M22-4477



# Champaign County, IL Master Media Conversion Agreement

Danielle Westerfield
Partner Relationship Manager

Office: (563) 345-1321 Mobile: (317) 605-4232

# Schedule "A" - Media Conversion Project

	6/9/2022
This Agreement is made this day of	, 2022, by and between
FIDLAR TECHNOLOGIES, (FIDLAR) and Ch	HAMPAIGN COUNTY, IL (the "CLIENT").
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:

Champaign County Executive Darlene Kloeppel 1776 East Washington Street Urbana, IL 61802

#### <u>ARTICLE II – SERVICES PERFORMED</u>

- 2.1 FIDLAR shall perform the work in accordance with currently approved methods and standards of practice in the image archival professional specialty, and in accordance with the attached Scope of Services.
- 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. Both parties agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this agreement.
- 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 damages, including but not limited to damages for loss of profits, for business interruption, for personal injury.



- 3.3 INDEMINIFICATION: Each party agrees to indemnify and hold the other party and its affiliates and their respective directors, officers, employees, and agents harmless from any and all losses, liabilities, exposures, damages, and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third-party claims, demands, suits, allegations, causes, or threats of action based on the indemnifying party's: (a) breach of any representation, warranty or covenant made by such party hereunder; or (b) grossly negligent acts, omissions, or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.
- 3.4 WAIVER: Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.
- 3.5 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 Riggen, President

b. Notice to CLIENT: Champaign County Executive

Darlene Kloeppel

1776 East Washington Street

Urbana, IL 61802



- 3.6 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire 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.
- 3.7 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Illinois.
- 3.8 BINDING EFFECT: This Agreement shall inure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.9 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.
- 3.10 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.
- 3.11 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.
- 3.12 **E**NSURANCE: FIDLAR will provide evidence of insurance for General Liability, Employer's Liability, and Errors and Omissions Insurance. FIDLAR will also be required to provide Workers' Compensation Insurance in accordance with Illinois State Law.



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

# **ACCEPTANCE AND AUTHORIZATION:**

Champaign 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, Champaign 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.

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Champaign County Executive Darlene Kloeppel 1776 East Washington Street Urbana, IL 61802

Print Dathers A Kloepel
Signature Molone a Kloepne S
Title County Exactive
Date 6-4-22

# **ACCEPTED:**

Fidlar Technologies 350 Research Parkway

Davenport, IA 52806		
Adam Watkins		
Print		
DocuSigned by:		
Signature Adam Wattins		
5722C5041327419		
Vice President Title		
6/9/2022		
Data		



#### Imaging Addendum #1 — Champaign County Clerk & Recorder

This addendum is in reference to the Master Imaging Agreement signed by the Champaign County Executive, Darlene Kloeppel on \_\_\_\_\_(Contract #M22 \_\_\_\_\_). Except as amended by this addendum, the terms and conditions of that Agreement, which are incorporated herein and made a part hereof, shall continue in full force. All legal verbiage from that agreement and the schedules included within it apply to this addendum.

**Scope of Services:** 

## √ Scan & Capture

Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will 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.

## ✓ Image Cropping, Border Removal & Image Enhancements

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state. Images will go through single inspection at 98.5% accuracy.

## √ Grouping/Naming of Images

The images will be grouped into unique documents and named with the appropriate document number. The accuracy of grouping/naming is 98.5%. AVID will offer the county the ability to manipulate images returned from their imaging project for cleanup purposes: moving, copying, splitting and deleting images.

Images that cannot be corrected using AVID and require further manipulation, will be done so at the county's expense.

