

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE 6-16-10 AGENDA

(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)

DEPARTMENT: County Clerk REQUESTED BY: Carolynn Caudill County Clerk

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

NAME OF FUNDS: _____

FUND NUMBERS: _____ / _____ / _____

PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS: _____ YES N/A

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

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve an agreement with First American Title & Trust Company. for CD's and/or FTP of ROD/UCC images. First American Title & Trust Company agrees to pay the charge of \$13.00 for CD and/or \$12.00 for FTP of imaged documents. The term of the agreement shall begin on July 1, 2010 and end on June 30,2011.

Frank W. Proctor, Chief Deputy

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

Please initial if privacy/security protected information exist

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION: _____ YES _____ N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION: _____ YES _____ N/A

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

DATE OF REQUEST: _____ APPROVED BY: _____

CHAIRMAN

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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: June 7, 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 Agreement with First American Title & Trust Company for CDs and/or FTP of Registrar of Deeds and UCC department images in the amount of \$13 per CD and/or \$12 for the FTP of imaged documents. This is the same cost as last year.

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
Carolynn Caudill, County Clerk
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: _____

By: David W. Prater, Chief Deputy
6/7/10

REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED OR FILED
2010 JUN -7 P 2:10
CAROLYNN CAUDILL
COUNTY CLERK

DAVID PRATER,
DISTRICT ATTORNEY

By: *[Signature]*

RECEIVED
JUN - 7 2010
CIVIL DIVISION
DISTRICT ATTORNEY

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AGREEMENT

This Agreement is made this 26th day of May, 2010 by and between the Board of County Commissioners of Oklahoma County, (on behalf of the Oklahoma County Clerk), hereinafter referred to as Oklahoma County, and First American Title & Trust Company, a corporation performing title and or abstract business within Oklahoma County, access to images within the County Clerk's Office, via the methodologies set forth in Section One below, and subject to terms and conditions as herein set forth. Oklahoma County may deem any breach of terms of this Agreement at its option as grounds for terminating this Agreement without notice.

SECTION ONE: TYPE OF SERVICE

Oklahoma County and First American Title & Trust Company agree to the following:

1. Pursuant to this Agreement, First American Title & Trust Company will receive images from the County Clerk's Registrar of Deeds Office in the methods set forth in Attachment A, "Fiscal Year 2010 - 2011 Image Procedure", which is attached hereto and incorporated herein by reference.

It is expressly understood that for the purposes of this Agreement, any designated agent of First American Title & Trust Company, which may receive said information, may do so only as it relates to their purpose of receiving and posting County Clerk data in a medium to be determined by First American Title & Trust Company. This information is considered secure and should not be given out to any other individual or entity other than those permitted by law. If any breach in security occurs, termination of this agreement could occur.

Additional access shall be granted only upon written request from User to Oklahoma County and upon written approval from Oklahoma County to User.

SECTION TWO: TERM OF AGREEMENT and CONSIDERATION

The term of this Agreement shall begin on the date of approval and end on the 30th day of June, 2011, provided however, that the parties may terminate the Agreement upon thirty (30) days written notice prior to the desired termination.

First American Title & Trust Company hereby expressly agrees to pay the estimated charge, per CD, of \$13.00 plus shipping charges (if any) for said methodology, and \$12.00 for FTP access to document images for use in the course of its business. Said obligation to pay commensurate upon the County's providing the service and access as set forth in Section One (1), paragraph One (1), First American Title & Trust Company will pay said estimated charge for CDs and/or FTP access to the imaged documents, in lieu of its statutory obligation to pay for photocopies of recorded documents. CDs and/or FTP access will be provided by the Clerk's Office on a weekly basis upon receipt of payment to the county. Said payments shall be remitted to the County Clerk of Oklahoma County by ACH transaction.

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SECTION THREE: NOTICE OF TERMINATION

Any notice required by this Agreement shall be delivered personally or be sent by mail, postage prepaid, addressed to either party as provided in this section. Notice to Oklahoma County shall be accomplished by personally serving or sending by facsimile or mail to:

Carolynn Caudill, Oklahoma County Clerk, or her successor:
320 Robert S. Kerr Avenue, Room 203
Oklahoma City, OK 73102

Notice to First American Title & Trust Company shall be accomplished by personally serving or sending by facsimile or mail to:

First American Title & Trust Co.
133 NW 8th
PO Box 1234
Oklahoma City, OK 73102

SECTION FOUR: USE OF EQUIPMENT

It is expressly understood by First American Title & Trust Company that the information as herein described shall be used only for the lawful business of First American Title & Trust Company, and shall not be transferred, distributed or shared in any way with another entity, third party or individual(s). Any use by any servants or employees which is not authorized, shall be considered by Oklahoma County as a total breach of the terms and conditions of this Agreement. First American Title & Trust Company agrees and covenants to take reasonable precautions to avoid the unauthorized use of this access.

