

COMPUTERIZED SYSTEM MAINTENANCE AGREEMENT

This Computerized System Maintenance Agreement (the "Agreement") is entered into as of January 29, 2023, between Saul's Creek Engineering, Inc., of PO Box 63090, Colorado Springs CO 80962-3090 ("Saul's Creek Engineering"), and Huerfano County, Colorado, of 401 Main, Walsenburg, CO 81089 ("County").

WHEREAS, Saul's Creek Engineering has developed a certain proprietary software and computer hardware system known as **theCountyRecorder™** (the "System"); and

WHEREAS, County has purchased the System from Saul's Creek Engineering; and

WHEREAS, County desires maintenance, support and services of the System.

NOW, THEREFORE, the undersigned, by execution of this Agreement do hereby agree as follows:

1. SERVICE ITEMIZATION. Maintenance, support and services will be provided to the County for a period of three years beginning on July 1, 2023. A summary of services provided under this agreement are shown in the following table:

	Maintenance Cost - Monthly			
Qty	Description	Reference	Unit Price	Total
1	Support & Maintenance	Para. 3	\$770.00	\$770.00
1	Internet Services	Para. 4	\$230.00	\$230.00
	Total Monthly Recurring Costs			\$1,000.00

2. SOFTWARE LICENSE. The County is granted a nonexclusive, non-transferable, limited license to install and use the System software on any computer located on the County LAN (local area network) or WAN (wide area network). This license is limited to sites and computers owned by the County. This license does not allow or provide for use of the System outside the County.

This software license is limited by the number of documents recorded per year. The County is allowed to record a maximum of 6,000 documents per year with this license.

This software license was granted in a Purchase Agreement dated May 9, 2007.

In the event the County's annual recorded document volume exceeds this maximum for two consecutive years the County is required to upgrade their license to an appropriate sized license at an additional cost to the County.

3. SUPPORT AND MAINTAINANCE. This Agreement includes a 3 year System Maintenance, Support and Upgrade Warranty (“Maintenance”) commencing on the date specified in the “Service Itemization” section.

The maintenance contract will be automatically renewed annually unless written notice is received 30 days prior to the expiration of each term. Maintenance pricing may be renegotiated annually; any cost increase for years 2-3 shall not exceed the Consumer Price Index established at the time of renewal.

The remote access support service will trouble shoot operator problems, correct database errors, should they occur, and keep the System operational and efficient. Any proven defects or problems with the System will be remedied by Saul’s Creek Engineering free of charge to County.

The cost of the Maintenance is \$770.00 per month. Saul’s Creek Engineering will bill the County in advance once every 6 months in the amount of \$4,620.00.

The warranty does not include hardware repair or onsite maintenance. These items will be supported on an “as needed” basis at an additional cost to the County.

The Maintenance specifically does not cover legislative mandated changes.

Cost of programming changes beyond initial System installation and upgrades will be done at the County’s expense on a time and materials basis to be negotiated at the time of service.

INTERNET SERVICES. This Agreement provides Internet Services (“Internet Services”) for a 3 year period commencing on the date specified in the “Service Itemization” section.

Saul’s Creek Engineering will provide internet services consisting of electronic recording, a hosted public search web site and off-site data backup.

The Hosted Website will allow public access to search both index and image data. Data from the Recorder’s Server will be replicated via the internet to the Hosted Website. The Hosted Website is owned by Saul’s Creek Engineering, the data is owned by the County. Saul’s Creek Engineering will be responsible for development, installation and maintenance of the Hosted Website.

Electronic document recording services will be provided, these services will deliver electronic documents from submitters to the County for recording.

Remote backup of the County’s image and index data will be provided by Saul’s Creek Engineering.

The cost of the Internet Services is \$230.00 per month commencing on the date specified in the “Service Itemization” section. Saul’s Creek Engineering will bill the County in advance once every 6 months in the amount of \$1,380.00.

The Internet Services will be automatically renewed semi-annually (6 months) unless written notice is received 30 days prior to the expiration of each term.

