

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE February 17, 2010 AGENDA

DEPARTMENT: County Clerk REQUESTED BY: Carolynn Caudill

REQUISITION NO.: _____ REQUISITION SHEET ATTACHED: _____ YES _____ X _____ N/A

NAME OF FUNDS: _____

FUND NUMBERS: _____ / _____ / _____ / _____

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? _____ YES _____ X _____ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: _____

AGENDA ITEM READS AS FOLLOWS: _____

Discussion and possible action to approve sixty-five (65) Memorandums of Understanding between Oklahoma County, on behalf of Carolynn Caudill, Oklahoma County Clerk and American Cadastre, LLC for Electronic Recording of Uniform Commercial Code eFilings with the following entities:

1. Farmers and Merchants Bank- Duke, Oklahoma
2. Farmers and Merchants Bank- Crescent, Oklahoma
3. First Bank & Trust- Perry, Billings & Covington, Oklahoma
4. Welch State Bank- Welch, Oklahoma
5. Welch State Bank- Miami, Oklahoma
6. Valiance Bank-Oklahoma City, Oklahoma
7. Union State Bank- Arkansas City, Oklahoma
8. The F&M Bank and Trust Company- Tulsa, Oklahoma
9. The Bank of Union- Union City, Oklahoma
10. TBS Factoring Services- Oklahoma City, Oklahoma
11. Summit Bank- Tulsa, Oklahoma
12. Stroud National Bank- Stroud, Wellston, & Perkins, Oklahoma
13. Stock Exchange Bank- Woodward, Oklahoma
14. Spirit Bank- Tulsa, Oklahoma
15. Red Crown Credit Union- Tulsa, Oklahoma
16. Quail Creek Bank- Oklahoma City, Oklahoma
17. Oklahoma Title & Escrow- Tulsa, Oklahoma
18. Oklahoma State Bank- Buffalo & Gage, Oklahoma
19. ONB Bank and Trust Company- Tulsa, Oklahoma
20. Oklahoma Heritage Bank- Stratford, Roff & Ada, Oklahoma
21. The Community State Bank- Poteau, Spiro, Wister & Talihina, Oklahoma
22. White Star Machinery- Tulsa, Oklahoma
23. The Farmers and Merchants National Bank of Fairview- Fairview, Oklahoma
24. The Central National Bank of Alva- Woodward, Oklahoma
25. The Bank of the West- Thomas, Leedey, and Oklahoma City, Oklahoma
26. Stockman's Bank- Gould, Altus, Hollis, Eldorado, and Mangum, Oklahoma
27. Stockman's Bank- Altus, Oklahoma
28. State Exchange Bank- Lamont, Oklahoma
29. Southwest State Bank- Sentinel, Oklahoma
30. Shamrock Bank, N.A.- Coalgate, Oklahoma
31. Regent Bank- Nowata, Tulsa, and South Coffeyville, Oklahoma
32. Oklahoma State Bank- Gage, Oklahoma

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33. National Livestock Credit Corporation- Oklahoma City, Oklahoma
34. First National Bank in Wewoka- Wewoka, Oklahoma
35. First National Bank- Idabel and Broken Bow, Oklahoma
36. Farm Credit of Western Oklahoma, ACA- Alva, Clinton, Elk City, Guymon, and Woodward, Oklahoma
37. Farm Credit of Central Oklahoma- Anadarko, Oklahoma
38. IBC Bank- Oklahoma City, Oklahoma
39. Interbank- Sayre, Elk City, Clinton, and Hobart, Oklahoma
40. JD Young Leasing, LLC- Tulsa, Oklahoma
41. Legacy Bank- Elk City, Weatherford, Hinton, Binger, Newcastle, Duncan, Oklahoma City, Marlow, Blanchard, Edmond, Oklahoma
42. McCurtain County National Bank- Idabel, Broken Bow, Valliant, Oklahoma
43. NBC Oklahoma- Oklahoma City, Oklahoma
44. First Capital Bank- Guthrie, Oklahoma
45. First Bethany Bank and Trust- Bethany, Oklahoma
46. First Commercial Bank- Oklahoma City, Oklahoma
47. First National Bank- Elkhart and Rolla, Kansas
48. First National Bank- Howard, Kansas
49. First National Bank of Stigler
50. The First State Bank- Ryan, Oklahoma
51. Grand Bank- Tulsa, Oklahoma
52. Grand Savings Bank- Grove and Jay, Oklahoma
53. Great Plains National Bank- Cordell, Oklahoma
54. Alva State Bank and Trust Company- Alva, Burlington, and Enid, Oklahoma
55. American Heritage Bank- Sapulpa, Oklahoma
56. American National Bank- Ardmore, Oklahoma
57. Arvest Bank- Shawnee, Oklahoma
58. Automotive Finance Corporation- Carmel, Indiana
59. BancFirst- Lawton, Oklahoma
60. Bank 7- Medford, Oklahoma City, and Woodward, Oklahoma
61. Central National Bank- Poteau, Oklahoma
62. Chisholm Trail Farm Credit- Enid, Oklahoma
63. Clune and Company LC- Mission, Kansas
64. Commerce Bank- Kansas City, Oklahoma
65. Diversified Financial Services- Omaha, Nebraska

