	APPLICABLE?	COST:	NOTES:
ONE-TIME SETUP FEE:	\$ 750.00	No	\$ 0	Waived
RE-LOAD FEE:	\$ 500.00	PENDING		Fee is dependent on any issue with data and work needs to be re-done
PER IMAGE FEES:				
IMAGE BUNDLING:	\$ 0.00	No	\$ 0	
PER DOC FEES:				
CREATE NEW RECORDS:	\$ 0.05	No	\$ -	
LINK TO EXISTING RECORDS:	\$ 0.02	Yes	\$ 39,660.00	
APPLYING INDEX:	\$ 0.10	No	\$ -	
IMAGE CONVERSION: PDF to TIFF	\$ 0.12	No	\$ -	
GRAND TOTAL			\$ 39,660.00	

Arapahoe Phase 2 (1966-1979)				
NUMBER OF IMAGES:	1,213,412			
NUMBER OF DOCUMENTS:	690,518			
DESCRIPTION:	GOVOS FEE:	APPLICABLE?	COST:	NOTES:
ONE-TIME SETUP FEE:	\$ 750.00	No	\$ 0	Waived
RE-LOAD FEE:	\$ 500.00	PENDING		Fee is dependent on any issue with data and work needs to be re-done
PER IMAGE FEES:				
IMAGE BUNDLING:	\$ 0.02	No	\$ 0	
PER DOC FEES:				
CREATE NEW RECORDS:	\$ 0.03	Yes	\$ 20,715.54	
LINK TO EXISTING RECORDS:	\$	No	\$ 0	Understand these are new records to be created
APPLYING INDEX:	\$	Yes	\$ 0	Included in pricing – includes Grantor/Grantee index data
IMAGE CONVERSION: PDF to TIFF	\$ 0.12	No	\$ -	
GRAND TOTAL			\$ 20,715.54	

Arapahoe Phase 3 (1965 and older)				
NUMBER OF IMAGES:	364,023			
NUMBER OF DOCUMENTS:	207,155			
DESCRIPTION:	GOVOS FEE:	APPLICABLE?	COST:	NOTES:
ONE-TIME SETUP FEE:	\$ 750.00	No	\$ 0	Waived
RE-LOAD FEE:	\$ 500.00	PENDING		Fee is dependent on any issue with data and work needs to be re-done
PER IMAGE FEES:				
IMAGE BUNDLING:	\$ 0.00	No	\$ 0	
PER DOC FEES:				
CREATE NEW RECORDS:	\$ 0.03	Yes	\$ 6,214.65	
LINK TO EXISTING RECORDS:	\$	No	\$ 0	Understand these are new records to be created
APPLYING INDEX:	\$	Yes	\$ 0	Included in pricing – includes Grantor/Grantee index data
IMAGE CONVERSION: PDF to TIFF	\$ 0.12	No	\$ -	
GRAND TOTAL			\$ 6,214.65	



GovOS Services Order Form

Contact Information	
Organization Name	Arapahoe County Clerk and Recorder
Street Address	5334 S Prince Street
City, State, Zip	Littleton, CO 80120
Primary Contact Name	Juan Guzman
Primary Contact Email	JGuzman2@arapahoegov.com
Billing Details	
Billing Contact Name	
Billing Contact Email	
Billing Contact Phone	
Invoice Delivery Method	<input type="checkbox"/> Email / Electronic (default) <input type="checkbox"/> Mail
Preferred Payment Method	<input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH

Customer Acceptance

- Without a signed Agreement, prices are good for 60 days.
- All invoices are payable on a NET 30 payment term.
- All standard Terms of Use can be found at <https://govos.com/products/application-studio/terms-of-use/> and are hereby incorporated into this order.

Customer Signature

Signature of Authorized County Representative	Title	Date
GovOS Signature	CFO	
<i>Josh Stanley</i>		2024-01-09
Signature of Authorized GovOS Representative	Title	Date