

STATE OF INDIANA

BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

ORDINANCE NO. 19 -- 2011

**AN ORDINANCE ASSIGNING
AUTHORITY TO ENTER ACCOUNT
AGREEMENTS TO THE CLARK COUNTY
RECORDER FOR THE PAYMENT OF COPY FEES**

WHEREAS, in accordance with the provisions of Ind. Code § 36-2-2-2, the Board of Commissioners of Clark County, Indiana (the "Board"), is the executive body of Clark County, Indiana (the "County"); and,

WHEREAS, in accordance with the provisions of Ind. Code § 36-2-3.5-4, is authorized to negotiate contracts on behalf of the County government, and may expressly assign such authority to other elected offices; and

WHEREAS, in accordance with the provisions of Ind. Code § 36-2-11-8, the Recorder of Clark County, Indiana (the "Recorder") is required to record all instruments that are proper for recording in order of receipt, and must establish a procedure by which the public may access such recorded instruments; and

WHEREAS, in accordance with the provisions of Ind. Code § 5-14-3-3, the Recorder must allow any person to inspect and copy the recorded instruments during the regular business hours of the agency; and,

WHEREAS, in accordance with the provisions of Ind. Code § 36-2-7-10, the Recorder is required to tax and collect fees for the copying of such recorded instruments; and,

WHEREAS, the Board believes it is in the best interest of the County to assign authority to the Recorder of Clark County, Indiana to negotiate account agreements with members of the public for the copying of public records.

BE IT THEREFORE ORDAINED by this Board in accordance with the provisions of Ind. Code § 36-2-3.5-4 as follows:

1. The Recorder of Clark County, Indiana is expressly assigned the authority to negotiate and enter account agreements with members of the public for the copying of public records in accordance with the form of agreement attached hereto as **Exhibit "A"**.
2. Such account agreements shall be administered at the discretion of the Recorder.
3. Any proceeds collected under the provisions of such account agreements shall be paid into the county treasury in accordance with the provisions of Ind. Code § 36-2-7-10.

So Ordained this 4th day of August, 2011.

Members voting "NO":

M. Edward Meyer, Commissioner


Mike Moore, Commissioner

Les Young, Commissioner

Members voting "YES":



M. Edward Meyer, Commissioner



Mike Moore, Commissioner



Les Young, Commissioner

Attested by:



R. Monty Snelling, Clark County Auditor

OFFICE OF THE
CLARK COUNTY RECORDER

501 East Court Avenue
Jeffersonville, Indiana 47130
(812) 285-6235

ACCOUNT REQUEST FORM

This form must be completed in full and signed by a principal owner, partner, or officer of the corporation, company, or other business entity, in their capacity on behalf of the corporation, company, or other business entity. Your complete answers to all questions will enable us to expedite the processing of your request. No person or entity shall be allowed to establish an account to the extent any outstanding fees are owed to the Recorder's office.

Type of Business: Corporation Partnership Sole Proprietor Limited Liability Co
 Other Business Entity (describe): _____

Legal Company or Individual Name: _____

Company Physical Address: _____

Billing Address: _____

Telephone Number: _____

Fax Number: _____

In Business Since: _____

COMPLETE IF CORPORATION OR OTHER BUSINESS ENTITY

Corporate Name: _____

President: _____

Vice President: _____

Secretary/Treasurer: _____

State of Incorporation: _____ Date of Incorporation: _____

COMPLETE IF NON-CORPORATE OR OTHER BUSINESS ENTITY

Principal #1 (Name and Address): _____

Principal #2 (Name and Address): _____

AGREEMENT/TERMS: *Any changes made to this agreement voids this agreement*

"Applicant" hereby refers to the above named company or individual requesting the office of the Clark County Recorder (the "Recorder") to establish a credit account (the "Account") to allow Applicant to copy public documents kept by the Recorder pursuant to Ind. Code.

Applicant's request herein does not entitle Applicant to an Account, but is only a request for an Account, which Account becomes active upon Recorder's issuance of a CODE NUMBER for the Applicant's use.

Applicant hereby represents and warrants that (a) all information above provided in connection with this Application and Agreement (the "Agreement") is true and accurate as of the date hereof, and (b) that Applicant is financially able to comply with all payment terms as specified herein, and (c) this representation and warranty shall be deemed remade each and every time Applicant makes a charge on the Account.

Account payments shall be made to the following:

Office of the Clark County Recorder
501 East Court Avenue
Jeffersonville, Indiana 47130

Exh.
"A"

Account payments shall be made by one (1) of the following methods: Cash, Check, or Money Order or other certified funds. A returned check fee of \$30.00 will apply to any returned checks.

To the extent Applicant's request for an Account is accepted by the Recorder, Invoices shall be received by the Applicant from the Recorder on a monthly basis, detailing the copying charges accrued throughout the previous thirty (30) day period.

Invoices shall be paid in within fifteen (15) days from the date of the invoice.

If an Applicants account remains unpaid for longer than fifteen (15) days from the invoice date, Applicant's account code number(s) shall be subject to suspension.

The Recorder may elect any and all remedies under this Agreement as against the Applicant or the Guarantor, or may elect any remedy available at law or in equity as against the Applicant or the Guarantor , and does not waive any remedies it may have by: (1) failing to exercise any of its available remedies, or (2) electing any remedy to the exclusion of any other remedies it has available.

If legal action is required in order to enforce this Agreement, the Applicant and/or Guarantor shall be liable for the payment of all costs incurred by the Recorder, including but not limited to court costs, fees, expenses, and reasonable attorney fees.

This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Indiana and the applicable laws of the United States of America. Applicant hereby irrevocably submits to the jurisdiction of any court of competent jurisdiction located in Clark County, Indiana in connection with any proceeding out of or relating to the Agreement.

If any provision of the Agreement is determined to be illegal or unenforceable, such provision shall be deemed to be severable from the balance of the provisions of this Agreement and the remaining provisions shall be enforceable in accordance with their terms.

Applicant agrees to notify the Recorder immediately regarding any change in ownership of the Applicant, and agrees to be liable for any purchases should Applicant fail to comply with said notification. To the extent the Agreement is executed by more than one (1) person, then, in such event the liabilities and obligations of the undersigned hereunder shall be joint and several and the relative words herein shall be read as if written in the plural.

Applicant agrees to be and is responsible for the use of the code number issued by the Recorder, and any charges appearing and/or occurring upon such account.

SIGNATURES:

On Behalf of _____ (Company Name):

Signature: _____ Date: _____
Title: _____

Signature: _____ Date: _____
Title: _____

Signature: _____ Date: _____
Title: _____

PERSONAL GUARANTY

Each of the undersigned does hereby agree to be personally, jointly and severally (if applicable), liable for any debts incurred as a result of the use of the code number issued by the Recorder pursuant to the above Agreement. (NOTE: To the extent a business entity is listed as the account applicant, Applicant must provide at least one (1) personal guarantor).

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____