

AMERICAN RESCUE PLAN ACT Expenditure Request

This fillable form is available on our website: www.leecountyil.com

SECTION 1: PROGRAM OVERVIEW/ELIGIBILITY

Lee County is the recipient of Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act (ARPA) of 2021. The Lee County Board established an ARPA Committee to make recommendations to the Board on funding allocations which meet eligibility guidelines and respond to local needs. Pursuant to the Act, funding objectives include supporting the COVID-19 Public Health Response, addressing negative economic impacts, replacing public sector revenue loss, premium pay for essential workers, and water, sewer, and broadband infrastructure.

For more information on U.S. Treasury's ARPA guidelines and eligibility go to: <u>U.S. Treasury - ARPA Information</u>. For information on the Lee County ARPA program, email Sara Leisner, Lee County ARPA Grant Coordinator at arpa@countyoflee.org.

SECTION 2: REQUESTING AGENCY/DEPARTMENT CONTACT INFORMATION (PLE	ASE PRINT)
Agency LEE COUNTY CLERK & RECORDER	Agency Phone 815-288-3309
Agency Address 112 E. SECOND STREET DIXON IL	
Agency Representative NANCY PETERSEN	_TitleCLERK
Representative Email NPETERSEN@COUNTYOFLEE.ORG	Phone815-288-3153
SECTION 3: REQUEST OVERVIEW	
Brief Description of Project/Expenditure: MEDIA CONVERSION-GROUP	'ING/NAMING OF IMAGES
Estimate of the Timeline for Project/Expenditure: NEXT 6 MONTHS	
ARPA Category this Expenditure Falls Under:	
Address Negative Economic Impacts Replace Public Sector Revenue Loss Water and Sewe Broadband Infras	structure
Have you sought other funding or matching funds for this project? Yes If yes, from where:	LX No
Total Project Cost: \$ 14,521.25 ARPA Funding Request: \$ 14,521.25	Other Funding/Match: \$
SECTION 4: DETAILS OF PROJECT/EXPENDITURE (ATTACH TO THIS APPLICATION) Please attach a narrative detailing the project, including an explanation of how this any additional details on the project costs (including if the cost is an estimate), other the narrative along with all supporting documentation to this application.	is expenditure meets the ARPA eligibility guidelines,
SECTION 5: SIGNATURE	
I hereby depose and say that I am an authorized representative of the Agency, the knowledge of the contents thereof, that the same is true in substance and fact, a requirements to Lee County on behalf of the Agency.	**
Signature of Agency Representative Da	ate

Email this application and all supporting documentation to Sara Leisner, Lee County ARPA Grant Coordinator at arpa@countyoflee.org.



OFFICE OF THE COUNTY CLERK AND RECORDER LEE COUNTY COURTHOUSE DIXON, ILLINOIS 61021-0329

NANCY PETERSEN Lee County Clerk & Recorder

Phone 815-288-3309

815-288-6492

815-288-6157

Fax Clerk/Recorder Fax Election Dept

MAILING ADDRESS: 112 E. Second St., P.O. Box 329 DIXON, IL 61021-0329

Website: www.countyoflee.org Election E-Mail: election@countyoflee.org

April, 27, 2022

TO: ARPA Committee

FROM: Nancy Petersen, Lee County Clerk & Recorder

RE: Expenditure Request

I am requesting an amount up to \$14,521.25 for a media conversion project for my recording side of my office. Thru the past years my recording side as seen many people turn to searching from an outside source. In the past searchers would have to travel to the court house and search our records which we have in the public area. With Covid-19 and the shut downs that have happened these searchers have requested many documents from my office staff. These documents then have to be scanned and then emailed to our clients. Which results in much added cost. We have also had many issues with our older documents not being scanned correctly or not being proofed at a professional level. My office used to have access to reprint these images from a very old Microfilm machine. This machine has since become obsolete. The only way left to improve these images and to retrieve these images is to have our software company go in and do a grouping and naming of images project. I believe this project will help with the quality of our images and help these clients to retrieve these documents from their outside source which will in turn decrease our foot traffic in our department. I would really appreciate your consideration for this project.

Sincerely,

Lee County Clerk & Recorder



Lee County, IL Media Conversion Agreement

Danielle Westerfield Partner Relationship Manager

Office: (563) 345-1321

Mobile: (317) 605-4232

Email: daniellew@fidlar.com

Lee County, IL

Statement of Work

Media	# of Images
Mi i di	
Missing Images: 7501-7525, 7601-7603, 7804-8106, 8107-8513,	
8610-8705, 8706-8803, 8804-8810, 9112-9205, 9206-9211	164,502



December 9th, 2021

Lee County Clerk & Recorder Ms. Nancy Petersen PO Box 329 Dixon, IL 61021

Dear Nancy,

The following provides the details of your upcoming scanning agreement.

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 database.

Fidlar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources for the inspection, grouping and naming of the appropriate pages of each book into individual documents, and importing all specified book records into your Fidlar AVID/Laredo system.

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,

Danielle Westerfield Partner Relationship Manager Fidlar Technologies

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

Email: daniellew@fidlar.com



Investment Summary: Fidlar Services Description

√ Grouping/Naming of Images

The images will be grouped into unique documents and named with the appropriate document number (Book-Page #). 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 Laredo, Tapestry, and AVID The imported documents will also be made available for back indexing in AVID if desired.



Estimated Investment Summary: Professional Services Rendered

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

✓ Image Processing	\$7,941.17
 Grouping/Naming of Images 	
✓ Book & Page Location Index	\$3,290.04
✓ Project Resource Management & Image Import	\$3,290.04
TOTAL INVESTMENT	<i>\$14,521.25</i>

**Total Investment is based on estimated quantities. Final invoice will reflect actual quantities.

Billing Milestones

- 50% due upon signing of this Professional Services Agreement.
 \$7,260.63
- 2. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Recorder if the total investment exceeds the estimate. \$7,260.63 (**Estimated)

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



^{**} 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.

Schedule "A" - Media Conversion Project

This Agreement is made this day of	, 2021, by and between
FIDLAR TECHNOLOGIES, (FIDLAR) and LEE 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:

Lee County Clerk & Recorder Ms. Nancy Petersen PO Box 329 Dixon, IL 61021

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 agreement 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 Riggen, President

b. Notice to CLIENT:

Ms. Nancy Petersen

PO Box 329 Dixon, IL 61021

- 3.5 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.
- 3.6 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 inure 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.



Lee County, IL Media Conversion 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.



Lee County, IL Media Conversion Agreement

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

ACCEPTANCE AND AUTHORIZATION:

Lee 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, Lee 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:
Fidlar Technologies
350 Research Parkway
Davenport, IA 52806
Print
Ci
Signature
Title
1100
Date

