

# **AGENDA PACKET**

Board of Director of Tarrant Appraisal District  
Budget Workshop  
June 3, 2021



**Notice is hereby given that on June 3, 2021, the Board of Directors of Tarrant Appraisal District will meet in open session beginning at 9:00 a.m. via telephone conference call**

**To access the meeting via telephone**

**Use the following toll-free number:**

**1-844-992-4726**

**Event / Access Code 182 314 9906**

*If you have no attendee number, press # to proceed.*

Due to health and safety concerns related to the COVID-19 epidemic, this meeting will be conducted by telephone conference call in accordance with the Texas Open Meeting Act, suspensions of certain requirements of the Act announced by the Office of the Texas Governor on March 16, 2020 and applicable directives and guidance from the Governor since the state of disaster was first declared on March 13, 2020. Members of the Board may attend in person at Tarrant Appraisal District offices or remotely.

To view the agenda packet go to:

<https://www.tad.org/about/board-of-directors/>

The public is invited to attend by telephone call only by calling the phone number and using the Event / Access Code above. The public is invited to address the Board only during the Public Comments period under Agenda Item 4 regarding any item on the Agenda and other issues under the Board's jurisdiction. To do so, contact Carol Thornton at [cthornton@tad.org](mailto:cthornton@tad.org) or 817-595-6004 before noon (12:00 p.m.) on Wednesday, June 2, 2021.

During the Public Comments period, the Chairman will allow each speaker five minutes but may expand the time as needed if doing so will not interfere with the Board's completing its business and adjourning its meeting at a reasonable time. The Board may refuse to hear comments on subjects not reasonably related to items on the Agenda, to policies and procedures of Tarrant Appraisal District or Tarrant Appraisal Review Board, or to other issues under the Board's jurisdiction. The Board may not respond to comments regarding items not on the Agenda.

## **AGENDA**

- 1. Call to Order**
- 2. Verify Presence of Quorum and Posting of Meeting Notice**
- 3. Pledges of Allegiance; Invocation**
- 4. Recognize Visitors; Hear Public Comments**
- 5. Budget Workshop – discussion only; no action to be taken**
- 6. Action Items**
  - a. Consideration and action regarding approval of the Minutes from May 14, 2021 board meeting
  - b. Review and approve professional service agreements, billing agreements in amount exceeding \$50,000 on an annual basis or that exceed or are expected to exceed \$50,000 on an annual basis. Based on 2020 total payments, 2021 projected total payments, and projected total payments in the proposed 2022 budget, the following payees fit or fall just under these criteria:
    - Ardent Creative, Inc.
    - Aumentum Technologies, a Division of Manatron, Inc. (end user license agreements)
    - Aumentum Technologies, a Division of Manatron, Inc. (maintenance, escrow)
    - Catherine Jane Alder, P.C.
    - CoStar Realty Information, Inc.
    - Frost Insurance Agency, Inc.
    - Kurt Myers, previously also J.K. Consulting, LLC
    - Nichols, Jackson, Dillard, Hager & Smith L.L.P.
    - Purdue, Brandon, Fielder, Collins & Mott, L.L.P.
    - Pictometry International Corp.
    - Pritchard & Abbott, Inc.
    - Tarrant County
    - Trepp, LLC
- 7. Propose Future Agenda Items; Set Next Meeting Date; Adjourn**

Jeff Law  
Executive Director / Chief Appraiser

**Discussion Item 5:** Budget Workshop – No action will be taken



**Agenda item 6(a):** Consideration and action regarding Approval of the Minutes  
from May 14, 2021 board meeting

**Tarrant Appraisal District  
Board of Directors Meeting Minutes  
May 14, 2021**

Due to health and safety concerns related to the COVID-19 epidemic, the May 14, 2021 meeting was conducted by telephone conference call in accordance with the Texas Open Meeting Act, suspensions of certain requirements of the Act announced by the Office of the Texas Governor on March 16, 2020 and applicable directives and guidance from the Governor since the state of disaster was first declared on March 13, 2020. A quorum of members of the Board attended in person at Tarrant Appraisal District offices or remotely.

These Minutes are a summary of only the subjects the Board addressed and the actions it took. For details, see the Agenda, complete Agenda Packet, and full Audio Recording of the May 14, 2021 meeting that are posted on Tarrant Appraisal District's website at this URL:

<https://www.tad.org/about/board-of-directors/>

Times noted in parentheses below refer to that Audio Recording.

**Members present:**

Ms. Kathryn Wilemon, Chairman (left meeting at approx. 1:55:35)  
Mr. Rich DeOtte, Secretary  
Ms. Wendy Burgess (attended remotely; left meeting at approx. 0:60:00)  
Mr. Gary Losada  
Mr. J. R. Martinez (attended remotely; left meeting at approx. 0:51:00)  
Mr. Tony Pompa

**Also participating:**

Mr. Jeff Law, Chief Appraiser  
Ms. Catherine Alder, District's attorney

Ms. Wilemon called the meeting to order; Mr. Law verified the presence of a quorum (with all six members present in person or remotely) and the timely posting of notice of the meeting; Mr. DeOtte led the pledges of allegiance and Rev. Wooddell delivered the invocation. The Board then took up the following Agenda items.

**4. Recognize Visitors; Hear Public Comments** *(starts at 0:05:48)*

The Board recognized and heard comments from Mr. Chandler Crouch *(starts at 0:06:02)*, Mr. Will Wiggins *(starts at 0:11:40)*, Mr. Chris Bawcom *(starts at 0:19:37)*, and Mr. Steven Dunson *(starts at 0:21:22)*.

**5. Action Items** *(starts at 0:31:22)*

Mr. DeOtte asked to pull Item 5(a)(3) from the Consent Agenda. *(starts at 0:31:25)*

a. Consent Agenda Items *(starts at 0:31:40)*

Mr. DeOtte moved to approve Consent Agenda Items 5(a)(1) and 5(a)(2); Mr. Pompa seconded the motion; and the motion carried unanimously.

- (1) Consideration and action regarding Approval of the Minutes from March 26, 2021 board meeting

The Board of Directors Meeting Minutes March 26, 2021 approved are included in the Agenda Packet for this meeting.

- (2) Consideration and action regarding Request for Approval of the Continued Periodic Replacement of Desktop Personal Computers (PCs)

Staff Recommendation Approved:

Move approval for the Continued Periodic Replacement of Desktop Personal Computers (PCs) for the TAD staff in an amount not to exceed \$39,000 utilizing Texas DIR contract CIE-TSO-3763.

- (3) Consideration and action on the proposal that Board of Directors review professional service agreements in amounts exceeding \$50,000 on an annual basis at a budget workshop each year prior to the submission of a proposed budget to the tax units that participate in the TAD budget *(having been removed from Consent Agenda and its discussion combined with discussion of Item 5(c), starts at 0:50:02)*

Mr. DeOtte amended his previous motion on Item 5(a)(3) to state, "Consideration and action on the proposal that the Board of Directors review and approve on an annual basis professional service agreements, billing agreements in amounts exceeding \$50,000 on an annual basis or at such time that expenditures exceed \$50,000" *(starts at 1:48:43)*; Mr. Losada seconded the motion as amended; Ms. Wilemon called for a vote on the motion as amended *(starts at 1:54)*; Ms. Wilemon, Mr. DeOtte, Mr. Losada, and Mr. Pompa voted Yes; the motion on Item 5(a)(3) as amended passed unanimously.

- b. Consideration and action regarding accepting the Tarrant Appraisal District Comprehensive Annual Financial Report for the Fiscal Year Ended December 31, 2020 *(starts at 0:32:30)*

Mr. DeOtte moved to accept the Report; Mr. Pompa seconded the motion; all members voted and the motion passed unanimously. *(starts at 0:49:50)*

- c. Consideration and action on a proposal that professional service agreements greater than \$50,000 conform to an hourly billing measure unless other arrangements are approved by the Board of Directors *(discussion included in discussion of Item 5(a)(3), starts at 0:50:02)*

The Board took no action on Item 5(c).

- 6. Discussion Items**
- 7. Information Items**
- 8. Propose Future Agenda Items; Set Next Meeting Date; Adjourn**

The meeting ended at about 1:55:35 without taking up Items 6 through 8.

**Agenda item 6(b):** Review and approve professional service agreements, billing agreements in amount exceeding \$50,000 on an annual basis or that exceed or are expected to exceed \$50,000 on an annual basis. Based on 2020 total payments, 2021 projected total payments, and projected total payments in the proposed 2022 budget, the following payees fit or fall just under these criteria:

- Ardent Creative, Inc.
- Aumentum Technologies, a Division of Manatron, Inc. (end user license agreements)
- Aumentum Technologies, a Division of Manatron, Inc. (maintenance, escrow)
- Catherine Jane Alder, P.C.
- CoStar Realty Information, Inc.
- Frost Insurance Agency, Inc.
- Kurt Myers, previously also J.K. Consulting, LLC
- Nichols, Jackson, Dillard, Hager & Smith L.L.P.
- Purdue, Brandon, Fielder, Collins & Mott, L.L.P.
- Pictometry International Corp.
- Pritchard & Abbott, Inc.
- Tarrant County
- Trepp, LLC

The chart on following pages summarizes 2020 total payments, 2021 projected total payments, and projected total payments in the proposed 2022 budget to the payees listed above. All payments made were within the amounts and for the purposes authorized by the 2020 and 2021 approved budgets. All vendors were selected as provided by Section 14 of the Tarrant Appraisal District Purchasing Policies and Procedures, as amended by this Board in its February 12, 2021 meeting. Section 14 provides the following:

**14.0 Professional and Personal Services**

14.1 TAD will not select a provider of professional services, or a group or association of providers of professional services, or award a contract for said services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award a contract based upon the following:

14.1.1 On the basis of demonstrated competence and qualifications to perform the services for a fair and reasonable price;

14.1.2 Negotiations with the professional organization or individual in order to obtain the best price or value for TAD;

14.1.3 Confirmation that the professional fees under the contract are either consistent with, but not higher than, the recommended practices and fees published by the applicable professional association and do not exceed any maximum provided by law;

14.1.4 Examples of professional and personal services include but may not be limited to: real estate appraisal services, architectural services, engineering services, accounting services, etc.

**Staff recommendation:**

Approve all of the professional service agreements, billing agreements in amount exceeding \$50,000 on an annual basis or that exceed or are expected to exceed \$50,000 on an annual basis that are listed in Item 6(b) of the Agenda.

PAYEE	TYPE OF SERVICES	PAYMENTS WITHIN AMOUNTS AND FOR PURPOSES APPROVED IN BUDGET?	PAYEE SELECTED BY VOTE OF BOARD; IF SO BOARD DATE?	2020 TOTAL EXPENDITURES	2021 ESTIMATED TOTAL PROJECTED TO BE PAID	2022 PROJECTED TOTAL PAYMENTS IN PROPOSED BUDGET	FEE BASIS; DURATION OF CURRENT AGREEMENT
Ardent Creative, Inc.	Website development, maintenance for TAD.org	Yes	Yes 01/15/2021	\$99,999.96 (under previous agreement)	\$100,000.00	\$100,000.00	agreed annual not-to-exceed total of \$100K, invoiced monthly; through 12/31/2021
Aumentum Technologies, a Division of Manatron, Inc.	EULAs for Marshall & Swift, Moore Precision Data	Yes	Yes 12/11/2020	\$67,337.11	\$65,833.11	\$76,500.00	agreed annual lump sum payment; through 12/31/2021
Aumentum Technologies, a Division of Manatron, Inc.	Maintenance, escrow for CAMA system	Yes	Yes 01/15/2021	\$289,434.00	\$295,297.00	\$301,151.00	agreed annual lump sum payment; through 12/31/2024
Catherine Jane Alder, P.C.	Legal services	Yes	No	\$394,804.01	\$388,440	\$388,440	agreed flat fee, invoiced monthly; ongoing
CoStar Realty Information, Inc.	subscription for CoStar Suite data	Yes	Yes 02/21/2021	\$57,113.02	\$51,482.52	\$72,592.00	agreed annual total, invoiced monthly; through 02/28/2022
Frost Insurance Agency, Inc.	Insurance consulting and onboarding software	Yes	Yes 02/09/2018	\$48,000.00	\$49,400.00	\$49,400.00	Agreed annual total, invoiced quarterly; through 02/28/2022
Kurt Myers, previously also J.K. Consulting, LLC	Information systems consulting	Yes	No	\$129,330.00	*		*agreed annual not-to-exceed 2021 total of \$90K, invoiced biweekly at \$90 per hour; until cancelled in writing
Nichols, Jackson, Dillard, Hagar & Smith L.L.P.	Legal services	Yes	No	\$415,517.70			\$185 per hour; ongoing
Perdue Brandon Fielder Collins & Mott, L.L.P.	Legal services	Yes	No	\$482,691.81			\$215 per hour regular litigation; \$250 per hour for other; paralegal \$95 per hour; ongoing

Pictometry International Corp.	Aerial photography	Yes	Yes	08/14/2020	\$299,926.00	\$347,506.25	\$347,506.25	agreed annual lump sum payment; through 12/31/2024
Pritchard & Abbott, Inc.	Valuation consulting	Yes	Yes	11/18/2019	\$274,500.00	\$277,200.00	\$280,000.00	agreed annual total, invoiced quarterly; through 12/31/2024
Tarrant County	Security – Sheriff Deputy assigned to TAD	Yes	Yes	08/14/2020	\$94,680.02 partial year	\$111,996.00	\$115,123.00	agreed annual total, invoiced monthly; ILA through 09/31/2021
Trepp, LLC	TreppLoan Data	Yes	Yes	05/10/2019	\$48,000.00	\$49,440.00	\$50,923.20	agreed annual lump sum payment; through 12/31/2022



**Ardent Creative**

Approved by vote of Board 01/15/2021

Mr. Martinez moved to elect Ms. Wilemon as Chairman; Mr. Losada offered amendment to the motion; Mr. Martinez accepted the amendment; Mr. Losada seconded the amended motion to elect Ms. Wilemon as Chairman and Mr. DeOtte as Secretary for the 2021 calendar year; and the motion carried unanimously.

**6. Discussion Item (starts at 54:10)**

Review of protests of property tax appraisals in Tarrant County as compared to other major metropolitan counties and related issues

**7. Action Items**

**a. Consider and Act on Consent Agenda Items (starts at 2:00:25)**

Mr. Losada moved to approve all five items under Action Item 7(a); Mr. Martinez seconded; motion carried unanimously.

**(1) Consider Approval of Minutes of December 11, 2020 Meeting**

The minutes approved are set out in full in the Agenda Packet for the January 15, 2021 meeting.

**(2) Consider Approval of Payment for Annual Maintenance and Support Services provided by Manatron, Inc. and Payment of Annual Escrow Fee**

Staff Recommendation approved:

Authorize payment to Manatron for invoice in total amount of \$295,297.00 for annual maintenance fees (a/k/a "Software Support Services Fees") in the amount of \$292,672.00 and annual escrow fee in the amount of \$2,625.00.

**(3) Consider Authorizing Negotiation of Professional Services Agreement for TAD.org Maintenance, Support, and Development for 2021**

Staff recommendation approved:

Authorize staff to negotiate professional services agreement with Ardent Creative, Inc. for continued maintenance, support, and development of TAD.org functionality in 2021 and in an amount not to exceed \$100,000.

**(4) Consider Authorizing Annual Renewal of Software Maintenance Licenses for All ESRI Software Products in Support of the**

**TARRANT APPRAISAL DISTRICT**  
**2500 Handley Ederville Road**  
**Fort Worth, TX 76118-6909**  
**Direct Line 817.595.6007 Fax 817.595.6198**

**Vendor:**

Ardent Creative  
 707 W. Vickery Blvd, #103  
 Fort Worth, TX 76104

**Purchase Order No. 12029**

ORDER DATE: 2/8/2021

TAX EXEMPTION NO. 1-75-1695033-8

**Billing Address:**

Tarrant Appraisal District  
 Attn: Accounts Payable  
 2500 Handley-Ederville Road  
 Fort Worth, TX 76118-6909

**Shipping Address:**

Attention : DJ Whitehead  
 Tarrant Appraisal District  
 2500 Handley-Ederville Road  
 Fort Worth, TX 76118-6909

**Shipping Method:**

FOB:

Item Description	Unit	Quantity	Unit Price	Total	Date Required
This PO authorizes Web Services (maint, support, development)		1	\$0.00	\$0.00	
Per the attached SOW. Costs not to exceed \$100,000.00.		1	\$100,000.00	\$100,000.00	
Start Date 1-1-2021 End Date 12-31-2021		1	\$0.00	\$0.00	

Total Cost Not to Exceed: \$100,000.00

**TERMS AND CONDITIONS:**

The Tarrant Appraisal District reserves the right to cancel all or any part of this order if not shipped as required or instructed.  
 All goods and services shall be subject to Tarrant Appraisal District approval. Unsatisfactory goods will be returned at the vendor's expense.  
 No substitute will be accepted without prior written approval from the Tarrant Appraisal District Purchasing Division.  
 No federal, state or city tax shall be included when goods are delivered to the above address.  
 No responsibility will be assumed for verbal orders given by employees outside the Purchasing Department.  
 No additional charge will be allowed for packing, crating, boxing, and/or handling.  
 Cash discount period will date from the date of receipt of goods at delivery destination.

**DELIVERY NOTE:** Only deliver 8:15 A.M. til 4:30 P.M. - Monday through Friday (Except Holidays)

PURCHASING AGENT SIGNATURE:



Contact Purchasing for questions regarding this purchase order.  
 Direct Line: 817.595.6007 Fax: 817.595.6198



# Tarrant County Appraisal District

1/22/2021

**Mr. Don Morris,**

On behalf of our entire team here at Ardent Creative Inc., we would like to thank you for the opportunity to work with you. Ardent Creative is a full-service creative agency specializing in Web Design, Web Development and Digital Marketing .

Here we present our estimate for your requested project.

Sincerely,

A handwritten signature in black ink, appearing to read 'DC', with a large, sweeping flourish extending to the right.

David Canington  
Ardent Creative Inc.

**The best way to predict the future is to create it. Live Your Dreams.**

## **Summary Scope of Work**

Ardent Creative will work with Tarrant Appraisal District to update, design, build and integrate various applications into the website.

### **Includes:**

Project Management, Strategy Planning, Account Management, Content Creation and/or Implementation, Responsive Design and Development, 3rd party integration

### **Scope of Work:**

The goal of the 2021 monthly maintenance proposal is to build on the foundation of the work performed for TAD in 2021 and to set a goal of continuous improvement, first in class service, and leading edge technology for its customers. We want to help TAD be a forerunner in its industry by using technology to provide streamlined processes to its customers.

## **Goals for 2021**

- Enhance the authentication, validation, and ease of signing up for online account holders.
- Accomplish updates and upgrades to the WordPress framework, Elastic Search, and other supporting software programs.
- Enhance the 'View Documents', 'ARB Evidence', and 'My Dashboard' features for TAD.org online account holders as well as 'Lite Access' users.
- Other general maintenance and support

### **Additional goals to look at adding per budget:**

- Enhance the 'Responsive' web browser aspects of the site to include language assistance services.
- Investigate opportunities for aesthetic and style modernization.

## Term

2021 Year

## Billing

Total amount paid out over 12 months.  
Billed monthly net 30.

## Service Hours

Support Hours: 800  
Rate: \$125 per hour

## Estimate

Total: \$100,000 not to exceed


Ardent Creative Inc. strives to provide fair and competitive pricing for all services. Factors for pricing could include time, complex design concepts and any additional design features.

Note: Applicable taxes are NOT included.  
Estimate is valid for 90 days.

Sincerely,



David Canington  
Ardent Creative Inc.

 I have read the above and agree to the terms set forth therein.

JEFF CRAIG  
Name

TARRANT APPRAISAL DISTRICT  
Company

  
Signature

2/9/2021  
Date

## **General Terms and Conditions**

### **1. Services**

**Provision of Services.** In consideration of the payment by Customer to Ardent Creative of the applicable fees, Ardent Creative will provide to Customer the Services indicated on each applicable SOW.

**Subcontractors.** Ardent Creative reserves the right to use subcontractors or Affiliates to perform Services on Ardent Creative's behalf. Ardent Creative will be responsible for the acts or omissions of each subcontractor or Affiliate of Ardent Creative and for their compliance with all of the terms and conditions of this Agreement to the same extent as Ardent Creative is responsible for its own acts or omissions under this Agreement.

**Additional Services.** In the event that in the future Customer desires to obtain from Ardent Creative additional services, the parties may execute one or more additional SOWs, setting forth the additional services to be provided by Ardent Creative to Customer, along with the applicable additional fees to be paid by Customer to Ardent Creative.

**Customer Obligations.** Customer agrees to provide Ardent Creative with such cooperation, materials, information, access and support which Ardent Creative deems to be reasonably required to allow Ardent Creative to successfully provide the Services. Customer understands and agrees that Ardent Creative's obligations hereunder are expressly conditioned upon Customer timely providing such cooperation, materials, information, access and support.

**Customer Content.** All of Customer's data, including materials, records, scripts, content, intellectual property, and all other tangible or intangible property of Customer, pictures, photographs, diagrams, graphics, logos and videos of Customer, in each case to the extent provided to Ardent Creative by Customer or on behalf of Customer by third parties in connection with the Services ("Customer Content") is and shall remain the exclusive property of Customer. Customer hereby grants to Ardent Creative a nonexclusive and royalty-free license to use such Customer Content solely in accordance with the terms of this Agreement and any applicable SOW. Customer shall procure, at its own expense, all necessary rights, licenses, permissions, waivers, releases and all other agreements and documentation necessary to permit use of the Customer Content by Ardent Creative as required for incorporation or use in connection with the Services.

**Customer Approval.** Customer bears sole responsibility for the final review and approval of all editorial, textual, deliverables, materials, including but not limited to scripts, printed material and web content, to ensure the accuracy, legality and completeness of all information contained therein prior to the use, publication or distribution of such content by Ardent Creative in connection with the performance of Services.



Third Party Sites. Customer acknowledges that Ardent Creative has no control over Facebook, Yahoo, Google or any other third party web sites involved or used in connection with the provision of the Services ("Third Party Sites"), and that such sites may have technical difficulties, may change their APIs, may cancel or terminate certain programs, block certain data or may change their terms of service and rules. Customer acknowledges that the use and access to Third Party Sites may be subject to certain terms and conditions, privacy policies and other requirements imposed by such sites (collectively "Third Party Terms"). Such Third Party Terms may govern and impact Customer's access to the sites as well as the use and provision of Services hereunder. For example, some Third Party Terms may require Customer to convey certain intellectual property rights or grant licenses to the Third Party Site (or its affiliates) for any content uploaded, displayed or developed by or for Customer for use in connection with the Third Party Site. Third Party Terms may also include restrictions and obligations regarding Customer's collection, possession, handling, transfer and use of any data collected or generated in connection with the Third Party Site. Customer hereby confirms that it shall comply with all applicable Third Party Terms and agrees to defend and indemnify Ardent Creative regarding any claims or damages arising as a result of Customer's breach of the foregoing.

Customer Policies. While on premises owned, controlled or hired by Customer, all Ardent Creative personnel shall conduct themselves in professional and workmanlike manner and shall comply with Customer's health, safety and security policies of Customer to the extent made known to Ardent Creative.

## 2. Ownership

In the course of performing Services, Ardent Creative may, at the request of Customer, create "Deliverables". Customer shall own all right title and interest in and to all Deliverables created by Ardent Creative at the request of Customer, including all intellectual property rights therein and thereto. To the extent that Ardent Creative Intellectual Property is embedded within any Deliverables, as and how delivered, Ardent Creative hereby grants to Customer a perpetual, royalty-free, worldwide license, without the right to grant or authorize sublicenses, to use such Ardent Creative Intellectual Property solely in connection with Customer's use of such Deliverables and not separate and apart from such Deliverables and the associated Services. Nothing in this Agreement shall be deemed to prohibit Ardent Creative from using for any purpose any general knowledge, skills, techniques or methods it learns in the course of performing Services.

Ardent Creative Intellectual Property is and shall remain the sole and exclusive property of Ardent Creative and all right, title and interest therein or related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are hereby exclusively reserved by Ardent Creative. Any third party content or technology licensed to Customer under an SOW in connection with the Services

provided thereunder shall remain the property of the applicable third party licensor and Customer's use thereof shall at all times be subject to the terms of this Agreement and the applicable end user licensing terms and conditions referenced and/or included in the applicable SOW.

### 3. Fees, Payment and Taxes

**Fees and Invoices.** Fees for Services shall be set forth in the applicable SOW. Ardent Creative will invoice Customer monthly, in arrears. Unless specifically stated otherwise in an applicable SOW, the Customer shall reimburse Ardent Creative for reasonable travel, accommodation, communications, equipment and out-of-pocket costs or expenses incurred in conjunction with the Services ("Expenses"), provided that Ardent Creative must obtain prior written approval before incurring any single Expense of more than \$500.00. Invoices for Expenses will be sent in the month following the month in which they were incurred and payable in accordance with the payment terms set forth herein.

**Payment.** Unless otherwise specified on an SOW, all invoices will be paid in U.S dollars and are due within thirty (30) days of the date of the invoice, provided that invoices for media buys made by Ardent Creative on Customer's behalf are due within fifteen (15) days of the date of the invoice. Payments will be made without right of set-off or chargeback. All monetary amounts are specified and shall be paid in the lawful currency of the United States of America. Customer shall pay all amounts due under this Agreement to Ardent Creative at the address set forth herein or such other location as Ardent Creative designates in writing. Any amount not paid when due may be subject to interest charges at the rate of one and one half percent (1.5%) per month or, the maximum rate permitted by law, whichever is more, determined and compounded on a daily basis from the date due until the date paid.

Unless otherwise stated in the SOW, Customer shall arrange for media purchases and payment directly with publisher/search engine. Customer shall provide Ardent Creative with all necessary passwords, authority and account information to enable Ardent Creative to access Customer's account/pages for purposes of providing the Services hereunder.

**Taxes.** All amounts payable by Customer to Ardent Creative under this Agreement are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, whether based on gross revenue, the provision of Services, the execution or performance of this Agreement or otherwise, and including without limitation all sales, use, excise, import or export, value added, governmental permit fees, license fees, and customs; provided, however, that Customer shall have no liability for any net income, net worth or franchise taxes assessed on Ardent Creative by the United States or any state or local taxing authority.

### 4. Term and Termination

4.1 Term. This Agreement shall commence on the Effective Date and shall, unless earlier terminated under Section 4.2 below, continue in force for a period of one (1) year. The initial term of this Agreement, plus any subsequent renewal term shall be the "Term" of this Agreement. The term of each SOW shall be as specified in the applicable SOW.

4.2 Termination. Either party may, upon written notice to the other party, terminate this Agreement for any reason or no reason, effective thirty (30) days from the date of such notice. Additionally, either party may, upon written notice to the other party, terminate this Agreement

in the event of material breach by the other party if such party has failed to cure such material breach within thirty (30) days of receiving written notice of such material breach from the non-breaching party. In the event that this Agreement or any SOW is terminated, Customer

will pay Ardent Creative (a) any amounts owing for Services provided under the affected SOW(s); and (b) any Expenses incurred by Ardent Creative up to and including the effective date of termination; and (c) any amounts due or to become due under any non-cancelable contract or commitment made pursuant to an SOW or with Customer's written authorization and still existing at the expiration or termination of this Agreement or any SOW. Termination of a SOW shall not terminate this Agreement, and the parties shall remain free to enter into future SOW(s) pursuant to this Agreement and during the term of this Agreement. In the event this Agreement terminates prior to the completion of a SOW, such SOW shall be subject to the terms and conditions of this Agreement until its completion.

4.3 Survival. Sections 1-8 and 9.7 (non-solicitation) shall survive any termination or expiration of this Agreement.

## 5. Confidentiality

Confidential Information. Both parties acknowledge that, in the course of performing this Agreement, they may obtain information relating to products (such as goods, services, and software) of the other party, or relating to the parties themselves, which is of a confidential and proprietary nature ("Confidential Information"). Confidential Information includes all communications concerning Ardent Creative's or Customer's business and marketing strategies including but not limited to employee and customer lists, customer profiles, project plans, design documents, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, design and coding, interfaces with Ardent Creative software, anything provided by Ardent Creative in connection with its warranty obligations under this Agreement, including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical plans and other information of the parties which by its nature can be reasonably expected to be proprietary

and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible form (including information received, stored or transmitted electronically) and any other Ardent Creative or Customer Intellectual Property even though specific designation as Confidential Information may not have been made.