Frank W. ...
for Carolyn ...

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

[Signature]
2/12/2010

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: _____ YES _____ N/A

COUNTY CLERK: _____ YES _____ N/A

Indicate any privacy-protected information that exists _____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____ APPROVED BY: _____
CHAIRMAN

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: February 9, 2010

COUNTY DEPARTMENT MAKING REQUEST: County Clerk

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

-Please review the attached sixty five (65) UCC Electronic Recording Memorandums of Understanding as to form and legality. You have previously approved the form itself the first of October 2009. The Memorandum of Understandings are for the following entities:

1. Farmers and Merchants Bank- Duke, Oklahoma
2. Farmers and Merchants Bank- Crescent, Oklahoma
3. First Bank & Trust- Perry, Billings & Covington, Oklahoma
4. Welch State Bank- Welch, Oklahoma
5. Welch State Bank- Miami, Oklahoma
6. Valiance Bank-Oklahoma City, Oklahoma
7. Union State Bank- Arkansas City, Oklahoma
8. The F&M Bank and Trust Company- Tulsa, Oklahoma
9. The Bank of Union- Union City, Oklahoma
10. TBS Factoring Services- Oklahoma City, Oklahoma
11. Summit Bank- Tulsa, Oklahoma
12. Stroud National Bank- Stroud, Wellston, & Perkins, Oklahoma
13. Stock Exchange Bank- Woodward, Oklahoma
14. Spirit Bank- Tulsa, Oklahoma
15. Red Crown Credit Union- Tulsa, Oklahoma
16. Quail Creek Bank- Oklahoma City, Oklahoma
17. Oklahoma Title & Escrow- Tulsa, Oklahoma
18. Oklahoma State Bank- Buffalo & Gage, Oklahoma
19. ONB Bank and Trust Company- Tulsa, Oklahoma
20. Oklahoma Heritage Bank- Stratford, Roff & Ada, Oklahoma
21. The Community State Bank- Poteau, Spiro, Wister & Talihina, Oklahoma
22. White Star Machinery- Tulsa, Oklahoma
23. The Farmers and Merchants National Bank of Fairview- Fairview, Oklahoma
24. The Central National Bank of Alva- Woodward, Oklahoma
25. The Bank of the West- Thomas, Leedey, and Oklahoma City, Oklahoma
26. Stockman's Bank- Gould, Altus, Hollis, Eldorado, and Mangum, Oklahoma
27. Stockman's Bank- Altus, Oklahoma
28. State Exchange Bank- Lamont, Oklahoma
29. Southwest State Bank- Sentinel, Oklahoma
30. Shamrock Bank, N.A.- Coalgate, Oklahoma
31. Regent Bank- Nowata, Tulsa, and South Coffeyville, Oklahoma

