

# 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 Oklahoma City Abstract & Title. for CD's and/or FTP of ROD/UCC images. Oklahoma City Abstract & Title 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.

APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

*Mark W. Misher*  
*Chief Deputy*

\_\_\_\_\_  
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

# PENDING APPROVAL

485

## 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 Oklahoma City Abstract & Title 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**

*By: Frank W. Prater, Chief Deputy*

**DATE RECEIVED BY DISTRICT ATTORNEY:** 6/7/10

**REPLY BY DISTRICT ATTORNEY:** Received

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

**DAVID PRATER,**  
**DISTRICT ATTORNEY**

By: *[Signature]*

**RECEIVED**  
**JUN - 7 2010**  
**CIVIL DIVISION**  
**DISTRICT ATTORNEY**

# PENDING APPROVAL

## AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 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 Oklahoma City Abstract and Title, 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 Oklahoma City Abstract and Title agree to the following:

1. Pursuant to this Agreement, Oklahoma City Abstract and Title 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 Oklahoma City Abstract and Title, 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 Oklahoma City Abstract and Title. 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 30<sup>th</sup> day of June, 2011, provided however, that the parties may terminate the Agreement upon thirty (30) days written notice prior to the desired termination.

Oklahoma City Abstract and Title 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), Oklahoma City Abstract and Title 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.

# PENDING APPROVAL

## 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 Oklahoma City Abstract and Title shall be accomplished by personally serving or sending by facsimile or mail to:

Oklahoma City Abstract and Title  
1000 W. 15<sup>th</sup>  
Edmond, OK 73013

## SECTION FOUR: USE OF EQUIPMENT

It is expressly understood by Oklahoma City Abstract and Title that the information as herein described shall be used only for the lawful business of Oklahoma City Abstract and Title, 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. Oklahoma City Abstract and Title 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 Oklahoma City Abstract and Title 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 Oklahoma City Abstract and Title 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, Oklahoma City Abstract and Title agrees to allow Oklahoma County MIS to disable FTP function immediately.

## SECTION EIGHT: ASSIGNABILITY

This Agreement shall not be assignable by Oklahoma City Abstract and Title. Provided further, Oklahoma City Abstract and Title covenants and warrants not to sub-lease said FTP service, access, CD's or information, without the express written consent of Oklahoma County. Oklahoma City Abstract and Title shall designate who their authorized agent is for weekly CDs and/or FTP access and their contact information.



# PENDING APPROVAL

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

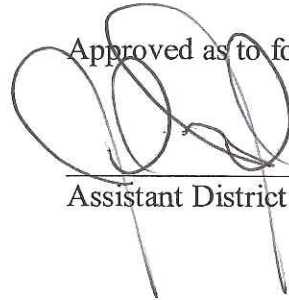
\_\_\_\_\_  
Brian Maughan, Member

\_\_\_\_\_  
Willa Johnson, Member

ATTEST:

\_\_\_\_\_  
Carolynn Caudill, County Clerk

Approved as to form and legality:

 6/7/2010  
\_\_\_\_\_  
Assistant District Attorney

# PENDING APPROVAL

## 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 Oklahoma City Abstract and Title 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 Oklahoma City Abstract and Title 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 Oklahoma City Abstract and Title identifies a missing image(s), then Oklahoma City Abstract and Title will use the following procedure to request the missing image(s):

1. A written request by Oklahoma City Abstract and Title 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 Oklahoma City Abstract and Title 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.