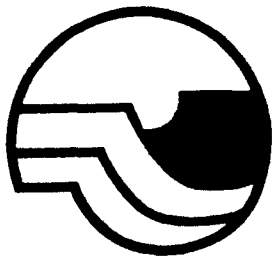


MCC09ESC

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	MESA COUNTY CLERK AND RECORDER
SUBJECT/PURPOSE:	ESCROW ACCOUNT FOR THE OFFICE OF THE CITY CLERK FOR RECORDING DOCUMENTS
CITY DEPARTMENT:	ADMINISTRATION
YEAR:	2009
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE



**Janice Rich**  
**Mesa County Clerk and Recorder**

P.O. Box 20,000 ~Grand Junction, CO 81502-5006  
 (970) 244-1607 (970) 244-1703

Amy Storm, Chief Deputy Clerk  
 (970) 244-1746 (970)255-7154

Agent: GJC  
 Password: city clerks  
 Eden: 000829

**CLERK TO THE BOARD**  
 Mesa County Courthouse ~544 Rood  
 P.O. Box 20,000  
 Grand Jct., CO 81502-5006  
 (970) 244-1896 Fax (970) 244-1864

**ELECTIONS DIVISION**  
 Mesa County Courthouse ~544 Rood  
 P.O. Box 20,000  
 Grand Jct., CO 81502-5009  
 (970) 244-1662 Fax (970) 255-5039

**MOTOR VEHICLE DIVISION**  
 Mesa Mall ~ 2424 Hwy 6 & 50, Unit 414  
 P.O. Box 20,000  
 Grand Jct., CO 81502-5008  
 (970) 244-1664 Fax (970) 244-1676

**RECORDING DIVISION**  
 Mesa County Courthouse ~544 Rood  
 P.O. Box 20,000  
 Grand Jct., CO 81502-5007  
 (970) 244-1679 Fax (970) 256-1588

**LICENSE AGREEMENT**

This License Agreement (this Agreement) is made by and between Mesa County, 544 Rood Ave., Grand Junction, Colorado 81501, and

Name: *Grand Junction Clerks* Phone number: *970-244-1509*

Company/Agency: *City of Grand Jct.*

Address: *250 N. 5th St.*

City: *Grand Jct.* State: *CO* Zip code: *81501*

In this Agreement, Mesa County will be referred to as "the County", and the party who is receiving the right to use the licensed property will be referred to as "the Licensee."

The parties agree as follows:

1. GRANT OF LICENSE. The county owns the data resident on Mesa County Automated Systems ("Data"). In accordance with this Agreement, the County grants the Licensee a non-exclusive license to access the Data in cases where the information is not protected from public access by law or regulation. The County may choose to make the Data available by direct on-line access through dial-up connection to the computer network or through Internet access or with extracts or special reports on diskette, tape, or printed reports. On-line access will be permitted only to systems where security of the Data can be ensured.

2. PAYMENT OF FEES. The Licensee shall pay to the County usage fees based on the attached Schedule of Charges. The fees will be paid by the Licensee within 30 days of receipt of an invoice for services. Monthly access charges will accrue until a written request for cancellation is received. The Schedule of Charges may be adjusted by the County as deemed necessary by the County. The County will give the Licensee 30 day written notice prior to the effective date of the new Schedule of Charges.

3. DEFAULTS. If Licensee fails to abide by the obligations of this Agreement, including the obligation to make a fee payment when due, the County will have the option of canceling this Agreement without notice to the Licensee. The Licensee will have the option of preventing the termination of this agreement by taking corrective action that cures the default, if the Licensee takes such corrective action prior to the end of the time period stated in paragraph two, and if there were no other defaults during such time period.

4. WARRANTIES. Mesa County Information Management Department (IMD) is the agency responsible for managing the County's automated systems. On-line access, files, or reports are made available to the Licensee from unaudited working files. The County does not guarantee the Licensee any specific hours of access, response times, or other levels of service. On-line access may be temporarily

**-Motor Vehicle Branch Offices -**

Clifton	Peachtree Shopping Center	3225 I-70 Bus Loop, Unit A2	Clifton, CO 81520	(970) 434-3830
Fruita	Fruita Civic Center	325 E. Aspen	Fruita, CO 81521	(970) 858-7002
Orchard Mesa	Mesa County Fairgrounds	2775 Hwy 50	Grand Jct., CO 81503	(970) 258-1545
Courthouse	Old Courthouse	544 Rood Ave.	Grand Jct., CO 81501	(970) 255-7105

ESCROW ONLY

denied or restricted at the County's sole discretion. The County assumes no liability for errors, omissions, or incompleteness of the data. In no event will the County be liable for direct, indirect, special, incidental, or consequential damages including but not limited to, loss of use, revenues, profits, or savings, that are in any way related to access to the Data.

5. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the Licensee. The Licensee shall not assign its interests in this Agreement to any other party, unless the prior written consent of the County is obtained.

6. TERMINATION. The County may terminate this Agreement at any time, at the County's sole discretion, if the County determines that the provision of services is interfering with County operations.

7. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

8. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

Mesa County

By:

Stefani Conley  
Assistant to County Administrator

Licensee:

By:

*Debra M. Kemp*

Name:

*Debra M. Kemp*

Title:

*Deputy City Clerk*

Date:

*1-2-09*

E-MAIL ADDR:

*juanitap@gjcity.org*

Please submit license agreement to Recording Division PO Box 20,000-5007  
Grand Junction, CO 81502-5007