SECTION FIVE: HOURS OF OPERATION

Pursuant to the consensus of both parties, Oklahoma County shall provide First American Title & Trust Company with said information from Oklahoma County during regular business hours, excluding any time required for unforeseen computer maintenance or preventative maintenance.

SECTION SIX: RIGHT OF INSPECTION

Oklahoma County shall have the right to enter and inspect the computer equipment, utilized by First American Title & Trust Company or its designated agent per this Agreement, for the purposes of inspection of said equipment to confirm its lawful use.

SECTION SEVEN: EXPIRATION OR TERMINATION

Upon expiration or termination of this agreement, First American Title & Trust Company agrees to allow Oklahoma County MIS to disable FTP function immediately.

SECTION EIGHT: ASSIGNABILITY

This Agreement shall not be assignable by First American Title & Trust Company. Provided further, First American Title & Trust Company covenants and warrants not to sub-lease said FTP service, access, CD's or information, without the express written consent of Oklahoma County. First

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American Title & Trust Company shall designate who their authorized agent is for weekly CDs and/or FTP access and their contact information.

SECTION NINE: RESTRICTIONS AGAINST ALTERATIONS

It is mutually agreed and understood that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto and no others. Provided further, no agent of either party to this Agreement has authority to alter or change the terms herein, and neither party is or shall be bound by any statement or representation not in conformity herewith.

SECTION TEN: FORCE MAJEURE

It is expressly understood by both parties that Oklahoma County shall be relieved of any liability in the event that a part of this contract cannot be performed due to causes which are outside the control of the parties and could not be avoided by exercise of due care.

Approved this 26th day of May, 2010, by First American Title & Trust Company, as evidenced by the following party signatures:

Sharon Wittrock

President

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Now comes Monika Wittrock, of First American Title & Trust Company, who appeared before me a Notary Public, this 26th day of May, 2010, and executed the above and foregoing document in their corporate capacity.

Shona L. Domgard
Notary Public

My Commission Expires 04/02/2013



SEAL

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Approved this _____ day of _____, 2010, by the BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY.

BOARD OF COUNTY COMMISSIONERS

Ray Vaughn, Chairman

Carolynn Caudill, County Clerk

Brian Maughan, Member

Willa Johnson, Member

ATTEST:

Carolynn Caudill, County Clerk

Approved as to form and legality:

6/7/2010

Assistant District Attorney

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ATTACHMENT "A"

Fiscal Year 2010 - 2011 IMAGE PROCEDURE:

For reasonable consideration, as set forth in the foregoing Agreement:

Each Work Week Oklahoma County will provide First American Title & Trust Company with CDs and/or FTP access containing images created the previous business day and an invoice. Oklahoma County will make available said CD(s) and/or FTP access to First American Title & Trust Company through their designated agent.

Oklahoma County will provide all images after the completion of three (3) books on CD and/ or Oklahoma County FTP site. Oklahoma County will be providing CD-R's with TIFF images in Group 4 format and placement of these images on Oklahoma County's FTP site, which may or may not have a directory structure included.

The invoice will contain the Book Numbers as they were received. Oklahoma County has stated that they will continue the Book and Page system of recording documents. If a new book is started during any day's activity, the new book number will be entered in the invoice with sequential page number entries noted. The final entry in the previous book will be noted.

If First American Title & Trust Company identifies a missing image(s), then First American Title & Trust Company will use the following procedure to request the missing image(s):

1. A written request by First American Title & Trust Company will be submitted to the Director of the County Clerk's ROD Department.
2. Request said images by book-and-page number and document number, when possible.
3. If the images exist on the Oklahoma County server, the images will be included on a CD and/ or county's FTP site, which contains the images scanned. This CD and/or FTP site will be provided to First American Title & Trust Company within one week of the date they were requested.
4. If the images are not on the Oklahoma County server, these images will be declared "not available at this time" in writing, within one week of the request date.