

AGENDA ITEM FOR ADMINISTRATIVE MEETING

( ) Discussion only  
(X) Action

FROM (DEPT/ DIVISION): Dan Lonai, Administrative Services

PROGRAM: Administrative Services

SUBJECT: Historic Image Conversion

<p>The May 1, 2022 contract with Helion included a \$10,000 fee to convert our Records' images / data. The conversion process was not completed until recently, so the county was not billed for this service until now. Please approve the payable for \$10,000 for the conversion. This is the final fee associated with this contract.</p>	<p><u>ACTION REQUESTED:</u>  Approval payable to Helion Software Inc. for the conversion of Records Office's images for an amount of \$10,000</p>
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ATTACHMENTS: Payable

Date: 4/18/24      Submitted By: (Dan Lonai)

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Dept. Head (copy)
- ( ) Human Resources (copy)
- ( ) Budget (copy)
- ( ) Fiscal
- ( ) Legal (copy)
- ( ) (Other - List:

To be notified of Meeting:  
Dan Lonai

Needed at Meeting:  
)

\*\*\*\*\*

Scheduled for meeting on: April 24, 2024

Action taken:

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Follow-up:

**UMATILLA COUNTY PAYMENT REQUEST**

<b>PEID - AC</b>	3825
<b>NAME</b>	HELION SOFTWARE, INC.
<b>ADDRESS</b>	
<b>ADDRESS</b>	PO BOX 3506
<b>CITY, STATE, ZIP</b>	SALEM, OR 97302

<b>DEPARTMENT</b>	
<b>CFO</b>	SIGNATURE IF OVER \$5,000
<b>BOARD</b>	DATE - ATTACH APPROVAL
<b>SUBMITTED</b>	4/18/2024

<b>AUTHORIZATION-APPROVAL</b>	DATE PAID
	RETURN - HOLD

AMOUNT	ACCOUNT #	DESCRIPTION	INVOICE NUMBER	INVOICE TOTAL	INVOICE DATE	FINANCE CODES
\$10,000.00	35130-602500	Helion Recording System Conversion	7189	\$10,000.00	04/08/24	
<b>\$10,000.00 PAGE TOTAL</b>						
<b>\$10,000.00 GRAND TOTAL</b>						

Office Use: Pretravel Auth rec: \_\_\_\_\_ Contract Reviewed: \_\_\_\_\_ Routine: \_\_\_\_\_  
 Office Use: Tax ID Reviewed: \_\_\_\_\_ Quotes: \_\_\_\_\_ Bids: \_\_\_\_\_

# Helion Software, Inc.

P.O. Box 3506 Salem, OR 97302

(503) 362-9394

FAX (503) 584-0608

<b>Invoice Number</b> 7189	<b>Invoice Date</b> 08-Apr-24
	Terms: Due Upon Receipt
<b>To:</b> UMATILLA COUNTY CLERK RECORDER 216 SE 4TH STREET	<b>Attention:</b> CLERK'S OFFICE
	<b>Contract Number:</b>
	<b>Fax Number:</b> 541-278-5463
PENDLETON	OR 97801

**PROJECT:** UMATILLA COUNTY CLERK - RECORDING DATA CONVER **Contact:** CLERK'S OFFICE

<b>Products and Services Provided</b>	<b>Amount</b>
Clerk Recording - Data Conversion per Contract	\$10,000.00

<b>CURRENT AMOUNT DUE --</b>	<b>\$10,000.00</b>
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**THANK YOU FOR YOUR BUSINESS!**  
*Please make all checks payable to Helion Software, Inc.*  
**[www.helionsoft.com](http://www.helionsoft.com)**

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RECEIVED

053122031



**County Clerk Recording System Quote**

**For** Umatilla County, Oregon

**Date** May 1, 2022

**Software Price**

Recording Software	One Time License	Yearly Unlimited Support and All Upgrades ( See Note )
Receiving & Recording	\$17,000.00	\$9,000.00
Marriage License Integration	Included	Included
Domestic Partnership Integration	Included	Included
Recording Web Query	Included	Included
eRecording	Included	Included
	<b>Total List Price</b>	<b>Total Annual Support</b>
	<b>\$17,000.00</b>	<b>\$9,000.00</b>

**Training, Installation and Configuration**

**\$8,000.00**

This includes three days of onsite training and two days of on-site support at go-live.

**Data Conversion**

Conversion costs are on a time and materials basis or fixed amount depending on the County's preference.