**Non-use and Non-disclosure.** The parties shall at all times, both during the term of this Agreement and thereafter keep in trust and confidence all Confidential Information of the other party with the same degree of care as it uses with its own Confidential Information (and in any event, applying no less than a reasonable degree of care) and shall not use such Confidential Information other than as necessary to carry out its duties under this Agreement, nor shall either party disclose any such Confidential Information to third parties without the other party's prior written consent.

**Non-Applicability.** The obligations of confidentiality shall not apply to information which (i) has entered the public domain through no fault of the receiving party; (ii) prior to the Effective Date was already in the receiving party's possession without restriction; (iii) subsequent to the Effective Date is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information; or (iv) was developed by the receiving party without use of or reference to the Confidential Information.

**Terms of this Agreement.** Except as required by law or governmental regulation, neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party, except that either party may disclose the terms of this Agreement to accountants, attorneys and parent organizations pursuant to the terms of a non-disclosure or confidentiality agreement. **Disclosure Required by Law.** Notwithstanding anything to the contrary herein, each party may comply with an order from a court or other governmental body of competent jurisdiction and disclose the other party's Confidential Information in compliance with that order only if such party: (i) gives the other party prior notice to such disclosure (unless prohibited by court order) if the time between that order and such disclosure reasonably permits or, if time does not permit, gives the other party notice of such disclosure promptly after complying with that order and (ii) fully cooperates with the other party, at the other party's cost and expense, in seeking a protective order, confidential treatment, or taking other measures to oppose or limit such disclosure. Each party must not release any more of the other party's Confidential Information than is reasonably necessary to comply with an applicable order.

**Personal Data.** For purposes of this Agreement, Personally Identifiable Information (or "PII") shall mean a special category of Confidential Information that can be used to identify, contact, or locate an individual, including, but not limited to, Name, Address, Phone number, Fax number, E-mail address, IP Address or Precise (Fine) GPS information describing an individual's current location. PII that has been "deidentified", or no longer identifiable to an individual and PII that has been encrypted shall not be deemed PII for

purposes of this Section. PII exchanged between the parties shall be: (a) limited to only that information necessary to execute the Services; (b) obtained, used, retained and destroyed in accordance to applicable laws, rules, regulations and industry best standards, and in accordance with all necessary individual privacy rights, consents and expressed preferences; and (c) shall be secured against loss, compromise, unauthorized use, disclosure or destruction through reasonable administrative, technical and physical safeguards.

## 6. Warranties and Remedies

6.1 Services Warranty and Remedy. Each party warrants that it has full power and authority to enter into this Agreement and that entering into or performing under this Agreement will not violate any agreement it has with a third party. Ardent Creative warrants that during the Term it will perform the Services in a workmanlike manner consistent with generally accepted industry standards. In the event of a breach of the foregoing warranty, Ardent Creative's sole obligation, and Customer's exclusive remedy shall be, at Ardent Creative's option to either reperform the applicable Services or provide a refund of fees paid for the affected Services or affected portion thereof.

6.2 Warranty Disclaimer and Limitations. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND Ardent Creative MAKES NO WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE DELIVERABLES, MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, Ardent Creative SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE DELIVERABLES AND SERVICES PROVIDED BY Ardent Creative HEREUNDER, AND WITH RESPECT TO THE USE OF THE FOREGOING.

## 7. Indemnification

Each party ("Indemnitor") shall defend and indemnify the Indemnitee and its employees, Affiliates and subsidiaries from any third party claim(s) (each a "Claim") alleging that the Services or any Customer Content (as applicable) infringes any valid patent, copyright or trademark; provided that Indemnitee (a) promptly ceases use of the applicable content and gives Indemnitor written notice of the Claim; (b) gives Indemnitor sole control of the defense and settlement of the Claim; and (c) provides to Indemnitor all reasonable assistance, at Indemnitor's expense. This Section 7 sets forth the parties' sole and entire liability and exclusive remedies for any infringement or misappropriation claims of any kind. Notwithstanding the foregoing, Ardent Creative shall have no obligation to indemnify Customer under clause (a) above with respect to any claim alleging that Customer's actions or use of the Services (in whole or in part, and whether directly, indirectly, or on or in combination with systems, software or applications not supplied by Ardent Creative)

infringes or induces the infringement of a patent claim or copyright if such claim would have been avoided if not for such actions or use of the Services by Customer.

## 8. Limitation of Liability

8.1 Disclaimer of Certain Damages. IN NO EVENT SHALL CUSTOMER OR Ardent Creative BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Damages Cap. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS CUSTOMER PAID OR WAS REQUIRED TO PAY Ardent Creative FOR THE PARTICULAR SERVICES GIVING RISE TO SUCH LIABILITY UNDER THE APPLICABLE SOW TO THIS AGREEMENT AND IN NO EVENT IN AN AMOUNT GREATER THAN THE AMOUNT CUSTOMER PAID TO Ardent Creative IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY. FOR PURPOSES OF CALCULATING THE FOREGOING CAP, MEDIA PURCHASES SHALL BE EXCLUDED. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT LIMIT EITHER PARTY'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 7.

## 9. Miscellaneous

9.1 Assignment. Neither party may assign or transfer its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, Customer may assign this Agreement and its obligations hereunder without Ardent Creative's consent to a corporation or other business entity succeeding to all or substantially all of Customer's assets and business by purchase, merger or operation of law. Any assignment in violation of this Section 9.1 shall be void ab initio and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

9.2 Customer Identification. Customer consents to Ardent Creative's identification of Customer as a user of the Services, as applicable, on its website, through a press release issued by Ardent Creative and in other promotion materials. Customer also agrees to cooperate with Ardent Creative in writing a case study exposing how the Services are being used and the benefits the Customer is deriving from this use. In the event that the Agreement between Ardent Create and Customer is terminated. Customer may request that Ardent Creative remove any and all references to Customer on Ardent Creative's website or other materials after the termination of the Agreement.

9.3 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement, other than monetary obligations, as a result of any cause or condition (for example, natural disaster, act of war or terrorism, riot or governmental action) beyond such party's reasonable control.

9.4 Governing Law. Entire Agreement; Governing Law, Severability. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement is governed by the internal laws of the State of Texas, excluding conflict of law rules. In the event that any provision of this Agreement becomes or is held to be illegal by any court of competent jurisdiction, or becomes otherwise unenforceable, such provision will be deemed deleted from this Agreement and all the remaining terms of this Agreement will remain in full force and effect.

If any provision(s) hereof is held unenforceable, this Master Agreement will continue without said provision and be interpreted to reflect the original intent of the parties.

The parties hereby irrevocably waive any and all claims and defenses either might otherwise have in any such action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar claim or defense. A breach by either party of Section 5 would cause irreparable harm for which the non-breaching party shall be entitled to seek injunctive relief.

9.5 Savings. If any provision of this Agreement, in whole or in part, is determined to be illegal, unenforceable, or invalid, such provision shall be deleted from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement. This Agreement shall be considered drafted mutually by the parties.

9.6 Notices. Any notice or other communication under this Agreement given by either party to the other will be deemed to be properly given if given in writing and delivered in person or facsimile, if acknowledged received by return facsimile or followed within one day by a delivered or mailed copy of such notice, or if mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified below the signatures on this Agreement, or if sent via email, if receipt is acknowledged. Either party may from time to time change its address for notices under this Section by giving the other party notice of the change in accordance with this Section 9.6.

9.7 Non-solicitation. During the Agreement and for a period of twelve (12) months following its expiry or earlier, lawful termination, neither party shall solicit or approach in any way any of the other party's employees or contract staff ("Restricted Persons") with a view to: (i) offering such Restricted Persons, employment; or (ii) soliciting services from them on their own account; or (iii) encouraging them to provide their services to a third party; or (iv) offering to them the opportunity to perform services colourably similar to the Services,

except pursuant to general solicitations of employment through the media that are not directed specifically to any employees of either party. If either party breaches its obligations set forth in this Section 9.7, the breaching party agrees to pay to the other party in the form of compensation and not a penalty an amount equal to one third (1/3) of the applicable Restricted Person's annual compensation (whether actual, or annualized) immediately prior to the date of such breach.

9.8 Non-waiver. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such party's right to assert or rely upon such provision, right or remedy in that or any other instance.

9.9 Independent Contractor. Each party is an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, mandate, partnership, principal-agent or employment relationship between the parties. No party shall take any action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other and neither shall have any power or authority to bind the other party.



**Aumentum Technologies, a Division of Manitron, Inc.**  
**(EULA's – Marshall & Swift and Moore's Precision Data)**  
Approved by vote of Board 12/11/2020

3) Authorize payment of \$825,000.00 to TCDRS for use in reducing the unfunded actuarial accrued liability of TAD's retirement plan.

**f. Consider Adoption of Qualified Replacement Benefit Arrangement with the Texas County and District Retirement System (starts at 1:30:49)**

Mr. Martinez moved to approve staff recommendation below; Mr. DeOtte seconded; and the motion passed unanimously.

Staff Recommendation:

Adopt a Qualified Replacement Benefit Arrangement under the "Texas County and District Retirement System Qualified Replacement Benefit Arrangement" program.

**g. Consider End User License Agreements (EULA) for Marshall & Swift Rate Tables and Moore's Precision Rate Tables (starts at 1:31:57)**

Mr. Martinez moved to approve staff recommendation below; Mr. DeOtte seconded; and the motion passed unanimously.

Staff Recommendation:

Authorize TAD staff to execute End User License Agreements with Manatron, Inc. for the use of Marshall & Swift and Moore's Precision Data rate table data for a one-year term with the annual license fee(s) not to exceed a combined total of \$65,833.11.

**h. Consider appointment of Taxpayer Liaison Officer (starts at 1:32:50)**

Mr. DeOtte moved to approve staff recommendation below; Mr. Martinez seconded; and the motion passed unanimously.

Staff Recommendation:

Appoint Shirley Jacobson to the position of Taxpayer Liaison Officer beginning January 1, 2021.

**i. Consider options for committing unspent funds from 2020 Budget (starts at 1:33:37)**

Mr. DeOtte moved to approve staff recommendations below; Mr. Martinez seconded; and the motion passed unanimously.

Staff Recommendations:

Invoice No. MANMN0000426  
 Date 1/25/2021  
 Due Date 1/25/2021  
 Customer No. 4322101  
 Page 1 of 1



**Bill To**

TARRANT COUNTY APPRAISAL DISTRICT  
 JEFF CRAIG DIR ADMIN/T SHELTON FIN OFFICER  
 2500 HANDLEY-EDERVILLE RD  
 FORT WORTH, TX 76118-6909  
 United States

**Ship To**

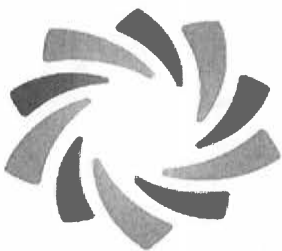
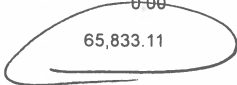
TARRANT COUNTY APPRAISAL DISTRICT  
 2500 HANDLEY-EDERVILLE RD  
 FORT WORTH, TX 76118-6909  
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency	
		Due Upon Receipt	HARRIS-US\$	
Item No	Description	Quantity	Unit Price	Amount
PRECISION-S	Moore's Precision Ratetable Annual Fee: January 2021 to December 2021	1.00	56,635.60	56,635.60
RATETABLE-S	Marshall & Swift RateTable Data: January 2021 to December 2021	1.00	9,197.51	9,197.51

Remit To:  
 Aumentum Technologies,  
 a division of Manatron, Inc.  
 PO Box 74008484  
 Chicago, IL 60674-8484

Subtotal	65,833.11
Misc	0.00
Taxes	0.00
Freight	0.00
Total	65,833.11

2021  
 PO# 12023



Invoice Questions? Please call or email Deb Lovernidge at 866-471-2900 ext 77723 or  
 ar\_aumentum@harriscomputer.com

**Thank you for your business!**

REC DATE 2/3/2021  
 ACCOUNT AMT  
 ACCOUNT 4070/40 AMT 65,833.11  
 ACCOUNT AMT

APPROVED  
 APPROVED 31

**TARRANT APPRAISAL DISTRICT**  
**2500 Handley Ederville Road**  
**Fort Worth, TX 76118-6909**  
**Direct Line 817.595.6007 Fax 817.595.6198**

Vendor:

Aumentum Technologies  
a Division of Manatron, Inc.  
PO Box 74008484  
Chicago, IL 60674-8484

**Purchase Order No. 12023**

ORDER DATE: 2/2/2021

TAX EXEMPTION NO. 1-75-1695033-8

Billing Address:

Tarrant Appraisal District  
Attn: Accounts Payable  
2500 Handley-Ederville Road  
Fort Worth, TX 76118-6909

Shipping Address:

Attention :  
Tarrant Appraisal District  
2500 Handley-Ederville Road  
Fort Worth, TX 76118-6909

Shipping Method:

FOB:

Item Description	Unit	Quantity	Unit Price	Total	Date Required
Marshall and Swift Rate Table per the attachments.	Year	1	\$9,198.51	\$9,198.51	
Moore Precision Rate Table per the attachments.	Year	1	\$56,635.60	\$56,635.60	

Total Cost Not to Exceed: \$65,834.11

This document is for internal purposes only.

**TERMS AND CONDITIONS:**

The Tarrant Appraisal District reserves the right to cancel all or any part of this order if not shipped as required or instructed.  
All goods and services shall be subject to Tarrant Appraisal District approval. Unsatisfactory goods will be returned at the vendor's expense.  
No substitute will be accepted without prior written approval from the Tarrant Appraisal District Purchasing Division.  
No federal, state or city tax shall be included when goods are delivered to the above address.  
No responsibility will be assumed for verbal orders given by employees outside the Purchasing Department.  
No additional charge will be allowed for packing, crating, boxing, and/or handling.  
Cash discount period will date from the date of receipt of goods at delivery destination.

**DELIVERY NOTE:** Only deliver 8:15 A.M. til 4:30 P.M. - Monday through Friday (Except Holidays)

PURCHASING AGENT SIGNATURE:



**Contact Purchasing for questions regarding this purchase order.**  
**Direct Line: 817.595.6007 Fax: 817.595.6198**



4322101

MANATRON, INC.  
Approved Moore Precision™ Cost Tables Reseller

**2021 AGREEMENT**

This Agreement (the "Agreement") is between the End User shown below ("End User") and Manatron, Inc. ("Manatron"). The End User has been granted the right to use Moore Precision™ Cost Tables (the "Tables") in Manatron's Aumentum and ProVal software and CAMA programs for a period of one (1) calendar year. The End User agrees to pay the applicable license fee shown below for having the Tables, or any derivative thereof, installed and available for the purpose of computing the estimated replacement cost new ("RCN") of real property improvements. If the End User does not pay the applicable fees, the End User agrees to cease using and erase, destroy or disable the Tables from being accessed or used in the End User's computer environment. The End User's use of the Tables will be governed by the EULA for the Tables attached to this Agreement as Exhibit A. By signing below or using the Tables, the End User agrees to be bound and abide by the terms of the EULA. The EULA is an agreement between the End User and J. Wayne Moore, PhD, LLC. Manatron is not a party to the EULA. I, the End User, have read and agree to all the terms listed above and in the EULA.

PLEASE FILL IN COMPLETELY

Fill in the number of parcels for calendar year 2021 (January 1, 2021 – December 31, 2021)

End User's Name: JEFF GRANG - DIRECTOR OF ADMINISTRATION  
Signature: [Signature]  
Jurisdiction/Company: TARRANT APPRAISAL DISTRICT  
Address: 2500 HANDLEY-EDER WLE RD  
City: FORT WORTH  
State: TEXAS Zip Code: 76118

Total number of residential and agricultural property parcels on the most recent assessment roll, including vacant/undeveloped land parcels, but excluding oil/gas/mineral rights that are assigned parcel numbers in addition to the related land parcels and personal property accounts that have been assigned parcel numbers in the database:

566,356

The fees for licensing the Tables are ten cents (\$0.10) per parcel, with an annual minimum of three hundred dollars (\$300.00).

Pursuant to the above paragraph, the total license fee payable for one (1) calendar year:

\$ 56,635.60

Please indicate if you would prefer to receive future communications via email:  Yes  No

65833.11

If yes, please provide email address: \_\_\_\_\_

Please return this completed form to Manatron as soon as possible by emailing it to [Deb.Loveridge@Aumentumtech.com](mailto:Deb.Loveridge@Aumentumtech.com), faxing it to Deb Loveridge at (269) 585-6427 or mailing it to Manatron, Inc. 510 East Milham, Portage, MI 49002.



TECHNOLOGIES

MANATRON, INC.  
("Manatron")

Approved Marshall & Swift Reseller

**2021 END USER LICENSE AGREEMENT (EULA)**


The End User listed below has been granted the right to use the Marshall & Swift Cost Data in Reseller's CAMA Program for a period of one (1) calendar year. The End User agrees to pay the appropriate fees for the use of the data each year the End User uses the M&S Cost Data in the Reseller's CAMA Program. If the End User listed below does not pay the appropriate fees, the End User agrees to cease using and to erase, destroy, or disable the M&S Data in the CAMA Program, and that Reseller may erase, destroy, or disable all M&S Cost Data found in the CAMA Program.

I, the End User, have read and agree to all the terms listed above.

PLEASE FILL IN COMPLETELY

Fill in the number of parcels for calendar year 2021 (January 1, 2021 – December 31, 2021)

End User's Name: JEFF CRAIG - DIRECTOR OF ADMINISTRATION

Signature: 

Jurisdiction/Company: TARRANT APPRAISAL DISTRICT

Address: 2500 HANDEY-EDERVILLE RD

City: FORT WORTH.

State: TEXAS Zip Code: 76118

License Fees

Improved Commercial/Industrial Parcels: 28,923 \$0.318/parcel (square feet)

Improved Agricultural Parcels: N/A \$0.251/parcel (square feet)

Total Number of All Parcels (improved and unimproved): 28,923 (\$ 9,197.51)

Please indicate if you would prefer to receive future communications via email:  Yes  No

If yes, please provide email address: \_\_\_\_\_

Please return this completed form to Manatron as soon as possible by emailing it to [Deb.Loveridge@AumentumTech.com](mailto:Deb.Loveridge@AumentumTech.com), faxing it to Deb Loveridge at (269) 567-2930, or mailing it to Manatron, Inc, 510 East Milham, Portage, MI 49002.

**Invoice No.** MANMN0000426  
**Date** 1/25/2021  
**Due Date** 1/25/2021  
**Customer No.** 4322101  
**Page** 1 of 1



**Bill To**

TARRANT COUNTY APPRAISAL DISTRICT  
 JEFF CRAIG DIR ADMIN/T SHELTON FIN OFFICER  
 2500 HANDLEY-EDERVILLE RD  
 FORT WORTH, TX 76118-6909  
 United States

**Ship To**

TARRANT COUNTY APPRAISAL DISTRICT  
 2500 HANDLEY-EDERVILLE RD  
 FORT WORTH, TX 76118-6909  
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency	
		Due Upon Receipt	HARRIS-US\$	
Item No	Description	Quantity	Unit Price	Amount
PRECISION-S	Moore's Precision Ratetable Annual Fee: January 2021 to December 2021	1.00	56,635.60	56,635.60
RATETABLE-S	Marshall & Swift RateTable Data: January 2021 to December 2021	1.00	9,197.51	9,197.51

Subtotal	65,833.11
Misc	0.00
Taxes	0.00
Freight	0.00
Total	65,833.11

**Remit To:**  
 Aumentum Technologies,  
 a division of Manatron, Inc.  
 PO Box 74008484  
 Chicago, IL 60674-8484



Invoice Questions? Please call or email Deb Loveridge at 866-471-2900 ext. 77723 or  
[ar\\_aumentum@harriscomputer.com](mailto:ar_aumentum@harriscomputer.com)

**Thank you for your business!**



TECHNOLOGIES

MANATRON, INC.  
("Manatron")

Approved Marshall & Swift Reseller

**2021 END USER LICENSE AGREEMENT (EULA)**

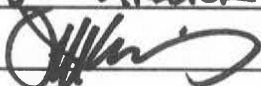
The End User listed below has been granted the right to use the Marshall & Swift Cost Data in Reseller's CAMA Program for a period of one (1) calendar year. The End User agrees to pay the appropriate fees for the use of the data each year the End User uses the M&S Cost Data in the Reseller's CAMA Program. If the End User listed below does not pay the appropriate fees, the End User agrees to cease using and to erase, destroy, or disable the M&S Data in the CAMA Program, and that Reseller may erase, destroy, or disable all M&S Cost Data found in the CAMA Program.

I, the End User, have read and agree to all the terms listed above.

PLEASE FILL IN COMPLETELY

Fill in the number of parcels for calendar year 2021 (January 1, 2021 – December 31, 2021)

End User's Name: JEFF CRAIG - DIRECTOR OF ADMINISTRATION

Signature: 

Jurisdiction/Company: TARRANT APPRAISAL DISTRICT

Address: 2900 HANDLEY-EDERVILLE RD

City: FORT WORTH

State: TEXAS Zip Code: 76118

License Fees

Improved Commercial/Industrial Parcels: 28,923 \$0.318/parcel (square feet)

Improved Agricultural Parcels: N/A \$0.251/parcel (square feet)

Total Number of All Parcels (improved and unimproved): 28,923 (\$ 9,197.51)

Please indicate if you would prefer to receive future communications via email:  Yes  No

If yes, please provide email address: \_\_\_\_\_

Please return this completed form to Manatron as soon as possible by emailing it to [Deb.Loveridge@AumentumTech.com](mailto:Deb.Loveridge@AumentumTech.com), faxing it to Deb Loveridge at (269) 567-2930, or mailing it to Manatron, Inc, 510 East Milham, Portage, MI 49002.





November 5, 2020

TARRANT COUNTY APPRAISAL DISTRICT  
JEFF CRAIG DIR ADMIN/T SHELTON FIN OFFICER  
2500 HANDLEY-EDERVILLE RD  
FORT WORTH, TX 76118-6909

Dear Customer:

Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech") continues to partner with Marshall & Swift ("M&S") to provide our customers with the M&S tables at discounted rates, which include the license fee to integrate M&S tables into our software.

The 2021 M&S End User License Agreement ("EULA") is enclosed. This EULA must be filled out completely and returned to Aumentum Tech. Aumentum Tech will then forward it to M&S as part of our agreement with M&S. Even if you are not using the M&S tables, you must report zero parcel counts.

M&S requires that each year Aumentum Tech have users report their specific parcel counts and pay the appropriate annual royalty fee. **If Aumentum Tech does not receive your completed M&S EULA, you will not be authorized to utilize M&S tables in 2021.**

The following M&S rates apply for 2021:

PARCEL TYPE	SQUARE FOOT RATE PER PARCEL
Improved Commercial/Industrial	\$0.318
Improved Agricultural	\$0.251

Thank you for your diligence in returning the 2021 EULA to Deb Loveridge via email at [Deb.Loveridge@AumentumTech.com](mailto:Deb.Loveridge@AumentumTech.com), by fax to 269.585.6427 or by mail at the address below. You will receive an invoice for the 2021 fees soon after. Again, thank you for your immediate attention to this matter. If you have any questions, please contact Deb Loveridge at 866.471.2900. EXT 77723

Sincerely,

A handwritten signature in cursive script that reads "Scot Crismon".

Scot Crismon  
Executive Vice President



MANATRON, INC.  
Approved Moore Precision™ Cost Tables Reseller

**2021 AGREEMENT**

This Agreement (the "Agreement") is between the End User shown below ("End User") and Manatron, Inc. ("Manatron"). The End User has been granted the right to use Moore Precision™ Cost Tables (the "Tables") in Manatron's Aumentum and ProVal software and CAMA programs for a period of one (1) calendar year. The End User agrees to pay the applicable license fee shown below for having the Tables, or any derivative thereof, installed and available for the purpose of computing the estimated replacement cost new ("RCN") of real property improvements. If the End User does not pay the applicable fees, the End User agrees to cease using and erase, destroy or disable the Tables from being accessed or used in the End User's computer environment. The End User's use of the Tables will be governed by the EULA for the Tables attached to this Agreement as Exhibit A. By signing below or using the Tables, the End User agrees to be bound and abide by the terms of the EULA. The EULA is an agreement between the End User and J. Wayne Moore, PhD, LLC. Manatron is not a party to the EULA. I, the End User, have read and agree to all the terms listed above and in the EULA.

PLEASE FILL IN COMPLETELY

Fill in the number of parcels for calendar year 2021 (January 1, 2021 – December 31, 2021)

End User's Name: JEFF CRAIG - DIRECTOR OF ADMINISTRATION  
Signature:   
Jurisdiction/Company: TARRANT APPRAISAL DISTRICT  
Address: 2500 HANDLEY - EDERVILLE RD  
City: FORT WORTH  
State: TEXAS Zip Code: 76118

Total number of residential and agricultural property parcels on the most recent assessment roll, including vacant/undeveloped land parcels, but excluding oil/gas/mineral rights that are assigned parcel numbers in addition to the related land parcels and personal property accounts that have been assigned parcel numbers in the database: 566,356

The fees for licensing the Tables are ten cents (\$0.10) per parcel, with an annual minimum of three hundred dollars (\$300.00).

Pursuant to the above paragraph, the total license fee payable for one (1) calendar year: \$ 56,635.60

Please indicate if you would prefer to receive future communications via email:  Yes  No

If yes, please provide email address: \_\_\_\_\_

Please return this completed form to Manatron as soon as possible by emailing it to [Deb.Loveridge@Aumentumtech.com](mailto:Deb.Loveridge@Aumentumtech.com), faxing it to Deb Loveridge at (269) 585-6427 or mailing it to Manatron, Inc. 510 East Milham, Portage, MI 49002.

## EXHIBIT A

### END USER LICENSE AGREEMENT ("EULA") FOR MOORE PRECISION™ COST TABLES

This End User License Agreement ("EULA") is between End User and J. Wayne Moore, PhD, LLC ("Moore"). This EULA governs End User's use of Moore Precision™ Cost Tables used in Reseller's Aumentum and ProVal software and computer-assisted mass appraisal systems (collectively "CAMA"), including the design of the cost model embodied therein, and any associated media, printed or electronic materials, documentation, updates, or add-ons (collectively "Tables") provided by Reseller through operation of its CAMA.

Upon payment in full for the license(s) to the Tables pursuant to the Agreement, End User will be granted a non-exclusive, terminable license to use the Tables (including the Craftsman Book Company published construction unit and assembly costs for the designated year as they are embedded and configured in the Tables) that accompany this EULA. Use of the Tables is limited to internal business use ("IBU") for users connected to the single server for which use has been granted. IBU shall mean use of the Tables for End User's customary internal business purposes and, except as may otherwise be permitted herein, shall not mean the commercial distribution or use of the Tables or any component thereof in any commercial product ("CP") whatsoever.

For purposes of this EULA, CP shall mean an electronic document containing an embedded copy of the Tables created by use of the Tables, which is offered for distribution to other CAMA software users (or to some subset thereof) as a commercial product in exchange for a separate fee or other consideration.

Moore or its licensors retain all right and title in and to the Tables, together with the design of the cost model embodied therein and any trademarks used in connection therewith. Craftsman Book Company, or its successors and assigns, retain all right, title, and interest in and to the published construction unit and assembly costs. Except as may be otherwise expressly permitted herein, End User agrees not to copy the Tables or create derivative works based upon the design of the cost model or the Tables, or to provide the Tables to any third party without Moore's prior written consent, which consent Moore may withhold in his sole discretion. All rights not expressly granted herein are reserved to Moore or its licensors. Moore's rights and remedies in the event of an infringement shall be cumulative in nature.

End User may install and use the Tables on a single-file server for use on a single local area network ("LAN") only and limited to the number of authorized users (if any) set forth in the Agreement. End User will be responsible for any users it permits to use the Tables.

End User may not alter the Tables in any manner whatsoever, except as permitted through operation of the CAMA. Reformatting the Tables into other formats or for use in other operating systems is expressly prohibited. The Tables may not be used to create or distribute any electronic document in which the Tables, or any part thereof, are embedded in a format that permits editing, alterations, enhancements or modifications by the recipient of such document. End User hereby agrees not to transmit any electronic document to any party that intends to "hack," edit, alter, enhance or otherwise modify or remove the Tables from any document.

