



Winnebago County, WI Register of Deeds

3-Year Land Records Life Cycle Extension

This Extension is made this ____ day of _____, 2023 between Winnebago County, WI and Fidlar Technologies (“Fidlar”). Winnebago County, WI and Fidlar hereby agree that the Computer System and Software License Sales Agreement dated August 17, 2020 between Winnebago County, WI and Fidlar (the “Agreement”) is hereby extended for a 3-year period commencing on 12/1/2023 and terminating on 11/30/2026. Except as amended by this Extension, the terms and conditions of the Agreement, which are incorporated herein and made a part hereof, shall continue in full force and effect during the 3-year term of this Extension.

Term and Termination carried over from prior agreement: This agreement may be terminated upon sixty (60) days written notice by CLIENT in the event a material defect occurs in the software which substantially interferes with the intended uses of the Winnebago County Register of Deeds, provided that FIDLAR shall have the opportunity to cure the defect within the sixty (60) day notice period.

1. **FAILURE TO APPROPRIATE FUNDS:** The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.
2. **WISCONSIN LAW CONTROLLING:** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
3. **ARBITRATION:**
 - a. This Agreement shall be covered by the laws of the State of Wisconsin.
 - b. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - i. The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - ii. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each



- party shall pay his own legal fees and expenses incurred in connection with the proceeding.
- iii. Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
 - iv. Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
 - v. Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
 - vi. In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
 - vii. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.
4. COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW: Provider understand that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. Seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Provider that are "produced or collected" by the Provider under this Agreement ("Records"). Provider is further directed to Wis. Stat. sec. 19.21, et. Seq. for the statutory definition of Records subject to disclosure under this paragraph, and Provider acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Provider is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in County's determination, County is required to produce the records to a third party in response to a public records request. Provider's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Provider must defend and hold County harmless from liability due such breach.
5. ENTIRE AGREEMENT: The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.



SOFTWARE SERVICES SUMMARY

Fidlar Technologies Product\Service Description	Cost
AVID	<i>Year 1 - \$74,998.00 Year 2 - \$74,998.00 Year 3 - \$74,998.00</i>
Receipting (cashiering)	Included
Indexing	Included
Assisted Indexing Functionality (OCR)	Included
SSN Redaction Batch Processing	Included
iNSPECT Interface	Included
Automated Verification Functionality	Included
Astra - eRecording Catcher	Included
Property Fraud Alert Service	Included
Laredo & Tapestry (See Schedule D for remote access)	No Change to Current Plan
Implementation Services	Included
Project Management	Included
Workflow Analysis	Included
Installation/Configuration	Included
Data Conversion	Included
Comprehensive Training	Included
Internal	Included
Public	Included
Recommended Hardware Specifications	Not Included
LifeCycle Annual Maintenance	Included
1-800 Support	Included
System Upgrades	Included
Training on New features & Functionality	Included
State Mandated or Regulatory Updates	Included

3 YEAR PAYMENT MILESTONES AND DATES:

LifeCycle Payments would continue to be invoiced on same schedule for the next 3 years:

Year 1 - \$74,998.00

Year 2 - \$74,998.00

Year 3 - \$74,998.00

FIDLAR TECHNOLOGIES LIFECYCLE SERVICE INCLUDES:

- ♦ The use of our AVID software product during the life of this contract
- ♦ The use of any future software product Fidlar may develop to replace AVID for the purpose of recording land records documents
- ♦ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any



future Fidar Technologies product developed to replace AVID for the purpose of recording land records documents

- ◆ The use of new add-on modules Fidar may develop and offer to the market for the purpose of recording land records documents
- ◆ Software Maintenance to the currently licensed Fidar developed Software Products
- ◆ Furnishing telephone support relative to the currently licensed Fidar developed Software Products, either in their original or maintained form
- ◆ Providing legislative updates to the Fidar developed Software Products as required by the State, except those updates that require fundamental modifications to the core design of the product
- ◆ Providing product enhancements on an ongoing basis, the frequency based on the age of the product and market requirements

