



AGREEMENT

THIS AGREEMENT, dated for reference purposes only this ____ day of _____, 2022, between _____ **(COMPANY)** hereinafter referred to as “USER”, and THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF DOUGLAS, STATE OF COLORADO, hereinafter referred to as the “COUNTY”, on behalf of the Douglas County Clerk and Recorder.

WITNESSETH

WHEREAS, the COUNTY operates computer facilities containing title and ownership verifications for real property stored on the COUNTY Clerk & Recorder’s data base; and

WHEREAS, USER desires to utilize the services of the COUNTY’s computer facilities and make inquiries to the COUNTY Clerk & Recorder’s database (the system) for title and ownership verification of real property and acquire Clerk and Recorder computer index data, digital copies of electronic recorded document files, and/or copies of electronic recorded plat maps.

WHEREAS, COUNTY charges any public user Service Rates attached hereto as Exhibit “A” and incorporated by reference herein.

NOW, THEREFORE, in consideration for the covenants and promises set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. SERVICES. This Agreement specifically includes the provision of Internet file download services.
— The USER and the COUNTY Clerk & Recorder will establish such services incorporated into this contract by initialing on the COUNTY’s Service Rates sheet attached hereto as Exhibit “A”.



The COUNTY agrees that it will provide access to a secure FTP site for download of Land Record System index data, digital copies of recorded document files, and/or digital copies of recorded plat maps seven days per week, excluding system unavailability due to required maintenance and/or routine operations. USER agrees to furnish County with External Hard Drives for all Historical data/image requests. COUNTY shall provide technical support for FTP file downloads during standard business hours and although USER may elect to download information outside of standard business hours, no technical support shall be provided by COUNTY outside of standard business hours. COUNTY standard business hours are 8:00 AM – 5:00 PM Monday to Friday, with the exception of COUNTY holidays. IN NO EVENT SHALL THE COUNTY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT.

USER specifically agrees not to attempt to reverse engineer, hack into, compromise, or otherwise impair, operation of the file download site, or any system or network connected to file download site through which USER downloads data. USER further agrees not to share any login and password information used to obtain access to the site and agrees to destroy such information, kept in any tangible form, at the termination of this contract.

2. SUSPENSION OF SERVICES. The COUNTY and the Clerk & Recorder shall not be liable or deemed in default for any delay or failure in performance of this Agreement resulting directly or indirectly from any cause, including but not limited to computer downtime, reformatting, and file updates. The COUNTY and the Clerk and Recorder reserve the right to temporarily suspend access to the system at any time and for any reason.



3. DISCLAIMER OF WARRANTIES. The COUNTY and the Clerk & Recorder do not warrant or guarantee the accuracy or correctness of any information furnished pursuant to this Agreement. USER agrees that any such information or data shall be used or relied upon only at the sole risk of the USER. USER agrees to indemnify and hold harmless the COUNTY, the Clerk & Recorder, and its other elected officials, officers, employees and servants from any liability, claims, loss, damages, injury, cost and attorney's fees arising out of procuring, compiling, collecting, interpreting or communicating such data or information. As to said information, or any computer programming or other software products which may be supplied by the COUNTY and the Clerk & Recorder under this Agreement, there are **NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** In no event shall the COUNTY or the Clerk & Recorder be responsible for any incidental, consequential or special damages arising out of the use of data base information furnished herein.

COUNTY shall make attempts to repair access to data on a timely basis. COUNTY makes no claims to response time in repairing access to data or content of data. USER is responsible to notify COUNTY, through the COUNTY Clerk and Recorder's Recording Office of failures in either the download process or the veracity of the data.

4. INSURANCE REQUIREMENTS, INDEMNIFICATION, AND NOTICE OF DISCLOSURE. The USER shall maintain a Commercial General Liability Insurance Policy including Broad Form Property Damage, Completed Operations and Contractual Liability with limits not less than \$1,000,000.00 combined single limit for each occurrence and not less than \$1,000,000.00 aggregate. In addition to containing public



record information, a substantial amount of information stored in the COUNTY's data storage facility may be confidential and not subject to unauthorized disclosure. Many of the data processing programs, processes or other software products in the possession of the COUNTY are confidential and may be protected by copyright, trade secret or other proprietary rights and are not subject to unauthorized disclosure.

User agrees to indemnify and hold harmless the COUNTY and the Clerk & Recorder, their elected officials, officers, agents and employees from all liability, claims, damages and expenses, including attorney's fees, arising out of the retrieval or disclosure of any information not authorized for retrieval under Paragraph 1 or failure to comply with any provision of this Agreement. This indemnity shall survive the termination of this Agreement.

In the event USER obtains access to any information not authorized for retrieval or any computer programs, process, or other software product in the possession of the COUNTY or the Clerk & Recorder, USER shall promptly give notice of such fact to the Clerk & Recorder and the COUNTY Information Systems Department. USER shall promptly return or destroy such information or material as requested by the COUNTY or the Clerk & Recorder and shall provide the COUNTY and the Clerk & Recorder with the names and addresses of all persons known to USER who had access to or acquired knowledge of said information or material.

5. COMMENCEMENT OF SERVICES. Services to be performed under this Agreement shall commence on the date this Agreement has been executed by both parties and shall continue until terminated pursuant to Paragraph 6 below.



6. TERMINATION. Failure of USER to comply with any provision of this Agreement shall be cause for immediate termination of this Agreement by the COUNTY or the Clerk & Recorder. This Agreement may be terminated by either of the parties at any time upon thirty (30) days written notice to the other party. This agreement shall continue until terminated by either of the parties.

7. PAYMENTS TO COUNTY. Payment to the COUNTY for services under this Agreement shall be upon submission of invoices to USER. Payment shall be made within thirty (30) days of the date of mailing of the invoice. Billings shall be based on the rates attached hereto as Exhibit 2 and incorporated by reference herein. If such payments are not received within 60 days of the due date, the COUNTY and Clerk & Recorder may cancel this contract and discontinue all services to USER.

The rates as set forth in Exhibit 2 **are subject to change**. The COUNTY will provide USER with forty-five (45) days written notice of any change in the rates. USER may terminate the Agreement on the effective date of such change by giving the COUNTY at least thirty (30) days prior written notice of such termination; otherwise, the new rates shall become effective.

Billing for Internet file download of Grantor/Grantee Index and Images will be on a monthly cycle based on the number of documents and pages recorded in the previous calendar month. The Internet file download for plat maps will be on a monthly cycle based on the number of plats actually scanned in the previous calendar month.

8. DELIVERABLES. Electronic files and document images and/or plat maps recorded and indexed prior to the inception of this contract are considered "Historical". These files will be provided in Acrobat PDF images and associated XML formatted meta data file.



—Historical — Grantor/Grantee index will contain tab delimited ASCII files of the Clerk & Recorder indexed data for all documents recorded in the system since 1983. —Internet file download of Grantor/Grantee index data and electronic recorded document images will provide daily electronic files recorded after the inception date of this contract. Grantor/Grantee index will be provided as tab delimited ASCII files of Clerk & Recorder indexed data. Electronic document files will be provided in Group IV Tif compressed format. There will be a minimum of 5 working days of recorded document data included on the file download site, determined as the last 5 working days that have been approved for release by COUNTY's Clerk & Recorder. It is the USER's responsibility to keep current with the download of daily files. Files that have aged past the last 5 approved working days will be removed from the site. Re-loading the file download site with files that have been removed will be considered a custom order and will be billable to the USER at the current COUNTY rate.

