

# PENDING APPROVAL

626

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE \_\_\_\_\_ 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 Co-Data, Inc. for CD's and/or FTP of ROD/UCC images. Co-Data, Inc. 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.

*Carolynn Caudill by Cheri Fluey Spahrman, Chief Deputy*

APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

*[Signature]*  
6/29/2010

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: QC 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

STATE OF OKLAHOMA  
CAROLYNN CAUDILL  
COUNTY CLERK

2010 JUN 29 P 4: 50

STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
RECORDED OR FILED

# 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 Co-Data, Inc. an Oklahoma corporation, owned by Old Republic Title Co. of Oklahoma, Capitol Abstract & Title Company, First American Title & Trust Company, American Eagle Title Insurance Company, Oklahoma City Abstract & Title Company, and Stewart Abstract & Title of Oklahoma 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 Co-Data agree to the following:

1. Pursuant to this Agreement, Co-Data 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 Co-Data, 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 Co-Data. 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.

Co-Data 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), Co-Data 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 Co-Data shall be accomplished by personally serving or sending by facsimile or mail to: Co-Data, its service agent or at the business location of any of the six participating entities (Old Republic Title, Capitol Abstract, First American, American Eagle, Oklahoma City Abstract or Stewart Abstract).

## **SECTION FOUR: USE OF EQUIPMENT**

It is expressly understood by Co-Data that the information as herein described shall be used only for the lawful business of Co-Data, 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. Co-Data 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 Co-Data 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 Co-Data 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**

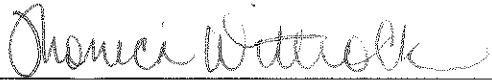
Upon expiration or termination of this agreement, Co-Data agrees to allow Oklahoma County MIS to disable FTP function immediately.

## **SECTION EIGHT: ASSIGNABILITY**

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



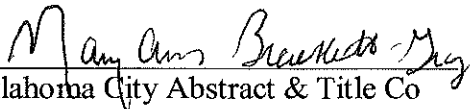
# PENDING APPROVAL



First American Title & Trust Co.  
President  
133 NW 8<sup>th</sup> Street  
Oklahoma City, OK 73102



American Eagle Title Insurance Co  
Vice President  
419 N. Walnut Ave. # 100  
Oklahoma City, OK 73104



Oklahoma City Abstract & Title Co  
Vice President  
1000 W. 15<sup>th</sup> Street  
Edmond, OK 73013



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

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

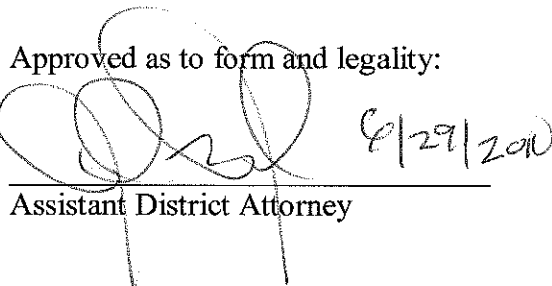
\_\_\_\_\_  
Brian Maughan, Member

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

ATTEST:

Approved as to form and legality:

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

  
\_\_\_\_\_  
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 Day Oklahoma County will provide Co-Data with CDs and FTP access containing images created the previous business day and an invoice. Oklahoma County will make available said CD(s) and FTP access to Co-Data through their designated agent.

Oklahoma County will provide all images that were scanned in the previous regular business day, on that next day's CD and 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 Document Number (Recording Number at Point of Sale) of the first and last document filed in previous business day. 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. The invoice will also contain information whether "Federal Tax Liens are included" or "No Federal Tax Liens Filed."

If Co-Data identifies a missing image(s), then Co-Data will use the following procedure to request the missing image(s):

1. A written request by Co-Data 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 county's FTP site, which contains the images scanned. This CD and FTP site will be provided to Co-Data 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.

Oklahoma County from time-to-time may be in the process of scanning images from prior dates that have not been available electronically. On the day these images are scanned, they will be included with the "new" images scanned each day on the county's FTP site.