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3rd party software and hardware necessary to operate AVID, any related modules, or any future Fidar developed product for the purpose of recording land records documents
- ◆ The installation, maintenance, or support of 3rd party software and hardware now or in the future
- ◆ Any current or future Fidar developed software product or service not designed or offered to the market for the purpose of recording land records documents
- ◆ Any form of ownership or perpetual license to Fidar developed software products
- ◆ Any product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- ◆ Any custom development for special requests from the Client
- ◆ Any needed or requested training except as stated in the above section
- ◆ Use of Fidar developed remote access products except as outlined in Schedule D of this contract
- ◆ Enhancements or modifications to software programs at user's request; such work would be considered a billable extra
- ◆ Support to new or existing Fidar Technologies Products not covered by this contract
- ◆ Operating System versions or their support or installation
- ◆ Database Management System versions or their support or installation
- ◆ Diagnosis or correction of problems caused by operator negligence
- ◆ Diagnosis or correction of problems caused by hardware, data media, or 3rd party software or other systems not covered by this Agreement
- ◆ Diagnosis or correction of problems caused by some naturally occurring event such as storm, flood, etc.



- ◆ Conversion costs for changes to database structure, if needed

BUYER REPRESENTS THAT THIS LIFECYCLE EXTENSION HAS BEEN READ AND ACCEPTED:

WINNEBAGO COUNTY, WI

WINNEBAGO COUNTY, WI

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RESIDENT AGENT: _____

ADDRESS: _____

CITY/ZIP CODE: _____

FIDLAR TECHNOLOGIES

Dated: _____

By: _____

Name: _____

Title: _____

SCHEDULE D

Remote Access Products Community Service Products

This Schedule D replaces any previously signed Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.

REMOTE ACCESS

LAREDO

Fidlar Technologies' Laredo software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo is designed to allow subscription only access. Subscriptions for Client's customers and subsequent access are exclusively granted by Client (access may be terminated by Fidlar should the end-user agreement be breached). After Client issues the subscriber their user ID and password, they are able to download the Laredo remote access software from Fidlar's website, www.fidlar.com/laredo.

Laredo subscriber will be presented with an online End User Agreement when they log in to Laredo. They will be prompted to print the agreement, sign it, and then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each Laredo user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

LAREDO BILLING:

Fidlar will invoice Client a licensing fee for each Laredo user on a monthly basis. The licensing fee will be commensurate with the subscription plan of each subscriber in accordance with the schedule below. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

LAREDO PRICING:

Per-Minute Plans	Fidlar License Fee to County per UserID Subscription
0-150 minutes	\$33/mo and 0.11 per minute overage
151-250 minutes	\$50/mo and 0.11 per minute overage
251-500 minutes	\$71/mo and 0.08 per minute overage
501-1000 minutes	\$93/mo and 0.07 per minute overage
1001-2000 minutes	\$101/mo and 0.055 per minute overage
2001 and up	\$126/mo

Laredo support (at 1-563-345-1283), including End-User subscriber support, is included in the Per-Minute Plans.

Revised 6/2021

WATERMARK IMAGES IN LAREDO: No Change To Current Format

END USER FEES

The Client understands that it is empowered to charge fees to end users pursuant to Wisconsin Code section 59.43 and other applicable law and hereby assigns to Fidar the above portions of end user fees as an actual cost to the Client during the term of this Agreement.

The Client understands that end-user access fees for Laredo are set 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 websites and will provide phone and email support to users as well as manage the billing and collecting of 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
- \$4.98 per Print Results (Client currently has this feature this turn off. Client will contact Fidar if they choose to make available.)

Any changes to the document image print fee will continue to maintain the 50/50 distribution of the fee.

Fidar may not use or share Client's data/images in any way other than the methods outlined above.

The Client understands that access fees for Tapestry are set by Fidar. Fidar will notify Client at least 30 days in advance before such fees are changed.

WATERMARK IMAGES IN TAPESTRY: No Change

MONARCH

Fidlar Technologies' Monarch software is designed to allow land record's data and/or images to be distributed via an application programming interface (API). Monarch is designed to allow subscription only access.

Fidlar will provide to the subscribers all the necessary support, technical support, and communications to allow for the successful use of the Monarch system at no cost to the County.

