

**OKLAHOMA COUNTY
BOCC**

AGENDA ITEM REQUEST SHEET

FOR THE June 25, 2025 AGENDA

DEPARTMENT: Treasurer REQUESTED BY: Tammy Jones, x1324

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

NAME OF FUNDS: _____

FUND NUMBERS: _____ / _____ / _____

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? _____ YES _____ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: _____

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action regarding the authorization for the chairman to sign the service agreement between Autoagent Data Solutions, LLC and the BOCC for the Oklahoma County Treasurer, to implement, host and maintain the real estate tax processing and payment software known as "Autoagent Software" used to process escrow taxes. The effective dates of the agreement will be from July 1, 2025 through June 30, 2026. There is no cost to Oklahoma County. Requested by Forrest "Butch" Freeman, Oklahoma County Treasurer, and approved as to form and legality by Aaron Etherington, Assistant District Attorney.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: _____ YES _____ N/A

COUNTY CLERK: _____ YES _____ N/A

Indicate any privacy-protected information that exists _____

(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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AGREEMENT:

The Implementation, Hosting and Maintenance of the
Real Estate Tax Processing Cloud-Based Software Provided as a Service Known as "EscrowCloud"

Prepared for:

Oklahoma County Treasurer, OK

AGREEMENT

This AGREEMENT is made and entered into as of the date specified by Customer on the below signature page (the "Effective Date"), by and between Autoagent Data Solutions, LLC (hereinafter, "Autoagent"), a Delaware corporation, maintaining its principal place of business at 433 Plaza Real, Suite 275, Boca Raton, FL 33432, and Oklahoma County Treasurer, OK (hereinafter, "Agency"), a government agency maintaining its principal place of business at 320 Robert S. Kerr, Oklahoma City, OK.

1. **TERM:** This Agreement shall be in effect for a period of one (1) years from the Effective Date (the "Initial Term") and shall be renewed automatically for successive one-year terms thereafter (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party provides to the other written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. In addition, either party may terminate this Agreement at any time for "Good Cause" by providing to the other party at least sixty (60) days' prior written notice specifying the intended date of termination and detailing the circumstances constituting "Good Cause" for termination. "Good Cause" is defined as: a) inability by Autoagent to properly and timely import billing data provided by the Agency; b) inability of Autoagent to provide accurately formatted payment files; c) inability of Autoagent to perform the services contemplated by this Agreement due to circumstances beyond its control; d) inability of Autoagent to provide reasonable security of the data hosted by Autoagent; and e) inability of Autoagent to reduce Agency refunds from the "Core Tax Servicers" for the first tax season completed during the Term (compared to the average Agency refunds from the Core Tax Servicers during the same tax season for the immediately preceding three (3) years). The term "Core Tax Servicers" means the main tax servicing companies, specifically CoreLogic Real Estate Tax Service, Lereta LLC, and Wells Fargo Real Estate Tax Services (or any successors thereto).
2. **RESPONSIBILITIES:**
 - A. **Autoagent.**
 - 1) **License to Use the EscrowCloud Platform.** Autoagent hereby grants to Agency a limited, non-exclusive, non-sublicensable license to use the EscrowCloud platform during the Term. Autoagent shall make the EscrowCloud platform available for Agency's use, and Agency agrees to use the EscrowCloud platform, on an "as-is" basis, subject to any changes and improvements Autoagent may make to the platform from time to time.
 - 2) **Availability.** Autoagent shall host and maintain the EscrowCloud platform, and shall make the EscrowCloud platform available for Agency's use on a 99% availability basis, excluding times of scheduled maintenance. Agency shall not be responsible for any expenditures that Autoagent may incur in relation with the maintenance and hosting of the EscrowCloud platform.
 - 3) **Integration.** To the extent necessary to fulfill the purpose of this Agreement, Autoagent shall integrate its EscrowCloud platform to Agency's billing and payment file layouts.
 - 4) **Cost.** Autoagent shall make the EscrowCloud platform available for Agency's use at no cost to Agency. Autoagent shall be entitled to recover costs and fees from the end users of the EscrowCloud platform ("Payers"). Payers are third-party companies (including but not limited to the Core Tax Servicers) who pay fees for data access and/or make payment commitments to the Agency electronically using the EscrowCloud platform.
 - 5) **Training.** Within thirty (30) days after completion of the integration described above or as otherwise agreed by the parties hereto, Autoagent shall provide to Agency a one-hour virtual training session or guided launch session (the "Initial Training") to ensure that Agency staff has the knowledge required to use the EscrowCloud platform.
 - B. **Agency.**
 - 1) **License to Use the EscrowCloud Platform.** Agency agrees to use the EscrowCloud platform subject to the above-described license and only for its own purposes as contemplated by this Agreement, and agrees not to copy, distribute, decompile, or reverse engineer the EscrowCloud platform.