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FEB - 9 2010

CIVIL DIVISION
DISTRICT ATTORNEY

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32. Oklahoma State Bank- Gage, Oklahoma
33. National Livestock Credit Corporation- Oklahoma City, Oklahoma
34. First National Bank in Wewoka- Wewoka, Oklahoma
35. First National Bank- Idabel and Broken Bow, Oklahoma
36. Farm Credit of Western Oklahoma, ACA- Alva, Clinton, Elk City, Guymon, and Woodward, Oklahoma
37. Farm Credit of Central Oklahoma- Anadarko, Oklahoma
38. IBC Bank- Oklahoma City, Oklahoma
39. Interbank- Sayre, Elk City, Clinton, and Hobart, Oklahoma
40. JD Young Leasing, LLC- Tulsa, Oklahoma
41. Legacy Bank- Elk City, Weatherford, Hinton, Binger, Newcastle, Duncan, Oklahoma City, Marlow, Blanchard, Edmond, Oklahoma
42. McCurtain County National Bank- Idabel, Broken Bow, Valliant, Oklahoma
43. NBC Oklahoma- Oklahoma City, Oklahoma
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48. First National Bank- Howard, Kansas
49. First National Bank of Stigler
50. The First State Bank- Ryan, Oklahoma
51. Grand Bank- Tulsa, Oklahoma
52. Grand Savings Bank- Grove and Jay, Oklahoma
53. Great Plains National Bank- Cordell, Oklahoma
54. Alva State Bank and Trust Company- Alva, Burlington, and Enid, Oklahoma
55. American Heritage Bank- Sapulpa, Oklahoma
56. American National Bank- Ardmore, Oklahoma
57. Arvest Bank- Shawnee, Oklahoma
58. Automotive Finance Corporation- Carmel, Indiana
59. BancFirst- Lawton, Oklahoma
60. Bank 7- Medford, Oklahoma City, and Woodward, Oklahoma
61. Central National Bank- Poteau, Oklahoma
62. Chisholm Trail Farm Credit- Enid, Oklahoma
63. Clune and Company LC- Mission, Kansas
64. Commerce Bank- Kansas City, Oklahoma
65. Diversified Financial Services- Omaha, Nebraska

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Carolynn Caudill of *Chief Deputy*
for **Carolynn Caudill, County Clerk**
COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: 2/12/2010

REPLY BY DISTRICT ATTORNEY: _____

**DAVID PRATER,
DISTRICT ATTORNEY**

By: *[Signature]*

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ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING Uniform Commercial Code eFilings

THIS MEMORANDUM OF UNDERSTANDING is between Oklahoma County, on behalf of Carolynn Caudill, Oklahoma County Clerk ("**CLERK**"), American Cadastre, LLC (dba "**AMCAD**"), and Farmers & Merchants Bank ("**COMPANY**") with offices at
101 E 2nd Box 190 Duke, OK 73532

The Oklahoma County Clerk desires to offer the recording of Uniform Commercial Code (UCC) documents by electronic means providing for the receiving and transmitting of documents electronically in substitution for conventional paper based documents to the mutual benefit of the parties of the transactions.

This Memorandum of Understanding will be for the initial period from when this document is executed through June 30, 2010. Thereafter, this Agreement will extend automatically for consecutive fiscal one year terms unless terminated by written notice of thirty (30) days by any party to this Agreement for any reason at any time.

For purposes of this Memorandum of Understanding, *Electronic Recording* is defined to be the electronically based submitting of documents from **COMPANY** to **CLERK** and receipt of confirmation of recording, whether electronically or by other means, from **CLERK** to **COMPANY** based on the level of automation and structure of the transaction and is characterized in the industry by three different levels of automation and structure as follows:

Level 1 - Submitting organizations transmit scanned images of original ink signed documents to the **CLERK**. The **CLERK** completes the recording process in the same way as paper using the imaged copy as the source document. Once the **CLERK** accepts the documents for recording, the scanned image is "burned" with the recording information, including recording date and time as well as the unique recording reference number, such as instrument number. Indexing is performed by the indexing staff of the **CLERK'S** office, as with paper documents. A copy of the recorded images is returned to the submitter, together with the recording endorsement data.

Level 2 - Submitting organizations transmit scanned images of ink signed documents or an electronic document electronically signed and notarized, along with data necessary for processing, indexing, and returning the document, to the **CLERK**. The **CLERK** performs an electronic examination of the imaged document and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. If accepted for recording by **CLERK**, the electronic version of the recorded document is returned electronically or by other means to the submitter, together with the recording endorsement data.

