

MEMORANDUM

**TO:** Board of County Commissioners  
Attention: Ron Peters Chair

**FROM:** Tom D. Trimble  
Information Technology Director



**SUBJECT:** Computer Access Agreement

**DATE:** May 6, 2014

I am submitting for your approval the attached agreement between Tulsa County and R.A. Damps Aguilar. The LRMIS agreement will provide access to computerized land records in the Tulsa County Treasurer's, Assessor's and County Clerk's offices.

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With the approval of the agreement, we will have 560 subscribers to the land records data system.

**ORIGINAL SENT TO PAT KEY, COUNTY CLERK, FOR PLACEMENT ON THE BOARD OF COUNTY COMMISSIONERS MEETING AGENDA ON MAY 12, 2014.**

**XC:** Commissioner John Smaligo  
County Assessor Ken Yazel  
County Clerk Pat Key  
County Treasurer Dennis Semler  
Mark Liotta

AGREEMENT

This Agreement is made and entered into this 25 day of April, 2014,  
by and between the Board of County Commissioners of Tulsa County, Oklahoma hereinafter  
referred to as "County" and R.A. Danny Aguilar,  
hereinafter referred to as "Subscriber."

WHEREAS, "County" has an Information Technology System with remote access capabilities; and,

WHEREAS, the offices of the Tulsa County Treasurer, Assessor, and County Clerk have their records computerized and access to said records may be obtained through the Tulsa County Information Technology System by the use of remote workstation; and,

WHEREAS, "Subscriber" uses the records of the above offices in its work and would like to utilize the computerized records by the use of a remote workstation to be located in the office of the Subscriber; and,

WHEREAS, the use of such remote workstation by Subscriber would increase the amount of workspace open to the public in the offices of the County and also will result in reduced telephone calls.

THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the parties agree to the following:

1. Tulsa County provides remote access to the Land Records data and document images by using the Internet. Land Records data and document images can be accessed over the Internet by using the web address <https://lrms.tulsacounty.org>. Land Records data can also be accessed at the Tulsa County Clerk's Office and any Tulsa City-County Library location.

2. Each Subscriber will be assigned a unique UserID for identification purposes and password. When accessed the system will request the UserID and password; if this is keyed in incorrectly, the Subscriber will have two additional tries to enter the correct information. If, after three attempts, the information is still not transmitted correctly this identification number and password will be disabled and the Subscriber must call (918) 596-4800 or Email [helpdesk@tulsacounty.org](mailto:helpdesk@tulsacounty.org) to request assistance.

3. Subscriber is responsible for all equipment, software, and maintenance for this service at their location.

4. Subscriber agrees to hold Tulsa County harmless from, and to defend Tulsa County at Subscriber's expense against every claim, damage, loss, liability, and/or suit arising out of any injury, including death, to person and/or property, caused by Subscriber and arising from the installation of and/or presence of the service to person and/or property, or for unlawfully divulging any information.

5. Subscriber agrees to make no attempt to reverse engineer, alter, or in any way change the application or by-pass the print process or fee structure for printing online images.

6. Tulsa County Information Technology Department's first responsibility is to provide computer and data processing services to Tulsa County and its departments, and to other governmental agencies, which work in conjunction with Tulsa County. In the event the use of a remote workstation by private entities, including but not limited to Subscriber, creates an inability to perform this responsibility, Tulsa County may cancel this Agreement for any reason upon sixty (60) days written notice and explanation to Subscriber, which reasons may include but not be limited to being a response problem created by Subscriber's use of the remote workstation.

Optimal response time for the Tulsa County Information Technology System is an average of five (5) seconds. Before any termination may be made of this Agreement due to a problem with increased county-wide response time, County will make a determination that county-wide response time has increased above the optimal response time for a reasonable period of time sufficient to show that a problem has arisen, and Subscriber agrees to abide by Tulsa County's decision in that matter.

7. The only County records which can be accessed at this time from the remote workstation located at Subscriber's address are those available from the LRMIS menu.

8. Access to Tulsa County's records will only be available when the system is operative. System maintenance may occur after regular business hours and on weekends. The Helpdesk will be available Monday through Friday 8:00 AM to 5:00 PM central time except County holidays and on days when the Tulsa County Courthouse and/or Administration Building are closed.

9. Subscriber will pay a Thirty Dollar (\$30.00) monthly use charge for 600 entries to Tulsa County. This monthly fee is subject to change upon 30 days written notice.