End User may make one (1) back-up copy of the Tables for archival purposes only, and End User agrees to retain exclusive custody and control over any such copy. Any copies that End User is expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark and other proprietary notices that appear on or in the Tables. Upon expiration or termination of the Agreement, End User must destroy the original and any and all copies of the Tables in its possession, custody or control.



November 5, 2020

Dear Customer:

Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech") continues to partner with Moore Precision to provide our customers with the Cost Data required of Tarrant County.

The 2021 Moore Precision cost tables EULA is also enclosed. If you choose to use Moore Precision, this EULA must be filled out and returned to Aumentum Tech. Aumentum Tech will then forward it to Moore Precision as part of our agreement with them. **If Aumentum Tech does not receive your completed Moore Precision EULA, you will not be authorized to utilize Moore Precision cost tables in 2021.**

The following Moore Precision rates apply for 2021:

PARCEL TYPE	RATE PER PARCEL
<i>Residential and Agricultural</i>	<i>\$0.10 (minimum fee of \$300.00)</i>

Thank you for your diligence in returning the 2021 EULA(s) to Deb Loveridge via email at [Deb.Loveridge@AumentumTech.com](mailto:Deb.Loveridge@AumentumTech.com), by fax to 269.585.6427 or by mail at the address below. You will receive an invoice for the 2021 fees soon after.

Again, thank you for your immediate attention to this matter. If you have any questions, please contact Deb Loveridge at 866.471.2900.

Sincerely,

A handwritten signature in cursive script that reads "Scot Crismon".

Scot Crismon  
Executive Vice President

The design of the cost model, the Tables and any trademarks associated therewith are the exclusive property of Moore or its licensors, and are protected by the copyright and other intellectual property laws of the United States and its various states, by the copyright and design laws of other nations, and by other international treaties.

Where permitted through the normal operation of the CAMA, End User is permitted to modify the Tables solely for End User's IBU. Any such modified Tables are subject to all the restrictions and limitations of this EULA and may not be distributed or used in a manner contrary to the terms of this EULA. Under no circumstances will Moore or its licensors, including Craftsman Book Company, be responsible for the performance, maintenance or support of any modified Tables. End User must not modify, adapt, translate, reverse engineer, decompile, disassemble, alter or otherwise attempt to discover the source code of the Tables, except as may otherwise be permitted by law without the possibility of waiver. Except as may be otherwise expressly provided for in this EULA, End User agrees not to rent, lease, sublicense, give, lend or further distribute the Tables.

Moore warrants that the Tables will perform substantially in accordance with their documentation during the annual license period of the Tables. EXCEPT AS EXPRESSLY SET FORTH IN THIS EULA, MOORE AND ITS LICENSORS HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOORE DOES NOT WARRANT THAT THE OPERATION OF THE TABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE TABLES ARE WITHOUT DEFECTS. UNDER NO CIRCUMSTANCES SHALL MOORE OR ITS LICENSORS BE LIABLE TO END USER OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE, LOST SAVINGS OR BUSINESS INTERRUPTION AS A RESULT OF THE USE OF THE TABLES, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. End User hereby agrees that its entire, exclusive and cumulative liability and remedy shall be limited to the annual license fees for the Tables. Under no circumstances shall Moore's or its licensors' liability exceed either the license fees for the Tables or replacement of the Tables, either of which shall be at Moore's sole discretion.

This EULA shall be governed by the laws of the State of New York, without regard to its conflict of laws principles. End User expressly submits to the jurisdiction of the state and federal courts in the State of New York. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

This EULA is the complete and exclusive statement of the agreement between Moore and End User, which supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter hereof. If any provision of this EULA is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this EULA shall continue in full force and effect. Each party will comply with all applicable federal, state and local laws applicable to it in the performance of its obligations under this EULA.

Moore may terminate this EULA or End User's license in the event End User materially breaches this EULA or the license and fails to cure such breach within fifteen (15) days of receiving written notice of the breach.

**Aumentum Technologies, a Division of Manitron, Inc.**

**(Maintenance and escrow for CAMA system)**

Approved by vote of Board 01/15/2021

Mr. Martinez moved to elect Ms. Wilemon as Chairman; Mr. Losada offered amendment to the motion; Mr. Martinez accepted the amendment; Mr. Losada seconded the amended motion to elect Ms. Wilemon as Chairman and Mr. DeOtte as Secretary for the 2021 calendar year; and the motion carried unanimously.

**6. Discussion Item** *(starts at 54:10)*

Review of protests of property tax appraisals in Tarrant County as compared to other major metropolitan counties and related issues

**7. Action Items**

**a. Consider and Act on Consent Agenda Items** *(starts at 2:00:25)*

Mr. Losada moved to approve all five items under Action Item 7(a); Mr. Martinez seconded; motion carried unanimously.

**(1) Consider Approval of Minutes of December 11, 2020 Meeting**

The minutes approved are set out in full in the Agenda Packet for the January 15, 2021 meeting.

**(2) Consider Approval of Payment for Annual Maintenance and Support Services provided by Manatron, Inc. and Payment of Annual Escrow Fee**

Staff Recommendation approved:

Authorize payment to Manatron for invoice in total amount of \$295,297.00 for annual maintenance fees (a/k/a "Software Support Services Fees") in the amount of \$292,672.00 and annual escrow fee in the amount of \$2,625.00.

**(3) Consider Authorizing Negotiation of Professional Services Agreement for TAD.org Maintenance, Support, and Development for 2021**

Staff recommendation approved:

Authorize staff to negotiate professional services agreement with Ardent Creative, Inc. for continued maintenance, support, and development of TAD.org functionality in 2021 and in an amount not to exceed \$100,000.

**(4) Consider Authorizing Annual Renewal of Software Maintenance Licenses for All ESRI Software Products in Support of the**

**Invoice No.** MANMN0000311  
**Date** 1/8/2021  
**Due Date** 1/8/2021  
**Customer No.** 4322101  
**Page** 1 of 1



**Bill To**

TARRANT COUNTY APPRAISAL DISTRICT  
 JEFF CRAIG DIR ADMIN/T SHELTON FIN OFFICER  
 2500 HANDLEY-EDERVILLE RD  
 FORT WORTH, TX 76118-6909  
 United States

**Ship To**

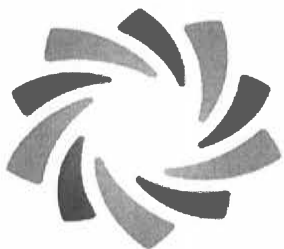
TARRANT COUNTY APPRAISAL DISTRICT  
 2500 HANDLEY-EDERVILLE RD  
 FORT WORTH, TX 76118-6909  
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency	
	JAN-DEC21	Due Upon Receipt	HARRIS-US\$	
Item No	Description	Quantity	Unit Price	Amount
AUMAA-S	Aumentum Assmt Admin Spt: January 2021 to December 2021	1.00	87,482.00	87,482.00
AUMCM-S	Aumentum Case Mgmt Support: January 2021 to December 2021	1.00	43,742.00	43,742.00
AUMPP-S	Aumentum Personal Prop Admin Sys Spt: January 2021 to December 2021	1.00	8,354.00	8,354.00
AUMRECEE-S	Aumentum Records Admin Enterprise Spt: January 2021 to December 2021	1.00	43,742.00	43,742.00
AUMVAL-S	Aumentum Valuation System Spt: January 2021 to December 2021	1.00	109,352.00	109,352.00
ESCROW-S	Annual Escrow Fee: January 2021 to December 2021	1.00	2,625.00	2,625.00
AUMLEVY-S	Aumentum Levy Mgmt Support *Included*: January 2021 to December 2021	1.00	0.00	0.00
AUMMOBILE-S	Aumentum Mobile System Spt *Included*: January 2021 to December 2021	1.00	0.00	0.00

Subtotal	295,297.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	295,297.00 ✓

**Remit To:**  
 Aumentum Technologies,  
 a division of Manatron, Inc.  
 PO Box 74008484 ✓  
 Chicago, IL 60674-8484

*2021  
 Amendment #1  
 PO # 12019*



Invoice Questions? Please call or email Deb Loveridge at +1-269-388-2583 or  
 Deb.Loveridge@AumentumTech.com

REC DATE 2/3/2021  
 ACCOUNT AMT  
 ACCOUNT 4070/40 AMT 295,297.00  
 ACCOUNT AMT

**Thank you for your business!**

APPROVED [Signature]  
 APPROVED [Signature]



**TARRANT APPRAISAL DISTRICT**  
**2500 Handley Ederville Road**  
**Fort Worth, TX 76118-6909**  
**Direct Line 817.595.6007 Fax 817.595.6198**

Vendor:  
 Manatron, Inc.  
 PO Box 71275  
 Chicago, IL 60694-1275

**Purchase Order No. 12019**

ORDER DATE: 1/22/2021

TAX EXEMPTION NO. 1-75-1695033-8

Billing Address:  
 Tarrant Appraisal District  
 Attn: Accounts Payable  
 2500 Handley-Ederville Road  
 Fort Worth, TX 76118-6909

Shipping Address:  
 Attention :  
 Tarrant Appraisal District  
 2500 Handley-Ederville Road  
 Fort Worth, TX 76118-6909

Shipping Method:

FOB:

Item Description	Unit	Quantity	Unit Price	Total	Date Required
Annual Escrow Fee for 2021 per OR 14906.	Year	1	\$2,625.00	\$2,625.00	
Aumentum Maint for 2021. Covered under previous agreement.	Year	1	\$292,672.00	\$292,672.00	

Total Cost Not to Exceed: \$295,297.00

THIS IS NOT A VALID PO AND IS FOR INTERNAL PURPOSES ONLY. The escrow was an added item and that is why I have an OR just for the escrow.

**TERMS AND CONDITIONS:**

The Tarrant Appraisal District reserves the right to cancel all or any part of this order if not shipped as required or instructed.  
 All goods and services shall be subject to Tarrant Appraisal District approval. Unsatisfactory goods will be returned at the vendor's expense.  
 No substitute will be accepted without prior written approval from the Tarrant Appraisal District Purchasing Division.  
 No federal, state or city tax shall be included when goods are delivered to the above address.  
 No responsibility will be assumed for verbal orders given by employees outside the Purchasing Department.  
 No additional charge will be allowed for packing, crating, boxing, and/or handling.  
 Cash discount period will date from the date of receipt of goods at delivery destination.

**DELIVERY NOTE:** Only deliver 8:15 A.M. til 4:30 P.M. - Monday through Friday (Except Holidays)

PURCHASING AGENT SIGNATURE:

*Contact Purchasing for questions regarding this purchase order.*  
**Direct Line: 817.595.6007 Fax: 817.595.6198**

**TARRANT APPRAISAL DISTRICT  
OUTSIDE REQUISITION**

REQ. NO. 14906  
1-21-2021

ADMIN / IS  
DEPARTMENT

DATE

4000 / 4070

DEPT. # / ACCOUNT LINE #

BUDGET PAGE #

DESCRIPTION	QTY.	UNIT	UNIT COST	EXTENSION
ANNUAL ESCROW FEE WITH	1	EA	2,500	2,500
IRON MOUNTAIN			2,625	2,625

[Signature]  
REQUISITIONED BY

DATE REQUIRED

DEPARTMENT HEAD APPROVAL  
[Signature]

BUDGET APPROVAL

EXECUTIVE APPROVAL  
[Signature]

SUGGESTED SUPPLIER

EXPLANATORY REMARKS/JUSTIFICATION

AUMENTUM ANNUAL

ESCROW FEE

12019

VENDOR NAME MANATRON

ADDRESS

CITY/ST/ZIP

PHONE

DATE ORDERED

INITIALS

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES**

The attached Schedules numbered TX2010.014.02 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2010.014 between TRTA Gov and the undersigned Customer (the "Agreement").

By and Between	And
<b>MANATRON, INC. – A THOMSON REUTERS BUSINESS</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov")	<b>TARRANT APPRAISAL DISTRICT</b> 2500 Handley-Ederville Road Fort Worth, Texas 76118-6909 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (269) 388-2633 Fax No.: (269) 567-2930 E-mail Address: <a href="mailto:Matt.Henry@TR.com">Matt.Henry@TR.com</a>	Attention: Mr. Jeff Craig – Director of Administration Telephone No.: 817.595.6002 Fax No.: 817.595.6198 E-mail Address: <a href="mailto:jcraig@tad.org">jcraig@tad.org</a>

The parties have executed these Schedules as of the dates set forth below their respective signatures.

**TRTA Gov**

By: Matthew Henry  
(Signature)

Its: Lead Contract Administrator  
(Title)

Date: October 27, 2017

Witnessed: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed or Typed Name)

**TARRANT APPRAISAL DISTRICT**

By: [Signature]  
(Signature)

Its: DIRECTOR OF ADMINISTRATION  
(Title)

Date: OCTOBER 20, 2017

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Witnessed: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

**SIGNATURE PAGE**

Date: October 12, 2017, J.R.

**PROFESSIONAL SERVICES SCHEDULE FOR TARRANT APPRAISAL DISTRICT**  
 Schedule No. TX2010.014.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2010.014 between TRTA Gov and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES					
General Description of Services	Days/ Quantity	Unit Price	One-Time Fees	Annual Fees	Estimated Completion Date
SOURCE CODE ESCROW - Standard Three Party Escrow Services with Iron Mountain including Agreement Setup and ongoing Annual Fees for the following products, generally referred to as "Aumentum Valuation": Aumentum Valuation Aumentum Records Enterprise Aumentum Assessment Administration Aumentum Case Management Aumentum Levy Management	1	\$ 2,500.00	\$ 1,500.00	\$ 2,500.00	TBD
<b>Total Professional Services Fees:</b>			<b>\$ 1,500.00</b>	<b>\$ 2,500.00</b>	

TRTA Gov agrees to update the Source Code Escrow Deposit four (4) times per year in association with this agreement. All other Terms and Conditions not listed herein and associated with Source Code Escrow shall be governed by the Terms and Conditions contained in the applicable Three Party Escrow Agreement between Manatron and Iron Mountain.

One Time and Annual Professional Service Fees will be invoiced initially following the set up and initial Source Code Escrow deposit associated with this account. Future Ongoing Annual Professional Service Fees are due and payable in advance of each annual term and are subject to annual increases.

**PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Professional and Consultation/Training Services fees are due and payable after TRTA Gov performs such services in accordance with TRTA Gov's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with TRTA Gov's Professional and Consultation/Training Services.

**ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** TRTA Gov shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training days requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with TRTA Gov's additional Professional and Consultation/Training Services.

**GENERAL PROVISIONS:**

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) TRTA Gov recommends one (1) person per PC / terminal; and

Date: October 12, 2017, J.R.

**SUMMARY SCHEDULE FOR TARRANT APPRAISAL DISTRICT**

Schedule No. TX2010.014.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2010.014 between TRTA Gov and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
PROFESSIONAL SERVICES (billed as used)	\$ 1,500.00
<b>Total One-Time Fees - Plus Freight:</b>	<b>\$ 1,500.00</b>

**Payment Terms for One-Time Fees:** TRTA Gov will invoice 100% of the Hardware Fees and Third-Party Software Fees upon receipt of such items by Customer. TRTA Gov shall invoice in accordance with the mutually agreed upon billing milestones. Professional Services Fees are due and payable after TRTA Gov performs such services in accordance with TRTA Gov's invoice(s) that shall be sent to the Customer.

**Taxes:** The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides TRTA Gov with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by TRTA Gov, excluding any taxes based upon TRTA Gov's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, TRTA Gov shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay TRTA Gov for such tax liability within thirty (30) days of receiving written notice of such tax liability from TRTA Gov.

ONGOING FEES	
Description	Annual Price
ANNUAL PROFESSIONAL SERVICE FEES	\$ 2,500.00
<b>Total Ongoing Fees:</b>	<b>\$ 2,500.00</b>

**Payment Terms for Ongoing Fees:** Ongoing Annual Professional Service Fees are due and payable in advance of each annual term and are subject to annual increases.

Date: October 12, 2017, J.R.

**Greg Garza**

---

**From:** Jeff Craig  
**Sent:** Monday, January 11, 2021 7:58 AM  
**To:** Terrisa Stewart; Greg Garza  
**Subject:** FW: Invoice amendment - TAD  
**Attachments:** Tarrant Revised Annual Support Invoice.PDF; Tarrant Appraisal District TX2010.014.02.pdf

Please see the amended invoice for the annual maintenance and the escrow account for 2021. Delete any earlier versions.

This will be on the agenda Friday.

---

**From:** Renee Fuller [<mailto:Renee.Fuller@AumentumTech.com>]  
**Sent:** Friday, January 08, 2021 12:51 PM  
**To:** Jeff Craig  
**Subject:** Invoice amendment - TAD

**CAUTION: This email originated from outside of TAD. If it contains attachments and / or embedded links, please do not open them unless you (1) recognize the sender and (2) are certain that the content is safe. For assistance determining if an attachment or link is safe, please contact Tech Support before opening.**

Hi Jeff,

Please find attached TAD revised annual support invoice, I apologize for the oversight on your agreed upon support pricing. The revision is \$292,672 plus \$2,625.00  
I have attached the Escrow agreement which notes that annual escrow can be increased.

Please let me know if you have any further questions.

Thank you,  
Renee



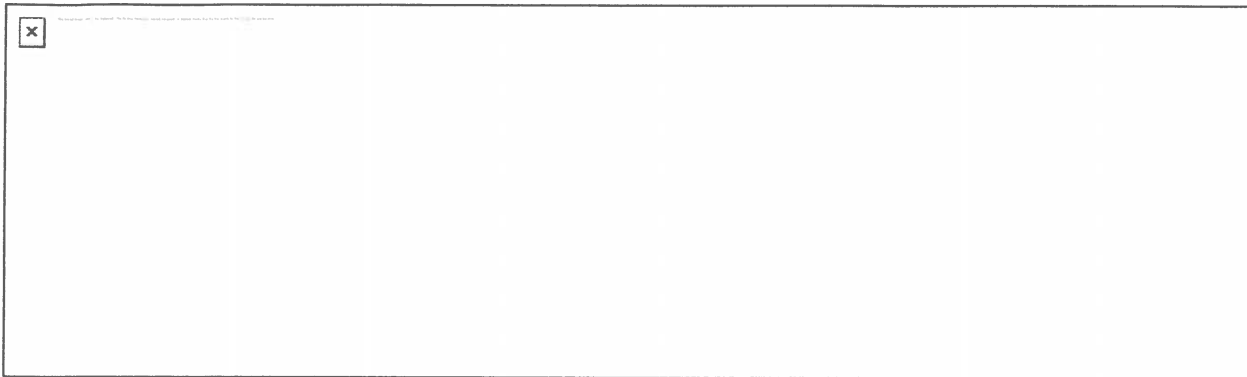
**Renee Fuller**  
Sr Accounting Clerk  
**Phone:** O 866.471.2900 x77737  
**Email:** [Renee.Fuller@AumentumTech.com](mailto:Renee.Fuller@AumentumTech.com)



**We have new contact information**

Emails will now come from our new [@aumentumtech.com](mailto:@aumentumtech.com) email domain. You can reach us by phone at 866-471-2900 + team member extension. Visit our website [www.aumentumtech.com](http://www.aumentumtech.com) for information on our products and services.





**From:** Jeff Craig <[JCraig@TAD.org](mailto:JCraig@TAD.org)>  
**Sent:** Tuesday, January 5, 2021 12:58 PM  
**To:** Deb Loveridge <[Deb.Loveridge@AumentumTech.com](mailto:Deb.Loveridge@AumentumTech.com)>  
**Subject:** [EXTERNAL] Invoice amendment - TAD  
**Importance:** High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Deb,

I am placing payment of this item on the agenda for our Board of Directors on Friday January 15. However, in looking at the invoice, I cannot get the number to match the contract. We should be in year #7 of the agreement. Last year, we were invoice and paid year 6.

The amount for maintenance should be \$292, 672 (chart below) and not \$301,280 as indicated on the invoice.

We have been paying \$2,500 for the escrow fee in past years. I am assuming that increased to \$2,625? I can't find anything else regarding the escrow fee.

Can you confirm and send an amended invoice?

Thanks!

*Jeff Craig*

Jeff Craig  
Director of Administration



2500 Handley-Ederville Rd.  
Fort Worth, Texas 76118  
817-595-6002 direct  
817-595-6198 fax  
[jcraig@tad.org](mailto:jcraig@tad.org)



**ANNUAL MAINTENANCE AND SUPPORT FEES**

<b>Software Product</b>	<b>Original Annual Price</b>	<b>Adjusted Annual Price</b>
GRM Records, Enterprise Edition		
GRM Real Property (CAMA)		
GRM Personal Property		
GRM Assessment Administration		
GRM Appeals Management (includes ARB functionality & iSettle)		
<b>Total Annual Software Support Services Fees:</b>	<b>\$259,885.00</b>	
Adjusted Total Annual Software Support Services Fees: Year #1	\$259,885	\$259,885
Adjusted Total Annual Software Support Services Fees: Year #2	\$267,682	\$265,082
Adjusted Total Annual Software Support Services Fees: Year #3	\$275,712	\$270,384
Adjusted Total Annual Software Support Services Fees: Year #4	\$283,983	\$275,792
Adjusted Total Annual Software Support Services Fees: Year #5	\$292,503	\$281,307
Adjusted Total Annual Software Support Services Fees: Year #6	\$301,278	\$286,934
Adjusted Total Annual Software Support Services Fees: Year #7	\$310,316	\$292,672
Adjusted Total Annual Software Support Services Fees: Year #8	\$319,626	\$298,526
Adjusted Total Annual Software Support Services Fees: Year #9	\$329,215	\$304,496
Adjusted Total Annual Software Support Services Fees: Year #10	\$339,091	\$310,586



**Amendment #1 to Agreement TX2010.014**

THIS AGREEMENT is made by and between the Tarrant Appraisal District in Tarrant County, TX (the "District") and Manatron, Inc. a subsidiary of Thomson Reuters ("Thomson Reuters").

WHEREAS, the parties have previously entered into a contract #TX2010.014 dated February 18, 2011 for the purchase of the Thomson Reuters GRM CAMA valuation software system (also known as Aumentum); and

WHEREAS, the District and Thomson Reuters now wish to amend and clarify certain provisions of the Agreement to account for changes to the schedule of delivery for the project which have arisen during the period of performance for Agreement #TX 2010.014;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify the Agreement and clarify the timing of certain payment and project activities within the Agreement dated February 18, 2011 as follows:

As consideration for the adjustment to the project schedule that has been agreed to by the District, Thomson Reuters hereby agrees to provide consideration to the District for costs it is incurring as a result of the schedule adjustment. For the period between January 1, 2014 and the Go Live date, currently scheduled for October 7, 2014, the District will make no further payments including those for change requests, for products or services, to Thomson Reuters until the Go Live date and shall after the Go Live date pay all payments scheduled prior to the Go Live date according to the schedule of payments contained in Exhibit A of this amendment. Further, Thomson Reuters hereby agrees to refund the amount of \$793,936 to the District no later than June 15, 2014. The attached Maintenance and Support Fees shall apply to the software that is the subject of this contract, any modifications of the software that was originally included as the subject of this contract, and to any next generation property tax administrative and appraisal software that Thomson Reuters would provide to replace the software that is the subject of this contract.

- I. The project is currently scheduled to go-live into production usage of the software on October 7, 2014 for which the parties have mutually agreed upon the major functionality to be included in the Go-Live release and for which acceptance cannot be unreasonably withheld. Should Thomson Reuters fail to meet the October 7, 2014 Go-Live release date due to failures by Thomson Reuters and not due to delays by the District, penalties as outlined in Exhibit A below shall apply.
- II. This Amendment shall not alter any other terms or conditions of Agreement #TX 2010.014. Neither party waives any rights or remedies it may have under said Agreement, except for those which may be directly amended herein.

IN WITNESS WHEREOF, the District and Thomson Reuters, Inc. have each caused this Contract to be signed and delivered by its duly authorized representative as of the date listed below.

Manatron, Inc.

By:   
SVP, Managing Director, Government

Date: 4.23.14

Tarrant Appraisal District

By:   
Chief Appraiser

Date: 4/24/2014

**EXHIBIT A**  
**Revised Payment Schedule for Remaining Project Milestones**

Pursuant to Paragraph I above, the following are the revised performance milestone billings for the project under this Amendment.

**APPLICATION SOFTWARE LICENSE FEES & PROFESSIONAL SERVICES**

Total Application Software License Fees	\$1,155,044
Paid Application Software License Fees	\$462,017.60
<b>Total Remaining Software License Fees</b>	<b>\$693,026.40</b>
Total Professional Services Fees	\$787,303.00
Paid Professional Services Fees	\$271,619.54
<b>Total Remaining Professional Service Fees</b>	<b>\$515,683.46</b>
<b>TOTAL REMAINING ONE-TIME FEES</b>	<b>\$1,208,709.86</b>

The parties agree that the remaining One-Time Application Software License Fees and Professional Services Fees will be invoiced in monthly payments commencing on the first of the month next following Go-Live and as listed below. The amounts listed in the table below are based upon the total amount in the schedule above and would be adjusted equally for any additional change request incorporated prior to go-live. If the Go-Live date of October 7, 2014 is missed, and is attributable solely to Thomson Reuters, then a penalty equal to the monthly payment below will be applied. That is, the monthly payment for November 2014 will be waived. Additionally, any Go-Live date that is missed will be adjusted to the 7<sup>th</sup> of the following month. Any adjusted Go-Live date that is missed and is attributable solely to Thomson Reuters will receive similar penalty of dismissal of its related monthly milestone. The District will make its best effort to approve or reject Go-Live project deliverables as defined in Exhibit B before the first payment, but in the event that the District does not respond the Go-Live project deliverables shall be deemed accepted.

<b>Remaining One-time Fees</b>	<b>Payment Date</b>	<b>Amount</b>
	November 1, 2014	\$201,451.64
2	December 1, 2014 or upon installation and acceptance of Version 10.01.00 of Aumentum, whichever date is later.	\$201,451.64
3	January 1, 2015 or upon installation and acceptance of Version 10.02.00 of Aumentum, whichever date is later.	\$201,451.64
	February 1, 2015 or 30 days after payment number 3, whichever date is later.	\$201,451.64
5	March 1, 2015 or 30 days after payment number 4, whichever date is later.	\$201,451.64

Remaining One-time Fees	Payment Date	Amount
6	April 1, 2015 or 30 days after payment number 5, whichever date is later.	\$43,991.06
7	Upon Final Acceptance	\$157,460.60
	<b>Total</b>	<b>\$1,208,709.86</b>

**Travel related expenses will continue to be billed as used as previously outlined in agreement # TX2010.014**

The following chart states some elements of the functionality of the releases of the software after the Go-Live version for purposes of this Amendment #1 to Agreement TX2010.014 and Exhibit A to that amendment. While there are many more functions in each release, these functions should be present and complete in each named release.

ID	Description	Release Version
117351	Electronic Rendition Validation - Free Form Address in multiple cities for TAG assignment	10.02
117352	Electronic Rendition Validation/Import Validation file causes Import Problem	10.03 - Final Acceptance
117355	Electronic Rendition Export/Import - ValueBasis should be an available field	10.02
117382	Electronic Rendition Import - Asset Situs Address	10.02
73103	Multiple Regression Analysis and Linear Regression Analysis	10.03 - Final Acceptance
73561	Matched paired analysis	10.03 - Final Acceptance
74358	The system supports on site photo importation with the field device.	10.03 - Final Acceptance
122364	Site Value Tab - Add grid export to excel option	10.02
92272	Taxpayer Inquiry Tracking	10.02
118671	Batch Print Comp Sales Reports and PRCs	10.02
116885	TAD Comp Variables - Land Base Rate, Sale Cap Rate, Lease Type	10.01

**ANNUAL MAINTENANCE AND SUPPORT FEES**

<b>Software Product</b>	<b>Original Annual Price</b>	<b>Adjusted Annual Price</b>
GRM Records, Enterprise Edition		
GRM Real Property (CAMA)		
GRM Personal Property		
GRM Assessment Administration		
GRM Appeals Management (includes ARB functionality & iSettle)		
<b>Total Annual Software Support Services Fees:</b>	<b>\$259,885.00</b>	
Adjusted Total Annual Software Support Services Fees: Year #1	\$259,885	<b>\$259,885</b>
Adjusted Total Annual Software Support Services Fees: Year #2	\$267,682	<b>\$265,082</b>
Adjusted Total Annual Software Support Services Fees: Year #3	\$275,712	<b>\$270,384</b>
Adjusted Total Annual Software Support Services Fees: Year #4	\$283,983	<b>\$275,792</b>
Adjusted Total Annual Software Support Services Fees: Year #5	\$292,503	<b>\$281,307</b>
Adjusted Total Annual Software Support Services Fees: Year #6	\$301,278	<b>\$286,934</b>
Adjusted Total Annual Software Support Services Fees: Year #7	\$310,316	<b>\$292,672</b>
Adjusted Total Annual Software Support Services Fees: Year #8	\$319,626	<b>\$298,526</b>
Adjusted Total Annual Software Support Services Fees: Year #9	\$329,215	<b>\$304,496</b>
Adjusted Total Annual Software Support Services Fees: Year #10	\$339,091	<b>\$310,586</b>

The parties agree that the fees listed above shall cover Maintenance and Support for the products that the District currently has and will Go-Live with.