- 4. FUTURE SYSTEM UPDATES.** Future updates to the System may require software and/or hardware upgrades to the County’s existing equipment at the County’s expense. Future updates that include extended functionality to the System may also require payment of an upgrade fee to Saul’s Creek Engineering. The amount of any upgrade fees will be negotiated at the time of upgrade.
- 5. SYSTEM REQUIREMENTS.** Computer requirements for the Recorder’s Server and Workstations are specified in System Requirements (“Attachment A”). It is the County’s responsibility to insure all existing computers used with the System meet these requirements. Any computers that do not meet these requirements must be upgraded to meet the minimum requirements at the County’s expense.
- 6. HARDWARE MAINTENANCE.** It is the County’s responsibility to maintain all hardware delivered as part of the System. Saul’s Creek Engineering will provide guidance to assist the maintenance of this equipment. Changes made to the Recorder’s Server, hardware and software must be coordinated with Saul’s Creek Engineering prior to implementation to insure compatibility with the System.
- 7. DATA BACKUP.** It is the County’s responsibility to perform data backup of the System database and image store. The System will include software to aid County in performing this task. Saul’s Creek Engineering will support the County in their data backup effort but will not be held responsible for ongoing data scheduling and backup of the database and image store.
- 8. REMOTE ACCESS.** The County will be responsible for providing remote access capability to the Recorder’s Server. Remote access to the Recorder’s Server is required by Saul’s Creek Engineering in order to provide support and maintenance of the System.
- 9. PAYMENT.** The County will be invoiced for all payments due under this contract. Saul’s Creek Engineering will allow a 30-day payment period, within which the County must remit payment in full and in advance, payable by check to Saul’s Creek Engineering, Inc., PO Box 63090, Colorado Springs CO 80962-3090.
- 10. LATE PAYMENT OF MAINTENANCE FEE / INTERNET SERVICES.** Saul’s Creek Engineering may terminate this contract if payments are past due. Written notice will be given to the County by Saul’s Creek Engineering for intent to terminate this contract for late payment. If payment is not received by Saul’s Creek Engineering after 30 days of the written notice this contract will be terminated.
- 11. FUTURE FUNDING.** This Agreement is not intended to be, nor shall it constitute, a multiple-fiscal year financial obligation of County. While County hereby affirms its present intention to appropriate funds sufficient to pay all amounts specified herein in subsequent years, it shall be under no obligation to do so. County’s funding obligation with regard to the Maintenance and/or Internet Services beyond the initial year of this agreement is expressly subject to the County Board appropriating sufficient funds for this specific contractual obligation through the County’s annual budget appropriation process.

Should the County Board fail or refuse to budget and appropriate funding for this contractual obligation for any subsequent fiscal year the contractual obligation shall terminate on last day of the fiscal year preceding the year for which funding of the contractual obligation has not been budgeted and appropriated.

The County may cancel the Maintenance and/or Internet Services at any time by providing Saul's Creek Engineering 30 day written notice. However, in no event shall the County's total financial obligation to Saul's Creek Engineering for these services exceed the funding lawfully budgeted and appropriated for the current fiscal year contractual obligation.

12. MEDIATION. If a dispute relating to this contract is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediation cannot impose binding decisions. The parties to the dispute must agree before and settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved 30 calendar days from the date written notice is requesting mediation is sent by one part the other. This Section shall not alter any date in this contract, unless otherwise agreed. Mediation will be located in Pueblo County, Colorado and will be managed by a Colorado mediator.

If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof which cannot be resolved by mediation, any suit or proceeding at law or in equity shall be brought in the Colorado District Court in Pueblo County of the State of Colorado. The parties hereby waive any objection to a suit or proceeding brought in the foregoing forum on the grounds that the suit or proceeding is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason.

13. LIMITATIONS OF LIABILITY. Saul's Creek Engineering shall not be liable to County for indirect, special, incidental, exemplary, or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from County's use or inability to use the System, arising from any cause of action whatsoever, including contract, warranty, or strict liability, even if Saul's Creek Engineering has been notified of the possibility of such damages.

14. CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement, to the extent permitted by Colorado law.

15. NOTICES. All notices required or permitted hereunder or under any related agreement or instrument will be deemed delivered when delivered personally in writing

or mailed, by certified mail, return receipt requested, or registered mail, to the parties at the following addresses or to such addresses as the respective parties may in writing hereafter direct:

Saul's Creek Engineering, Inc.
PO Box 63090
Colorado Springs CO 80962-3090
ATTN: Bruce Ellsworth

Huerfano County Recorder's Office
401 Main
Suite 204
Walsenburg CO 81089
ATTN: Erica Vigil

16. GENERAL PROVISIONS.

This Agreement represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The terms of Attachment A are incorporated into the contract.

Neither this Agreement, nor any rights or obligations hereunder shall be assigned by a party without the prior written consent of the other party.

This Agreement shall be modified only by a written agreement duly executed by all parties hereto.

The parties mutually understand and agree that this Agreement shall be governed by and interpreted pursuant to the laws of the State of Colorado. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

County does not waive any governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such party's address as listed herein, or personally to such other party. A party may change its address for notice hereunder by giving written notice to the other party of the new address.

The parties have executed this Agreement the day and year above written.

Huerfano County Recorder's Office, Colorado

By: _____ Date: _____
Chair, Huerfano County Board of Commissioners

Erica Vigil
County Recorder

Saul's Creek Engineering, Inc.

By: _____ Date: _____
Bruce Ellsworth
President

ATTACHMENT A

SYSTEM REQUIREMENTS

Disclaimer

The requirements specified here are subject to change and should be used as a guideline for initial system installation. As **theCountyRecorder™**, operating systems, and other components evolve, system requirements will change to maintain compatibility with these improvements.

Recorder's Server

The server must meet all hardware and software requirements imposed by .Net Framework 4.7.2.

The Recorder's Server requires network connections to all users of **theCountyRecorder™**.

An Internet connection by the Recorder's Server is required. No bandwidth requirements are imposed.

Access to the server with remote access software from Saul's Creek Engineering's offices is required. Also desired is the ability to remotely connect to Recorder's Workstation for training and support purposes.

Operating System	Windows 2016 x64 Windows 2019 Windows 2022
Hardware Requirements - Minimum	1G Hz processor 8G byte memory
Software Requirements	.Net Framework 4.7.2 Microsoft SQL Server – see notes below
Hard Disk	100G byte OS partition 900G byte Data partition

Recording Workstations

The Recorder software runs on workstations located in the Recorder's office. The software requires these workstations have a minimal hardware and software level of compatibility.

The workstations must meet all hardware and software requirements imposed by the .Net Framework 4.7.2.

Operating System	Windows 7 Windows 8 Windows 8.1 Windows 10 Windows 11
Hardware Requirements - Minimum	1G Hz processor 4G byte memory
Software Requirements	.Net Framework 4.7.2
Hard Disk	500G byte
Video	A screen resolution of 1280 x 1024 or greater is required. We recommend a monitor screen size of 20 inches or larger.
Network Connection	A 1000M bit/sec network connection or greater is recommended.

Public Search Workstations

Public Search workstations have the same requirements as Recorder's workstations.

Database

theCountyRecorder™ requires Microsoft's SQL Server 2016 or greater for its database.

Scanners

Scanners used with **theCountyRecorder™** must be 32 bit TWAIN compatible.

Labeling Devices

Support for label printers will be added on an as-needed basis. Printers that have not been qualified for use with **theCountyRecorder™** may need to be sent to Saul's Creek Engineering for integration.

The Dymo LabelWriter series is supported including the 400, 450 and 550 series printers. Both Dymo drivers are support; Dymo Connect for Desktop (DCD) and Dymo Label Software (DLS v8).

Zebra G-series printers are supported; the GK420 is currently qualified. Other models may need to be tested in our office to insure compatibility with our recording system.