- 2) **Integration.** Agency agrees to provide reasonable and timely cooperation to Autoagent to facilitate the integration of the EscrowCloud platform as described above. Agency's cooperation shall include without limitation answering set-up questions and providing sample billing and payment files and associated layouts promptly upon Autoagent's request, but in no event less than three (3) weeks prior to the first billing-collection start date to occur during the Term.
 - 3) **Training.** Agency agrees to cause the appropriate personnel to attend the Initial Training at a time that is mutually agreeable to the parties hereto.
 - 4) **Data Delivery Requirements.** Using the EscrowCloud platform, Agency agrees to provide to Autoagent the "Required Data" at least once per week during the Agency's billing cycles, and at least once per month at all other times during the Term, to facilitate accurate payments by the Payers and to minimize Agency refunds. The "Required Data" means updated billing data that contains, at a minimum, the following data elements: account number, owner name, address, base billing amounts, current billing balances, current interest and penalties, prior delinquencies, legal description, and current account statuses (such as, if applicable, tax sales, bankruptcies, and active exemptions such as homestead, veteran, disability, and other exemptions that may reduce tax balances) (together, the "Required Data"). If Agency is unable to deliver all the data elements specified above on an automated basis, the term "Required Data" includes only those data elements that Agency is able to deliver on an automated basis, and Agency agrees to work in good faith, with the assistance of Autoagent and any tax software vendor used by Agency, to provide all of the above data elements on an automated basis within a mutually agreeable timeframe. The Required Data helps ensure that escrow companies can properly research their accounts to maintain proper escrow balances, ensure accurate payments, and minimize Agency refunds.
 - 5) **Payer Participation.** Agency agrees to encourage all their local, regional, and national mass payers, including Tax Servicers such as CoreLogic, to utilize the EscrowCloud platform for escrow or mass pay payments, as well as for their billing data delivery needs. Autoagent will support the Agency by providing automated tools, comprehensive knowledge, and clearly documented materials and instructions. These resources will enable the Agency to effectively guide Mass Payer groups in adopting and participating in the platform.
3. **OWNERSHIP AND LICENSE:** Any and all software, including the EscrowCloud platform and any modifications thereto, developed and compiled by Autoagent pursuant to this Agreement shall be the property of Autoagent.

This Agreement shall be governed by the laws of the State of at Oklahoma.



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ACCEPTANCE

The undersigned execute the foregoing agreement by placing their signatures below as of the Effective Date.

FOR THE CUSTOMER:

Company: _____

Name: _____

Signature: _____

Title: _____

Address: _____

Effective Date: _____

FOR AUTOAGENT:

Company: Autoagent Data Solutions, LLC

Name: Stacy Hunt

Signature: 

Title: VP of Business Development

Address: 433 Plaza Real, Suite 275

Boca Raton, FL 33432

OKLAHOMA COUNTY COMMISSIONER

CHAIRMAN _____

DATE _____

OKLAHOMA COUNTY MIS

DIRECTOR _____

DATE _____

ATTEST:

MARESSA TREAT, COUNTY CLERK

County Request No. 300

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: 5/9/2025 Department: Treasurer

State the nature of the legal request: Review agreement between Autoagent Data

Solutions, LLC and the BOCC for the Oklahoma County Treasurer, to implement, host and
maintain the real estate tax processing and payment software known as "Autoagent Software"
used to process escrow taxes. There is no cost to Oklahoma County.

James "Butch" Freeman

County Officer or Department Director

RECEIVED

MAY 09 2025

Reply of District Attorney's Office: _____

CIVIL DIVISION
DISTRICT ATTORNEY

Reviewed OK

Date of Reply: 5/9/25

[Signature]
Assistant District Attorney