Under the terms of this agreement, Fidlar Technologies will only market access to County data and images with the specific permission of the county.

Fidlar License Fee to County per User Subscription	Cost
Present Day Images	\$.04
Present Day Data	\$.04
Historic Images	\$.04
Historic Data	\$.04
On Demand Images/Data	Refer to Tapestry pricing
Security Options	
How many days will the information be delayed	7 Days
Images will be watermarked w/ text (if Y see *below)	Yes

- "Licensed to "COMPANY NAME" and not for sublicense, relicense, sale, resale or any other transfer"

OFFICIAL RECORDS ONLINE

Official Records Online (ORO) makes it possible for visitors to the ORO website (www.officialrecordsonline.com) to place an order for copies of birth, death, marriage licenses, and/or certified land records documents (at Client's discretion), accept payment, and validate requestor identity.

ORO PRICING:

Client determines base pricing for each document type made available via ORO.

Revised 6/2021

Fidlar will charge a convenience fee of \$7.50/transaction (includes copies). This fee will be deducted from the ORO service fee if over \$7.50. If the service fee offered is less than \$7.50, Fidlar will instead bill the county each month.

Fidlar Convenience and Maintenance Fee	Cost
Per Order	\$7.50

Client agrees to put a link to www.officialrecordsonline.com from their web site for the online ordering of these document types.

COMMUNITY OUTREACH SERVICES

PROPERTY FRAUD ALERT

Fidlar's **Property Fraud Alert (PFA)** service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. **PFA** subscribers must sign up for the **PFA** service via the **PFA** website, www.propertyfraudalert.com. Subscribers will ONLY be notified by the **PFA** service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

PFA is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the **PFA** hotline service (1-800-728-3858).

PFA PRICING:

INCLUDED AS PART OF THIS CONTRACT

HONOR REWARDS DESCRIPTION:

Fidlar's Honor Rewards is a service provided to counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office) to receive an Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program. Client is responsible for contacting local businesses and retailers and encourage them to participate in the program.

Fidlar's Honor Rewards program includes:

- Creation and maintenance of your county's page at www.honorrewards.com
- Printing of all ID Cards for your county

Revised 6/2021

- Delivery of the ID cards approximately every 2-3 weeks (it is Client's responsibility to get them to the veteran)
- Customer Support for veterans during the signup process
- Pre-Created promotional materials

HONOR REWARDS PRICING:

INCLUDED WITHIN THIS CONTRACT

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

Winnebago County, WI

Winnebago County, WI

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FIDLAR TECHNOLOGIES

Dated: _____

By: _____

Name: _____

Title: _____

SCHEDULE G

This Schedule G replaces any previously signed Schedule G and Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.

SELECT 1 OF THE FOLLOWING 2 OPTIONS:

OPTION 1: _____ By checking here and signing below, you acknowledge you have the authority to utilize remote access revenue to offset Fidlar invoices and you authorize Fidlar to hold credits on account to do so. Should you choose this option, credits will be held in a non-interest bearing account and a second signature from an authorized Elected Official, County Board Member, or Department Head is required.

Examples of remote access revenue: Tapestry & Monarch

Please select the types of Fidlar invoices you would like to use your remote access revenue on:

_____ LIFECYCLE _____ BASTION/INFO REP _____ HANDS FREE MICROFILM
_____ LAREDO BILLING _____ CONTRACT SERVICES _____ MEDIA CONVERSION PROJECTS
_____ OTHER - PLEASE LIST: _____

Any excess revenue held on account after applying to selected invoices and reviewing projected needs will be refunded to you via Check/ACH.

OPTION 2: _____ By checking here and signing below, you acknowledge that Fidlar will refund all remote access credit earned via ACH or Check.

I/WE ACKNOWLEDGE THAT THIS INSTRUCTION SHEET HAS BEEN READ AND IS ACCEPTED:

	<u>2ND SIGNATURE ONLY REQUIRED FOR OPTION 1</u>
Winnebago County, WI	Winnebago County
Dated: _____	Dated: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

If you choose to receive remote access revenue and/or refunds via ACH, please fill in the necessary ACH Details:

Routing Number: _____ Account Number: _____

For Internal Use Only:

