

## 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 First American CoreLogic, Inc. for CD's and/or FTP of ROD/UCC images. First American CoreLogic, 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 Cheli Rice, Spelman, 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: CC 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: \_\_\_\_\_

STATE OF OKLAHOMA  
CAROLYNN CAUDILL  
COUNTY CLERK  
CHAIRMAN  
2010 JUN 29 P 4:58  
STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
RECORDED OR FILED

# PENDING APPROVAL

## AGREEMENT

This Agreement is made this \_\_\_1st\_\_\_ day of \_\_\_July\_\_\_, 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 CoreLogic, Inc. ("CoreLogic") 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 CoreLogic agree to the following:

1. Pursuant to this Agreement, CoreLogic 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 CoreLogic 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 CoreLogic. 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.

CoreLogic 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), CoreLogic 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.

### SECTION THREE: NOTICE OF TERMINATION

# PENDING APPROVAL

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 CoreLogic shall be accomplished by personally serving or sending by facsimile or mail to:

CoreLogic  
Attn. Leila Weaver  
11010 White Rock Road  
Rancho Cordova Ca 95670

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

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

## **SECTION EIGHT: ASSIGNABILITY**

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

# PENDING APPROVAL

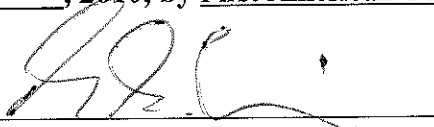
## SECTION NINE: RESTRICTIONS AGAINST ALTERATIONS

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 21<sup>st</sup> day of June, 2010, by First American CoreLogic, Inc., as evidenced by the following party signatures:

  
\_\_\_\_\_  
President *Chief Executive Officer*

STATE OF OKLAHOMA    )  
                                  ) ss.  
COUNTY OF OKLAHOMA )

Now comes \_\_\_\_\_, of First American CoreLogic, Inc. who appeared before me a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2010, and executed the above and foregoing document in their corporate capacity.

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

My Commission Expires \_\_\_\_\_

SEAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 6/21/2010 before me, Sue Vanderwall, NP

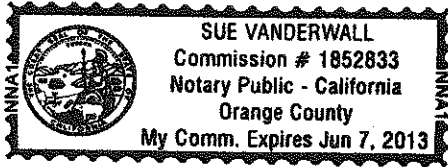
personally appeared George S. Livermore

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sue Vanderwall



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Data Acquisition Agreement - Applekoma Co., OK

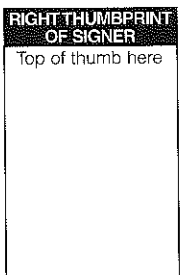
Document Date: July 1, 2010 Number of Pages: 5

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: George Livermore

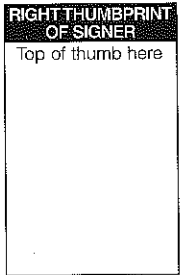
- Individual
Corporate Officer - Title(s): CED
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

6/23

# 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

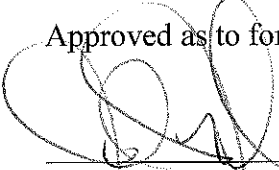
\_\_\_\_\_  
Brian Maughan, Member

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

ATTEST:

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

Approved as to form and legality:

  
8/29/2010  
\_\_\_\_\_  
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 CoreLogic 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 CoreLogic 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 CoreLogic identifies a missing image(s), then CoreLogic will use the following procedure to request the missing image(s):

1. A written request by CoreLogic 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 CoreLogic 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.