**MASTER AGREEMENT FOR LICENSED  
SOFTWARE, HARDWARE, AND SERVICES**

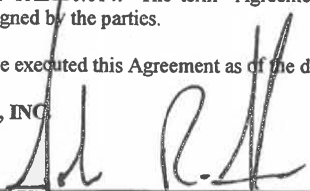
Effective as of the date that this Agreement is last signed by either party (the "Effective Date").

By and Between	And
<b>MANATRON, INC.</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	<b>TARRANT APPRAISAL DISTRICT</b> 2500 Handley-Ederville Road Fort Worth, Texas 76118-6909 ("Customer")
Attention: <u>Matthew Henry, Senior Contract Administrator</u> Telephone No.: <u>(866) 471-2900 ext. 7099</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>matt.henry@manatron.com</u>	Attention: <u>Mr. Jeff Craig - Director of Administration</u> Telephone No.: <u>817-595-6002</u> Fax No.: <u>817-595-6198</u> E-mail Address: <u>jcraig@tad.org</u>

This Master Agreement for Licensed Software, Hardware, and Services sets forth the terms and conditions under which Manatron shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules TX2010.014.01 and all future Schedules that reference the Master Agreement No. TX2010.014. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules attached hereto or subsequently signed by the parties.

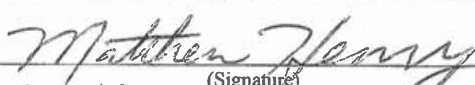
The parties have executed this Agreement as of the dates set forth below their respective signatures.

MANATRON, INC.

By:   
 (Signature)


Its: VICE PRESIDENT  
 (Type or Print Position)

Date: 2/24/11

Witnessed:   
 (Signature)

By: Matthew Henry  
 (Type or Print Name)

TARRANT APPRAISAL DISTRICT

By:   
 (Signature)

Its: EXECUTIVE DIRECTOR  
 (Type or Print Position)

Date: 2-18-2011

By: \_\_\_\_\_  
 (Signature)

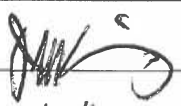
Its: \_\_\_\_\_  
 (Type or Print Position)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 (Signature)

Its: \_\_\_\_\_  
 (Type or Print Position)

Date: \_\_\_\_\_

Witnessed: 

Date: 2/18/11

**SIGNATURE PAGE**

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS.

As used in this Agreement:

“**Acceptance**” shall have the meaning set forth in Section 3.2.1.

“**Compliance Update**” means a change made to the Software to reflect a mandated change in an applicable Law.

“**Computer System**” means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

“**Customization**” means any improvement, derivation, extension or other change to the Software made by Manatron at the request of Customer, including any that result from the joint efforts or collaboration of Manatron and Customer. Manatron may, from time to time and in its sole discretion, incorporate Customizations into the Software as “Enhancements.”

“**Database Software**” means relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store Customer data on a disk sub-system as part of the operation of the Software.

“**Designated Processor**” means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

“**Documentation**” means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials generally made available and provided by Manatron for use with the Software.

“**End User**” means the Customer or any employee(s), affiliate(s), agent(s), representative(s), or any other person under the direction or control of the Customer, that uses the Software to perform certain functions or tasks as required by the Customer.

“**Enhancement**” means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. Manatron may, in its sole discretion, designate an Enhancement as minor or major.

“**Error**” means any failure of the Software to conform in any material respect to the functional specifications agreed to by the customer and identified in the GAP Analysis or the Software Design Matrix. Errors are further classified by their impact in Appendix A below.

“**Error Corrections**” means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications agreed to by the customer, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the cause of the error and provides a long term solution.

“**Go Live Acceptance Date**” means the date on which TAD accepts the final Manatron GRM CAMA software as the “system of record” and the software is placed into production for daily business use.

“**Hardware**” means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software, as listed in the applicable schedule.

“**Implementation Plan**” means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task, and the commencement and completion dates for each task.

“**Installation**” means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

“**Installation Date**” means the date on which Manatron completes Installation of the Software, or Third-Party Software, on the Designated Processor, testing and acceptance by the Customer or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

“**Law**” means any applicable state, county, or local statute, law, ordinance, or code.

“**Minimum Requirements**” means the minimum requirements for the Computer System as set forth on the associated Schedules. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by Manatron.

“**Notice of Completion**” means: (a) if Manatron is to provide implementation services, a written notice from Manatron stating that installation and implementation of all Hardware, Software, and/or Third-Party Software at Customer’s site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from Manatron stating that all Hardware, Software, and/or Third-Party Software has been delivered.

“**Professional Services**” means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by Manatron under the terms of this Agreement.

“**Project Management**” means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

“**Release**” means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.

“**Schedule**” and “**Schedules**” shall have the meanings set forth in Section 2.1.

“**Seat**” means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some, or all, of the Software or Third-Party Software.

“**Site**” means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

“**Software**” means the software program(s) (in object code format only) identified on the applicable Schedule, and includes Error Corrections, Compliance Updates, and new Versions and Releases of such program(s) that may be provided under this Agreement. The term “Software” excludes any Third-Party Software.

“**Software Design Matrix**” is the document, attached as Appendix B, which identifies all the functional specifications that the Software will meet according to Manatron’s response to Customer’s Request for Proposal and commitments made by Manatron during the selection process. The Software Design Matrix is incorporated into this document for all purposes and will serve, in part, as the basis for Customer’s GAP analysis.

“**Software Modification**” has the same meaning as “Customization” if made at the request of Customer under the terms of this Agreement, and as “Enhancement” when made by Manatron as part of the development or enhancement of the Software or Third-Party Software.

“**Support Services**” shall have the meaning set forth in Section 4.1.

“**Test Period**” means the period of time agreed to by Manatron and TAD for testing the adequacy of the Software following (a) Customer’s receipt of the Notice of Completion upon installation of the Software for testing or (b) in the case where Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

“**Third-Party Software**” means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

“**Version**” means a new version of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., “4.1” and “4.2” represent different Versions of Release “4”).

“**Web Hosting**” means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

## 2. SCHEDULES.

2.1 **Schedules.** Manatron shall license the Software and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the “**Schedule**” and “**Schedules**”).

2.2 **Conflicting Terms.** Each Schedule shall be a part of, and governed by, the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule or the Statement of Work (SOW), the terms of the Schedule or SOW shall control unless otherwise noted in any Schedule or SOW.

## 3. SOFTWARE LICENSE.

3.1 **Grant.** Manatron grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 17.9), nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

### 3.2 Acceptance Testing.

3.2.1 During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the functional specifications identified in the GAP Analysis Document and in the Software Design Matrix. If the Software does not so conform, Customer shall promptly notify Manatron in writing, and Manatron shall work diligently to correct all nonconformities free of charge to Customer. If, after a reasonable period of time, Manatron is unable to correct nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to Manatron and receive a refund of any payments received for the license fee.

3.2.2 The Software shall be considered accepted for all purposes (“**Acceptance**”) upon notification by Customer that the Software is in compliance based on the following criteria: The system is in full production mode, the system is the “**System of Record**”, and acceptance testing has been completed by TAD.

### Scope of Rights. Customer may:

3.2.3 Install the Software on the Designated Processors for production and test-system basis of operation and may, upon notice to Manatron, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.2.4 Use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used. TAD may allow off site access to the system by third parties such as taxing units or their agents, appraisers in the field, and property owners or their agents, without the need for additional licenses.

3.2.5 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Manatron’s copyright and other proprietary legends are

reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Manatron upon request. All copies that are made by Customer shall be the property of Manatron.

3.2.6 Make copies of the Documentation for Customer’s internal use only, provided that Manatron’s copyright and other proprietary legends are reproduced on each copy.

3.3 **Restrictions.** In addition to other restrictions set forth in this Agreement, Customer may not:

3.3.1 Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;

3.3.2 Use the Software for any purpose for the benefit of any third party (including anybody of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise; providing, however, that Customer may use Software for the benefit of the taxing units that Customer serves as a part of its legal responsibilities or for taxpayers or the State of Texas in compiling information required by law;

3.3.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, except as agreed to by Manatron (in the case of application of new releases, fixes, etc.);

3.3.4 Without prior written approval of Manatron, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those means provided in the Software and queries;

3.3.5 Without prior written approval of Manatron, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

3.3.6 Remove the labels or any proprietary legends from the Software or its Documentation.

3.4 **Title.** Manatron reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer or any data developed by Customer while using Software shall remain the property of Customer.

3.5 **Right to Audit.** Manatron shall have the right, within ten (10) days of Manatron’s written request, during normal business hours and at times mutually agreed upon by Manatron and Customer, to audit Customer’s use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, appropriate remedial action will be taken to re-establish in-use restrictions to a level of compliance.

3.6 **Third-Party Software.** Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.

3.7 **Tools and Customizations.** Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface, or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Manatron shall own all

right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

#### 4. SUPPORT SERVICES.

4.1 **Scope.** Provided that Customer is current in the payment of the applicable support fee, Manatron shall provide the following support services (collectively referred to as "Support Services"):

4.1.1 **Telephone Support.** Manatron shall provide Customer with telephone support services for Hardware and Software from 8:00 a.m. to 5:00 p.m. Eastern Standard Time (EST), Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve, and Christmas Day. Manatron may from time to time amend its holiday schedule upon at least sixty (60) days' prior written notice to Customer.

4.1.2 **Web Site.** Manatron shall maintain a web site that contains information concerning the Software and Support Services.

4.1.3 **Error Corrections.** Manatron will respond to any Errors reported by Customer in accordance with its response policy attached hereto as Appendix A. Manatron may from time to time amend its response policy upon at least sixty (60) days' prior written notice to Customer.

4.1.4 **Compliance Updates.** Manatron shall exercise due diligence and, in accordance with the highest professional standards, provide Customer, in a timely manner, with Compliance Updates, provided that Customer actively monitors changes in applicable laws or regulations and provides Manatron with timely written notification of such changes. Customer understands and agrees that Manatron's ability to meet its obligations under this Section is contingent upon publication of the change by the applicable regulatory agency and notification to Manatron in a manner that provides Manatron sufficient time to prepare and distribute the Compliance Update before the effective date of the change. Manatron will notify customer of the target date for achieving required Compliance Updates. Manatron shall not be responsible for and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Compliance updates will be included in the Maintenance fees at no additional cost if any single update does not require a technical effort by Manatron exceeding 3,000 hours of programming time. All other compliance update efforts by Manatron shall be spread on an equitable basis across Manatron's affected customer base, on a time and materials basis. Manatron shall make compliance updates for implementation by the effective date of the change in law where possible.

4.1.5 **Releases/Versions.** Manatron shall provide Customer with new Releases/Versions of the Software. Customer understands that its implementation of a new Release/Version may require Customer to upgrade its Computer System.

4.2 **Supported Software.** Manatron's obligation to provide Support Services shall extend only to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number. For example, if the current Release is 4.5, Manatron will support only those Versions between 3.x and 4.5. If Customer desires support for earlier Versions of the Software, such support may be treated by Manatron as additional consulting services for which Customer will be billed at Manatron's then current time and material rates.

#### 4.3 Customer Obligations.

4.3.1 Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Support Services shall be made. Manatron shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to Manatron.

4.3.2 Customer shall implement and follow the reasonable written instructions of Manatron regarding operation of the Software.

4.3.3 Customer shall purchase, install, and maintain a Computer System that complies with the Minimum Requirements.

4.4 **Third-Party Software Support.** Manatron shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 4.1.1. If Manatron is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

4.5 **Services Outside Scope.** The exclusions set forth in Section 9.4 shall apply to Manatron's obligations to provide Support Services under this Section 4. Services provided by Manatron that are not within Manatron's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Schedule or an approved change control and shall be billed at Manatron's then-current time-and-material charges, including travel and all other out-of-pocket expenses provided that customer agrees to said expenses in advance and prior to any service being performed, and the performance of services is outside of the scope of regular support services. Manatron shall bill Customer a minimum charge of two (2) hours for all services provided under this Section 4.5.

#### 5. OTHER SERVICES.

5.1 **Description.** Manatron shall provide Services (other than Support Services) as set forth in the applicable Schedule.

5.2 **Implementation Services.** The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of implementation services by Manatron:

5.2.1 **Joint Development.** Manatron and Customer shall jointly develop the Implementation Plan using Manatron's standard implementation methodology with TAD's approval. The Implementation Plan shall be made part of the applicable Schedule without any further action.

5.2.2 **Amendments.** Manatron and Customer contemplate that the Implementation Plan will, from time to time, be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (as defined below). Services requested of, and provided by, Manatron that are not within Manatron's obligations under this Agreement shall be subject to the payment provisions set forth in Section 7.3.

5.2.3 **Interdependencies of Dates.** Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

5.2.4 **Efforts.** Each party agrees to use all commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

5.2.5 **Adjustments.** To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 5.2.2.

5.2.6 **Manatron Project Manager.** Manatron shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "Manatron Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Manatron under the Schedule and who shall be the primary point of contact for Manatron. Manatron may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. Manatron agrees that the Manatron Project Manager shall



dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

**5.2.7 Customer Project Manager.** Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to Manatron.

**6. INSURANCE**

**6.1 Insurance Coverage.** During the term of this Agreement, Manatron shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer Liability.	No less than the limits of liability required by law.
Automobile Liability.	No less than \$1,000,000
Data Processing Errors & Omissions.	\$3,000,000
<b>Commercial General Liability:</b>	
General Aggregate	\$ 2,000,000
Products	2,000,000
Personal/Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage	1,000,000
Medical Expenses	10,000

**6.2 Certificate.** Upon request by Customer, Manatron shall provide Customer with certificate(s) of insurance. Manatron shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

**7. FEES AND PAYMENT TERMS.**

**7.1 License Fees.** Customer shall pay Manatron the license fees set forth in the Statement of Work.

**7.2 Support Fees.** Customer agrees to pay Manatron the support fees set forth in the Statement of Work. The first year prorated annual support fees shall be invoiced in advance, commencing on the first day of the month next following the date of the final Software payment made by the Customer pursuant to the SOW and shall cover a period through December 31 of said year. Thereafter, annual support fees for each subsequent year (years 1 thru 5) shall be annually invoiced in advance beginning January 1 of each year, and shall cover a twelve (12) consecutive month period ending December 31. The annual support fees will provide Customer with all forms of maintenance as required for continuing support of the software. This provision will include all new releases of the software from Manatron at no additional cost to the Customer. In the event Manatron provides Customer with any new software product or Release, Manatron may publish and apply a revised Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. Customer shall be entitled to fixes, enhancements, or changes to the Software that might otherwise be provided through the maintenance and support agreement, but that occur prior to the date that the Customer's obligation to begin Support payments pursuant to this contract.

**7.3 Other Services Fees.** Unless otherwise stated in the applicable Schedule, Customer shall pay all fees for Services (other than Support Services) on a time-and-material basis based on Manatron's then-current rates and charges for the Services. Manatron will bill other Services as used. Other service fees must be pre-authorized by customer in advance of service provision.

**7.4 Reimbursable Expenses.** Customer agrees to reimburse Manatron for all reasonable and customary out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging, and communication expenses incurred by Manatron in connection with the performance of Services provided that Customer agrees to the said expenses in advance and prior to any services being performed, and the performance of services is

outside the scope of regular support services. Meal expenses shall not exceed Manatron's then-current per-diem amount.

**7.5 Invoices/Acceptance.** All invoices shall be paid in accordance with the terms set forth in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify Manatron in writing the reasons for such delay. Unless otherwise agreed by both parties, Manatron may apply any payment received to any delinquent amount outstanding.

**7.6 Taxes.** The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

**7.7 Penalties for Delay.** Neither Customer nor Manatron shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 7, unless specifically set forth in the applicable Schedule.

**7.8 Price Changes.** If Manatron utilizes a third-party Hardware Maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, but no more than once every twelve (12) month period under this Agreement.

**8. ADDITIONAL CUSTOMER RESPONSIBILITIES.**

**8.1 Communications Equipment.** At a minimum, Customer is required to provide Manatron with access to their network over the Internet. Internet-based connections must be secured using the Microsoft Windows or Cisco VPN client. All other VPN clients are not supported.

**8.2 Site Condition.** Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

**8.3 Records.** Customer shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

**8.4 Computer Virus Protection.** Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. Manatron shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

**8.5 Security.** Customer shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. Manatron shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

**9. WARRANTIES.**

**9.1 Software.** Manatron warrants that the Software will conform in all material respects as software for the efficient operation and administration of ad valorem taxation functions performed by Customer pursuant to the laws of the State of Texas. Manatron agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In

addition, Manatron warrants that any Enhancement, Customization, Compliance Update, and/or Error Correction will conform in all material respects to the functional specifications agreed to by the customer. The warranty period for the all software delivered by Manatron, including any Enhancement, Compliance Update, and/or Error Correction shall expire simultaneously with the start of the first year service coverage agreement. Manatron's sole obligation to Customer, and Customer's exclusive remedy for breach of warranty under this Section 9.1, is the timely and satisfactory correction or replacement of any nonconformity. Customer shall provide Manatron with written notice that nonconformity exists, and Manatron shall have a reasonable period of time, based on the severity of the nonconformity, to correct the Software. Manatron warrants that the Software does not contain any disabling devices that would allow Manatron to terminate operation of the Software. Manatron further warrants that, to the best of its knowledge, the Software does not contain any viruses. Damages inflicted by viruses, Trojans or malware of any kind in the software delivered by Manatron will be the total responsibility of Manatron, and will be resolved by Manatron.

**9.2 Services.** Manatron warrants that all Services provided under this Agreement will be performed in a workmanlike manner. Customer shall notify Manatron in writing of any breach of this warranty within days after completion of the Service. Manatron's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty, is re-performance of the Service.

**9.3 Third-Party Software; Hardware.** MANATRON MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER, OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. MANATRON EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

**9.4 Exclusions.** Manatron's warranty obligations and other obligations under this Agreement, with respect to the Hardware and Software, are expressly conditioned upon Customer's proper use and do not include:

**9.4.1** Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse, or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of Manatron;

**9.4.2** Problems and errors that Customer cannot reproduce;

**9.4.3** Problems relating to, or caused by, (a) any hardware, third-party software, Internet Service Provider (ISP), or software that was not supplied by Manatron, or (b) use of a Computer System that does not meet the Minimum Requirements; or

**9.4.4** Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

**9.5** Corrections of errors, defects, and malfunctions that are traceable to any of the foregoing or to any Customer errors or system changes, any ISP, or any third-party hardware and/or software, shall be billed at Manatron's then-current time-and-material rates, including out-of-pocket expenses provided that Customer agrees to the said expenses in advance and prior to any services being performed, and the performance of services is outside the scope of regular support services.

**9.6 Disclaimer.** PURSUANT TO SECTION 9.1, MANATRON WARRANTS THAT THE SOFTWARE WILL PERFORM ITS INTENDED PURPOSE AS SOFTWARE FOR THE EFFICIENT OPERATION AND ADMINISTRATION OF AD VALOREM TAXATION FUNCTIONS PERFORMED BY CUSTOMER PURSUANT TO THE LAWS OF THE STATE OF TEXAS. THIS WARRANTY AND THE OTHER WARRANTIES SET FORTH IN THIS SECTION 9, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. MANATRON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

## 10. CONFIDENTIAL INFORMATION.

**10.1 Defined.** As used in this Section 10, "Confidential Information" includes the Software and Customizations in any embodiment, the terms, conditions, and pricing of this Agreement, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans, as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 10.1, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of Manatron.

**10.2 Nondisclosure.** The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without Manatron's prior written approval.

**10.3 Exceptions.** A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

## 11. INTELLECTUAL PROPERTY INDEMNIFICATION.

**11.1 Scope.** Manatron agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. Manatron shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

**11.2 Notice.** Customer shall give Manatron prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Manatron's rights in the Software.

**11.3 Alternatives.** Manatron shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 11.1, Manatron may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software that is acceptable to Customer; or (c) terminate this Agreement and refund the license fees paid by Customer.

**11.3 Exclusions.** Manatron shall have no obligation under this Section 11 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use

or combination of the Software with any third-party product, software, hardware, or system; (c) modification of the Software other than by a representative of Manatron; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

**11.4 Sole Remedy.** This Section 11 states Manatron's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

## 12. LIMITATIONS OF LIABILITY.

**12.1 Limitation and Disclaimer.** MANATRON'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED MANATRON'S INSURANCE COVERAGE. TO THE EXTENT THAT A CLAIM IS NOT WITHIN MANATRON'S INSURANCE COVERAGE, MANATRON'S LIABILITY SHALL NOT EXCEED: (A) IN THE EVENT OF DAMAGES ASSOCIATED WITH A SERVICE OR HARDWARE PRODUCT, THE FEE PAID BY CUSTOMER FOR THAT SERVICE OR HARDWARE PRODUCT UNDER THE APPLICABLE SCHEDULE; OR (B) IN ALL OTHER CASES, THE LICENSE FEE PAID BY CUSTOMER FOR USE OF THE SOFTWARE. IN NO EVENT SHALL MANATRON BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPROCUREMENT ("COVER COST"), INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERRUPTION OF USE, LOSS, OR CORRUPTION OF DATA, LOST REVENUE, LOSSES RESULTING FROM SYSTEM SHUTDOWN OTHER THAN LOSS OF CUSTOMER DATA UNLESS THAT LOSS OF DATA IS DUE TO CUSTOMER BACKUP ACTIVITIES, FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION, OR BREACHES IN SYSTEM SECURITY, WHETHER OR NOT MANATRON HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**13. THIRD-PARTY SERVICE DISCLAIMER.** Unless otherwise stated in the applicable Schedule, Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

## 14. TERM.

**14.1 Agreement.** This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 15.

**14.2 Software and Third-Party Software Support Services.** Unless otherwise provided in the applicable Schedule, Support Services for Software and Third-Party Software shall commence on the first day of the month next following the date of the final Software payment made by Customer pursuant to the SOW and shall continue through December 31 of said year. After completion of the partial year, Support Services for Software shall continue for an initial period of thirty-six (36) months ("Software Support Services"). Software Support Services shall renew automatically for additional terms of twelve (12) months unless Manatron provides the Customer written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term or unless Customer does not pay for the succeeding twelve (12) month term. Software Support Services shall renew automatically for additional terms of twelve months upon payment of fee by Customer. If Software Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

**14.3 Hardware Maintenance Services.** Unless specifically identified in the Support Services Schedule, all Hardware Maintenance will default to "Manufacturer Warranty Only."

**14.4 Other Services.** The term for Services (other than Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

## 15. TERMINATION.

**15.1 By Either Party.** Either party may, at its option, terminate a Schedule immediately upon written notice to the other party if the other party:

**15.1.1** Breaches its confidentiality obligations under this Agreement.

**15.1.2** Breaches any obligation set forth in this Agreement and fails to cure the breach, or develop a plan to cure the breach, within thirty (30) days after written notice of the breach from the other party.

**15.1.3** Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors.

**15.1.4** Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.

**15.2 By Customer.** In the event the proper appropriation of funds for the continuation of this Agreement is not made by Customer for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not made, provide Manatron with written notice of the failure to obtain the proper appropriation of funds. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation.

**15.3 Effect of Termination.** The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3.1 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of any provision of this Agreement or the Schedules. If Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. Customer shall certify such action in writing to Manatron within one (1) month after the termination date. If Customer terminates a Schedule for Support Services under Section 15.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, Manatron shall return all data supplied by Customer in a format reasonably requested by Customer (other than Manatron's proprietary format) without charge to Customer, as further described in Section 15.6 below. If Manatron fails to promptly return all data supplied by Customer or developed by Customer while using Software, Customer is entitled to Specific Performance of return of its data and damages, court costs and reasonable attorney's fees for the cost of obtaining the return of Customer's data.

**15.4 Survival of Certain Obligations.** Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 10 shall survive termination of this Agreement.

**15.5 Termination for Material Defect** If, during the User Acceptance Testing process or during production usage of the software, but prior to the issuance of Final Acceptance, as defined in the SOW, the Customer identifies that the software is producing material errors or malfunctions that cause the

software to fail to operate in substantial conformance with its intended purpose as software for the operation and administration of ad valorem taxation functions under the laws of the State of Texas, then Customer may notify Manatron of the specific errors or malfunctions in writing. For the purposes of this Agreement, a material error shall be defined as a Priority 1 or Priority 2 error, as described below in Appendix A, that is solely the result of a deficiency in software functionality. Once the Customer has notified Manatron of the material error generated during testing, Manatron shall have the right to cure the deficiency within sixty (60) days of receipt of the written notice by Client unless the parties agree to a mutually acceptable longer time period for the cure. If Manatron fails to cure the identified defect within the prescribed time period after the written notice of the defect and Client has acted in good faith to work with Manatron to resolve the deficiency, the Customer shall have the option of declaring this agreement null and void and will receive a refund of all payments made through the date of termination under this contract. If Customer declares this agreement null and void, Customer shall immediately return software provided under this agreement to Manatron. For the purposes of this Agreement, once the Customer has signed off on the Final Acceptance Deliverable set forth in the SOW, the client shall no longer have the right to declare this Agreement null and void pursuant to this Section 15.5. A written notice pursuant to this clause is timely if placed in the mail, faxed, or delivered to an overnight carrier on or before two years following the date the Customer accepts the product.

**15.6 Extraction of Data.** Upon termination pursuant to this section, Customer shall have the right to use the Software for a period not to exceed 90 days or until the Customer procures replacement software which performs the tax appraisal and collection functions set forth in Software Design Matrix provided that the Customer continues to pay the maintenance and support fees provided for by paragraph 7.2 for the time period that the Licensee continues to use the Software. Manatron agrees to provide standard flat file and/or comma-delineated extract of the data within the system and provide the file layout of such data to Customer for use in the conversion and transfer of the tax appraisal and collection data on the Software to the replacement software procured by the Customer. At the option of the Customer, Manatron agrees to make resources available to provide a customized version of the extracted data, provided that the Customer agrees to pay reasonable time and materials fees for the production of the customized extract. Upon completion of the conversion and transfer of the tax appraisal and collection data from the Software to the replacement software, Licensee shall immediately destroy all copies of the Software, certify to Licensor that it has retained no copies of the Software, and acknowledge that it may no longer use the Software, and Licensor's obligations under this Agreement shall cease. Licensee agrees that in the event of termination through its default, all fees or charges due as of such date shall immediately become due and payable.

## 16. DISPUTE RESOLUTION.

**16.1 Informal Dispute Resolution.** If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

## 17. GENERAL.

**17.1 Customer List; Publicity.** Customer authorizes Manatron to use Customer's name in its list of Customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Manatron may publicly refer to Customer (by name only) as being a customer of Manatron, and only in relation to this Agreement except as otherwise authorized by Customer.

**17.2 Amendments.** No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

### 17.3 Notices.

**17.3.1 Delivery.** Except as otherwise provided herein, or within the Statement of Work, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address specified for the recipient. Any written notice required to be sent under Section 15 ("Termination") or Section

16 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail, or express) or commercial courier.

**17.3.2 Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

**17.3.3 Contact Person.** Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto, but any element of such party's address, which is not specified in that notice, shall not be deemed changed.

**17.4 Technology Life Expectancy.** Customer understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. Customer further acknowledges that Manatron will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Manatron does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to Customer under this Agreement or that the Computer System recommended by Manatron will function for an indefinite period of time. Rather, Manatron and Customer may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include, without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

**17.5 Excusable Delays.** Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

**17.6 Statute of Limitations.** No party may commence an action under this Agreement more than two (2) years after the expiration of its term, or, in the event of a breach, more than two (2) years after the occurrence of the breach, or, in the event the breach is not discovered by the injured party when it has occurred, more than two (2) years after the breach could, in the exercise of due diligence, have been discovered by such party.