**Actual Cost to be Determined**  
Typical costs are from \$5,000 to \$10,000

A fixed quote would require further analysis.

**Other Consulting Services**

Cost per hour is

**\$150.00**

**Notes**

- Training and conversion will be billed as it occurs.
  - Support is due 30 days after going live with the system.
  - Prices do not include cost of the database or any hardware unless specified.
- Payment options are available

This quote is good through June 30, 2022

## HELION SOFTWARE LICENSING AGREEMENT (TERMS AND CONDITIONS)

This agreement is a license and is made and entered into by and between the LICENSED USER, hereinafter called "USER", and Helion Software, Inc., hereinafter called "HELION".

WHEREAS, HELION currently owns the product(s) specified in the agreement (therein referred to as "PRODUCT") with the right to license and distribute the PRODUCT; and

WHEREAS, the USER is an individual, an organization, a corporation, a government entity or a member of a joint venture who will make lawful use of the PRODUCT in its business activity; and

WHEREAS, the USER desires a license to use the PRODUCT and HELION desires to grant such a license to the USER for the sole purpose of permitting the USER to use the PRODUCT in its business activity and for no other purpose whatsoever;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

### 1. PRODUCT

1.1 **Licensed PRODUCT(s).** This license applies to the PRODUCT(s) owned by HELION.

1.2 **Grant of License.** For and in consideration of the USER's covenant to make payments under Section 5 and the performance of the other covenants and obligations of the USER hereunder, HELION hereby conveys to USER a non-exclusive license to the PRODUCT.

### 2. USE

2.1 **Permitted Use.** This license is granted for the sole purpose of permitting the USER to use the PRODUCT in its lawful business activity and for no other purpose whatsoever.

#### 2.2 Restrictions on Use.

(a) Copies. USER shall not duplicate the PRODUCT except for the following:

1. USER may make copies of the PRODUCT for protection purposes as long as the USER agrees not to use the backup copy for any purpose other than to replace original data if lost or damaged.
2. USER may translate the PRODUCT into other formats and/or media. These "reformats" shall be subject to the same restrictions as the PRODUCT under this agreement.
3. USER may install and use any number of copies of this product within the Clerk's Department. In addition, the USER may install and use any number of copies of this product throughout other client departments in read-only mode.

2.3 **Reserved Rights.** HELION shall retain all rights, title and interest in the PRODUCT, including the right to license the PRODUCT's covered by this license to other USER's.

### 3. MAINTENANCE OF SOFTWARE

3.1 **Updates.** Maintenance, support and upgrades of software programs fall outside this license agreement.

### 4. TERM

4.1 The term of this agreement shall not be restricted as to time, except as set forth in 4.2 below, and shall commence the date the agreement is executed.

4.2 The term of the license shall expire at such time as the USER discontinues use of the PRODUCT, unless the USER fails to comply with any of the terms and conditions provided herein at which time the license shall be revoked. The license shall be revoked by HELION giving written notice of such revocation to the USER.

### 5. PAYMENT

5.1 **Time for Payment.** Fifty Percent (50%) of the total cost is due upon signing of this license. The remaining fifty percent (50%) is due 30 days after installation.

5.2 **Unpaid Fees.** Any fees remaining unpaid more than 30 days after the date they are due shall be subject to an interest charge of 1% per month until paid.

### 6. DELIVERY

HELION shall deliver the PRODUCT to USER in good working condition.

### 7. WARRANTY

#### 7.1 Limited Warranty

- (a) HELION shall use its best efforts to ensure that the PRODUCT is delivered free of physical defect.
- (b) HELION shall have the sole authority to determine whether the PRODUCT, at the time of delivery, was free of physical defect.
- (c) HELION disclaims any other warranties, express or implied, respecting this agreement or the PRODUCT.

#### 7.2 Remedy

- (a) USER's sole and exclusive remedy for breach of this limited warranty will be to return the PRODUCT within 60 days of receipt.

- (b) HELION shall, at its discretion, retain the returned PRODUCT and refund the fee for the license, or replace the PRODUCT, or repair the PRODUCT and return it to the USER.

#### **8. ASSIGNMENT AND TRANSFER**

USER shall not disclose, lease, sell, distribute, make, transfer or assign the PRODUCT or engage in any other transaction that has the effect of transferring the right of use or part of the PRODUCT without prior written consent of HELION.

#### **9. LIABILITY**

HELION shall not be liable for any activity involving the PRODUCT with respect to the following:

- (a) Lost profits, lost savings or any other consequential damages.
- (b) The installation of the PRODUCT, its use or the results obtained.

