

M17-4014



Winnebago County, IL

Media Conversion Statement of Work

Dylan Steil
Partner Relationship Manager
Office: (563) 345-1275
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Winnebago County, IL
Statement of Work
April 17th, 2017

- **Scan Microfilm of Books: 1836 - 1959**



Winnebago County, IL Media Conversion Statement of Work

April 17th, 2017

Winnebago County Recorder
Nancy McPherson
404 Elm Street
Rockford, IL 61101

Dear Nancy,

The following Statement of Work details your upcoming microfilm scanning project.

As your current Land Records software vendor, we provide a 100% guarantee that all image and index file formats generated from this project are fully compatible with your Fidlar image and index databases.

Fidlar will manage all aspects of this project from start to finish. Services include:

- Coordinating the necessary resources for scanning and conversion of your film by a Fidlar-approved scan partner who is experienced in utilizing processes that produce the appropriate image format necessary for a successful import.
- Grouping of the appropriate pages of each roll image and automated enhancements of the images as they are processed.
- Utilizing a specialized import process, importing all specified book records into our proprietary Fidlar i-Document/Laredo system by a Fidlar technical import specialist. This will ensure that all document images match the corresponding documents that were previously indexed by Winnebago County and converted into Fidlar's iDocument database.

As your business partner, we greatly appreciate the opportunity to continue to provide you with the valued services and products you have come to expect from Fidlar. We look forward to adding additional value to your office, your constituents, and your abstract and title searchers.

Sincerely,

Dylan Steil
Partner Relationship Manager
Fidlar Technologies
Office: 563-345-1275
Mobile: 563-340-3697
Email: dylans@fidlar.com



Winnebago County, IL Media Conversion Statement of Work

**Estimated Investment Summary: Professional Services
Rendered**

Phase 1 – Stage 1: Scan Rollfilm Off-Site =	\$ 19,418.21
Phase 1 – Stage 2: Crop and Double Inspect =	\$ 66,244.29
Phase 1 – Stage 3: Enhance =	<u>\$ 65,000.00</u>
Phase 1 – All Stages =	\$150,662.50
Project Management Fee =	<u>\$10,000.00</u>
Phase 1 Total =	\$160,662.50
Phase 2 – Stage 1: Enhance =	\$ 93,945.43
Phase 2 – Stage 2: Double Duplicate, Mask, Double Group	\$ 88,022.21
Phase 2 – Stage 3: Double Index =	<u>\$ 81,677.00</u>
Phase 2 – All Stages =	\$263,644.64
Project Management Fee =	\$20,000.00
Import Fee =	<u>\$10,000.00</u>
Phase 2 Total =	<u>\$292,644.64</u>
Total Project Investment =	\$454,307.14



Investment Summary: Fidlar Services Description

✓ ***Scan & Capture, Enhancement***

Professionally trained and qualified personnel utilizing state-of-the-art scanning equipment and processes will physically scan the books. During this phase the following activities will occur: travel, configuration of scanning equipment and computer peripherals, inventory, inspection, handling and scanning, and content inspection. The end result is a set of digitized images that will be enhanced and imported into your system.

✓ ***Group & Name, Cropping***

Image and document processing will be provided by professionally trained and qualified personnel. During this phase your raw images will be cropped, group and named into their appropriate documents.

✓ ***Project Resources Management & Import***

Fidlar utilizes many resources in the management of the complete project from start to finish. This includes coordinating and scheduling all project resources (travel, personnel, equipment, scanning, shipping), image enhancement definition and automated services, importation of all document images and document number index files into your Fidlar system, and configuring your Fidlar system for immediate access to newly imported documents via Laredo, Tapestry, and i-Document.



Winnebago County, IL Expectations: Scanning of Microfilm of Books (1836– 1959)

In exchange for products and services outlined in this Professional Services Statement of Work, Winnebago County agrees to pay Fidlar Technologies the total amount due in the following payment schedule:

Initial Phase and Stages to be completed

___Phase 1 – Stage 1: Scan Rollfilm Off-Site =	\$ 19,418.21
___Phase 1 – Stage 2: Crop and Double Inspect =	\$ 66,244.29
___Phase 1 – Stage 3: Enhance =	<u>\$ 65,000.00</u>
Phase 1 – All Stages =	\$150,662.50
Project Management Fee =	<u>\$10,000.00</u>
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Phase 2 – All Stages =	\$263,644.64
Project Management Fee =	\$20,000.00
Import Fee =	<u>\$10,000.00</u>
___Phase 2 Total =	<u>\$292,644.64</u>
Total Project Investment =	\$454,307.14

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1. 50% of the "Scan Rollfilm" and "Project Management" line items due upon signing of this Professional Services Statement of Work agreement.
\$ 14,709.11
2. 50% of the "Scan Rollfilm" and "Project Management" line items due upon completion of scanning all media in this Statement of Work agreement.
\$ 14,709.10



Winnebago County, IL Media Conversion Statement of Work

3. Balance of the Total Investment \$_____ will be invoiced monthly (beginning after the books have been scanned) based on the number of images that are enhanced, cropped, and grouped into documents until the project is complete. This total will be based on actual quantities of scanned and processed images and must be approved by the County Recorder if the total investment exceeds the estimate.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure.