## ✓ 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, 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 APEX.

#### Imaging Addendum #1 - Project 1 - Champaign County Clerk & Recorder

**Scope of Services:** 

Book Type	Date Range	Range	# of Shelves
Birth Certificates	1838-1979	Cert #1-155815	23.5 Shelves
Birth Certificates	1980-2020		14.5 Shelves
Death Certificates	1838-1979	Cert #1-55538	9 Shelves
Death Certificates	1980-2020		8 Shelves
Marriage Licenses	1864-1962	License #1-39766	11 Shelves
Marriage Licenses	1963-2021		11 Shelves
*DRIVE SPACE REQUIRED: 70.120	GB*		

Estimated Investment Summary: Professional Services Rendered

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

✓ Scan, Capture, & Image Processing

\$321,795.14

- Includes Scanning, Image Cropping, Border Removal,
   Image Enhancements & Grouping/Naming of Images
- ✓ Project Resource Management & Import

\$53,632.16

#### **TOTAL INVESTMENT**

*\$375,427.30* 

#### Imaging Addendum #1 - Project 1 - Champaign County Clerk & Recorder

# **Billing Milestones**

- 25% due up signing the Professional Services Agreement.
  - \$ 93,856.83
- 2. 50% due Upon the Completion of Scanning.
  - \$ 187,713.65
- 3. Balance due upon completion of importing the documents/images (based on actual quantities of scanned and processed images), with prior approval of County if the total investment exceeds the estimate.
  - \$ 93,856.82 (\*\*Estimated)
- Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery. All invoices will include detailed project costs and fees.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure. In exchange for products and services outlined in this agreement, the Champaign County agrees to pay Fidlar Technologies the total amounts due based on the terms and conditions described above.

CHAMPAIGN COUNTY EXECUTIVE	FIDLAR TECHNOLOGIES	
Dated: 6-4-23	6/9/2022 Dated:	
By Delona Kloeppe	DocuSigned by:  Adam Wattins  5722C5041327419	
Name: DARLENE A KLOEPPEL	Adam Watkins	
Title: County Executive	Vice President	

M22-4477B

#### Imaging Addendum #2 - Planning & Zoning

This addendum is in reference to the Master Imaging Agreement signed by the Champaign County Executive, Darlene Kloeppel on  $\frac{6/9/2022}{}$  (Contract #M22 -). Except as amended by this addendum, the terms and conditions of that Agreement, which are incorporated herein and made a part hereof, shall continue in full force. All legal verbiage from that agreement and the schedules included within it apply to this addendum.

**Scope of Services** 

#### ✓ Scan & Capture

Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will scan the microfilm. During this phase, the following activities will occur: transport of rollfilm, 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 provided to the county on a USB hard drive.

# ✓ Image Cropping, Border Removal & Image Enhancements

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state. Images will go through single inspection at 98.5% accuracy.

## ✓ Grouping/Naming of Images

The images will be grouped into unique documents and named with the appropriate document number (Index by Permit#). The accuracy of grouping/naming is 98.5%. Images that cannot be corrected and require further manipulation, will be done so at the county's expense.

## ✓ Project Resources Management

Fidlar utilizes resources in the management of the project from start to finish. This includes coordinating and scheduling all project resources including delivery of archived images on a hard drive.

#### Imaging Addendum #2 - Planning & Zoning

# Scope of Services:

Book Type	# of Rolls
Planning & Zoning Records – Microfilm (16mm x 100')	35 Rolls
Off-Site Scan	

Estimated Investment Summary: Professional Services Rendered

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

✓ Scan, Capture, & Image Processing

\$36,737.50

- Includes Scanning, Image Cropping, Border Removal,
   Image Enhancements & Grouping/Naming of Images
- ✓ Project Resource Management

\$3,265.00

#### **TOTAL INVESTMENT**

\$40,002.50

#### Imaging Addendum #2 - Project 2 - Planning & Zoning

# **Billing Milestones**

- 1. 25% due up signing the Professional Services Agreement.
  - \$ 10,000.63
- 2. 50% due Upon the Completion of Scanning.
  - \$ 20,001.25
- Balance due upon completion of importing the documents/images (based on actual quantities of scanned and processed images), with prior approval of County if the total investment exceeds the estimate.
  - \$\_10,000.62 (\*\*Estimated)
- \* Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery. All invoices will include detailed project costs and fees.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure. In exchange for products and services outlined in this agreement, the Champaign County agrees to pay Fidlar Technologies the total amounts due based on the terms and conditions described above.

