

County Request No. 129

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 03/27/2025 Department: County Clerk

State the nature of the legal request: Please review the attached agreement, to be added to the next BOCC agenda. Requested by Kerrie Hudson, Chief Deputy, County Clerk.

RECEIVED

MAR 27 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

Kerrie Hudson
Signature

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 3/27/25

[Signature]
Assistant District Attorney

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: Maressa Treat, County Clerk

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

NAME OF FUNDS: _____

FUND NUMBERS: _____ / _____ / _____

PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS: _____ YES X 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 Heritage Abstract of Oklahoma LLC, for FTP access of Real Estate/UCC images. Heritage Abstract of Oklahoma LLC, agrees to pay the charge of \$1,000.00 monthly for FTP access of imaged documents. The term of the agreement shall end on June 30, 2025.

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

AGREEMENT

This Agreement is made this 7th day of March, 2024 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 Heritage Abstract of Oklahoma, LLC., a corporation 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 Heritage Abstract of Oklahoma LLC. agree to the following:

1. Pursuant to this Agreement, Heritage Abstract of Oklahoma LLC. will receive images from the County Clerk's Registrar of Deeds Office in the methods set forth in Attachment A, "Fiscal Year 2024 – 2025 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 Heritage Abstract of Oklahoma LLC., which may receive said information, may do so only as it relates to their purpose of receiving and posting County Clerk images by subscription to a folder on FTP/Cloud site for Heritage Abstract of Oklahoma LLC. 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.

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, 2025, provided however, that the parties may terminate the Agreement upon thirty (30) days written notice prior to the desired termination.

Heritage Abstract of Oklahoma LLC. hereby expressly agrees to pay the charge of \$1,000.00 per month for unlimited FTP/Cloud access of 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), Heritage Abstract of Oklahoma LLC. will pay said charge for FTP/Cloud access to the imaged documents, in lieu of its statutory obligation to pay for photocopies of recorded documents. FTP/Cloud access will be provided by the Clerk's Office daily upon receipt of payment to the county. Said payments shall be remitted to the County Clerk of Oklahoma County by ACH transaction on the 1st business day of each month.

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:

Oklahoma County Clerk:
320 Robert S. Kerr Avenue, Room 203
Oklahoma City, OK 73102

Notice to Heritage Abstract of Oklahoma LLC, . shall be accomplished by personally serving or sending by facsimile or mail to:

Heritage Abstract of Oklahoma LLC

ADDRESS 7306 South Lewis Ave
Tulsa, OK 74136

SECTION FOUR: USE OF EQUIPMENT

It is expressly understood by Heritage Abstract of Oklahoma LLC, . that the information as herein described shall be used only for the lawful business of Heritage Abstract of Oklahoma LLC, ., 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. Heritage Abstract of Oklahoma LLC, . 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 Heritage Abstract of Oklahoma LLC, . with said information from Oklahoma County during regular business hours, excluding any time required for unforeseen computer maintenance or preventative maintenance.

SECTION SIX: EXPIRATION OR TERMINATION

Upon expiration or termination of this agreement, Heritage Abstract of Oklahoma LLC, . agrees to allow Oklahoma County to disable FTP function immediately.

SECTION SEVEN: ASSIGNABILITY

This Agreement shall not be assignable by Heritage Abstract of Oklahoma LLC, . Provided further, Heritage Abstract of Oklahoma LLC, . covenants and warrants not to sub-lease said FTP/Cloud service access information, without the express written consent of Oklahoma County. Heritage Abstract of Oklahoma LLC, . shall designate who their authorized agent is for daily FTP/Cloud access and their contact information.

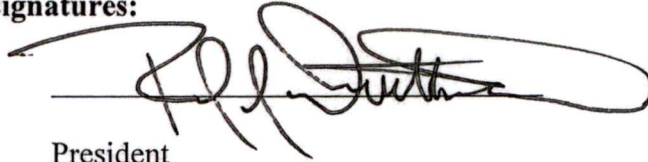
SECTION EIGHT: RESTRICTIONS AGAINST ALTERATIONS

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 NINE: 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 7th day of March, 2025, by Heritage Abstract of Oklahoma LLC,
as evidenced by the following party signatures:



President

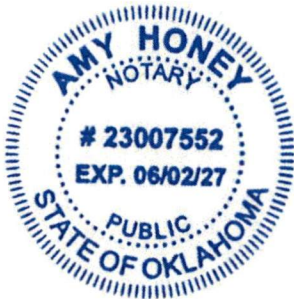
STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Now comes Randy Dittmann of Heritage Abstract of Oklahoma LLC, who appeared before me a Notary Public, this 7th day of March, 2025, and executed the above and foregoing document in their corporate capacity.

Amy Honey

Notary Public

My Commission Expires June 2, 2027



SEAL

Approved this _____ day of _____, 2025, by the BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY.

BOARD OF COUNTY COMMISSIONERS

Chairman

County Clerk

Vice-Chairman

Member

ATTEST:

Approved as to form and legality:

County Clerk



Assistant District Attorney

ATTACHMENT "A"

Fiscal Year 2024 - 2025 IMAGE PROCEDURE:

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

Each Work Week Oklahoma County will provide Heritage Abstract of Oklahoma LLC, . with subscription access containing images created the previous business day. Oklahoma County will make available FTP/Cloud access to Heritage Abstract of Oklahoma LLC, .

Oklahoma County will provide all images daily to the Oklahoma County Clerk FTP/Cloud site. Oklahoma County will be providing TIFF images in Group 4 format and placement of these images on Oklahoma County Clerk's FTP/Cloud site. Additionally Oklahoma County will provide any replacement or rescanned images on the FTP/Cloud site.

If Heritage Abstract of Oklahoma LLC, . identifies a missing image(s), then Heritage Abstract of Oklahoma LLC, . will use the following procedure to request the missing image(s):

1. A written request by Heritage Abstract of Oklahoma LLC, . will be submitted to the Supervisor 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 the county's FTP/Cloud site, which contains the images scanned. This FTP/Cloud site will be provided to Heritage Abstract of Oklahoma LLC, . within 48 hours 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 48 hours of the request date.