

RESOLUTION NO. T-2022-5-

RESOLUTION AUTHORIZING THE CUNNINGHAM TOWNSHIP ASSESSOR TO SIGN A CONTRACT WITH THE FIDLAR COMPANIES FOR ACCESS TO LAREDO SOFTWARE

WHEREAS, The Township Assessor of Cunningham Township, Champaign County, Illinois is responsible for identifying, listing, appraising, and valuing all real property in Cunningham Township;

WHEREAS, Cunningham Township has approximately 11,000 parcels to be valued by the Cunningham Township Assessor;

WHEREAS, the The Fidlar Companies offers digital access to the deeds in the Champaign County Recorder's Office;

WHEREAS, real-time access to deeds will aid the Cunningham Township Assessor with making determinations of property value;

WHEREAS, the cost of access should be approximately \$75.00 per month at current pricing;

NOW, THEREFORE, BE IT RESOLVED By the Township Board of the Town of Cunningham, that the Township Board authorizes the Township Assessor to sign the contract with The Fidlar Companies to purchase access to the Laredo database for Champaign County Deed Records..

APPROVED, this ____ day of _____, 2022 by the Township Board of Cunningham Township, County of Champaign, State of Illinois.

AYES:

NAYS:

ABSTAINED:

Phylis Clarke, Town Clerk

Diane Wolfe Marlin, Chair

FIDLAR SOFTWARE LAREDO END USER AGREEMENT

THIS Agreement is made this day of , 20 , by and between THE FIDLAR COMPANIES, INC, (FIDLAR) and , the client (CLIENT) using Laredo user id , in the County of Champaign.

TERMS OF AGREEMENT

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

CLIENT agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized or developed by FIDLAR in connection with CLIENT's implementation of the software are and shall remain the sole property of Fidar.

CLIENT agrees that this license does not provide for, nor guarantee, access to any county's information. Access must be granted to the CLIENT by the desired county authority.

FIDLAR hereby grants CLIENT the rights to a nonexclusive, perpetual and nontransferable license for the possession and use of FIDLAR's Laredo software. CLIENT agrees not to copy the software covered by this Agreement in any manner, except in normal backup procedures, without the express written consent of FIDLAR. The use of any portion of the software for any purpose shall be for CLIENT use only and shall remain subject to all terms and conditions of this Agreement. In the event this license is terminated, the software will be completely removed from all CLIENT systems.

CLIENT agrees that it will not sell, give, encumber in any manner, or otherwise transfer to any other company, firm, person, corporation, or entity any of its rights in any Software, whether or not later modified by either party, developed pursuant of this Agreement, without the express written consent of FIDLAR.

The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of FIDLAR. There are no warranties which extend beyond the description on the face hereof. The license granted under this agreement, with regard to the Software, may be terminated by FIDLAR for material failure of CLIENT to Comply with terms and conditions of this Agreement.

CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is termination of this agreement. CLIENT will not be entitled to any direct, 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.

It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement of 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.

LAREDO END USER

Date:

By:

Name:

Title:

Address:

Email:

Phone number:
User name:
Password:

THE FIDLAR COMPANIES, INC

Date:

By: Fldlar Software

Name: Ernest W. Riggen

Title:

Address: PO Box 6248

Rock Island, IL 61204

CHAMPAIGN COUNTY RECORDER'S ONLINE FEE SCHEDULE

SUBSCRIPTION COSTS FOR ONLINE RECORDS
Effective 07.01.2005

PLAN	# OF MINUTES	CHARGE	OVERAGE
1	0-250	\$75.00	0.25/min
2	up to 500	\$125.00	0.23/min
3	up to 1000	\$195.00	0.18/min
4	up to 2000	\$295.00	0.15/min
5	unlimited	\$400.00	none