CHAMPAIGN COUNTY EXECUTIVE	FIDLAR TECHNOLOGIES
Dated: 6-6-32	6/9/2022 Dated:
By: Walened Klaspine Q	Docusigned by:  Adam Wattins  672265044327449
	Adam Watkins
Name: Darlene A Kloeppel	Name:
	Vice President
Title County Executive	Title:

#### Imaging Addendum #3 - Project Facility Plans

This addendum is in reference to the Master Imaging Agreement signed by the Champaign County Executive, Darlene Kloeppel on \_\_\_\_\_(Contract #M22 \_\_\_\_\_). Except as amended by this addendum, the terms and conditions of that Agreement, which are incorporated herein and made a part hereof, shall continue in full force. All legal verbiage from that agreement and the schedules included within it apply to this addendum.

Scope of Services:

## ✓ Scan & Capture

Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will scan the drawings. During this phase, the following activities will occur: transport of drawings, 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 provided to the county on a USB hard drive.

\*Transportation has been split between Projects 3-6

## ✓ Image Cropping, Border Removal & Image Enhancements

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state. Images will go through single inspection at 98.5% accuracy.

#### ✓ Grouping/Naming of Images

The images will be grouped into unique documents and named with the appropriate plan name/id#. The accuracy of grouping/naming is 98.5%. Images that cannot be corrected and require further manipulation, will be done so at the county's expense..

#### ✓ Project Resources Management

Fidlar utilizes resources in the management of the project from start to finish. This includes coordinating and scheduling all project resources including delivery of archived images on a hard drive.

#### Imaging Addendum #3 - Project Facility Plans

# **Scope of Services:**

Book Type	# of Drawers
Facility Plans	28

Estimated Investment Summary: Professional Services Rendered

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

✓ Scan, Capture, & Image Processing

\$13,551.75

- o Includes Scanning, Border Removal, & Grouping/Naming of Images
- ✓ Project Resource Management

\$1,205.00

#### **TOTAL INVESTMENT**

\$14,756.75

#### Imaging Addendum #3 - Project 3 Facility Plans

# **Billing Milestones**

- 1. 25% due upon signing of this Professional Services Agreement.
  - \$ 3,689.19
- 2. 50% due upon scanning completion.
  - \$<u>7,378.38</u>
- 3. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County if the total investment exceeds the estimate.
  - \$ 3,689.18 (\*\*Estimated)

\*Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery. All invoices will include detailed project costs and fees.

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

In exchange for products and services outlined in this agreement, the Champaign County agrees to pay Fidlar Technologies the total amounts due based on the terms and conditions described above.

CHAMPAIGN COUNTY EXECUTIVE	FIDLAR TECHNOLOGIES
Dated: 6-4-22	6/9/2022 Dated:
By Odden a Kliceppe I	Docusigned by:  Adam Watterns  5722C5041327419
Name: Darlene A Kloeppel	Adam Watkins Name:
Title: County Executive	Vice President Title:

#### Imaging Addendum #4 - Contracts and Meeting Minutes

This addendum is in reference to the Master Imaging Agreement signed by the Champaign County Executive, Darlene Kloeppel on \_\_\_\_\_(Contract #M22 \_\_\_\_\_). Except as amended by this addendum, the terms and conditions of that Agreement, which are incorporated herein and made a part hereof, shall continue in full force. All legal verbiage from that agreement and the schedules included within it apply to this addendum.

Scope of Services:

## √ Scan & Capture

Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will scan the microfilm. During this phase, the following activities will occur: transport of files, 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 provided to the county on a USB hard drive.

\*Transportation split between Projects 3-6

# √ Image Cropping, Border Removal & Image Enhancements

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state. Images will go through single inspection at 98.5% accuracy.

## √ Grouping/Naming of Images

The images will be grouped into unique documents and named with the appropriate document number. The accuracy of grouping/naming is 98.5%. Images that cannot be corrected and require further manipulation, will be done so at the county's expense.

- Contracts -- Index Contract Name and Date
- Meeting Minutes Index by Doc Type & Date

## ✓ Project Resources Management

Fidlar utilizes resources in the management of the project from start to finish. This includes coordinating and scheduling all project resources including delivery of archived images on a hard drive.