Internet file download of electronic recorded plat maps will provide daily electronic plat map files indexed after the inception date of this contract. Plat map files will be provided in Group IV Tif compressed format according to system index date. Plat map file names will be provided in internal format, a separate comma-delimited file will be provided which contains the internal file number and the associated recorded document number. There will be a minimum of the last 5 working days of indexed plat maps included on the file download site. Electronic plat maps are based on index date, not recording date, and will included both current (scanning forward) and historical (scanning backward) recorded plat maps, according to the COUNTY Clerk & Recorder's schedule. There will be a minimum of the last 5 working days of indexed plat maps included on the file download site. It is the USER's responsibility to keep current with the download



of the daily files. Files that have aged past the last 5 working days will be removed from the site. Re-loading the file download site with files that have been removed will be considered a custom order and will be billable to the USER at the current COUNTY rate.

9. INDEPENDENT CONTRACTOR. The COUNTY and the Clerk & Recorder are independent contractors and nothing herein contained shall constitute or designate the COUNTY, the Clerk & Recorder or any of their employees or agents as agents or employees of the USER.

10. NOTICES. Any notice required to be given by this Agreement, shall be considered delivered upon mailing, postage prepaid, to the party as appropriate, unless otherwise provided herein, addressed as follows:

FOR COUNTY:

(Dual Notice must be given)

Douglas County Information Systems
100 Third Street
Castle Rock, Colorado 80104
Attn: CIO

Douglas County Attorney's Office
100 Third Street
Castle Rock, Colorado 80104
Attn: Lance Ingalls, County Attorney

FOR CLERK & RECORDER:

Douglas County Clerk & Recorder
301 Wilcox Street
Castle Rock, Colorado 80104

Attn: Clerk and Recorder



FOR USER:

12. ASSIGNMENTS. This Contract is voidable by the COUNTY or the Clerk & Recorder if assigned without the prior written consent of the COUNTY and the Clerk & Recorder.

13. VENUE. Venue for any and all legal actions regarding the transaction herein shall lie in the District Court in and for the County of Douglas, State of Colorado. The laws of the State of Colorado shall govern this transaction and this Agreement shall be construed and the legal relations between the parties hereto determined in accordance with the laws of the State of Colorado.

14. DATA ACCESS AND USE. "Data" is defined as those items listed in Exhibit A and remains the sole property of Douglas County. Any unauthorized data obtained by USER must be reported immediately and may not be shared. USER agrees to adhere to statutory privacy requirements.

15. DATA DESTRUCTION. All unauthorized data will be destroyed as soon as practically possible, or by the end of this Agreement. Recipient may create a random naming or numbering system to identify clients, cases or staff, and once validated the actual identity information will be destroyed as soon as practically possible, or by the end of this Agreement.

16. AMENDMENT. This Agreement constitutes the entire understanding of the parties. This Agreement cannot be modified or amended, and no attempted modification or amendment shall be valid or binding, unless executed in writing by the parties hereto. This Agreement supersedes all proposals, oral



or written, and all other prior contracts between the parties relating hereto. Any waiver by either party of any requirement of this Agreement shall not constitute a waiver of any other requirement of this Agreement nor of the same requirement on a separate occasion. User acknowledges that it has read, understands and is bound by each and every term hereof and incorporated herein.

The terms and conditions of this Agreement shall prevail notwithstanding the variance of any terms and conditions of any purchase order submitted to the COUNTY.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO

BY: _____
Clerk and Recorder

Date _____

Approved as to Content:

Reviewed:

County Administrator

CIO

Approved as to Form:

Fiscal Review:

County Attorney

Finance Director

ATTEST:

COMPANY NETWORK, INC.

Secretary

BY _____
Title _____
Date _____



EXHIBIT A – SERVICE RATES

<u>Initials</u>	<u>Internet File Download of Data</u>	
	One-Time Setup Fee (not optional)	\$650.00
_____	On-Going Grantor/Grantee Index Download	\$ 0.04 per document
_____	On-Going Recorded Documents Download	\$ 0.03 per image
_____	On-Going Plat Map Download	\$ 0.10 per image

Data on External Drive (Historical and Ongoing), Customer Order, and/or Re-loading FTP Site

\$650 deposit required. All requests will be billed @ \$50.00 per hour. Estimates can be provided upon request.