**17.7 Injunctive Relief.** Manatron and Customer agree that in the event of any breach of Section 10 monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

**17.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the customer's state of domicile. Any cause of action concerning this contract shall have venue in the courts of Tarrant County, Texas or the Northern District of Texas United States District Court.

**17.9 Assignment.** Customer shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Manatron, which consent shall not be unreasonably withheld or delayed.

**17.10 Severability.** If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to

the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

**17.11 Counterparts.** This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**17.12 Subcontractors.** Manatron reserves the right to subcontract work, as it deems necessary, and is acceptable to the customer, to perform the Services under this Agreement. Manatron shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

**17.13 Independent Contractor.** The relationship of Manatron to Customer shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

**17.14 Waiver.** No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstance giving rise to such right.

**17.15 Executable by Facsimile.** Any signature of this Agreement or any Schedule through facsimile shall constitute execution of the Agreement or Schedule by such party.

**17.16 Non-Discrimination.** Manatron, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

**17.17 Entire Agreement.** This Agreement embodies the entire agreement and understanding between Manatron and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on Manatron.

**APPENDIX A**  
**RESPONSE POLICY**

After the testing of the system and acceptance of the Software by Customer, Manatron shall respond to any Errors reported by Customer based on the priority code assigned to such Error. Customer shall identify the priority code when it initially reports the Error to Manatron. Manatron may, in its reasonable discretion, re-classify the Error after its initial investigation. If Customer requests, in writing, that the Error be resolved with a priority code higher than the assigned level, Customer will pay Manatron for that support on a time-and-materials basis at Manatron's then current rates. The priority codes and responses are as follows:

Priority	Definition/Impact	Manatron's Responses
1	The problem causes an immediate major impact on Customer's business. The problem has caused Customer's use of the software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely workaround exists.	Manatron will use all commercially reasonable efforts to: (i) respond to Customer within one hour, indicating that Manatron has received the report of the error; (ii) provide an initial status report to Customer within two hours, and regularly communicate thereafter the status of a reported incident; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software as soon as reasonably possible.
2	The problem causes an impact on Customer's business. A workaround is not available; however, processing can still continue but in a restricted manner.	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within four hours of the report; (ii) verify the reported error and regularly communicate the status to Customer; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software within ten days, or to continue its efforts indefinitely beyond this period when an error remains unresolved.
3	The problem has a minor impact on Customer's business. The problem does not prevent operation of the software.	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) respond to the error within thirty days.
4	The problem has no business impact.	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) consider addressing the issue in a future version or release.

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# Software Design Matrix

## General Software Design

1. Application Design	
	The application must be written for an n-tier computing environment.
	The most current version of source code will be maintained in escrow with provisions for release of the code to TAD in the event the firm ceases operations.
	The application must support distributed processing server technology.
	The application must provide for scaling through the use of job servers.
	The application will support use of a "Citrix" or Microsoft "Terminal User Services" technology.
	The application allows for a fully redundant Windows and SQL Clustering solution to minimize downtime.
	The application utilizes object development tools.
	The applications software delivered to TAD will be written in Windows browser-based .NET.
	The application must utilize graphical user interface tools for ease of use.
	The application will provide online help, including:
	The help must be context-sensitive.
	It will use the standard windows "What's This?" functionality.
	The online help must be updated with every product release.
	Manatron will maintain an on-line forum or chat-sessions to provide instant assistance with problem issues.
	Online help windows will be made available for input fields where values come from supporting tables.
	The application will use generally available report writers for all its forms and reports.
	The application must be installed using standard methods in their respective platforms.
	New releases are downloadable from the vendor's website.
	Software Updates and fixes are available for download from the vendor's website.
	The system provides for application program interfaces (API) hooks or other programmatic linkage or integration tools.
	A new release, update or fix can be emailed to the user for installation.
	The system data model should be FGDC (Federal Geographic Data Committee) compliant.
	The system provides for centralized software deployment management.
2. Database Design	
	The application must maintain a one-to-many relationship between the owner table and the property/parcel tables.
	The application must maintain a one-to-many relationship between the property/parcel table and the owner table.
	The application must provide for linking multiple accounts to represent a single property as in a parent/child relationship.
	The application must allow for ownership % to be applied and maintained at the land, improvement and personal property segment level.
	The application must allow for entity % to be applied at the property level. For example, a property is only 50% inside city limits – and not have to split the account.
	The application must allow for entity % to be applied and maintained at the land, improvement and personal property segment level.



The application must maintain a complete set of appraisal history, along with account details, per tax year.
The application must allow for calculations of value to be performed on previous years accounts. This includes valuation detail for each of the three approaches to value.
The application must capture a complete set of appraisal information when a property is sold.
This must include land and improvement detail appraisal information.
Modification to Land and Improvement detail information must be allowed without affecting current values.
The application does allow for calculations of value to be performed on appraisal information captured at the time of sale.
The application must support multiple improvement structures for an account.
The application must support multiple components for each structure.
The application must support all unique characteristics of mobile homes.
The application must support grouping of commercial accounts within an economic unit.
The application must support detailed records for leased assets including location addresses for taxing jurisdiction determination.
<b>3. Taxpayer Records</b>
The system must allow multiple owners per parcel/account.
The interests and values must be maintained at the account level.
The system must support multiple addresses per taxpayer.
The system must allow the user to indicate which address is for mailing.
The system must provide for a separate situs address and mailing address, and include validation methodology for both.
The system does support multiple phone numbers, fax numbers, and email addresses per taxpayer.
The system must support CASS Certification information.
The system must allow for identification or flagging of international addresses.
The system must provide the ability to flag returned mail.
The system provide for identification or flagging of "confidential" owners/addresses such as peace officers and judges. (SB 247)
The system must accommodate property descriptions maintained distinctly by year.
Based on the Manatron expression of capacity, there is no maximum number of taxing entities that are allowed per account.
Based on the Manatron expression of capacity, there is no maximum number of exemptions allowed by account.
The facility must exist to allow an account be inactivated or deleted.
Capability must exist to allow recovery or reinstatement at a later date.
The recovery process must restore all of the original account details including appraisal data.
The system must also restore history of building permits, and linkage to photos, and other scanned images.
The system will support multiple situs addresses per account.
The system does support multiple Doing Business As (DBA's).
<b>4. Corrections to the Certified Roll</b>
The system must keep certified history by year for all entities.
There is no maximum number of certified history years the system retains.
The system must allow for corrections, additions or deletions to the certified roll for any year.
The system must allow for corrections, additions or deletions to a previous years certified roll.
The system has no limitations as to the number of certified years in the past that can be altered due to changes or corrections.
The system must keep full appraisal information by year. The details of the land, improvement, and business personal property are retained.



	The system must provide that a property, for a prior year, can be “recalculated” without affecting current values.
	The system can produce a supplemental appraisal roll listing all property involved in the corrections. The following conditions are accommodated:
	This roll can be grouped by entity.
	This roll can be grouped by year.
	This roll can be grouped by supplemental action. (i.e. additions, deletions, and modifications)
	This roll can print a summary totals page indicating the gains or losses for each entity.
	This roll can be re-printed on demand.
	This roll can be re-printed even if subsequent rolls have been accepted.
	The system can generate an Adjusted History Total after each supplement.
	The system can generate this report, or any of the above mentioned reports, in an electronic version to be processed by tax collection offices or entities.
	The system allows for multiple supplement groups to be opened at the same time.
	The system will provide the ability to produce a certified roll (or totals) from a previous or archived year.
	The system allows for a “future supplement” to be started allowing for the 30-day notice requirement.
<b>5.</b>	<b>Import/Export Information</b>
	The system allows the importing of electronic data, (i.e.. appraisal details or adjustments) back into the system.
	The system will allow the importing of electronic building permits.
	The system will allow importing and retention of CASS certification data.
	The system will allow importing of mineral account data.
	The system does allow importing mortgage company records.
	The system supports importing of mailing address changes from NCOA processing.
	The system supports electronic signature pads and importing of signatures.
	The system will support the importation, of any data assembled in an external program, back into the system updating specific fields.
	The system allows exporting of data.
	The system allows exporting of appraisal information.
	The system allows exporting of CASS data.
	The system allows exporting of ownership changes.
	The system allows exporting property summary data.
	The system allows exporting shared property data.
	The system allows exporting sales submission data.
	The system allows exporting of mineral data.
	The system allows exporting of data for the Comptrollers on-site review appraiser.
	The system allows exporting truth-in-taxation data.
	The system supports exporting of names and mailing addresses for National Change of Address (NCOA) processing.
	The system allows exporting of mineral data in user defined formats.
	The system does allow any and all data, assembled via query, to be exported to an outside database program.
<b>6.</b>	<b>Event Tracking</b>
	The system tracks all changes and/or modifications to an account by users.
	The system tracks all system-defined events for a property such as value notice generated, ARB protest generated, ownership transfers, etc..
	The system retains an image of the value notices generated.
	The system can display in a chronological order the events attached to a property.
	The system allows different users to see appraisal events for an account at the same time.
	The system allows data elements that have changed to be identified and tracked.
	The system does allow viewing of all changes made to the fields being tracked.

	The system provides that all change log entries are captured and retained on a before and after field data basis.
	The system will track changes to records even when performed outside of the application such as an update statement using SQL.
	The system will identify and track sales survey forms.
	The system will allow the user to attach any Windows objects (i.e., video, images, etc.) to an event for an account.
<b>7.</b>	<b>User Identification</b>
	The system requires that a user ID and password are required to access the system.
	A user ID and password can be created to only have specific or limited screens/functions available to them on the system.
	A user ID and password can be created to limit ones ability to modify specific fields on the system.
	The system allows a user the ability to choose between a training or test database and the live database.
	The system allows user security to be specific to individual years.
	The system allows officials from remote appraisal offices, tax offices, state agencies, etc to log in and access the CAMA data.
<b>8.</b>	<b>Taxpayer Inquiry Tracking</b>
	The system has a way to track general inquiries from property owners.
	The system provides a way to archive and retrieve inquiries at the account level.
	The system provides a means for inquiries to be sorted and listed in different ways.
	The system provides for inquiries to be scheduled by appraiser.
	The system allows for these inquiries to have the status changes in mass.
	The system stores the beginning value and the ending value for the inquiry.
	The system automatically saves an image of any letter mailed to property owner or agent.
	The system tracks events related to a particular inquiry.
	The system allows for any Windows object to be attached to an inquiry event.
	The system tracks a change log associated with the inquiry tracking system.
	The system will allow for document images to be scanned or attached into an inquiry record.
	The system will allow user defined searches of inquiry records.
	The system allows the search configuration to automatically refresh at a pre-defined interval for monitoring purposes.
	The system has reports associated with the inquiry tracking system.
	The system has the capability to allow user designed reports that could be used to check for things like data quality.

## Mass Appraisal Functionality

<b>9.</b>	<b>Real Property Valuation</b>
	The application will maintain appraisal information, including related schedules and valuation data, by tax year.
	The system utilizes user-defined schedules to be used to calculate value.
	The system provides for the schedules be maintained by year.
	The system provides maintenance for schedules to be mass updated.
	The system allows improvement features to be user-definable. (i.e. interior, exterior, fireplace, etc)
	The number of user-definable features is unlimited within the system.
	The system provides that the user-definable features can be used to modify value.
	The system allows all the following units of measurements to be used in the appraisal process:

Square footage;
Acreage;
Front footage;
Lot depth;
Length/width;
Wall Height;
Area Perimeter;
Percentage of main area of over-all value;
Percentage of main area dollars per square foot;
User-definable features;
Flat Value Pricing;
Percentage of entity;
Number of units.
The application must allow for an unlimited number of land and improvement adjustments.
The adjustments are code-driven.
The adjustments can be identified as percentage or value adjustments.
The system allows for a description to be associated with each adjustment.
The application will allow mass value modifications by means of:
Neighborhood;
Subdivision;
Cost Multiplier;
Local Multiplier;
The system provides that changing the value of any of the above mass modifiers flag the associated properties automatically for mass recalculation without user intervention;
The system provides that if a mass modifier is deleted, the associated properties are automatically flagged for mass review or recalculation without user intervention so that there is a way to maintain the referential integrity of the data.
The system supports the use of Marshall & Swift valuation models.
The system will allow market adjustments for the following (in any combination)
ISD;
Subdivision;
Block/lot range;
Base land value;
Class;
Improvement square footage;
The system allows land valuation to be done by multiple methods.
The system supports the linking multiple accounts for analysis throughout the valuation process.
The Residential system features a pro-forma valuation module whereby:
Building Components can be added, changed or deleted.
Physical, Functional or Economic obsolescence codes can be added, changed, or deleted.
A printout of the above types of changes can be generated in support of a settlement?
The system does support a mineral interest valuation method with mass update capabilities.
The system's mineral accounts will show the owner name and mailing address, lease name, royalty interest, railroad commission number, well operator, and tax district and special district codes with percentages.
The system will allow grouping of commonly owned mineral accounts.
The system will allow for data exchange interfaces with most mineral appraisal firms.
The system will support separating accounts into user-defined geographic groups such as the QUADS used at TAD.
The system will support year based, categorized comments at the building level, account level, and grouped account level.

The system does provide for confidential comments.
The system provides for copying general property data from one parcel to another.
The system does support a classification system for categorizing improvements.
The system allows for multiple buildings per account, each with unique characteristics and classifications.
The system provides for base cost rates and modifiers.
The system allows for all three forms of depreciation; physical deterioration, functional and economic obsolescence.
The system does provide for land schedules.
The system does support the valuation of land by individual sections.
The system provides for individual sections to have different characteristics such as zoning and state code.
The system provides for identification and valuation of excess land.
The system provides for identification of unique land characteristics.
The system provides for establishing land base rates and adjustments.
The system provides the ability to override base rates, modifiers, depreciation, land value and other key fields.
The system provides for a percentage completion schedule based on building components per property type.
The system provides for copying improvement data from one parcel to another.
The system provides for three cost approaches on any one property, 1) Marshall and Swift Books, 2) Marshall & Swift Residential & Commercial Black Box Approach, and 3) Points based Cost Approach.
The system provides for the creation of mass appraisal models utilizing the market, cost, and income approaches to value. Once an appraisal model is established, the said model can be applied to a neighborhood or market area producing consistent mass appraisal result on the properties within the selected neighborhood based on the criteria establish within the model.
<b>10. Business Personal Property Valuation</b>
The system allows for multiple personal property segments (i.e. inventory, furniture & fixtures, etc.) on a personal property account.
The system allows for user-defined schedules.
The system allows for unlimited years of rendered information.
The system allows the user to define and maintain codes (such as jurisdiction, use, status, etc.).
The system allows for the application of depreciation schedules.
The system allows the user to define and apply quality and density schedules on a personal property segment.
The system must allow the user to define the value of a segment that is considered special inventory. Special inventory presently in the dealer's inventory of motor vehicles, heavy equipment, vessels and outboard motors, and manufactured housing.
The system will be enhanced to allow tracking monthly sales dollars, volume and vehicle detail of special inventory property.
The system provides asset management for leased assets at various situs locations.
The system allows importing of leasing accounts line item details.
The system accommodates for interstate allocation of assets.
The system will have an automated process for assigning jurisdiction codes for leased assets located at various situs locations, or will interface with TADs existing methodology.
The system will allow attachment to an account an excel or other file that is not a PDF.
The system allows user-modified classification by Standard Industrial Classification (SIC) or North American Industrial Classification System (NAICS).
The system will allow for the submission of an electronic rendition from TAD's website.
The system will accommodate all forms of absolute and partial exemptions? (i.e., abatements, deferrals, pollution control, Freeport exemption, foreign trade zone).

The system assigns jurisdiction codes to BPP accounts by linking to the real estate account.
The BPP system has analytical/statistical report capabilities.
The system will be enhanced to allow a BPP system link to the GIS application within the system.
A BPP account be linked to a real property account.
The system provides for model building from renditions or other cost data.
The system will be enhanced to provide that segments can be selected by the user from different value sources to create an overall, or blended, final value.
A BPP account can be linked to a building permit, certificate of occupancy, etc.
The system accommodates portable field devices for BPP accounts.
The system has a Billboard appraisal module.
<b>11. Commercial Property Valuation</b>
The system supports Marshall and Swift for commercial properties.
The system allows storage of actual income data, including all income fields specified in USPAP Standard 6.
The system provides for proforma calculations based on actual income data, models or user defined overrides.
The system provides for PGR to be calculated using a weighted average based on entering individual rents per rental space.
The system provides for lease-up calculations and DCFs.
The system does allow storage of asking rent data.
The system supports for loading a cap rate with tax rates.
The system supports storage of itemized expense components.
The system supports storage of market rents, vacancies, expenses, and cap rates.
Final value determination of multi-account groupings may be allocated back to the individual accounts.
Searches can be performed using commercial classes and commercial submarkets as well as criteria listed in section 18.
The value can be allocated back to individual buildings per account.
That allocation can be made on a percentage basis.
That allocation can be a scheduled unit allocation based on property type or building class.
That allocation can be overridden by the user.
The system provides a mechanism to freeze values with code/description reason.
The system must provide for matched paired analysis, multiple regression analysis and linear regression analysis.
The system will include the re-expression of the TAD commercial system, including the ability to create ECUs, add accounts to ECUs, weight three approaches, defaults and overrides, calculate and reconcile values.
The system will include the enhanced Beyond Appraisal upload/download module (query tool).
The system will include the Beyond Appraisal Tracker and Inspections Management package.
The system will include the enhanced Beyond Appraisal query and reporting tools.
<b>12. Model Building</b>
The system provides for model building of sales data and income data.
The system supports the creation of default models determined by user-defined criteria.
The model building process allows for applying a weighted percentage for each of the three approaches to be used in the final reconciliation of value.
The system provides for models to be mass updated.
<b>13. Reconciliation of Final Value</b>
The final value determined by each of the three approaches can be displayed on a summary screen.
An individual can select one or more of the three approaches to calculate a reconciled value.
A percentage can be applied to the value from each approach to create a blended value using two or three of the approaches. If so...

This percentage can be model derived or user overridden.	
The system provides that if a property component was not part of sales and/or income approach, the value of that individual component can be added to the calculation prior to final reconciliation. (excess land, out bldg, mobile hm, etc)	
<b>14. Sales Analysis</b>	
The application provides for the retention of sales history.	
An unlimited number of instruments can be retained.	
These instruments are displayed in chronological order.	
The application allows for multiple sales to be recorded on one account.	
The application allows for multiple properties within one sale record.	
The system will combine the market values of properties before comparing to sale price.	
The application allows for land-only and improvement-only indicators on sale records.	
The system will only use the value indicated when comparing to sale price.	
Sales financing information can be stored with sale records.	
The system can record multiple confirmations.	
The sale can be flagged as confidential.	
Comparable sales can be extracted using user-definable criteria.	
Histograms and scatter diagrams are available on the sales history.	
All of the following statistics are reported on comparable sales in the application:	
Mean;	
Median;	
Variance;	
Standard Deviation;	
Coefficient of Dispersion;	
Sales ratio of the property.	
Data entry does provide for all PTAD required fields.	
<b>15. Building Permits</b>	
The system supports electronic building permits.	
Permits can be located by Permit Number.	
Permits can be located by Permit Type.	
Permits can be located by Appraiser Assigned.	
Permits can be located by Property Owner.	
Permits can be located by Property ID.	
Permits can be located by Situs.	
A report can be printed of building permits.	
A report can be printed for specified building permits.	
Permits can be coded active or inactive.	
Permits can be coded with multiple properties.	
Permits have a date worked.	
Permits have a date completed.	
Permits have percent complete.	
Permits can be imported from other types of files.	
Permits can be imported from entities and using predefined criteria or parameters be matched to an account or multiple accounts and automatically added to building permit file associated to the respective accounts.	
<b>16. Rollbacks</b>	
The system will provide a quick, easy, user-friendly process for adding AG (agricultural use and timber use) rollbacks.	
The system does all calculations automatically for both types of AG rollbacks.	
The system allows multiple AG rollbacks on a single property at the same time.	



The system provides an AG rollback calculation worksheet to be given to the taxpayer.

**17. Comparable Sales & Automatic Adjustments**

The system must support comparable sales data searches. The criteria must include the following:

Comparable sales can be located by Region Code;

Abstract or Subdivision Code;

Neighborhood Code;

Subset Code;

Map ID;

School Code;

City Code;

Improvement Class;

Living Area;

Improvement Year Built;

Improvement Unit Price;

Improvement Additive Value;

Land Type;

Land Area;

Land Area Type;

Land Unit Price;

Sale Type;

Sale Date;

Sale Price;

Any combination of the above.

Comparable sales must be allowed to be 'weighted' by factors above.

A comparable sales grid printing capability must exist, including photographs, images, or sketches of the comps.

Report printing capability must exist for the selected comps.

Appraisal cards of the selected comps will also have print capability.

Comparable property can be located by same criteria above even if the property has not sold.

Comparable sales and comparable property can be located by appraisal year.

The system allows for adjusting sales prices and to indicate an adjusted sales price.

System allows sales returned in searches to be individually deselected or removed from sales grid.

Specific accounts can be individually inserted into a sales grid.

A value can be computed using a median or average sales price per unit of comparison from comparables in the grid.

The system allows for the calculated value be overridden.

Confidential sales can be identified on the grid. (HB 2188)

The system supports adhoc sales searches that may not be part of the final value calculation? (i.e.. an individual component of a larger account grouping)

Comparable criteria can be saved for later retrieval by other users.

The system automatically generates a comparable sales grid weighted to the characteristics of the subject.

The system automatically can adjust each individual comp sale component in relation to the subject property.

The system does adjust for land market difference between the subject and comp.

The system adjusts for effective year built differences between the subject and comp.

Does the system adjust for living area difference between the subject and comp?

The system can adjust for each improvement detail segment difference.

The system can adjust for plumbing differences between subject and comp.

The system can adjust for fireplace differences between subject and comp.

The system does adjust for number of bedrooms between subject and comp.

The system shows the indicated value for the subject based on the comps listed.
The system shows the mean & median for the subject indicated value.
The system allows for the comp grid to be associated with a property record for later retrieval (i.e. ARB Meetings).
The system automatically allows for the viewing of the comp grid geographically using GIS coverages.
<b>18. Equity Comp Grid with Automatic Adjustments</b>
The system will automatically generate an equitable property grid weighted to the characteristics of the subject.
The system will automatically adjust each individual equity component in relation to the subject property.
The system adjusts for land market difference between the subject and equity comp.
The system adjusts for effective year built difference between the subject and equity comp.
The system adjusts for living area difference between the subject and equity comp.
The system adjusts for each improvement detail segment difference.
The system adjust for plumbing differences between subject and equity comp.
The system adjusts for fireplace differences between subject and equity comp.
The system adjusts for number of bedrooms between subject and equity comp.
The system shows the indicated value for the subject based on the equity comps listed.
The system shows the mean & median for the subject indicated value.
The system shows the digital picture associated with subject and each equity comp.
The system allows for the equity comp grid to be associated with a property record for later retrieval (i.e. ARB Meetings).
The system allows for equity comps on the basis of ratio.
The system allows for equity comps on the basis of median appraisal.
The system automatically allows for the viewing of the equity comp grid geographically using GIS coverages.
<b>19. Profiling</b>
The system allows for profiling of Appraisal and sales information by the following criteria:
By Neighborhood;
By Abstract/Subdivision Code;
By Region;
By Subset;
By Query.
The profile report provides the following statistical functions:
Lows and highs;
Mean;
Median;
Averages;
Coefficient of Dispersion;
Coefficient of Variance;
Gross Rent Multipliers;
Gross Income Multipliers;
Class Breakdown;
Ability to plot sales ratios via the GIS integration;
Ability to plot sales ratios on a graph.
The system provides Neighborhood Calibration.
The system provides statistics by overall, improved, and vacant.
The application allow the user to 'link' profiles.
<b>20. Agent Identification</b>
The system provides for agents to be created and maintained in the system.
Multiple agents can be assigned to one account.



Multiple accounts can be assigned to one agent.
Individual functional authorizations can be defined on an agent for an account.
The system allows for document images be scanned or attached to agent records.
The system records all variations of representation of an agent at the account level
The system records all variations of representation of an agent at the ownership level.
The system can generate form letters for agent authorizations.
The system can generate form letters for agent expirations or cancellations.
The system allows fiduciary authorizations to automatically expire upon a given date.
The system provides for automatic cancellation of agent authorization when ownership changes.
The system stores the agent address separately from the owner's address.
The system maintains a master file for active agents which includes branch offices.
<b>21. Portable Field Devices</b>
The system provides for portable field devices to be used for fieldwork.
The system provides a quick, easy, user-friendly process to check out and check-in parcels for fieldwork.
The system will provide a way to configure or define the user interface on the field device and store the settings by user ID (i.e. commercial appraisers may need a different screen or interface than residential appraisers or BPP appraisers).
The system allows an account to remain available for non-conflicting data entry work in the office while the account is checked out.
The system allows the field device to run a full version of the application.
The system allows the field device to run a scaled down version of the application.
The system allows the field device application to provide document imaging in the field.
The system supports on-site photo importation with the field device.
The system supports GIS capabilities while in the field.
The system provides for sales information (comps) to be available on field devices while away from the office.

## Support Services Functionality

<b>22. Parcel/Account Search Information</b>
The system provides for the Parcel/Account be accessed by:
Account Number;
Geographic Number;
Situs address;
Abstract/Subdivision, Block, Lot;
Owner/Taxpayer Name;
Owner/Taxpayer Mailing Address;
Previous Taxpayer Name;
Agent's ID;
Agent's Company Name;
Previous/old legal description;
Mobile home Serial, Title or HUD number.
<b>23. Splits and Merges</b>
The system provides the ability to split property through the use of a wizard.
The system provides the ability to merge property through the use of a wizard.
The system provides for mass creation of new properties through the use of a wizard.
The system provides the ability to link properties.
The system makes historical information available to a user during the split and merge process.
The system creates new account documents from the mass account creation.

	The system images new account documents from the mass account creation.
	The system provides for reprinting of new account documents from the mass account creation process.
	The system provides for mass changes in ownership after accounts have been mass created.
<b>24</b>	<b>Shared Property</b>
	The system provides the means necessary for tracking and maintaining shared property information with other districts.
	The system allows information from multiple districts to be attached to one property.
	The system tracks all necessary information required for correct appraisal of a shared property.
	The system allows for the electronic exchange of this information.
<b>25</b>	<b>25.19 Notice Automation</b>
	The system includes a comprehensive 25.19 notice selection wizard.
	The systems provides for the 25.19 notice form to be printed in-mass in-house.
	The system provides for production of the 25.19 notice for prior years to be printed on demand for a single account or a group of accounts.
	The system allows the 25.19 notice to be printed, or exported, into a PDF file format and be printed by a third party.
	The system allows the 25.19 notice form to be exported to an ASCII file.
	The system supports printing of notices for both owners and agents.
	The system creates a record indicating that a notice was mailed to the property owner or agent.
	The system automatically stores an image of the appraisal notice that was generated to the property owner or the agent.
	The system provides the stored image to then be re-printed.
	The system records "notice values" system wide at the time the appraisal notices are generated to serve as a reference point for comparison during the protest period.
	The system allow users to create custom queries to selectively code properties to be notified or excluded from notification.
<b>26</b>	<b>July Certified Appraisal Roll Automation</b>
	The system will provide for the production of preliminary value estimates to taxing units in April, may and June.
	The system produces certified totals by entity with a separate total for "Under ARB Review" or "incomplete" items.
	The system provides full compliance with HB 1010 and comprehensive tax office reporting capabilities to deal with county delineated appraisal district boundaries.
	The system provides for the appraisal roll to be exported to a file format, common with today's computing, for taxing jurisdictions.
	The system will produce "Effective Tax Rate Calculation" worksheets for tax units per TAD.
	The system provides the capability for a new appraisal year to be created and commencement of work begin before certification of a current year appraisal roll.
	The system allows a new appraisal year to be created and commencement of work begin immediately after certification.
	The system allows for the continuation of some kinds of work in a Future Year while still in the protest season.
	The system will provide for all TAD forms of reporting to Tax Units, Tax Offices, and PTAD.
	The system provides all required reporting to the PTAD on behalf of all tax units.
<b>27</b>	<b>Letter and Forms Processing</b>
	The system automatically stores a digital image of any form or letter generated.
	The system has an integrated method of producing mail-merge type letters to property owners, agents, entities, mortgage companies and attorneys.
	The system supports letter processing "templates" that allow for the routing of letters and forms to network printers.