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Level 3 – Submitting organizations transmit documents which have been created electronically containing the electronic indexing information in compliance of the Oklahoma Uniform Electronic Transaction Act (UETA). The **CLERK** performs an electronic examination of the electronic documents and indexing information, then completes the recording process using the electronic documents. The Recorded document and a signification of the recorded status of the document or documents are returned to the submitting organization electronically or by other means, along with recording endorsement data.

As noted in Attachment A, only Level 3 is available for Uniform Commercial Code e-filing with the **CLERK**.

Program Eligibility

Electronic Recording requires a close working relationship as well as mutual trust between the **CLERK**, **COMPANY**, and **AMCAD**. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between the parties involved in Electronic Recording in order to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.

Clerk Requirements

The Electronic Recording Program of **CLERK** is defined by the requirements attached to this Memorandum of Understanding.

Attachment A defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by the **CLERK**. **COMPANY** agrees to provide the transmission to the **CLERK** following the specifications outlined. **COMPANY** understands that the specifications may change from time to time. In the event changes to the specification are required, the **CLERK** will provide a written notice to the **COMPANY** within a reasonable timeframe.

Attachment B contains the document and indexing specifications for the Electronic Recording program. For each document type, the **CLERK** specific document code is provided along with the required indexing information. Any **CLERK** specific editing rules will also be described in this attachment.

Attachment C contains the processing schedules and hours of operation for the Electronic Recording program. No party shall be liable for any failure to perform

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processing of the transactions and documents where such failure results from any act of Nature or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions). By this agreement, **CLERK** is assuming no contractual liability whatsoever for any failure to record any document, delay in recording any document, or for the quality or content or lack thereof of any document presented for recording.

Attachment D provides the payment options supported for the Electronic Recording program.

Clerk Responsibilities

CLERK shall attempt to protect the integrity of the Recordation process through ongoing monitoring of documents received and recorded through the Electronic Recording means.

CLERK shall work with **AMCAD** and **COMPANY** to install, configure, and administer necessary infrastructure components to facilitate Electronic Recording.

CLERK shall test and maintain Electronic Recording software and hardware required to operate the Electronic Recording capability. **CLERK**, however, shall be held harmless and not liable for any damages resulting from software or equipment failure and assumes no contractual liability for any damages whatsoever via any part of this document.

CLERK shall institute security to authenticate verbal communications.

CLERK shall apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual process.

AmCad Responsibilities

AMCAD is responsible for providing, supporting, and maintaining Electronic Recording Software and internal Recording Software to **CLERK**.

AMCAD shall work with **COMPANY**, and **CLERK** to resolve issues encountered in the Electronic Recording process that are within scope of **AMCAD'S** software.

AMCAD, through the Electronic Recording software, shall maintain a baseline audit trail of documents received, IDs received, dates and times received, receipts to **COMPANY** received, receipts transmitted, and any errors encountered.

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Company Responsibilities

COMPANY shall work to ensure that all security measures and credentials implemented are protected. **COMPANY** assumes all responsibility for documents submitted through unique credentials provided to **COMPANY** for the purposes of engaging in Electronic Recording.

COMPANY shall be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission, for errors, omissions, defects, lapsed filings, page count discrepancies and other deformities that would impact the validity of the document. **COMPANY** will, at a minimum; have validation embedded in their software to prevent inconstant page counts from being transmitted to the **CLERK**.

COMPANY acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic format documents and business records and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents, the **COMPANY** intends to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, the **COMPANY** intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, the **COMPANY** shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files.

The **COMPANY** and or its' employees attest to the accuracy and completeness of the electronic records and acknowledge responsibility for the content of the documents submitted through the Electronic Recording Program. Should a dispute or legal action arise concerning an electronic transaction, the **CLERK** and **AMCAD** will be held harmless and not liable for any damages.

COMPANY is responsible for receiving receipt of documents recorded by **CLERK** insuring that the source of the receipt is known to be the **CLERK**. **COMPANY** is responsible for forwarding these documents to **CLERK**. **COMPANY** must maintain an audit trail of all activity, available to **CLERK** or **AMCAD**, at their request, to resolve

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issues or to investigate potential fraudulent activity. The audit trail must contain, at a minimum, submitter ID, submitted content at point of receipt from **COMPANY**, submitted content as at point of delivery to **CLERK**, dates and times submitted.

