

BOCC

RESOLUTION NO. 20- 265

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO**

RESOLUTION TO APPROVE GRANT AGREEMENT BETWEEN COLORADO DEPARTMENT OF STATE, ELECTRONIC RECORDING TECHNOLOGY BOARD AND EL PASO COUNTY AND TO RECOGNIZE REVENUE AND APPROPRIATE EXPENDITURES IN THE AMOUNT OF \$3,500 TO THE RESTRICTED GENERAL FUND CLERK & RECORDERS 2020 BUDGET FOR COVID-19 EMERGENCY GRANT

WHEREAS, Colorado Department of State (CDOS), Electronic Recording Technology Board has provided grant funds from the Electronic Recording Technology fund to establish, maintain, improve or replace a County’s electronic filing system; and

WHEREAS, CDOS has provided a grant for funding in the amount of \$3,500 to purchase laptops; and

WHEREAS, these funds support the El Paso County Strategic Plan’s Goal 1 – Maintain and promote a financially sustainable County government that is transparent and effective.

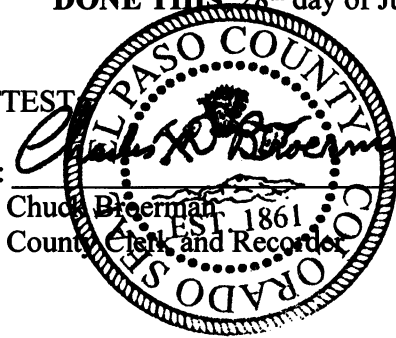
NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, does hereby recognize revenue and appropriate expenditures in the amount of \$3,500 to the Restricted General Fund Clerk & Recorders 2020 budget in the following manner:

Recognize Revenue			
12329.33491.01	Misc. State Grants-Operating		\$ 3,500
Appropriate Expenditures			
12329.42510 Sub 07T00002	Operating Equipment		\$3,500

DONE THIS 28th day of July, 2020, at Colorado Springs, Colorado.

ATTEST

By: _____



Chuck Broerman
County Clerk and Recorder

**BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO**

By: _____

Mark Waller, Chair



ELECTRONIC RECORDING TECHNOLOGY BOARD

June 26, 2020

Chuck Broerman
El Paso County
1675 W. Garden of the Gods Rd.
Colorado Springs, CO 80907

Dear Clerk Broerman:

On behalf of the Electronic Recording Technology Board, we are pleased to inform you that your county has been awarded a COVID-19 Emergency Grant in the amount of \$3,500.00 from the Electronic Recording Technology Fund.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions, as they are requirements of this Grant to which the County agrees by accepting the Grant Funds.

Once you have reviewed the Grant Award Letter, please sign both copies, include an invoice for the grant amount and mail them back to:

Electronic Recording Technology Board
c/o Colorado Department of State
ATTN: Cashier's Office
1700 Broadway
Suite 200
Denver, CO 80290

If you have questions regarding this Grant, please contact: Executive Director Michelle Batey at 303-356-2174 or by email at ertbexecutivedirector@gmail.com.

Sincerely,

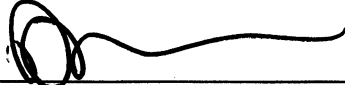
Gary Zimmerman, Treasurer
Electronic Recording Technology Board

**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 2019-2020: \$3,500.00 Total Grant Amount for all State Fiscal Years: \$3,500.00 Total Grant Amount will be disbursed upon full execution of this Grant Award Letter.
Grantee Board of County Commissioners of El Paso County	
Grant Issuance Date The later of June 26, 2020 or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date October 26, 2020	
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>STATE OF COLORADO Jared Polis, Governor Jena Griswold, Secretary of State Electronic Recording Technology Board (ERTB)</p> <hr/> <p>By: Gary Zimmerman, Treasurer</p> <p>Date: _____</p>	<p>EL PASO COUNTY Board of County Commissioners of El Paso County</p> <p></p> <hr/> <p>By: _____ <i>20-2657A</i></p> <p>Date: <u>7/28/20</u></p>
<p>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.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Date: _____</p>	

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,