The system must support the generation and processing of certified mail envelopes.
This letter processing system utilizes an industry-standard word processor such as Microsoft Word.
The letter processing system is customizable and users are allowed to create custom mail merge documents.
The system allows users to save customer mail-merge templates for later use.
The mail-merge function can be called from within the CAMA application.
The letter processing system displays all available fields that can be used for mail-merge features.
The letter processing system automatically saves an image of the document that is printed or mailed to the property owner, agent, entity, mortgage company or attorney.
The system has an integrated forms processing system that will automatically identify the document being scanned using a barcode and match or assign it to the bar-coded account.
The forms processing system recognizes all of the approved state comptrollers forms and applications.
The system supports reporting for TIFs (Tax Increment Finance Zones).
The system uses an automated letter processing system to print personalized form letters to the property owner or agent.
The system supports printing and recording of the following letters for agricultural properties:
Ag exemption use change;
Ag exemption denial;
Ag exemption approval;
Ag exemption more information is needed;
Ag exemption ownership change.
The system supports creation of electronic informal resolutions of values.
<b>28. Mass Maintenance and Quick Entry System</b>
The system provides "mouse free" data entry capabilities.
This data entry module provides for the assignment of repetitive functions to certain keys. i.e. Macros
The system provides a "mass" data entry method utilizing queries or pre-defined parameters such as subdivision code, geo number ranges, etc.
The system will be enhanced to automatically assign taxing unit ID's, Mapsco ID's, or map numbers to an account based on the location address or by other means.
<b>29. Queries and Access to Data</b>
The system has an effective tool for user defined queries.
Individual users can create and run live queries.
Individual users can create and run queries on historical data.
Individual users can create and save queries (or SQL statements) locally, at their computer, for future use.
Query results can be exported to third party spreadsheet and database software.
Query results can be displayed to a GIS application.
Query results can be edited and/or amended using mass changes tools.
Query results, obtained via a thirds party software, can be imported (or uploaded) back into the CAMA application database.
Restrictions can be established at the user level to determine what actions can or cannot be made as a result of query access.
The database is SQL-compliant.
The database can be accessed using generally available ODBC drivers.
It can access other SQL-compliant databases such as GIS servers.
All data-fields are available for "real-time" querying.

## Appraisal Review Board Functionality

### 30. Appraisal Review Board Processing (ARB)

The ARB package has barcode scanning capabilities.
The system allows creating protests through a wizard.
The system allows protest scheduling for an ARB operated in multiple panels.
The system allows scheduling protests through an automated process.
The ARB package provides effective scheduling tools to make the scheduling process quick and efficient.
User can search by Property ID;
User can search by Case ID;
User can search by hearing date;
User can search by appraiser;
User can search by protest status;
User can search by Inquiry type;
User can search by Date range;
User can search by ARB Panel.
The ARB package provides for an automated document process of ARB related letters and correspondence.
The ARB package tracks all letters printed/generated.
The ARB package allows for multiple properties for a single protest.
The ARB package allows for multiple protests for a single property.
The ARB package allows for the scheduling of specific appraisers for specialized ARB hearings.
The ARB application provides for a written record of minutes, motions, votes and attendees.
The user can print a schedule for the ARB meetings.
All codes are user defined and maintainable.
The ARB data is kept by year.
The ARB package captures digital audio directly to the ARB record.
The ARB package captures video recording to the ARB record.
The ARB package provides the ability to conduct ARB hearings via internet conferencing. (i.e. WebEx, GoTo Meeting.com or Microsoft Office Live Meeting)
The ARB package allows for a paperless ARB presentation showing protest information, sales comp grid, GIS comp grid, etc.
The ARB system integrates with the query capabilities of the system to increase the efficiencies of ARB scheduling.
The ARB Scheduling software allows scheduling of continuous hearings.
The system provides for the automatic generation of evidence packets.
The evidence packets can be securely published on the internet for taxpayer review.
The ARB scheduling software allows user definable time sequences to schedule the case by.
The ARB scheduling system provides a means to schedule ARB members sitting in panels based on member availability.
The ARB scheduling software tracks ARB members time and attendance.
The CAMA/ARB system must provide functionality to allow the owner to electronically file protest and for the District to provide an electronic settlement offer.

## Other Functionality

<b>31. Litigation/Arbitration/SOAH (State Office of Administrative Hearings) Tracking</b>
The system has a way to track appraisal related litigation.
The litigation tracking is integrated with the CAMA system.
If the CAMA system does not include integrated tracking, the system should provide a means of integrating with a third party system.
The system does track court information.

The system tracks lawsuit cost information.
The system stores a beginning value and the ending value for the lawsuit.
The system should allow for images to be attached to a lawsuit. If so...
In the event lawsuit imaging is separate from other document imaging, vendor will need to provide additional information.
The system has a way to track arbitration and SOAH cases.
The system shows arbitration and SOAH information.
The system tracks value changes.
The system has some letter processing for arbitration and SOAH.
The system allows for images to be attached to arbitration and SOAH records.
<b>32. GIS Connectivity</b>
The system must support a live (or daily updated) connection to the TAD GIS System.
The system allows for GIS to be viewed from within applications.
The GIS system can be viewed from all appraisal applications.
The GIS system cannot presently be viewed from ARB applications. Enhancement required.
The GIS system can be viewed as a presentation at an ARB hearing.
Access to GIS files and layers is controlled at a user level.
Users must have control over GIS layers to be viewed.
The system must provide the ability to turn GIS layers be turned on and off as necessary.
The system must display comparable sales, and their location to the subject, via the GIS interface.
The system must allow equity comparables, and their relative location to the subject, be displayed via the GIS functionality.
The system must provide the ability to zoom in or out on GIS maps.
Users must have the ability to print maps.
GIS attribute data must be displayed on maps and controlled at the users discretion.
GIS attribute data display must be controllable at the user level.
Users must be able to access an individual account from GIS application.
The GIS interface must have the capability to locate property accounts.
Aerial imagery must be viewable from the GIS application.
The system must provide a quick, user-friendly process to add or update GIS file if needed.
The GIS interface must be capable of use in conjunction with Pictometry.
Users must have the capability to select and de-select properties for updating or modification from the GIS interface if needed.
User must be able to select properties by radius, line, rectangle, or polygon tools within the GIS interface.
Properties, selected from GIS, must be exportable to external spreadsheet/database programs.
Property values, characteristics or other properties, selected from GIS, must be capable of being altered or edited using a mass update tool.
The system must provide GIS linkage to both real and personal property accounts.
<b>33. Document Imaging and Workflow Management</b>
The system must be capable of full service integrated document and digital interchange in conjunction with TAD's existing Document Imaging/Work Flow Management system.
The system should provide a means of organizing and classifying documents.
The system should provide a means of organizing documents at a global level.
The system must offer connectivity to a third party document imaging system.
Users must be able to scan and attach documents to accounts in conjunction with TAD's existing Document Imaging/Work Flow Management system.
Authorized users must have the capability to append pages.
Authorized users must have the capability to replace pages.
Authorized users must have the capability to delete pages.
The desired system would have no limitation to the number of images per account.

Specific users can be restricted to certain images within the imaging system.
The system can accept and process all common document/photo file formats via the interface with TAD's existing Image Processing/Work Flow Management system.
The system provides a means by which taxpayers (or parties external to the system) can upload images via an internet or other remote connection via the interface with TAD's existing Imaging functionality.
The system shall provide an integrated workflow management system.
The system must include design tools to create, modify or customize workflow processes.
The system does provide for an external system, such as TAD's present functionality, to be integrated into the CAMA system.
<b>34. Internet Capabilities</b>
The system does allow for new releases and fixes to be made available on the Internet for download.
The system has capability for new releases and fixes to be pushed to network servers over the internet.
The system must provide for interfaces to accommodate publishing of appraisal information on the Internet via TAD's Website.
The system must allow the user to control when and how data is interfaced to the TAD website for publication.
The GIS functionality of the system must be capable of being published to the internet via TAD's Website.
The system must provide for individual property owner data to be withheld from publishing on the Internet.
The systems appraisal data and all supportive data must be made available for integration into TAD's Web presence.
The system must provide the necessary enhancements to interface with on-line protests, on-line settlements, filing of renditions, filing of applications, viewing documents, viewing evidence packets, via TAD's Website. The system must provide interface capability for required data exchange both to and from TAD's Website to support all functional requirements.

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES**

The attached Schedules numbered TX2010.014.01 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2010.014 between Manatron, Inc. and the undersigned Customer (the "Agreement").

<b>By and Between</b> MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	<b>And</b> TARRANT APPRAISAL DISTRICT 2500 Handley-Ederville Road Fort Worth, Texas 76118-6909 ("Customer")
Attention: <u>Matthew Henry, Senior Contract Administrator</u> Telephone No.: <u>(866) 471-2900 ext. 7099</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>matt.henry@manatron.com</u>	Attention: <u>Mr. Jeff Craig - Director of Administration</u> Telephone No.: <u>817-595-6002</u> Fax No.: <u>817-595-6198</u> E-mail Address: <u>jcraig@tad.org</u>

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By:   
(Signature)

Its: JOHN R. HANSEN  
(Title)

Date: 2/24/11

Witnessed:   
(Signature)

By: 

TARRANT APPRAISAL DISTRICT

By: 

Its: EXECUTIVE DIRECTOR

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed: 

Date: 2/19/11

**SIGNATURE PAGE**

Date: December 10, 2010

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MANATRON CONFIDENTIAL INFORMATION

**MANATRON**  
The Power to Measure More

**SOFTWARE SCHEDULE FOR TARRANT APPRAISAL DISTRICT**

Schedule No. TX2010.014.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2010.014 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Office
GRM Records, Enterprise Edition	1			
GRM CAMA (includes ARB, iSettle, ModPro, MARS functionality)	1			
GRM Personal Property	1			
GRM Assessment Administration	1			
	1			
<b>Total Software Fees:</b>			\$	<b>1,155,044.00</b>

Date: December 10, 2010  
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**MAINTENANCE AND SUPPORT SERVICES (Collectively referred to as "Support Services") SCHEDULE FOR TARRANT APPRAISAL DISTRICT**  
 Schedule No. TX2010.014.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2010.014 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product		Annual Price	Office
GRM Records, Enterprise Edition			
GRM CAMA			
GRM Personal Property			
GRM Assessment Administration			
<b>Total Annual Software Support Services Fees:</b>			\$ 259,885.00

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.**

**THIRD-PARTY SOFTWARE SUPPORT:** Manatron will be the primary interface through direct communications with vendors, manufacturers, and service providers of the Third-Party Software. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

**TERM OF SUPPORT SERVICES SCHEDULE:** Customer agrees to pay Manatron the support fees set forth in the Statement of Work. The production year prorated annual support fees shall be invoiced in advance, commencing on the first day of the month next following the date of the final Software payment made by the Customer pursuant to the SOW and shall cover a period through December 31 of said year. Thereafter, annual support fees for each subsequent year (years 1 thru 5) shall be annually invoiced in advance beginning January 1 of each year, and shall cover a twelve (12) consecutive month period ending December 31.

**DELAYED BILLING FEES:** If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greater of 5% of the total Software Support Services Fees or three hundred dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: December 10, 2010  
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**PROFESSIONAL SERVICES SCHEDULE FOR TARRANT APPRAISAL DISTRICT**

Schedule No. TX2010.014.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2010.014 between Manatron, Inc. and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
General Description of Services	Model Number	Days/ Quantity	Unit Price	Total Price	Annual Fees	Estimated Completion Date
Project Management	PROJM	1				TBD
Implementation Services / Software Configuration	INSAPP	1				TBD
Training Preparation and 19 days of on-site Train-the-Trainer Sessions	TRNG	1				TBD
Data Conversion	CONV	1				TBD
<b>Total Professional Services Fees:</b>				<b>\$ 787,303.00</b>	<b>\$ -</b>	

All Professional and Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

**Conversion**

Manatron will provide conversion services to convert applicable data required to operate the new software from the Customer's present system to Manatron's. All data must be delivered in Manatron's prescribed format. If not delivered to Manatron in prescribed format, then conversion will be billed at the then-current rate in effect plus travel-related expenses. Only data required for Manatron application software will be converted. Data maintained in any third-party software product (Fasport, word processing, spreadsheet, etc.) will be re-entered by the Customer. The process for data conversion is further described in the Statement of Work merged with this Agreement.

**PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Professional and Consultation/Training Services fees are due and payable after Manatron performs such services in accordance the Statement of Work. Customer is responsible for all travel-related expenses associated with Manatron's Professional and Consultation/Training Services provided that customer agrees to said expenses in advance and prior to any service being performed, and the performance is outside of the scope of the regular support services.

**ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Manatron shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training days requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's additional Professional and Consultation/Training Services.

**GENERAL PROVISIONS:**

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC/Terminal; and
- (6) Class size not to exceed twelve (12) trainees.

Date: December 10, 2010

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**SUMMARY SCHEDULE FOR TARRANT APPRAISAL DISTRICT**

Schedule No. TX2010.014.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2010.014 between Manatron, Inc. and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Total Price
HARDWARE	\$ -
THIRD-PARTY SOFTWARE	\$ -
SOFTWARE	\$ 1,155,044.00
PROFESSIONAL SERVICES (billed as used)	\$ 787,303.00
DATABASE HOSTING	\$ -
<b>Total One-Time Fees - Plus Freight:</b>	<b>\$ 1,942,347.00</b>

**Payment Terms for One-Time Fees:** Manatron will invoice the fees set forth in this Agreement according to the billing schedules set forth in the Statement of Work. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
Description	Total Price
SOFTWARE SUPPORT SERVICES - Year #1	\$ 259,885.00
SOFTWARE SUPPORT SERVICES - Year #2	\$ 267,681.00
SOFTWARE SUPPORT SERVICES - Year #3	\$ 275,712.00
SOFTWARE SUPPORT SERVICES - Year #4	\$ 283,983.00
SOFTWARE SUPPORT SERVICES - Year #5	\$ 292,503.00
ANNUAL PROFESSIONAL SERVICE FEES	\$ -
MARSHALL AND SWIFT	Estimated fees listed in Appendix C
<b>Total Ongoing Fees:</b>	<b>\$ 1,379,764.00</b>

**Payment Terms for Ongoing Fees:** Ongoing Support Fees are due and payable in advance of each annual term and are subject to increases as defined in Section 7.2 of the Master Agreement.

Date: December 10, 2010

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APPENDIX C  
TARRANT APPRAISAL DISTRICT

**MANATRON, INC.**  
Approved Marshall & Swift Reseller  
**2011 END USER LICENSE AGREEMENT (EULA)**

The End User listed below has been granted the right to use the Marshall & Swift Cost Data in Reseller's CAMA Program for a period of one (1) calendar year. The End User agrees to pay the appropriate fees for the use of the data each year the End User uses the M&S Cost Data in the Reseller's CAMA Program. If the End User listed below does not pay the appropriate fees, the End User agrees to cease using and erase, destroy or disable the M&S Data in the CAMA Program and that Reseller may erase, destroy or disable all M&S Cost Data found in the CAMA Program.

I, the End User, have read and agree to all the terms listed above.

**PLEASE FILL IN COMPLETELY**  
**With the Number of Parcel Numbers using Marshall & Swift Tables**

End User's Name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Calendar Year \_\_\_\_\_  
Jurisdiction/Company: \_\_\_\_\_ January 1 - December 31, \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

Improved Residential Parcels _____	\$0.171/parcel
Improved Commercial/Industrial Parcels _____	\$0.196/parcel
Improved Agricultural Parcels _____	\$0.159/parcel
Mobile/Manufactured Homes Parcels _____	\$0.183/parcel
Improved Other/Misc Parcels _____	\$0.159/parcel

Total Number of All Parcels \_\_\_\_\_  
Improved/Unimproved

PLEASE RETURN TO MANATRON AT 510 EAST MILHAM, PORTAGE, MI 49002 OR FAX TO BARBARA FITZGERALD AT 269-567-2930 AS SOON AS POSSIBLE

**Catherine Jane Alder, P.C.**

CONFIDENTIAL AND PRIVILEGED  
ATTORNEY-CLIENT COMMUNICATION

TO: Jeff Law  
Jeff Craig

FROM: Catherine Alder

DATE: December 18, 2018

SUBJECT: Billing for Legal Fees and Expenses

This memo finalizes discussions ongoing since last year about a billing arrangement under which CJA,PC would charge and TAD would pay a set total amount of legal fees each month. This memo addresses the legal guidelines for the “flat fee”, “fixed fee” and/or “lump-sum fee” arrangements you proposed and records our common understandings of the main factors underlying our agreements as to the basis or rate of fees, the method of charging them, and their amount.

We have agreed to a “fixed lump-sum flat fee” of \$ 32,370.00 per month for the Litigation and Legal Advisor legal services customarily provided and an hourly rate of \$200.00 per hour for certain additional litigation and other legal services, with legal services rendered to be billed with summary descriptions as illustrated by the Sample Invoice attached.

**Legal Background**

The Texas Disciplinary Rules of Professional Conduct, the Texas Supreme Court Committee on Professional Ethics, and the courts have historically recognized that “flat fees” or “fixed fees”, as those terms are used in this memo to mean a lump sum dollar amount billed and paid *after* legal services are rendered, are ethically and legally permissible and commonly used methods of billing and paying for legal services. The Restatement (Third) of the Law Governing

Lawyers does likewise but also refers to such fees as “lump-sum fees”.<sup>1</sup> One Texas commentator favors the term “lump-sum fees” because it avoids confusion with advance payments of so-called “nonrefundable flat fees” that are ethically and legally prohibited.<sup>2</sup> Another commentator suggests the term “fee cap” for the same reason.<sup>3</sup> Whichever term or combination of them is used, the key factor making such fees ethically and legally permissible is that, in our context, they are billed and paid for legal services *already provided* rather than for engagement itself or for future services.

The Texas Disciplinary Rules of Professional Conduct are the controlling authority regarding the professional fees of Texas lawyers. The primary rule provides:

A lawyer shall not enter into an arrangement for, charge, or collect an illegal fee or unconscionable fee. A fee is unconscionable if a competent lawyer could not form a reasonable belief that the fee is reasonable.

Rule 1.04(a).<sup>4</sup> The Rules then provide the following non-exclusive list of factors that may be considered in determining the reasonableness of a fee:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Rule 1.04(b).<sup>5</sup>

As to the basis or rate of fees, the Rules have historically recognized that the fee may be a fixed amount or an estimated amount or an hourly charge. It is not necessary that the lawyer and client specify in writing or otherwise all the factors that underlie the basis of the fee so long as they come to a common understanding of the main factors involved, an understanding that will likely evolve as circumstances change in ongoing or repeat representations.

Likewise, as to the types or methods of charging fees, the Rules provide:

Historically lawyers have determined what fees to charge by a variety of methods. Commonly employed are percentage fees and contingent fees (which may vary in accordance with the amount at stake or recovered), hourly rates, and flat fee arrangements, or combinations thereof.

Rule 1.04 comment 3.<sup>6</sup>

**Our Agreements on Basis or Rate of Fees,  
Method of Charging Them, and Their Amount**

It is important that we distinguish the fee arrangement we agreed on – a “fixed lump-sum flat fee” for the Litigation and Legal Advisor legal services customarily provided and an hourly rate for certain additional litigation and other legal services -- from other types of legal fee arrangements<sup>7</sup>. Rule 1.04 uses “flat fee” (without any modifiers indicating that the fee is nonrefundable or is paid in advance for the engagement itself or for services not yet rendered) and “fixed fee” interchangeably.<sup>8</sup> Here we are using “lump-sum fee” to mean the same thing and are using all three terms to refer to an ethically and legally permissible and commonly used method for charging and paying –

- a specified lump-sum dollar amount for all or a designated category of legal services;
- a fee for legal services that have all already been rendered;
- a fee that is not “contingent” on the outcome of the matter for which the service is rendered;



- a fee that, when billed and when paid, is fully earned by and belongs entirely to the lawyer so that the lawyer is not required by Rule 1.14 to keep any part of it in a “trust” or “escrow” account for the benefit of the client rather than in the lawyer’s operating account;
- a fee that is not, in whole or in part, a “true retainer” or “non-refundable retainer”, as those terms are narrowly used by the Texas Supreme Court Committee on Professional Ethics and the courts to refer to permissible up-front payments solely to secure a lawyer’s availability for future legal services and to compensate the lawyer for loss of opportunities for other employment; and
- a fee that is not, in whole or in part, a “non-refundable flat fee” as that and similar terms are used by the Texas Supreme Court Committee on Professional Ethics and the courts to refer to prohibited up-front payments that include payment for future legal services rather than payment solely for securing the lawyer’s availability for future legal services and compensating the lawyer for loss of opportunities for other employment.

In deciding on a fee arrangement with a “fixed lump-sum flat fee” for the Litigation and Legal Advisor legal services customarily provided and an hourly rate for certain additional litigation and other legal services and in deciding on the amounts of those fees, we considered many factors, including but not limited to those listed below. Against the background of our shared experience over the 32 years that I have provided legal services to TAD and TAD’s experience with the dozen or so other law firms that have provided it legal services over its 39-year history, we gave particular attention and weight to the following factors:

- 1) Rule 1.04(b)(1) - the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

Rule 1.04(b)(4) - the amount involved and the results obtained; and

Rule 1.04(b)(5) - the time limitations imposed by the client or by the circumstances.

Like other large appraisal districts, TAD routinely carries a high volume of litigation. The number of appeals to Tarrant County District Courts from TARB orders determining protests and motions has steadily increased in recent years to a record high of about 1100 in 2018.

In 2017, I was responsible for ongoing cases plus about 230 new cases filed that year. The values of the properties, mostly commercial, in the new cases totaled

over \$2.8 billion. The property value in each case averaged over \$12.8 million. From January through November 2018, I have been responsible for 238 new cases, mostly commercial properties. With the new cases being opened and the completed cases being closed, the number of cases I was responsible for in each of those months averaged 171.

In recent years, the volume and complexity of legal work required in the Legal Advisor category (including lawsuits other than appeals to Tarrant County District Courts from TARB orders determining protests and motion) has also increased.

The volume of Litigation work and, to a lesser extent, the volume of Legal Advisor work are driven in part by fluctuations in the real estate economy. And the flow and pace of all the Litigation work and much of the Legal Advisor work is driven by the property tax calendar. Nevertheless, based on records of recent years and projections for the near future, we have agreed for planning and reporting purposes that my Litigation caseload and my Legal Advisor workload now and in the foreseeable future constitute 62% and 38%, respectively, of my legal services to TAD.

Managing the increasing volume and the uneven flow and pace of the combined workload is not a job for the inexperienced or faint of heart. It takes long hours and agile juggling of tasks that require quick recall and skillful application of detailed substantive laws and procedural rules. I have a proven history of doing what's necessary to get these jobs done effectively and efficiently year after year.

Because TAD's legal work is fast-paced, high-volume, and tightly regulated, we must and do stay in close communication. In a single day, we often exchange dozens of written assignments, reports, authorizations, and other correspondence and several phone calls. In this environment, detailed recounting of each task in itemized billing statements is not necessary and wastes time better spent on getting the work done.

2) Rule 1.04(b)(3) - the fee customarily charged in the locality for similar legal services

Other law firms that regularly handle TAD's appeals to Tarrant County District Courts from TARB orders determining protests and motions currently bill and are paid based on hourly rates of \$185 or \$200. Law firms providing other governmental law and labor law services currently bill and are paid based on hourly rates of \$295, \$360, and \$400+. The State Bar of Texas reports that a median hourly rate of \$281 per hour for full-time private practitioners in Texas in 2017.<sup>9</sup> These statistics support the reasonableness of the hourly rate of \$200 per hour we agreed on for certain additional litigation and other legal services beyond the Litigation and Legal Advisor legal services customarily provided.

TAD's long experience with the legal services provided by me and other lawyers

and its detailed records of the fees billed and paid for those services support the reasonableness of the use of the agreed upon “fixed lump-sum flat fee” arrangement for my Litigation and Legal Advisor legal services customarily provided and for the amount of that fee.

- 3) Rule 1.04(b)(6) - the nature and length of the professional relationship with the client; and

Rule 1.04(b)(7) - the experience, reputation, and ability of the lawyer or lawyers performing the services; and

I have provided legal services to TAD since 1986.

Like all other Texas attorneys, I may not claim to have a specialty in or be a specialist or expert in property tax law.<sup>10</sup> However, like some attorneys in the other law firms that have handled parts of TAD’s litigation since about the mid-1990s, I have concentrated my practice in property tax law for over 30 years. During that time I have continually developed and honed my knowledge and skills so I can provide high quality and effective legal services to TAD and benefit the local property tax community.

My broad and deep understanding of property tax law and related governmental law matters and my reputation as a smart, ethical and fair lawyer are noted by the courts and by my peers and inure to the benefit of TAD. As or even more important are my relationships with TAD’s Board, administrators, managers, and other staff grounded in mutual trust, mutual respect, and shared commitment to common goals.

- 4) DCAD’s fee agreement with Nichols, Jackson, Dillard, Hager & Smith, L.L.P. provides a useful reference for reasonableness of our agreed upon fee arrangement and amount of fees. While their agreement is ostensibly a not-to-exceed fee capping agreement that requires detailed rather than summary billing, it reportedly operates more like a “fixed fee” or “flat fee” agreement for their normal and customary litigation matters.

The following documents are attached for reference:

- 1) Sample Invoice;
- 2) Texas Disciplinary Rules of Professional Conduct, Rule 1.04 & comments;
- 3) American Bar Association Model Rules of Professional Conduct, Rule 1.5 & comments;
- 4) Supreme Court of Texas Professional Ethic Committee, Opinion 542 (2002);
- 5) Records of legal services provided by me and other lawyers and its detailed records of

the fees billed and paid for those services;

6) Chart of Median Hourly Rates Reported by Full-Time Private Practitioners in Texas compiled by the State Bar of Texas;

7) DCAD's fee agreement with Nichols, Jackson, Dillard, Hager & Smith, L.L.P. and related correspondence.

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<sup>1</sup> Restatement (Third) of the Law Governing Lawyers § 34 comment (e) (“... a lump-sum fee constituting the entire payment for a lawyer’s services ...”); *cf.* § 38 comment (g) (“A client and lawyer might also agree that an advance payment is neither a deposit nor an engagement retainer but a lump-sum payment for the lawyer’s services.”).

<sup>2</sup> McDougal, Larry P., “The Mythology of Non-Refundable Flat Fees” (video presentation), State Bar of Texas Annual Meeting 2014: Law Practice Management Course (2014).

<sup>3</sup> Boyd, Lawrence G., “The Mythology of Non-Refundable Flat Fees” (paper presented), State Bar of Texas Annual Meeting 2014: Law Practice Management Course (2014) (“One of the most common misconceptions about this entire issue [of advance payment of so-called “non-refundable flat fees”] is that Ethics Opinion 611 supposedly banned “flat” (also known as “fixed” fees. It’s more accurate to refer to a “flat” fee as a “fee cap”. Such a fee agreement does nothing more than limit the amount of the attorney’s fee for a service, which is still perfectly ethical.”).

<sup>4</sup> *Accord* American Bar Association Model Rules of Professional Conduct, Rule 1.5 & comments.

<sup>5</sup> *Accord* American Bar Association Model Rules of Professional Conduct, Rule 1.5 & comments.

<sup>6</sup> *Accord, e.g.*, Supreme Court of Texas Professional Ethic Committee, Opinion 542 (2002) (approving fixed fee arrangements for repeat or ongoing legal services to institutional client as “an economic means ... to control and/or limit the amount of legal expenses” where the legal fees for defined stages of representation in defense cases are fixed and there are appropriate safeguards that “lawyer must at all times be free to exercise his or her independent professional judgment in rendering legal services to the client”).

<sup>7</sup> “Retainer”, “true retainer” or “non-refundable retainer”

- The fee arrangement we agreed on does not involve any form of “retainer”.
- “True retainer” and “non-refundable retainer” are terms used narrowly by the Texas

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Supreme Court Committee on Professional Ethics and the courts to refer to permissible up-front payments solely to secure a lawyer's availability for future legal services and to compensate the lawyer for loss of opportunities for other employment. Any form of the word "retainer" should be scrutinized and used carefully.<sup>7</sup>

"Non-refundable flat fee"

- The fee arrangement we agreed on does not involve any form of "non-refundable" payment.
- "Non-refundable flat fee" and similar terms are used by the Texas Supreme Court Committee on Professional Ethics and the courts to refer to prohibited up-front payments that include payment for future legal services rather than payment solely for securing the lawyer's availability for future legal services and compensating the lawyer for loss of opportunities for other employment.