COMPANY will immediately notify the **CLERK** of any security incident, including but not limited to attempts to or actual unauthorized access to its pathway, which could compromise or otherwise adversely affect the County Clerk's data systems.

COMPANY is responsible for assisting with resolution of any technical issues associated with Electronic Recording. **COMPANY** shall work, in good faith, with **AMCAD** and **CLERK** to resolve issues with the Electronic Recording Process.

COMPANY shall provide end user support to both **AMCAD** and **CLERK** through which problems or issues can be reported and addressed. In the event that a problem is determined to be with the Electronic Recording software and not the infrastructure provided, the **COMPANY** shall work to resolve issues with **CLERK** and **AMCAD**.

COMPANY is solely responsible for any and all costs of the system, hardware or services that enable **COMPANY** to meet the Electronic Recording Program requirements provided by **AMCAD**.

COMPANY is responsible for coordinating all technical problems and issues through **CLERK**.

General Understandings

Documents may be rejected in accordance with Oklahoma law, including, but not limited to the following reasons: document errors, failure to pay the filing or other fees due, the document is not a type the County Clerk is authorized to accept for recording, or the document fails to meet any other applicable legal requirement.

The **CLERK**, **AMCAD** and **COMPANY** acknowledges that the electronic recording process is an emerging technology and that State and National standards will continue to evolve.

Any amendments or modifications to these Business Rules will generally be noticed providing at least 30 days notice prior to the change.

CLERK will not incur any liability for the information electronically transmitted by the **COMPANY** to **CLERK**.

CLERK will not incur any liability for any breach of security, fraud, or deceit as a result of Electronic Recording.

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Neither the **CLERK**, nor **COMPANY**, nor **AMCAD** shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

The **CLERK** and **COMPANY** will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

The **CLERK** may cease recording at any time with no notice in an emergency situation involving injury and damage to the county's recording system when the time requirement for notice would increase the likelihood of injury or damage.

Jurisdiction

The laws of the State of Oklahoma shall govern the validity of this Memorandum of Understanding, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Oklahoma County, Oklahoma.

Termination

Any party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination. Termination of such agreement shall result in the immediate halt of Electronic Recording from **COMPANY** to **CLERK**.

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IN WITNESS WHEREOF, the parties hereto have executed this contract.

CLERK

Signature

Printed Name

Title

Date

AMCAD



Signature



Printed Name

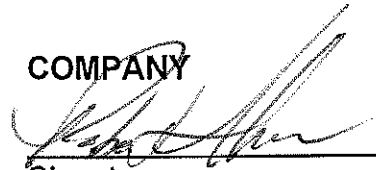


Title



Date

COMPANY



Signature

Robert Alexander

Printed Name

President

Title

10-16-2009

Date

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Approved this _____ day of _____, 2009.

**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA**

Ray Vaughn, Chairman

Willa Johnson, Vice Chairman

Brian Maughan, Member

ATTEST:

Carolynn Caudill, County Clerk

[Handwritten Signature]
ASST. DA
2/12/2010

Attachment A

Technical Specifications

Format of the transmitted File

Property Records Industry Association (PRIA) file format standard will be used and must comply with the Oklahoma Uniform Electronic Transaction Act. Images will be in Multi-page Group IV TIFF format and 300 dpi.

Communications Protocol and Options

TCP/IP, HTTP and HTTPS

Security Framework

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed.

Returned File Format

PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format.

Levels of Electronic Recording Supported for Oklahoma County Uniform Commercial Code efilings

Level 3 efilings

Electronic Signatures and Use of Digital Certificates

The use of Digital Certificates will need to adhere to the guidelines set out in the Oklahoma Uniform Electronic Transaction Act. Since UCC documents do not require a manual signature there is no need for Electronic Signatures.

Imaging Standards

Document will be scanned at 300 dpi.

Documents will be scanned in portrait mode.

Document images will be captured as multi-page Group IV TIFF images.

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portion of each page are captured.

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Attachment B

Documents and Indexing Specifications

Documents shall be accepted for filing according to the provisions of Oklahoma County law.