#### **10. TERMINATION**

**10.1 USER Rights.** Upon the expiration or revocation of this license, the rights of the USER shall cease.

**10.2 Return of the PRODUCT and Copies.** The PRODUCT and any copies of the PRODUCT shall be returned to HELION within 30 days from the date this license expires or immediately if revoked.

#### **11. MISCELLANEOUS**

**11.1 Applicable Law: Venue.** This license shall be constructed and interpreted under and pursuant to the laws of the state of Oregon. The parties agree that venue for any action or claim arising out of or in connection with this license shall be in the Circuit Court for Umatilla County, Oregon.

**11.2 Invalidity.** If any term or provision of this license or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this license shall be valid and enforced as written to the fullest extent permitted by law.

**11.3 Entire Agreement.** This license contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement or promise made by any party hereto, which is not contained herein, shall be binding or valid.

**11.4 Authority.** Persons whose signatures appear as "LICENSED USER" on the reverse represent that they are authorized to do so and represent and warrant that this licensing agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

#### **12. TIMELINE**

**12.1** Actual department go-live dates will be determined by mutual consent between USER and Helion.

#### **13. SOFTWARE INTEGRATION**

**13.1** HELION, to the best of its ability, shall cooperate with the USER and any other USER vendors to integrate HELION'S software and data with other USER computer systems. HELION will provide database diagrams and assistance with data integration with other systems.

**13.2** If any programming is required, HELION shall bill USER at our standard hourly rate for those additional services.

**Hellon Software License Agreement**

License Number: 2022-044

Date:

Contact Person: Dan Lonai

Phone: (541) 278-6260

Company/Agency: Umatilla County, Oregon

Address: 216 SE 4<sup>th</sup> Street, Pendleton, OR 97801

**Product Description**

**RECORDING - \$17,000**

- Receipting
- Indexing
- Imaging
- Assessor Add-on
- Web Query

**MARRIAGE LICENSE - included**

- Marriage License Indexing and Imaging
- Web Application
- Web Query
- Receipt System Integration

**TOTAL SOFTWARE COST \$17,000**

This software license agreement is subject to the terms and conditions described previously. In witness whereof, this license is executed on the data set forth under the parties named. The anniversary date of the license shall be the latter of the dates set forth below.

**Hellon Software, Inc.**

**Licensed User**

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Name: Murray Glesbrecht

Name: John M. Shafer

Title: CEO

Title: Chair, Board of Commissioners

Date: \_\_\_\_\_

Date: May 24, 2022



# Account Directors' Report With Detail

3/1/2023 Through 3/31/2023

Fiscal Year: 2023

3513 Records Archiving

Description	Posting Date	Primary Reference	Month To Date	Year To Date	Adjusted Budget	Budget Minus Act-To Date	% Of Budget
<b>** Totals for Materials &amp; Services</b>							
			\$9,495.00	\$9,495.00	\$6,330.00	(\$3,165.00)	0
<b>60245 Equipment-Copier</b>							
			Prior:	\$0.00	\$0.00	\$0.00	0.00
		Sub_Account Totals	\$0.00	\$0.00	\$0.00	\$0.00	0
<b>60250 Equipment-Computer</b>							
			Prior:	\$0.00	\$15,000.00	\$15,000.00	0.00
		HELION SOFTWARE CLERK RECD/SFT 3/30/2023 6849	\$17,000.00				
		HELION SOFTWARE CLERK RECD/INS 3/30/2023 6850	\$8,000.00				
		Sub_Account Totals	\$25,000.00	\$25,000.00	\$15,000.00	(\$10,000.00)	166.67
<b>60290 Equipment-Miscellaneous</b>							
			Prior:	\$0.00	\$0.00	\$0.00	0.00
		Sub_Account Totals	\$0.00	\$0.00	\$0.00	\$0.00	0
<b>** Totals for Capital Outlay</b>							
			\$25,000.00	\$25,000.00	\$15,000.00	(\$10,000.00)	0
<b>98000 Contingency</b>							
			Prior:	\$0.00	\$93,170.00	\$93,170.00	0.00
		Sub_Account Totals	\$0.00	\$0.00	\$93,170.00	\$93,170.00	0
<b>** Totals for Contingency</b>							
			\$0.00	\$0.00	\$93,170.00	\$93,170.00	0
<b>** Totals for Expenditures</b>							
			\$34,495.00	\$34,495.00	\$114,500.00	\$80,005.00	30.13