

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, JUNE 30, 2021
25TH DAY APRIL ADJOURNED**

The Adair County Commission convened at 12:00 p.m. on June 30, 2021, in the Courthouse at Kirksville. Commissioner Thompson and Commissioner King were present. Presiding Commissioner Shahan was absent.

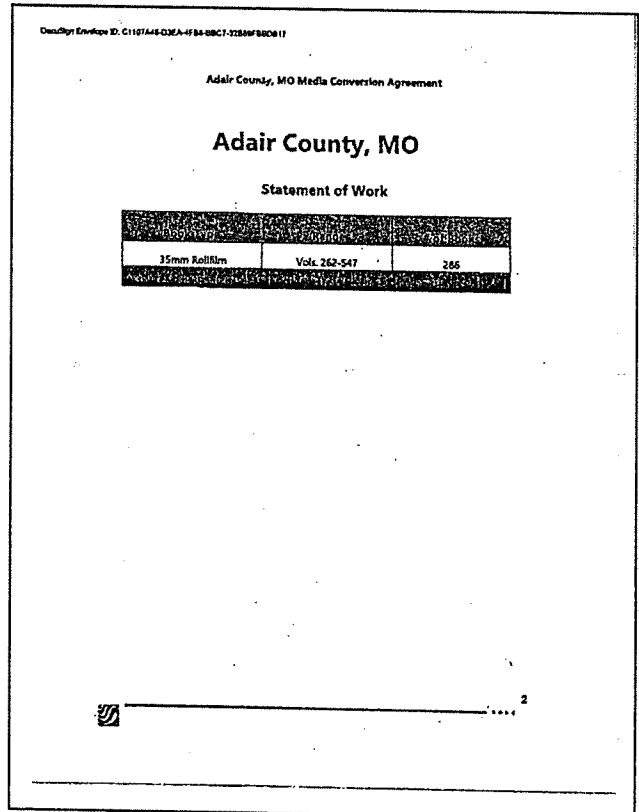
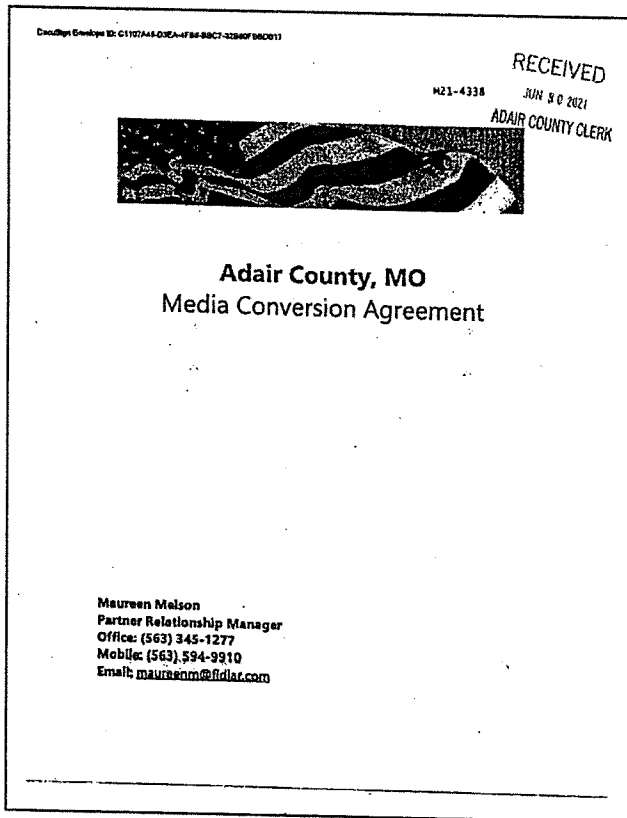
The Commission spent the afternoon attending to County business.

The Adair County Commission adjourned at 4:00 p.m. on June 30, 2021.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, June 30, 2021:

None

IN REF. ORDER NO 24 Fully Executed Contract for Adair County Recorder's Scanning Project approved on May 24, 2021



Continued on page 320.

ATTEST: Sandra Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
Page 319

ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, JUNE 30, 2021

Continued from page 319.