Document types available for this program and indexing standards are selected by **CLERK** and **CLERK** has the right to make changes to any document and indexing procedure without notice. The approved documents types can be found on the **CLERK's** website or can be obtained via inquiry at the **CLERK's** office.

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Attachment C

Service Offering

Training

Training or install help can be provided by **AMCAD** to the **COMPANY** at the standard hourly rate of \$250.00 plus expenses.

Hours of Operation

Documents may be submitted at any time during the week. Documents will only be processed between 8:00 a.m. and 5:00 p.m. (CST) on those days that the **CLERK** Recording Office is open to the public for business. Documents will not be processed on **CLERK** holidays, weekends, "snow days," etc., or in the event of network or equipment failure. **CLERK** will attempt to notify **COMPANY** of any disruption in service.

Processing Schedules

CLERK shall stop processing documents received via e-filing at 3:00 PM CST for the current business day.

Turnaround Timeframe

Every attempt will be made to process documents the same day received prior to the time listed above, but no guarantee is made nor given.

Alternative Delivery Options

There are no other electronic delivery options at this time.

Return to Options

Submitted documents that are accepted for recording will be provided to the **COMPANY** in electronic format after acceptance and recording. Confirmation of acceptance and recordation will include the document image and recording endorsement data. **CLERK** reserves the right to make changes to the index at a later date.

Submitted documents that are rejected will be returned to the **COMPANY** in electronic format after rejection, along with a description of the reason(s) for rejection.

Initially, reasons for rejections will be tabulated and discussed at 30 days and 120 days with the **COMPANY**.

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Service Help Contact Information

CLERK RECORDING CONTACTS:

Kerrie Hudson
Real Estate/UCC Director for Carolyn Caudill, Oklahoma County Clerk
405-713-1801 office
405-713-2241 fax
khudson@oklahomacounty.org
<http://countyclerk.oklahomacounty.org>

CLERK TECHNICAL CONTACT:

Mum
~~Tommie Parker
Oklahoma County Clerk IT Director for Carolyn Caudill Oklahoma County Clerk
Office: (405) 713-2376
ctfompar@oklahomacounty.org~~

John Caldwell
Programmer/Analyst for Carolyn Caudill Oklahoma County Clerk
Office: (405) 713-1339
jcaldwell@oklahomacounty.org

COMPANY BUSINESS CONTACT:

Name: Robert Alexander
Telephone Number: (580) - 679 - 3334
Email Address: fmb@brightok.net

COMPANY TECHNICAL CONTACT:

Name: Robert Alexander
Telephone Number: (580) - 679 - 3334
Email Address: fmb@brightok.net

CLERK E-RECORDING VENDOR SUPPORT CONTACT:

AmCad
Ed Campbell
Customer Support Manager
(703) 787-7775 ext 144
ecampbell@amcad.com

AmCad
Matthew Maines
Program Manager
(703) 787-7775 ext 138
mmaines@amcad.com

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CLERK E-RECORDING TECHNICAL SUPPORT CONTACT:

AmCad

Customer Support Mainline

(866) 793-6505

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Attachment D

ACH Payments

The **CLERK** will accept Automated Clearing House (ACH) Debit transactions as the payment method for an eRecording transaction. The **COMPANY** must sign an authorization form, allowing Automated Clearing House (ACH) transactions against the account being used to process fees for documents submitted. It is the **COMPANY'S** responsibility to inform the **CLERK** of any changes that may effect an ACH transaction at least 10 days before the change. The **CLERK** may terminate the **COMPANY'S** authorization for failure to report changes in ACH, or for unavailability of funds. The **COMPANY** will not be able to access the eRecording system if applications have been accepted and the fees have not been collected.

The **CLERK** will assess and collect a fee from the **COMPANY** of Thirty-five Dollars (\$35.00) for each ACH transaction that is returned due to unavailability of funds as provided by Title 19 Oklahoma Statutes (2008) Section 682. **CLERK** will follow procedures outlined in its Return Check Policy and Procedure for collection.

COMPANY agrees to settle account daily by submitting collections via Automated Clearing House (ACH) to **CLERK**. **COMPANY** will provide all necessary reports in connection with ACH transactions.