10. Subscriber will pay a charge of \$0.06666 per transaction to the Tulsa County Information Technology System for all transactions over 600 per month. Tulsa County will send an itemized bill each month listing total transactions. This monthly fee is subject to change upon 30 days written notice.

11. Tulsa County will bill Subscriber for all charges in one bill each month. Subscriber will remit payment in full within thirty (30) days of the date of the bill. Accounts will be disabled for partial or non-payment. In the event of a dispute over the amount of a bill,

or any portion thereof, Subscriber will remit the full amount of the bill, and then submit the matter to the Board of County Commissioners for resolution. Decision of the Board shall be final.

12. Subscriber understands and accepts that Internet access via the Land Records application has been tested and developed using Microsoft operating systems and Microsoft's Internet Explorer Browser. Non-Microsoft products may or may not be compatible, and are not guaranteed to provide the same level of functionality.

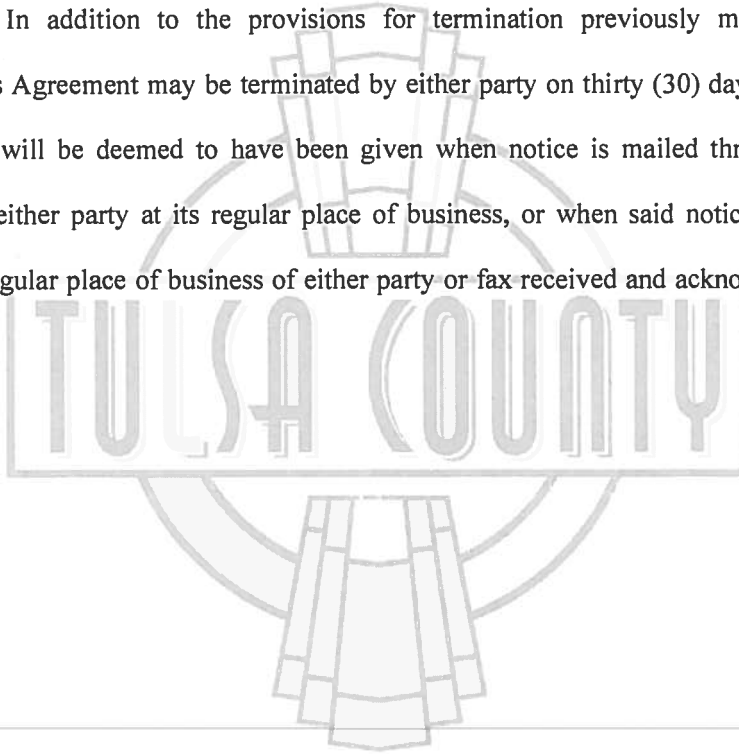
13. Subscriber agrees that Tulsa County will not be responsible for and will not have any liability for any damages, including but not limited to, loss of business, resulting from the use and/or interpretation of the data obtained through the Tulsa County Information Technology System by Subscriber or any of its agents, servants or employees.

Further, Subscriber agrees that Tulsa County will not be responsible for and will not have any liability for any damages and/or any other claim for loss or injury which Subscriber might suffer as a result of the Tulsa County Information Technology System being inoperative at any time.

14. This Agreement comprises the entire agreement between the parties and it may not be changed, modified, and/or amended except in writing and approved by both parties. This Agreement may not be assigned by either party without the written approval of the other party, and any such assignment or unauthorized use by a party or parties not under an Agreement with Tulsa County immediately voids the Agreement between Tulsa County and the Subscriber allowing or furnishing said usage or data and damages, if any, will be borne by the Subscriber in violation of the Agreement.

15. This Agreement shall be in full force and effect from the date of the signing by both parties.

16. In addition to the provisions for termination previously mentioned in this Agreement, this Agreement may be terminated by either party on thirty (30) days written notice. Written notice will be deemed to have been given when notice is mailed through the United States mail to either party at its regular place of business, or when said notice is delivered in person at the regular place of business of either party or fax received and acknowledged by both parties.



ATTEST:

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COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS  
TULSA COUNTY, OKLAHOMA

BY: \_\_\_\_\_  
CHAIRMAN

SUBSCRIBER

BY: RA Dany Asimlan  
NAME:

COMPANY NAME: Affordable Bail Bonds, LLC

COMPANY ADDRESS: 121 N. Denver  
Tulsa, OK 74103

TELEPHONE NUMBER: 918-584-4500

CONTACT PERSON: Donna Jeffers