"Contingent fee"

- The fee arrangement we agreed on does not involve any form of "contingent" fee.
- A "contingent fee" is one that depends on the outcome of the matter for which the legal services are rendered. Contingent fees are commonly calculated as a percentage that will accrue to the lawyer from the total that the client receives in the event of settlement, trial or appeal. Unlike other fee arrangements discussed in this memo, contingent fee agreements must always be in writing and the agreement must state the details of how the fee and expenses the lawyer incurs will be calculated.

"Advance fees", "prepaid fees", "deposits", etc.

- The fee arrangement we agreed on provides for billing and payment only for legal services already rendered. It does not involve any form of "advance", "prepaid", "deposit", or similar payments of any funds that belong to or are for the benefit of the client such that Rule 1.14 requires all or part of them be kept at any time in a "trust" or "escrow" account that is separate from the lawyer's operating account.

<sup>8</sup> *E.g., compare* Rule 1.04(b)(8) ("whether fee is fixed or contingent on results ...") *with* Rule 1.04 comment 2 ("... basic rate is an hourly charge or a fixed amount ...") *and with* Rule 1.04 comment 3 ("... variety of methods ... hourly rates, ... flat fee ...").

<sup>9</sup> Based on based on attorney economic information the State Bar of Texas collected as part of its 2017 Texas Attorney Survey published at:

[https://www.texasbar.com/AM/Template.cfm?Section=Demographic and Economic Trends&Template=/CM/ContentDisplay.cfm&ContentID=41483](https://www.texasbar.com/AM/Template.cfm?Section=Demographic%20and%20Economic%20Trends&Template=/CM/ContentDisplay.cfm&ContentID=41483)

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<sup>10</sup> The Texas Board of Legal Specialization does not provide certification for the area of Property Tax law. <http://www.tbls.org/Cert/AttyStandards.aspx>. The specialty area it calls "Tax Law" deals primarily with federal taxes and to some extent with state taxes but not with local taxation. <http://www.tbls.org/SpecialtyAreas.aspx> (defining the specialty area of "tax" as "internal revenue code regulations for federal income and other taxes for individuals and businesses, filing of returns, procedures of the internal revenue service, administrative appeal and litigation of tax issues"). Lawyers are prohibited from saying in advertisements or solicitation communications that he or she is a specialist, expert, etc. in a particular area of law unless he or she holds a certification by the Texas Board of Legal Specialization in that area or is admitted to practice especially in, for example, patent, trademark, or copyright law. Rules 702(b)-(c), 704.

## **ATTACHED EXHIBITS**

- 1) Sample Invoice
- 2) Texas Disciplinary Rules of Professional Conduct, Rule 1.04 & comments
- 3) American Bar Association Model Rules of Professional Conduct, Rule 1.5 & comments
- 4) Supreme Court of Texas Professional Ethic Committee, Opinion 542 (2002)
- 5) Records of legal services provided by me and other lawyers and its detailed records of the fees billed and paid for those services
- 6) Chart of Median Hourly Rates Reported by Full-Time Private Practitioners in Texas compiled by the State Bar of Texas
- 7) DCAD's fee agreement with Nichols, Jackson, Dillard, Hager & Smith, L.L.P. and related correspondence





**CATHERINE JANE ALDER, P.C.**

ATTORNEY AT LAW

3505 SOUTH HILLS AVENUE  
FORT WORTH, TEXAS 76109

TELEPHONE 817-923-6244

December 18, 2018

Mr. Jeff Law, Executive Director and Chief Appraiser  
Mr. Jeff Craig, Director of Administration  
Mr. David Law, Director of Commercial Appraisal  
Tarrant Appraisal District  
2500 Handley-Ederville Road  
Fort Worth, Texas 76118-6909

**LEGAL SERVICES RENDERED AND EXPENSES INCURRED  
IN JANUARY 2018**

**LEGAL SERVICES - LITIGATION**

This month I was responsible for **total of 200 active cases**. Active cases are lawsuits in or from the District Courts of Tarrant County in which I appear and answer for TAD and continue to represent TAD in all subsequent filings and other interactions with the courts, in other dealings with the attorneys for other parties, and in other aspects of the cases requiring or benefitting from my legal services.

I started the month with a **caseload of 190 active cases**.

During the month, I **closed 6 cases**:

4146	017-293781-17	Shemwell Properties, LLC
4208	048-294679-17	Legacy Green Oaks Apartments, LP
4216	048-294971-17	William Fuller K. French
4240	342-295155-17	525 King George, LP (Mission Hill)
4241	236-295156-17	807 Quail Wood, LP (Wyndham Pointe)
4315	067-295391-17	DDRE McDonald Family LP

During the month, I **opened 10 new cases**:

4342	348-295947-17	John J. Cope and Bethanie A. Cope, Successors-in-Interest to Vanita V. Rush
4343	348-296718-17	TLC Bledsoe, LLC
4344	067-296917-17	Jeffrey Carnahan

4345	352-296917-17	LFP Properties, Inc.
4346	096-296965-17	Seagate Richland Holdings, LLC
4347	352-296080-17	Stephen Showalter and Rebecca Showalter
4348	153-295878-17	Marlin Gregory Stephen, Et Al
4349	141-297144-18	Finley Resources Inc.
4350	352-297110-17	Davis Commons Limited Partnership
4351	236-296807-17	Richard E. Wylie & Associates and HMSW CPA, P.L.L.C.

In addition to the usual tasks in managing the ongoing and new cases and closing cases settled or otherwise resolved, I devoted extraordinary efforts to some matters, including but not limited to the following: post-submission briefing and review of opinion issued in the Woodshed case (TAD v. TRWD; Fort Worth Court of Appeals Case 02-17-00042-CV, appealed from 342-285113-16).

**LEGAL SERVICES - LEGAL ADVISOR**

During the month, I provided ongoing legal advice, consultation, research, and other services to TAD’s Chief Appraiser and Board of Directors, including but not limited to the following particularly significant matters: research, drafting, and other preparation for and arguing dispositive hearing resulting in dismissal with prejudice of all claims in Dunson case (Dunson v. Frazier, TARB, TAD; 348-285454-16); briefing and other work post-trial work in Dunson case; review of records, work with Support Services staff, and substantial legal research regarding charter schools’ applications for exemption, protests of denials, etc.; legal research regarding TDLR authorizing statute, rules, and procedures; review of records related to allegations implicating TAD management and administration later determined to be unfounded and without merit; revision of forms related to ARB proceedings.

**FEES FOR LEGAL SERVICES RENDERED AND REIMBURSEMENT FOR EXPENSES INCURRED**

Fees for legal services	\$ 32,370.00
Expenses - Westlaw	\$ 447.70
Expenses - Tarrant County District Clerk Online	\$ 35.00
Expenses - filing and other fees to Tarrant County District Clerk, E-File Texas, Texas Secretary of State (SOS Direct)	\$ 16.00
Expenses – other – court reporter transcriptions in Dunson case	\$ 429.75
Total expenses	\$ 982.40
<b>TOTAL FEES AND REIMBURSEMENTS</b>	<b>\$ 33,289.45</b>

Thank you for allowing us to represent you.

Sincerely,

*Catherine Jane Alder*



# TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT

(Including Amendments Effective May 1, 2018 and June 1, 2018)

## Rule 1.04. Fees

(a) A lawyer shall not enter into an arrangement for, charge, or collect an illegal fee or unconscionable fee. A fee is unconscionable if a competent lawyer could not form a reasonable belief that the fee is reasonable.

(b) Factors that may be considered in determining the reasonableness of a fee include, but not to the exclusion of other relevant factors, the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

(c) When the lawyer has not regularly represented the client, the basis or rate of the fee shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation.

~~(d) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by paragraph (e) or other law. A contingent fee agreement shall be in writing and shall state the method by which the fee is to be determined. If there is to be a differentiation in the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal, the percentage for each shall be~~

Texas Disciplinary Rule of Professional Conduct 1.04, full text with emphasis added, from <https://www.texasbar.com/AM/Template.cfm?Section=Home&Template=/CM/ContentDisplay.cfm&ContentID=27271>

~~stated. The agreement shall state the litigation and other expenses to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement describing the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.~~

~~(e) — A lawyer shall not enter into an arrangement for, charge, or collect a contingent fee for representing a defendant in a criminal case.~~

~~(f) — A division or arrangement for division of a fee between lawyers who are not in the same firm may be made only if:~~

~~(1) — the division is:~~

~~(i) — in proportion to the professional services performed by each lawyer; or~~

~~(ii) — made between lawyers who assume joint responsibility for the representation; and~~

~~(2) — the client consents in writing to the terms of the arrangement prior to the time of the association or referral proposed, including:~~

~~(i) — the identity of all lawyers or law firms who will participate in the fee-sharing agreement; and~~

~~(ii) — whether fees will be divided based on the proportion of services performed or by lawyers agreeing to assume joint responsibility for the representation; and~~

~~(iii) — the share of the fee that each lawyer or law firm will receive or, if the division is based on the proportion of services performed, the basis on which the division will be made; and~~

~~(3) — the aggregate fee does not violate paragraph (a).~~

~~(g) — Every agreement that allows a lawyer or law firm to associate other counsel in the representation of a person, or to refer the person to other counsel for such representation, and that results in such an association with or referral to a different law firm or a lawyer in such a different firm, shall be confirmed by an arrangement conforming to paragraph (f). Consent by a client or a prospective client without knowledge of the information specified in subparagraph (f)(2) does not constitute a confirmation within the meaning of this rule. No attorney shall collect or seek to collect fees or expenses in connection with any such agreement that is not confirmed in that way, except for:~~

~~(1) the reasonable value of legal services provided to that person; and~~

~~(2) the reasonable and necessary expenses actually incurred on behalf of that person.~~

~~(h) — Paragraph (f) of this rule does not apply to payment to a former partner or associate pursuant to a separation or retirement agreement, or to a lawyer referral program certified by the State Bar of Texas in accordance with the Texas Lawyer Referral Service Quality Act, Tex. Occ. Code 952.001 et seq., or any amendments or recodifications thereof.~~

## **Comment:**

1. A lawyer in good conscience should not charge or collect more than a reasonable fee, although he may charge less or no fee at all. The determination of the reasonableness of a fee, or of the range of reasonableness, can be a difficult question, and a standard of “reasonableness” is too vague and uncertain to be an appropriate standard in a disciplinary action. For this reason, paragraph (a) adopts, for disciplinary purposes only, a clearer standard: the lawyer is subject to discipline for an illegal fee or an unconscionable fee. Paragraph (a) defines an unconscionable fee in terms of the reasonableness of the fee but in a way to eliminate factual disputes as to the fee's reasonableness. The Rule's “unconscionable” standard, however, does not preclude use of the “reasonableness” standard of paragraph (b) in other settings.

## **Basis or Rate of Fee**

2. When the lawyer has regularly represented a client, they ordinarily will have evolved an understanding concerning the basis or rate of the fee. If, however, the basis or rate of fee being charged to a regularly represented client differs from the understanding that has evolved, the lawyer should so advise the client. In a new client-lawyer relationship, an understanding as to the fee should be promptly established. It is not necessary to recite all the factors that underlie the basis of the fee, but only those that are directly involved in its computation. It is sufficient, for example, to state that the basic rate is an hourly charge or a fixed amount or an estimated amount, in order to identify the factors that may be taken into account in finally fixing the fee. When developments occur during the representation that render an earlier estimate substantially inaccurate, a revised estimate should be provided to the client. A written statement concerning the fee reduces the possibility of misunderstanding, and when the lawyer has not regularly represented the client it is preferable for the basis or rate of the fee to be communicated to the client in writing. Furnishing the client with a simple memorandum or a copy of the lawyer's customary fee schedule is sufficient if the basis or rate of the fee is set forth. In the case of a contingent fee, a written agreement is mandatory.

## **Types of Fees**

3. Historically lawyers have determined what fees to charge by a variety of methods. Commonly employed are percentage fees and contingent fees (which may vary in accordance with the amount at stake or recovered), hourly rates, and flat fee arrangements, or combinations thereof.

4. The determination of a proper fee requires consideration of the interests of both client and lawyer. The determination of reasonableness requires consideration of all relevant circumstances, including those stated in paragraph (b). Obviously, in a particular situation not all of the factors listed in paragraph (b) may be relevant and factors not listed could be relevant. The fees of a lawyer will vary according to many factors, including the time required, the

lawyer's experience, ability and reputation, the nature of the employment, the responsibility involved, and the results obtained.

5. When there is a doubt whether a particular fee arrangement is consistent with the client's best interest, the lawyer should discuss with the client alternative bases for the fee and explain their implications.

6. Once a fee arrangement is agreed to, a lawyer should not handle the matter so as to further the lawyer's financial interests to the detriment of the client. For example, a lawyer should not abuse a fee arrangement based primarily on hourly charges by using wasteful procedures.

### **Unconscionable Fees**

7. Two principal circumstances combine to make it difficult to determine whether a particular fee is unconscionable within the disciplinary test provided by paragraph (a) of this Rule. The first is the subjectivity of a number of the factors relied on to determine the reasonableness of fees under paragraph (b). Because those factors do not permit more than an approximation of a range of fees that might be found reasonable in any given case, there is a corresponding degree of uncertainty in determining whether a given fee is unconscionable. Secondly, fee arrangements normally are made at the outset of representation, a time when many uncertainties and contingencies exist, while claims of unconscionability are made in hindsight when the contingencies have been resolved. The "unconscionability" standard adopts that difference in perspective and requires that a lawyer be given the benefit of any such uncertainties for disciplinary purposes only. Except in very unusual situations, therefore, the circumstances at the time a fee arrangement is made should control in determining a question of unconscionability.

8. Two factors in otherwise borderline cases might indicate a fee may be unconscionable. The first is overreaching by a lawyer, particularly of a client who was unusually susceptible to such overreaching. The second is a failure of the lawyer to give at the outset a clear and accurate explanation of how a fee was to be calculated. For example, a fee arrangement negotiated at arm's length with an experienced business client would rarely be subject to question. On the other hand, a fee arrangement with an uneducated or unsophisticated individual having no prior experience in such matters should be more carefully scrutinized for overreaching. While the fact that a client was at a marked disadvantage in bargaining with a lawyer over fees will not make a fee unconscionable, application of the disciplinary test may require some consideration of the personal circumstances of the individuals involved.

### **Fees in Family Law Matters**

~~9. Contingent and percentage fees in family law matters may tend to promote divorce and may be inconsistent with a lawyer's obligation to encourage reconciliation. Such fee~~

Texas Disciplinary Rule of Professional Conduct 1.04, full text with emphasis added, from <https://www.texasbar.com/AM/Template.cfm?Section=Home&Template=/CM/ContentDisplay.cfm&ContentID=27271>



arrangements also may tend to create a conflict of interest between lawyer and client regarding the appraisal of assets obtained for client. See also Rule 1.08(h). In certain family law matters, such as child custody and adoption, no res is created to fund a fee. Because of the human relationships involved and the unique character of the proceedings, contingent fee arrangements in domestic relations cases are rarely justified.

#### Division of Fees

10. — A division of fees is a single billing to a client covering the fee of two or more lawyers who are not in the same firm. A division of fees facilitates association of more than one lawyer in a matter in which neither alone could serve the client as well, and most often is used when the fee is contingent and the division is between a referring or associating lawyer initially retained by the client and a trial specialist, but it applies in all cases in which two or more lawyers are representing a single client in the same matter, and without regard to whether litigation is involved. Paragraph (f) permits the lawyers to divide a fee either on the basis of the proportion of services they render or if each lawyer assumes joint responsibility for the representation.

11. — Contingent fee agreements must be in a writing signed by the client and must otherwise comply with paragraph (d) of this Rule.

12. — A division of a fee based on the proportion of services rendered by two or more lawyers contemplates that each lawyer is performing substantial legal services on behalf of the client with respect to the matter. In particular, it requires that each lawyer who participates in the fee have performed services beyond those involved in initially seeking to acquire and being engaged by the client. There must be a reasonable correlation between the amount or value of services rendered and responsibility assumed, and the share of the fee to be received. However, if each participating lawyer performs substantial legal services on behalf of the client, the agreed division should control even though the division is not directly proportional to actual work performed. If a division of fee is to be based on the proportion of services rendered, the arrangement may provide that the allocation not be made until the end of the representation. When the allocation is deferred until the end of the representation, the terms of the arrangement must include the basis by which the division will be made.

13. — Joint responsibility for the representation entails ethical and perhaps financial responsibility for the representation. The ethical responsibility assumed requires that a referring or associating lawyer make reasonable efforts to assure adequacy of representation and to provide adequate client communication. Adequacy of representation requires that the referring or associating lawyer conduct a reasonable investigation of the client's legal matter and refer the matter to a lawyer whom the referring or associating lawyer reasonably believes is competent to handle it. See Rule 1.01. Adequate attorney-client communication requires that a referring or associating lawyer monitor the matter throughout the representation and ensure that the client is informed of those matters that come to that lawyer's attention and that a



reasonable lawyer would believe the client should be aware. See Rule 1.03. Attending all depositions and hearings or requiring that copies of all pleadings and correspondence be provided a referring or associating lawyer is not necessary in order to meet the monitoring requirement proposed by this rule. These types of activities may increase the transactional costs, which ultimately the client will bear and unless some benefit will be derived by the client, they should be avoided. The monitoring requirement is only that the referring lawyer be reasonably informed of the matter, respond to client questions, and assist the handling lawyer when necessary. Any referral or association of other counsel should be made based solely on the client's best interest.

14. — In the aggregate, the minimum activities that must be undertaken by referring or associating lawyers pursuant to an arrangement for a division of fees are substantially greater than those assumed by a lawyer who forwarded a matter to other counsel, undertook no ongoing obligations with respect to it, and yet received a portion of the handling lawyer's fee once the matter was concluded, as was permitted under the prior version of this rule. Whether such activities, or any additional activities that a lawyer might agree to undertake, suffice to make one lawyer participating in such an arrangement responsible for the professional misconduct of another lawyer who is participating in it and, if so, to what extent, are intended to be resolved by Texas Civil Practice and Remedies Code, ch. 33, or other applicable law.

15. — A client must consent in writing to the terms of the arrangement prior to the time of the association or referral proposed. For this consent to be effective, the client must have been advised of at least the key features of that arrangement. Those essential terms, which are specified in subparagraph (f)(2), are 1) the identity of all lawyers or law firms who will participate in the fee sharing agreement, 2) whether fees will be divided based on the proportion of services performed or by lawyers agreeing to assume joint responsibility for the representation, and 3) the share of the fee that each lawyer or law firm will receive or the basis on which the division will be made if the division is based on proportion of service performed. Consent by a client or prospective client to the referral to or association of other counsel, made prior to any actual such referral or association, but without knowledge of the information specified in subparagraph (f)(2) does not constitute sufficient client confirmation within the meaning of this rule. The referring or associating lawyer or any other lawyer who employs another lawyer to assist in the representation has the primary duty to ensure full disclosure and compliance with this rule.

16. — Paragraph (g) facilitates the enforcement of the requirements of paragraph (f). It does so by providing that agreements that authorize an attorney either to refer a person's case to another lawyer, or to associate other counsel in the handling of a client's case, and that actually result in such a referral or association with counsel in a different law firm from the one entering into the agreement, must be confirmed by an arrangement between the person and the lawyers involved that conforms to paragraph (f). As noted there, that arrangement must be presented to and agreed to by the person before the referral or association between the lawyers involved occurs. See subparagraph (f)(2). Because paragraph (g) refers to the party whose matter is

Texas Disciplinary Rule of Professional Conduct 1.04, full text with emphasis added, from <https://www.texasbar.com/AM/Template.cfm?Section=Home&Template=/CM/ContentDisplay.cfm&ContentID=27271>

involved as a "person" rather than as a "client," it is not possible to evade its requirements by having a referring lawyer not formally enter into an attorney-client relationship with the person involved before referring that person's matter to other counsel. Paragraph (g) does provide, however, for recovery in quantum meruit in instances where its requirements are not met. See subparagraphs (g)(1) and (g)(2).P

17.—What should be done with any otherwise agreed-to fee that is forfeited in whole or in part due to a lawyer's failure to comply with paragraph (g) is not resolved by these rules.

18.—Subparagraph (f)(3) requires that the aggregate fee charged to clients in connection with a given matter by all of the lawyers involved meet the standards of paragraph (a) that is, not be unconscionable.



August 16, 2018

# Rule 1.5 Fees - Comment

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## *Client-Lawyer Relationship*

### Reasonableness of Fee and Expenses

[1] Paragraph (a) requires that lawyers charge fees that are reasonable under the circumstances. The factors specified in (1) through (8) are not exclusive. Nor will each factor be relevant in each instance. Paragraph (a) also requires that expenses for which the client will be charged must be reasonable. A lawyer may seek reimbursement for the cost of services performed in-house, such as copying, or for other expenses incurred in-house, such as telephone charges, either by charging a reasonable amount to which the client has agreed in advance or by charging an amount that reasonably reflects the cost incurred by the lawyer.

### Basis or Rate of Fee

[2] When the lawyer has regularly represented a client, they ordinarily will have evolved an understanding concerning the basis or rate of the fee and the expenses for which the client will be responsible. In a new client-lawyer relationship, however, an understanding as to fees and expenses must be promptly established. Generally, it is desirable to furnish the client with at least a simple memorandum or copy of the lawyer's customary fee arrangements that states the general nature of the legal services to be provided, the basis, rate or total amount of the fee and whether and to what extent the client will be responsible for any costs, expenses or disbursements in the course of the representation. A written statement concerning the terms of the engagement reduces the possibility of misunderstanding.

[3] Contingent fees, like any other fees, are subject to the reasonableness standard of paragraph (a) of this Rule. In determining whether a particular contingent fee is reasonable, or whether it is reasonable to charge any form of contingent fee, a lawyer must consider the factors that are relevant under the circumstances. Applicable law may impose limitations on contingent fees, such as a ceiling on the percentage allowable, or may require a lawyer to offer clients an alternative basis for the fee.

Applicable law also may apply to situations other than a contingent fee, for example, government regulations regarding fees in certain tax matters.

## Terms of Payment

[4] A lawyer may require advance payment of a fee, but is obliged to return any unearned portion. See Rule 1.16(d). A lawyer may accept property in payment for services, such as an ownership interest in an enterprise, providing this does not involve acquisition of a proprietary interest in the cause of action or subject matter of the litigation contrary to Rule 1.8 (i). However, a fee paid in property instead of money may be subject to the requirements of Rule 1.8(a) because such fees often have the essential qualities of a business transaction with the client.

[5] An agreement may not be made whose terms might induce the lawyer improperly to curtail services for the client or perform them in a way contrary to the client's interest. For example, a lawyer should not enter into an agreement whereby services are to be provided only up to a stated amount when it is foreseeable that more extensive services probably will be required, unless the situation is adequately explained to the client. Otherwise, the client might have to bargain for further assistance in the midst of a proceeding or transaction. However, it is proper to define the extent of services in light of the client's ability to pay. A lawyer should not exploit a fee arrangement based primarily on hourly charges by using wasteful procedures.

## Prohibited Contingent Fees

[6] Paragraph (d) prohibits a lawyer from charging a contingent fee in a domestic relations matter when payment is contingent upon the securing of a divorce or upon the amount of alimony or support or property settlement to be obtained. This provision does not preclude a contract for a contingent fee for legal representation in connection with the recovery of post-judgment balances due under support, alimony or other financial orders because such contracts do not implicate the same policy concerns.

## Division of Fee

[7] A division of fee is a single billing to a client covering the fee of two or more lawyers who are not in the same firm. A division of fee facilitates association of more than one lawyer in a matter in which neither alone could serve the client as well, and most often

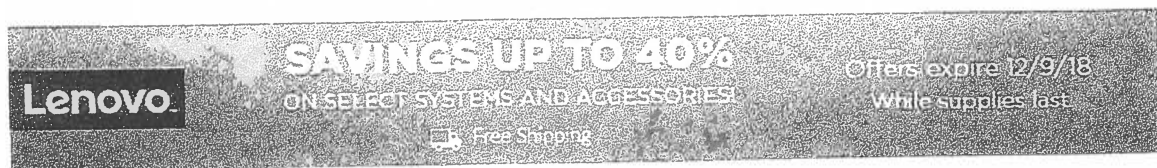
is used when the fee is contingent and the division is between a referring lawyer and a trial specialist. Paragraph (e) permits the lawyers to divide a fee either on the basis of the proportion of services they render or if each lawyer assumes responsibility for the representation as a whole. In addition, the client must agree to the arrangement, including the share that each lawyer is to receive, and the agreement must be confirmed in writing. Contingent fee agreements must be in a writing signed by the client and must otherwise comply with paragraph (c) of this Rule. Joint responsibility for the representation entails financial and ethical responsibility for the representation as if the lawyers were associated in a partnership. A lawyer should only refer a matter to a lawyer whom the referring lawyer reasonably believes is competent to handle the matter. See Rule 1.1.

[8] Paragraph (e) does not prohibit or regulate division of fees to be received in the future for work done when lawyers were previously associated in a law firm.

### Disputes over Fees

[9] If a procedure has been established for resolution of fee disputes, such as an arbitration or mediation procedure established by the bar, the lawyer must comply with the procedure when it is mandatory, and, even when it is voluntary, the lawyer should conscientiously consider submitting to it. Law may prescribe a procedure for determining a lawyer's fee, for example, in representation of an executor or administrator, a class or a person entitled to a reasonable fee as part of the measure of damages. The lawyer entitled to such a fee and a lawyer representing another party concerned with the fee should comply with the prescribed procedure.

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The Supreme Court of Texas  
Professional Ethics Committee

\*1 Opinion Number 542

February 2002

QUESTION PRESENTED

May a lawyer enter into a fee arrangement with a liability insurer under which the lawyer will be paid fixed fees for the defense of the insured?

STATEMENT OF FACTS

Lawyers and law firms are invited by an insurance company to submit fixed fee rate proposals for the representation of insureds at various stages of liability defense cases. The stated purpose of the fixed fee request is to allow the insurance company to make case assignments to the lawyers and law firms whose fixed fee proposals are the most competitive and to improve communication with those lawyers. The fee arrangement will not limit or direct the legal services rendered by the lawyer at any stage of the case; however, it will limit the fee that the lawyer will be paid for each stage of representation. The fee arrangement is not for a contingent fee, applicable only to the fees to be paid for professional services and not for the costs and expenses of litigation.

DISCUSSION

Rule 1.04 of the Texas Disciplinary Rules of Professional Conduct requires that the fee arrangement between a lawyer and his client must be for a reasonable fee. Comment 3 to Rule 1.04 recognizes that a flat fee arrangement has historically been acceptable when that fee is determined to be reasonable, as defined in this Rule. Lawyers are free to charge a reasonable fee, provided the parameters of "reasonableness" are met in the fee arrangement, although a lesser fee or no fee at all may be charged by the lawyer.

Rule 1.08(e) permits the payment of the lawyer's fees from one other than the client, in this instance, the insurance company, provided: (1) the client consents; (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and (3) information relating to the representation of a client is protected as required by Rule 1.05. Comment 5 to Rule 1.08 recognizes that when an insurance company pays the lawyer's fee for representing the insured, normally the insured has consented to the arrangement by the terms of the insurance contract.

This Committee has recently addressed arrangements between lawyers and insurance companies in Opinions 532 and 533, September 2000. In those opinions, the arrangements at issue were impermissible as a result of interference with lawyer-client confidentiality as defined in Rule 1.05 and the improper limitation on the professional and ethical responsibility of the lawyer required by Rule 5.04. This Committee stated in its Opinion 533, "In other words, regardless of such agreement with the insurer, the lawyer must at all times be free to exercise his or her independent professional judgment in rendering legal services to the client."

The fixed fee arrangement at issue in this Opinion clearly is an economic means by the insurance company to control and/or limit the amount of legal expenses. However, while the lawyer is free to enter into an agreement with the insurer regarding fees, it remains the lawyer's ethical responsibility to provide the necessary professional representation to the client as held in *Employer's Casualty Co. v. Tilley*, 496 S.W. 2d 552 (Tex. 1973).



\*2 A fixed fee arrangement, as is the case with other types of fee arrangements, may result in inadequate compensation to the lawyer for the necessary professional representation. Regardless of those economic pressures, the lawyer providing services under a fixed fee arrangement must provide the necessary legal services that the lawyer determines in the lawyer's professional judgment are required.