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Adair County, MO Media Conversion Agreement

May 25th, 2021

Adair County Recorder of Deeds
Ms. Pat Shourst
106 West Washington
Kirksville, MO 63501

Dear Pat,

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 Idoc file formats generated from this project are fully compatible with your Fidar Image database.

Fidar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources for scanning your rollfilm, conversion, enhancement of the Images, grouping and naming of the appropriate pages of each book into individual documents, and importing all specified book records into your Fidar Idoc/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 Fidar. We look forward to adding additional value to your office, your constituents, and your abstract and title searches.

Sincerely,

Maureen Melton
Partner Relationship Manager
Fidar Technologies
Office: 563-345-1277
Mobile: 563-594-9910
Email: maureen@fidar.com

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Adair County, MO Media Conversion Agreement

Investment Summary: Fidar Services Description

- ✓ **Scan & Capture**
Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will scan the roll film. During this phase, the following activities will occur: shipping of film, 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 double inspection at 99.9% 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 99.9%. Fidar will provide the county with Groupset. Groupset 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 Groupset, will be done so at no additional cost to the county.

- ✓ **Project Resource Management & Import**
Fidar 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 Fidar system, and configuring your Fidar system for immediate access to newly imported documents via Laredo, Tapestry, and Idoc. The imported documents will also be made available for back indexing in Idoc if desired.

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Adair County, MO Media Conversion Agreement

Estimated Investment Summary: Professional Services Rendered

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

- ✓ **Scan, Capture, & Image Processing** \$31,218.43
 - Includes Scanning, Image Cropping, Border Removal, Image Enhancements & Grouping/Naming of Images
- ✓ **Book & Page Location Index** \$2,059.20
- ✓ **Project Resource Management & Import** \$4,459.20

TOTAL INVESTMENT \$37,736.83

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

Billing Milestones

- 25% due upon signing of this Professional Services Agreement. \$9,434.21
- 50% due upon scanning completion. \$18,868.42
- 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. \$9,434.20 (**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.

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

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Adair County, MO Media Conversion Agreement

Schedule "A" -- Media Conversion Project

This Agreement is made this ²⁴ day of May, 2021, by and between FIDAR TECHNOLOGIES, (FIDLAR) and ADAIR COUNTY, MO (the "CLIENT").

RECITALS

- FIDLAR provides various image archival services, all of which are hereinafter referred to as "ARCHIVAL SERVICES."
- 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

- 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.
- 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.

Continued on page 321.

ATTEST: Andrea Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
Page 320

ADAIR COUNTY COMMISSION MINUTES WEDNESDAY, JUNE 30, 2021

Continued from page 320.

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Adair County, MO Media Conversion Agreement

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

Adair County Recorder of Deeds
Ms. Pat Shoush
106 West Washington
Kirksville, MO 63501

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).

7

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Adair County, MO Media Conversion Agreement

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: Fidar Technologies, Inc.
350 Research Parkway
Davenport, IA 52806
Attn: Ernest Rigger, President

b. Notice to CLIENT: Ms. Pat Shoush
106 West Washington
Kirksville, MO 63501

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 Missouri.

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.

8

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Adair County, MO 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.

9

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Adair County, MO Media Conversion Agreement

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

ACCEPTANCE AND AUTHORIZATION:

Adair 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, Adair County agrees to pay Fidar Technologies, the total amount due within 30 days from the date of invoice. Fidar 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.

<p>ACCEPTED: Ms. Pat Shoush Adair County, MO 106 West Washington Kirksville, MO 63501</p> <p>Print <u>Pat Shoush</u> Signature <u>Pat Shoush</u> Title <u>Adair Co. Recorder</u> Date <u>5-26-21</u></p>	<p>ACCEPTED: Fidar Technologies 350 Research Parkway Davenport, IA 52806</p> <p>Print <u>Alex Rigger</u> Signature <u>Alex Rigger</u> Title <u>Director</u> Date <u>6/4/2021</u></p>
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<p>ACCEPTED: Adair County Commissioner</p> <p>Print <u>Mark Shahan</u> Signature <u>Mark Shahan</u> Date <u>5-26-2021</u></p>	
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10

Continued on page 322.

ATTEST: Andrea Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
Page 321