

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE 8-16-10 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 Stewart Abstract & Title of Oklahoma. for CD's and/or FTP of ROD/UCC images. Stewart Abstract & Title of Oklahoma 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)

*Frank W. Probst, 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 INFORMAITON: \_\_\_\_\_ 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 Stewart Abstract & Title of Oklahoma 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: Brad W. Prater, Chief Deputy*

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

**REPLY BY DISTRICT ATTORNEY:** Reviewed

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

RECEIVED  
JUN - 7 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

**DAVID PRATER,  
DISTRICT ATTORNEY**

By: *[Signature]*

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## 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 Stewart Abstract and Title of Oklahoma, 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 Stewart Abstract & Title of Oklahoma agree to the following:

1. Pursuant to this Agreement, Stewart Abstract & Title of Oklahoma 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 Stewart Abstract & Title of Oklahoma, 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 Stewart Abstract & Title of Oklahoma. 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.

Stewart Abstract & Title of Oklahoma 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), Stewart Abstract & Title of Oklahoma 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 Stewart Abstract & Title of Oklahoma shall be accomplished by personally serving or sending by facsimile or mail to:

Stewart Abstract & Title of Oklahoma  
701 N. Broadway Ave. # 300  
Oklahoma City, OK 73102

## SECTION FOUR: USE OF EQUIPMENT

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

## SECTION EIGHT: ASSIGNABILITY

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

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## 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 18<sup>th</sup> day of May, 2010, by Stewart Abstract & Title of Oklahoma, as evidenced by the following party signatures:



President

STATE OF OKLAHOMA    )  
  ) ss.  
COUNTY OF OKLAHOMA )

Now comes Gerri L. Heidebrecht, of Stewart Abstract & Title of Oklahoma, who appeared before me a Notary Public, this 18<sup>th</sup> day of May, 2010, and executed the above and foregoing document in their corporate capacity.

  
\_\_\_\_\_  
Notary Public

My Commission Expires 4/30/12



SEAL

# 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

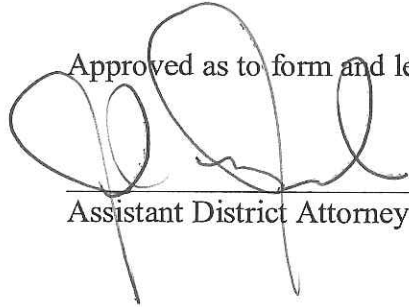
\_\_\_\_\_  
Brian Maughan, Member

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

ATTEST:

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

Approved as to form and legality:

  
\_\_\_\_\_  
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 Stewart Abstract & Title of Oklahoma 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 Stewart Abstract & Title of Oklahoma 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 Stewart Abstract & Title of Oklahoma identifies a missing image(s), then Stewart Abstract & Title of Oklahoma will use the following procedure to request the missing image(s):

1. A written request by Stewart Abstract & Title of Oklahoma 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 Stewart Abstract & Title of Oklahoma 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.