## Imaging Addendum #4 - Contracts and Meeting Minutes

# **Scope of Services:**

Book Type	# 2
Contracts – Paper Files	400 Files
Meeting Minutes	10 Boxes

Estimated Investment Summary: Professional Services Rendered

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

√ Scan, Capture, & Image Processing

\$21,243.75

- o Includes Scanning, Image Cropping, Border Removal, Image Enhancements & Grouping/Naming of Images
- ✓ Project Resource Management

\$1,888.00

#### **TOTAL INVESTMENT**

*\$23,131.75* 

#### Imaging Addendum #4 - Contracts and Meeting Minutes

# **Billing Milestones**

- 1. 25% due upon signing of this Professional Services Agreement.
  - \$ 5,782.94
- 2. 50% due upon scanning completion.
  - \$<u>11,565.88</u>
- 3. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County if the total investment exceeds the estimate.
  - \$<u>5,782.93</u> (\*\*Estimated)

\*Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery. All invoices will include detailed project costs and fees.

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

In exchange for products and services outlined in this agreement, the Champaign County agrees to pay Fidlar Technologies the total amounts due based on the terms and conditions described above.

CHAMPAIGN COUNTY EXECUTIVE	FIDLAR TECHNOLOGIES
Dated: 6-4-23	6/9/2022  DatedDocuSigned by:
By Gillene a Kloeppe I	Adan Wattins 5722C5041327419
Name: Darlene A Kloeppel	Adam Watkins
Title: Country Executive	Vice President Title:

M22-4477E

#### Imaging Addendum #5 - Treasurer's Office

This addendum is in reference to the Master Imaging Agreement signed by the Champaign County Executive, Darlene Kloeppel on  $\frac{6/9/2022}{}$  (Contract #M22 -). Except as amended by this addendum, the terms and conditions of that Agreement, which are incorporated herein and made a part hereof, shall continue in full force. All legal verbiage from that agreement and the schedules included within it apply to this addendum.

**Scope of Services:** 

## √ Scan & Capture

Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will scan the files. During this phase, the following activities will occur: transport of files, 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 provided to the county on a USB hard drive.

\*Transportation split between Projects 3-6

# ✓ Image Cropping, Border Removal & Image Enhancements

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state.

Images will go through single inspection at 98.5% accuracy.

## ✓ Grouping/Naming of Images

The images will be grouped into unique documents and named with the appropriate document number. The accuracy of grouping/naming is 98.5%. Images that cannot be corrected and require further manipulation, will be done so at the county's expense.

Index by Doctype and Date

# ✓ Project Resources Management

Fidlar utilizes resources in the management of the project from start to finish. This includes coordinating and scheduling all project resources including delivery of archived images on a hard drive.

#### Imaging Addendum #5 - Treasurer's Office

# **Scope of Services:**

Book Type	# of Boxes
Drainage Files	31
Off-Site Scan	

Estimated Investment Summary: Professional Services Rendered

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

✓ Scan, Capture, & Image Processing

\$42,847.20

- Includes Scanning, Image Cropping, Border Removal,
   Image Enhancements & Grouping/Naming of Images
- ✓ Project Resource Management

\$3,808.64

# **TOTAL INVESTMENT**

\$46,655.84

#### Imaging Addendum #5 - Treasurer's Office

# **Billing Milestones**

- 1. 25% due upon signing of this Professional Services Agreement.
  - \$ 11,663.96
- 2. 50% due upon scanning completion.
  - \$ 23,327.92
- 3. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Treasurer if the total investment exceeds the estimate.
  - \$<u>11,663.96</u> (\*\*Estimated)

\*Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery. All invoices will include detailed project costs and fees.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure. In exchange for products and services outlined in this agreement, the Champaign County agrees to pay Fidlar Technologies the total amounts due based on the terms and conditions described above.

CHAMPAIGN COUNTY EXECUTIVE	FIDLAR TECHNOLOGIES
Dated: 6-4-32	6/9/2022 Dated:DocuSigned by:
By: Quelen a Kloeppe	Adan Wattins 5722C5041327419
Name: Darlene A Klaeppel	Adam Watkins
Title: County Executive	Vice President