Schedule "A" - Media Conversion Project

This Agreement is made this 19th day of April, 2017, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and WINNEBAGO COUNTY, IL (the "CLIENT").

Completed by 29th day of September, 2017

RECITALS

- A. FIDLAR provides various image archival services, all of which are hereinafter referred to as "ARCHIVAL SERVICES."
- B. CLIENT desires to purchase from FIDLAR image archival services for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

ARTICLE I - GENERAL TERMS

- 1.1 ARCHIVAL SERVICES: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, image archival service(s) described in the Image Archival Services Statement of Work, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the services.
- 1.2 ACCEPTANCE BY CLIENT: CLIENT agrees to accept the image archival services at the conclusion of the project referenced in the Image Archival Services Statement of Work. If CLIENT notifies FIDLAR of a material problem with the services within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the services upon completion of installation and testing.



- 1.3 DELIVERY: FIDLAR will deliver the image archival services to CLIENT at CLIENT'S facility located at:

Winnebago County Recorder
Nancy McPherson
404 Elm Street
Rockford, IL 61101

ARTICLE II – SERVICES PERFORMED

- 2.1 FIDLAR shall perform the work in accordance with currently approved methods and standards of practice in the image archival professional specialty.
- 2.2 All images, film, documents, books and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the CLIENT whether executed by or for FIDLAR for CLIENT and all such documents and copies thereof shall be returned or transmitted to CLIENT forth with upon CLIENT termination or completion of the work under this Agreement.

ARTICLE III

- 3.1 CONFIDENTIAL INFORMATION: FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party.
- 3.2 EXCLUSIVE REMEDY: CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including



negligence), strict or product liability, breach of contract or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

- 3.3 WAIVER: Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.
- 3.4 NOTICES: Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.
- a. Notice to FIDLAR: Fidlar Technologies, Inc.
350 Research Parkway
Davenport, IA 52806
Attn: Ernest Rikken, President
- b. Notice to CLIENT: Winnebago County Recorder
Nancy McPherson
404 Elm Street
Rockford, IL 61101
- 3.5 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.6 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Illinois.
- 3.7 BINDING EFFECT: This Agreement shall ensure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.8 AUTHORITY: FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all



necessary and appropriate corporate and/or governmental action to execute this Agreement.

- 3.9 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.10 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.



Winnebago County, IL Media Conversion Statement of Work

This Agreement has been executed by the parties as of the aforementioned date.

ACCEPTANCE AND AUTHORIZATION:

Winnebago County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Winnebago County agrees to pay Fidlar Technologies, the total amount due within 30 days from the date of invoice. Fidlar Technologies also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

ACCEPTED:

Nancy McPherson
Winnebago County, IL
404 Elm Street
Rockford, IL 61101

Print Nancy L. McPherson

Signature Nancy McPherson

Title Recorder

Date 4/19/17

ACCEPTED:

Fidlar Technologies
350 Research Parkway
Davenport, IA 52806

Print Alex Riggs

Signature Alex Riggs

Title Director

Date 5-5-17

APPROVED:

BY: _____

DATED: _____, 2017





350 Research Parkway
 Davenport, IA 52806
 800.747.4600

SS-5477

January 11th, 2017

Nancy McPherson
 Winnebago County Recorder
 404 Elm Street
 Rockford, IL 61101

Re: MyDec Integration

Per your request, please find below a sales order for Fidar's services for the integration of the Illinois MyDec System.

<u>Service</u>	<u>Cost</u>
MyDec Integration	\$20,000.00
Winnebago County Lifecycle Credit	<u>-\$20,000.00</u>
Total:	\$0.00

Please feel free to call me if you have any questions or concerns.

If accepted, please sign and email to dylans@fidlar.com or fax back to the attention of Diana Grabeel at 563-345-1201.

Sincerely,
 Fidar Technologies

Dylan Steil
 Partner Relationship Manager

Accepted:

Winnebago County Recorder

By: Nancy McPherson

Name: _____

Date: 1/11/2017

Title: Recorder

Fidar Technologies

By: Adam Watkins

Name: Adam Watkins

Date: 1/13/17

Title: VP of Operations

SCHEDULE D

Remote Access Products Addendum
Tapestry

This Tapestry Addendum supplants any language contained in any previously signed Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.

TAPESTRY

The Client has the option to participate in Fidar's Tapestry General Public Access System by permitting their information to be made available through the Fidar Technologies Tapestry website (www.landrecords.net). The Client understands that Tapestry is a service offered and managed by Fidar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidar will determine who has access to their Tapestry web site and will provide phone and email support to users as well as manage the billing and collecting of Tapestry access fees from the end users. At the end of each calendar month, Fidar will provide a credit to the Client based on the parameters below.

TAPESTRY PRICING:

Fidar agrees to pay Client:

- \$2.75 per Tapestry search transaction
- \$0.50 per document image printed

The Client understands that access fees for Tapestry are set by Fidar. Fidar will notify Client with any additional changes at least 30 days in advance before such fees are implemented.

BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

Winnebago County, IL

FIDLAR TECHNOLOGIES

Dated: April 26, 2017

Dated: _____

By: Winnebago County Recorder By: _____

Name: Nancy L. Metherson Name: _____

Title: Recorder Title: _____