A fee arrangement with an insurance company under which the lawyer is required to pay the costs and expenses of litigation, regardless of the outcome of the litigation, would constitute a violation of Rule 1.08(d), which provides that a lawyer shall not provide financial assistance to a client in connection with a pending or contemplated litigation, with exceptions which are not here applicable.

#### CONCLUSION

A lawyer is free to enter into a fee arrangement with an insurance company wherein the lawyer is compensated on a fixed fee basis for defined stages of representation in liability defense cases. It is the lawyer's responsibility, notwithstanding the agreement with the insurance company, to professionally and ethically render representation to the client insured as required by the Texas Disciplinary Rules of Professional Conduct. The fee arrangement may not provide that the lawyer is to pay the costs and expenses of such litigation.





	2016			2017 YTD				
	ARB	Admin	Support Srvs	Litigation	ARB	Admin	Support Srvs	Litigation
Armstrong & Associates				9,727.50	10,695.00			8,055.00
Alder	77,289.13	118,752.00	9,232.00	150,655.28	1,156.00			12,091
								193,520.00
		1,700.00						
Nichols & Smith				219,159.90				221,421.72
Perdue...				190,558.02	4,171.53			162,153.09
				2,207.08				247.50
		32,201.30		5,860.96				101,245.82
	\$	\$	\$	\$	\$	\$	\$	\$
	77,289.13	152,653.30	9,232.00	578,168.74	10,695.00	5,327.53	-	493,123.13
				1,375.00				15,205.92
		\$818,718.17				\$524,351.58		

**LEGAL SERVICES RENDERED AND EXPENSES INCURRED  
JANUARY THROUGH DECEMBER 2017**

	HOURS LEGAL ADVISOR	HOURS LITIGATION	TOTAL HOURS	FEES LEGAL ADVISOR	FEES LITIGATION	TOTAL FEES	EXPENSES	TOTAL FEES + EXPENSES
JANUARY	92.0	93.1	185.1			29,616.00	353.36	29,979.36
FEBRUARY	60.2	65.3	125.5			20,080.00	369.36	20,449.36
MARCH	85.6	103.9	189.5			30,320.00	353.36	30,673.36
APRIL	38.9	137.4	176.3			28,208.00	820.10	29,028.10
MAY	57.6	76.3	133.9			21,424.00	844.69	22,268.69
JUNE	37.2	56.8	94.0			15,040.00	399.10	15,439.10
JULY	59.6	43.5	103.1			16,496.00	377.89	16,873.89
AUGUST	42.1	142.9	185.0			29,600.00	482.71	30,082.71
SEPTEMBER	45.8	155.8	201.6			32,256.00	482.71	32,738.71
OCTOBER	98.7	169.5	268.2			42,912.00	987.99	43,899.99
NOVEMBER	66.0	94.0	160.0			25,600.00	482.71	26,082.71
DECEMBER	49.0	71.0	120.0			19,200.00	482.71	19,682.71
<b>TOTALS</b>	<b>732.7</b>	<b>1209.5</b>	<b>1942.2</b>	<b>117,232.00</b>	<b>193,520.00</b>	<b>310,752.00</b>	<b>6436.69</b>	<b>317,198.69</b>
<b>MONTHLY AVERAGES</b>	<b>61.1</b>	<b>100.8</b>	<b>161.8</b>	<b>9,769.33</b>	<b>16,126.67</b>	<b>25,896.00</b>	<b>536.39</b>	<b>26,433.22</b>

**COMPARISON AT HOURLY RATES TAD PAID PERDUE, NICHOLS, ALDER IN 2017:**

1942.2 hours X \$200 per hour = \$ 388,440 total = \$ 32,370 per month

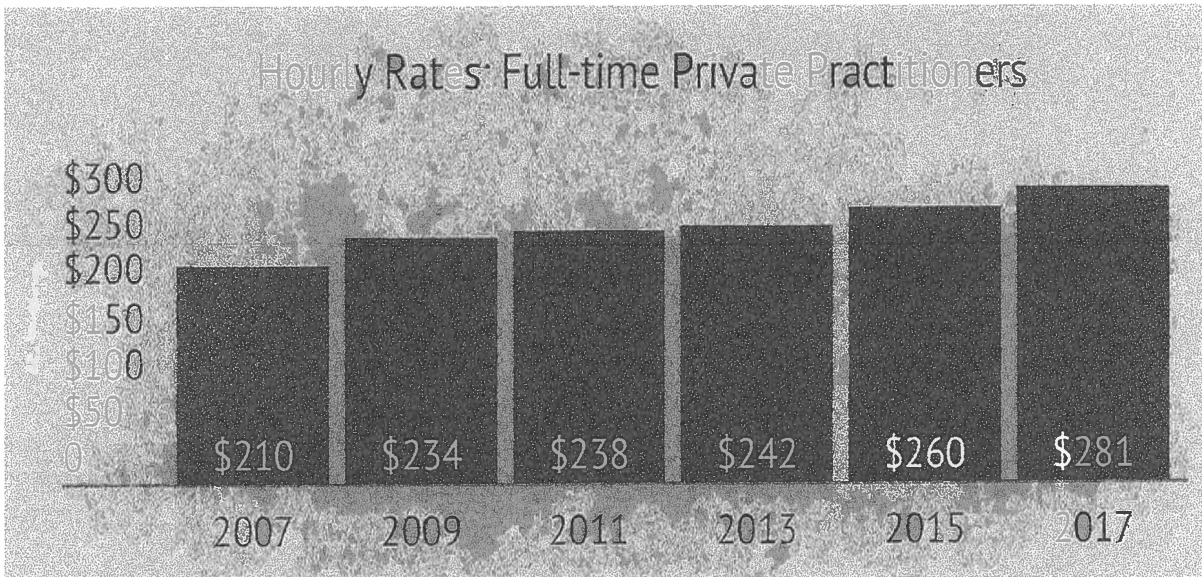
1942.2 hours X \$185 per hour = \$ 359,307 total = \$ 29,942 per month

1942.2 hours X \$160 per hour = \$ 310,752 total = \$ 25,896 per month



## MEDIAN HOURLY RATES REPORTED BY FULL-TIME PRIVATE PRACTITIONERS IN TEXAS

*(based on attorney economic information the State Bar of Texas collected from April 3, 2018, to May 7, 2018, as part of its 2017 Texas Attorney Survey)*



Source:

[https://www.texasbar.com/AM/Template.cfm?Section=Demographic and Economic Trends&Template=/CM/ContentDisplay.cfm&ContentID=41483](https://www.texasbar.com/AM/Template.cfm?Section=Demographic%20and%20Economic%20Trends&Template=/CM/ContentDisplay.cfm&ContentID=41483)





**NICHOLS, JACKSON, DILLARD, HAGER & SMITH, L.L.P**

Peter G. Smith, Partner  
(214) 665-3365  
E-mail: psmith@njdhs.com

Attorneys & Counselors at Law  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201  
(214) 965-9900  
Fax (214) 965-0010  
E-mail NJDHS@NJDHS.com

ROBERT L. DILLARD, JR. (1913-2000)  
H. LOUIS NICHOLS (1916-2010)

ROBERT L. DILLARD, III  
OF COUNSEL  
LAWRENCE W. JACKSON  
OF COUNSEL

April 30, 2015

Dallas Central Appraisal District  
2949 North Stemmons Freeway  
Dallas, Texas 75247

Attn: W. Kenneth Nolan (*Via Email: NolanK@DCAD.org*)  
Director/Chief Appraiser

Re: Proposal for Legal Services

Dear Mr. Nolan:

This will confirm that the Dallas Central Appraisal District ("DCAD") has employed the law firm of NICHOLS, JACKSON, DILLARD, HAGER & SMITH, L.L.P. ("Firm") to represent DCAD.

Requests and communications regarding this engagement should be directed to the undersigned who may be contacted at Firm's general telephone line (214) 965-9900, direct dial telephone (214) 665-3365, cell phone (214) 535-3818, or by email at [psmith@njdhs.com](mailto:psmith@njdhs.com), and to Braden Metcalf, who may be contacted at Firm's general telephone line (214) 965-9900, direct dial telephone (214) 665-3360, cell phone (214) 549-3020, or by email at [bmetcalf@njdhs.com](mailto:bmetcalf@njdhs.com). Joe Gorfida will also be assigned to provide legal services for DCAD in conjunction with Mr. Smith. Mr. Gorfida may be contacted at Firm's general telephone line (214) 965-9900, direct dial telephone (214) 665-3323, cell phone (972) 679-6759, or by email at [jgorfida@njdhs.com](mailto:jgorfida@njdhs.com)

The term of this Agreement shall be for a period of one (1) year commencing on September 1, 2015, and ending on September 1, 2016, unless sooner terminated. At the expiration of the initial term, the Agreement will automatically renew for successive one (1) year terms unless any party provides written notice of termination ninety (90) days prior to the expiration of the then current term.

Firm agrees to provide the necessary legal services for the representation of DCAD in the normal and customary litigation matters involving appraised value, exemption, special use valuation, etc. at Firms' hourly rates, not to exceed \$750,000.00 per annual term of the Agreement.

Firm shall charge DCAD on a monthly basis for the work completed at hourly rates determined by Firm. In the event, Firm should reach the maximum annual billing amount of \$750,000.00 during any term of the Agreement for the litigation services described above, Firm

TM 71106

↓ CAP

shall not charge DCAD for any further services provided during the remainder of the then current term, nor shall DCAD incur any deferred billing after the expiration of the then current term for such services.

The parties agree that the following four categories of legal services are to be provided to DCAD and are subject to limitations set forth herein:

1. General Litigation. Firm shall provide the necessary legal services for the representation of DCAD relative to market valuation, exemption, special use valuation and similar cases normally associated with Property Tax Code cases. Compensation for these services is subject to the annual contract limitations set forth above.
2. General Services. Firm shall provide legal services when requested for DCAD for general matters, including personnel, contract and review and other similar business activities. The compensation for these services is not subject to the annual contract limitations set forth above.
3. Special Litigation Cases. When litigation arises that is (deemed by the Chief Appraiser to be an issue of importance to DCAD or any participating taxing unit, and which may require extraordinary legal effort and costs beyond that normally associated with other Property Tax Code cases.) the Chief Appraiser may designate such case as a **Special Litigation Case** for which compensation is not subject to the annual contract limitations set forth above. Firm, which believes that the defense or prosecution of a case presents special importance to DCAD and/or any participating taxing unit and which may require extraordinary legal effort and incur expenses beyond that normally associated with other Property Tax Code cases, may request the Chief Appraiser to designate such case as a **Special Litigation Case** not subject to the contract limitations set forth above. In the event the Chief Appraiser designates a case as a **Special Litigation Case**, Firm shall provide DCAD with a budget for the cost of the anticipated legal services, including any experts, consultants, mediation or other charges. The budget should include the scope of anticipated legal services, including discovery, motions, depositions, response to discovery, investigation, trial, and evaluation of the case, probability of outcome, and a recommended reserve for payment of attorney's fees for the attorney for the taxpayer, if applicable. The report for special litigation cases will be supplemented by Firm on a quarterly basis, or more frequently if necessary.

Firm agrees to use standardized billing practices and procedures approved by DCAD for providing legal services as set forth herein. Billing of these charges shall be listed in detail and separately from the billing of charges billed under nos. 1 through 3 above. Costs other than for legal services shall be billed to DCAD, as follows:

- a. Consultants/experts - Must be pre-approved by DCAD;
- b. Mediation;
- c. Depositions - all depositions must be pre-approved by DCAD;
- d. Filing Fees/Court Costs - billed directly to DCAD;
- e. Copies - \$.25 per copy per page;
- f. Postage - direct cost;
- g. Facsimile - \$1.00 per page for incoming only plus any long distance charges;
- h. Long Distance Telephone Charges - direct charge;
- i. Delivery/Courier Charges - direct charge;
- j. Travel Cost - other than normal mileage, must be pre-approved by DCAD; and
- k. On-Line research - direct cost.

Thank you for the continued opportunity to be of service to the Dallas Central Appraisal District. If the terms are acceptable, please execute in the signature block provided below on behalf of DCAD and return to us by facsimile transmission or email. If you have any questions, please do not hesitate to contact us.

Sincerely,


**NICHOLS, JACKSON, DILLARD  
HAGER & SMITH, L.L.P.**

By:   
Peter G. Smith

PGS:BM:tlo

**Agreed to and accepted:**

**DALLAS CENTRAL APPRAISAL DISTRICT**

By:   
W. Kenneth Nolan  
Director/Chief Appraiser

**catherinejanealder@icloud.com**

---

**From:** Catherine Alder <catherinejanealder@icloud.com>  
**Sent:** Monday, March 26, 2018 9:12 AM  
**To:** Jeff Craig  
**Subject:** Re: Legal Retainer Agreement

Thanks for additional info.

Sent from my iPhone

On Mar 26, 2018, at 7:51 AM, Jeff Craig <[JCraig@TAD.org](mailto:JCraig@TAD.org)> wrote:

Some additional explanation from DCAD below.

---

**From:** Terrisa Shelton  
**Sent:** Monday, March 26, 2018 7:49 AM  
**To:** Jeff Craig; Jeffery D. Law  
**Subject:** FW: Legal Retainer Agreement

Please see below answers from Rick regarding attorney agreements.

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**From:** Kuehler, Rick [<mailto:KuehlerR@DCAD.org>]  
**Sent:** Monday, March 26, 2018 7:44 AM  
**To:** Terrisa Shelton  
**Subject:** RE: Legal Retainer Agreement

Terrisa,

To answer your questions and concerns please see the following:

1. These type of agreements are used with all attorneys. We have two such agreements currently with two different attorney firms.
2. No other agreements are utilized.
3. Attorneys submit monthly bills for services. Even though the "cap" is in place they still must account for their time and services. If they do not use all the funds allowed in the "cap" they do not get those funds at the end of the fiscal year. If they go over the "cap" then they continue with services.
4. We not utilize any attorney or firms that are simply billed by a flat rate per month for their services.

I trust that these answer your questions.

Rick L. Kuehler  
Director of Administration  
Taxpayer Liaison Officer  
Dallas Central Appraisal District  
214/631-0520

**From:** Terrisa Shelton <TShelton@TAD.org>  
**Sent:** Friday, March 23, 2018 9:00 AM  
**To:** Kuehler, Rick <KuehlerR@DCAD.org>  
**Subject:** RE: Legal Retainer Agreement

Good morning, Mr. Kuehler.

We appreciate your sending a copy of the legal agreement we requested. Do you use these types of agreements with all your attorneys? Are there any other agreements utilized?

According to the agreement, it looks like the attorneys submit a monthly bill for services rendered but there is a maximum for the year. Does DCAD utilize any attorneys that are simply a flat rate per month for all services needed?

Again, we appreciate your assistance.

Regards and Happy Friday!

*Terrisa Shelton*

Tarrant Appraisal District  
Finance Officer  
817-595-6008

This e-mail may contain confidential or privileged information. If you received this e-mail in error, please advise the sender by reply e-mail and then delete this e-mail immediately.

Thank you.

---

**From:** Brooks, Joy [mailto:BrooksJ@DCAD.org]  
**Sent:** Thursday, March 15, 2018 2:56 PM  
**To:** Terrisa Shelton  
**Cc:** Kuehler, Rick  
**Subject:** FW: Legal Retainer Agreement

Good afternoon, Ms. Shelton,

Mr. Kuehler asked me to send you the attached DCAD Legal Services Proposal.

If you have any questions, he said to feel free to contact him.

Regards,

*Joy Brooks*

Executive Administrative Assistant  
Office of Administration  
Dallas Central Appraisal District  
[brooks@dcad.org](mailto:brooks@dcad.org)  
214/631.0520

**From:** Terrisa Shelton <[TShelton@TAD.org](mailto:TShelton@TAD.org)>  
**Sent:** Friday, March 9, 2018 3:53 PM  
**To:** Kuehler, Rick <[KuehlerR@DCAD.org](mailto:KuehlerR@DCAD.org)>  
**Subject:** Legal Retainer Agreement

Good afternoon, Mr. Kuehler.

Jeff Law has asked me to contact you regarding the use of legal retainer agreements. We are considering an agreement with one of our attorneys for a set annual amount. Our understanding is that DCAD uses or has used retainers for legal services.

Would you be willing to share an example of an agreement utilized by DCAD? Has this been of benefit to you? I'd appreciate your thoughts on the pros and cons.

Thank you and have a wonderful weekend!

*Terrisa Shelton*

Tarrant Appraisal District  
Finance Officer  
<image001.jpg>  
2500 Handley Ederville Road  
Fort Worth, TX 76118-6909  
phone: (817) 595-6008  
fax: (817) 595-6198  
[tshelton@tad.org](mailto:tshelton@tad.org)

This e-mail may contain confidential or privileged information. If you received this e-mail in error, please advise the sender by reply e-mail and then delete this e-mail immediately.

Thank you.

**CoStar Realty Information, Inc.**

Approved by vote of Board 02/21/2021

**Agenda Item 5(a)(2): Consider and Act on Renewal of the Annual “CoStar Suite” Subscription**

Since 2003, TAD has subscribed to CoStar Realty Information Inc. for information on comparable local, area and national sales data on commercial properties. The data is critical to the accurate valuation of commercial property. “CoStar Suite” is considered to be a premier source of valuation data in the marketplace.

**Vendor’s Description of the Services provided by the “CoStar Suite” Subscription:**

**CoStar Property Professional** – Includes full market inventory of properties and spaces, searchable by market and submarket, with details on each one. Also includes access to photos, aerials, maps, floor plans, stacking plans and more.

**CoStar Comps** – Includes commercial real estate comparables, across all property types. Also includes detailed sales transactions, including price, cap rates, names of buyers and sellers.

**CoStar GO** – Includes detailed information on properties, sales comps, tenant information and more. CoStar Go is fully integrated into a mobile platform optimizing exclusively for the iPad.

The subscription renewal provides 12 licenses that are shared among TAD’s commercial appraisal staff members.

The data package subscription is priced on a monthly basis at \$4,290.21. On an annual basis, the total subscription cost is \$51,482.52. The subscription price remains at the same rate as 2020.

**Staff Recommendation:**

**Authorize renewal of the annual subscription with CoStar Realty Information, Inc. for the “CoStar Suite” of services at a total cost not to exceed \$51,482.52.**

*Funds for this subscription are included in the FY 2021 Budget*

**APPROVED**  
**2/12/2021**



Mr. Pompa having joined the meeting and Mr. DeOtte's audio connection having been reestablished, Mr. DeOtte moved to remove Action Item 5(c) from this agenda and postpone discussion of that issue until a special meeting in March; Mr. Martinez seconded the motion; and the motion carried unanimously.

**a. Consent Agenda Items (*starts at 0:20:20*)**

Ms. Wilemon called for a motion to approve Consent Agenda Items; Mr. DeOtte asked to pull Items 5(a)(4) and 5(a)(5) from the Consent Agenda.

Mr. DeOtte moved to approve Consent Agenda Items 5(a)(1) through 5(a)(3); Mr. Martinez seconded the motion; and the motion carried unanimously.

**(1) Consider and Act on Approval of Minutes of January 15, 2021 Meeting**

**(2) Consider and Act on Renewal of the Annual "CoStar Suite" Subscription**

Staff Recommendation approved:

Authorize renewal of the annual subscription with CoStar Realty Information, Inc. for the "CoStar Suite" of services at a total cost not to exceed \$51,482.52.

**(3) Consider and Act on Purchase of Microsoft Office 2019 License Upgrade**

Staff Recommendation approved:

Authorize purchase of Microsoft Office 2019 Software Part # 021-10626, # 381-04518, and # 79P-05746 through Texas Department of Information Resources contract # DIR-TSO-4092 in an amount not to exceed \$80,452.52.

**(4) Consider and Act on proposed revision of Personnel Policies and Procedures (*starts at 0:21:42*)**

Ms. Burgess moved to approve only the proposed change of Section 25.0 Telecommuting Policy and revisit later the other items that need to be clarified; Mr. DeOtte seconded the motion; and the motion carried unanimously. (*starts at 1:03:45*)

**TARRANT APPRAISAL DISTRICT**

**2500 Handley Ederville Road  
Fort Worth, TX 76118-6909  
Direct Line 817.595.6007 Fax 817.595.6198**

Vendor:

CoStar Realty Information, Inc.  
2563 Collection Center Dr.  
Chicago, IL 60693

**Purchase Order No. 12039**

ORDER DATE: 3/1/2021

TAX EXEMPTION NO. 1-75-1695033-8

Billing Address:

Tarrant Appraisal District  
Attn: Accounts Payable  
2500 Handley-Ederville Road  
Fort Worth, TX 76118-6909

Shipping Address:

Attention :  
Tarrant Appraisal District  
2500 Handley-Ederville Road  
Fort Worth, TX 76118-6909

Shipping Method:

FOB:

Item Description	Unit	Quantity	Unit Price	Total	Date Required
CoStar Property & Comps Prof Dallas FTW.	Year	1	\$51,482.52	\$51,482.52	
Start Date: 3-1-2021 End Date: 2-28-2022		1	\$0.00	\$0.00	

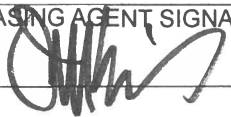
Total Cost Not to Exceed: \$51,482.52

**TERMS AND CONDITIONS:**

The Tarrant Appraisal District reserves the right to cancel all or any part of this order if not shipped as required or instructed. All goods and services shall be subject to Tarrant Appraisal District approval. Unsatisfactory goods will be returned at the vendor's expense. No substitute will be accepted without prior written approval from the Tarrant Appraisal District Purchasing Division. No federal, state or city tax shall be included when goods are delivered to the above address. No responsibility will be assumed for verbal orders given by employees outside the Purchasing Department. No additional charge will be allowed for packing, crating, boxing, and/or handling. Cash discount period will date from the date of receipt of goods at delivery destination.

**DELIVERY NOTE:** Only deliver 8:15 A.M. til 4:30 P.M. - Monday through Friday (Except Holidays)

PURCHASING AGENT SIGNATURE:



Contact Purchasing for questions regarding this purchase order.  
Direct Line: 817.595.6007 Fax: 817.595.6198



Proposal of Services for  
**Tarrant Appraisal District**

---

Services	Information / Analytics / Insight		Rate (plus tax)
	# of Licenses	Current Monthly	
<b>CoStar Suite</b> (Current Subscription pricing)			
<i>(includes CoStar Property &amp; Comps Professional)</i>			
<i>(includes free access to CoStar GO on the iPad)</i>			
<b>Dallas / Fort Worth Metro</b>	12	\$4,290.21	
No increase this year			
No annual increase on renewal due to Covid			<b>\$51,482.52</b>

---

Definition of Services

**CoStar Property Professional**

Full market inventory of properties and spaces, searchable by market and submarket, with details on each one. Access photos, aerials, maps, floor plans, stacking plans and more.

**CoStar Comps**

Commercial Real Estate Comparables, across all property types. Detailed Sales transactions, including price, cap rates, names of buyers & sellers.

**CoStar GO**

Detailed information on properties, sales comps, tenants and more, fully integrated into a mobile platform optimized exclusively for the iPad.

*General Terms:*

Terms and Conditions of License Agreements apply.

TARRANT APPRAISAL DISTRICT  
OUTSIDE REQUISITION

REQ. NO. 13994  
1/25/2021  
DATE

Commercial  
DEPARTMENT

2000 14100  
DEPT. # / ACCOUNT LINE #

16  
BUDGET PAGE #

DESCRIPTION	QTY.	UNIT	UNIT COST	EXTENSION
<u>COSTAR Comps Professional</u>	<u>12</u>	<u>mo</u>	<u>4,290.21</u>	<u>51,482.52</u>
<u>MARCH 1, 2021 to FEBRUARY 28, 2022</u>				

Sherry Brown  
REQUISITIONED BY

2/1/2021  
DATE REQUIRED

DEPARTMENT HEAD APPROVAL  
[Signature]  
BUDGET APPROVAL  
[Signature]  
EXECUTIVE APPROVAL  
[Signature]  
SUGGESTED SUPPLIER  
CO - STAR

EXPLANATORY REMARKS/JUSTIFICATION  
APPROVED BY B.O.D.  
FEBRUARY 12, 2021  
120 9

VENDOR NAME COSTAR  
ADDRESS  
CITY/ST/ZIP  
PHONE

DATE ORDERED  
INITIALS

**Frost Insurance Agency, Inc.**  
Approved by vote of Board 02/09/2018

**6. (b) Report by Chief Appraiser**

Mr. Law reported that Ms. Freidman, the chairman to the review board appointed by the Board last month had resigned as chairman. Mr. Law had wanted her to reconsider, but she is staying as a member only. Mr. Law reported that Ms. Vicki Willkie had spoken with the review board's attorney on the next step to take. The District may have to have a called meeting prior to the May meeting to appoint another chairman.

Mr. Law reported the 2017 property value study was a success. The District passed the study and superintendents were notified. Mr. Law had emailed the taxing units the results. This means the districts will get their local value. Mr. Law thanked the staff for an outstanding job. Mr. Law said the District is seeking advice from legal counsel regarding comp time policies and will bring back proposals in May regarding any changes to the District's policy on this issue.

**7. Recess to Executive Session Pursuant to Texas Government Code Sections 551.071 and 551.074, of the Texas Open Meetings Act**

Chairman Potthoff then recessed the meeting into executive session.

Chairman Potthoff reopened the meeting. He reported the Board had given Mr. Law a quarterly evaluation which included positive guidelines for this year.

Ms. Catherine Alder reported in response to Board questions regarding a Request for Proposals or Request for Qualifications for the insurance services contract. She said it is not required either to use a request for proposal or qualifications for this contract. A sealed bid was not required. Professional services are exempt from request procedures. The request for proposals met the requirements in giving all the respondents the requirements for this contract.

Mr. Leyman then made the motion to accept the District's recommendation and award the insurance consulting contract to Frost Insurance for an annual cost of \$48,000 billed monthly. This is for three years and included an option to renew for three additional twelve-month periods. Mr. Wood seconded the motion. The motion carried with a unanimous vote.

The next meeting date will be May 11, 2018.

There being no further business, the meeting was adjourned.

---

Joe Potthoff, Chairman

  
John Molyneaux, Secretary

# PURCHASE ORDER

TARRANT APPRAISAL DISTRICT  
 2500 HANDLEY-EDERVILLE ROAD  
 FORT WORTH, TEXAS 76118-6909  
 Phone: 817-284-0024 Fax: 817-595-6198

**VENDOR:**  
 Frost Insurance  
 4200 S. Hulen St., Suite 330  
 Fort Worth, Texas 76109

**PURCHASE ORDER NO. 12021**  
  
**ORDER DATE:** January 26, 2021  
  
**BID NUMBER:** 1-12-2018 Group Insurance Consulting Services RFP  
**TAX EXEMPTION NO:** 1-75-1695033-8

**BILL TO:**  
 TARRANT APPRAISAL DISTRICT  
 ATTN: ACCOUNTS PAYABLE  
 2500 HANDLEY-EDERVILLE ROAD  
 FORT WORTH, TX 76118-6909

**SHIP TO:**  
**Tarrant Appraisal District**  
**2500 Handley Ederville Road**  
**Fort Worth, TX 76118-6909**

**DELIVERY NOTE:** Only deliver 8:15 A.M. til 4:30 P.M. – Monday through Friday (Except Holidays)

**BILLING NOTE:** Original and remittance copy of invoice are required for payment.

SHIP VIA	F.O.B.	TERMS	DELIVERY DATE REQUIRED See Below
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**TERMS AND CONDITIONS:**

The Tarrant Appraisal District reserves the right to cancel all or any part of this order if not shipped as required or instructed. All goods and services shall be subject to Tarrant Appraisal District approval. Unsatisfactory goods will be returned at the vendor's expense. No substitute will be accepted without prior written approval from the Tarrant Appraisal District Purchasing Division. No federal, state or city tax shall be included when goods are delivered to the above address. No responsibility will be assumed for verbal orders given by employees outside the Purchasing Division. No additional charge will be allowed for packing, crating, boxing, and/or handling. Cash discount period will date from receipt of the invoice or from date of receipt of goods at delivery destination.

DESCRIPTION OF ARTICLES OR SERVICE	AMOUNT
This purchase order authorizes Frost Insurance to provide the Tarrant Appraisal District (TAD) with insurance consulting services in accord with TAD's January 12, 2018 Group Insurance Consulting Services RFP and Frost Insurance's proposal including the completed questionnaire on January 30, 2018.	Cost 3-1-2021 Thru 2-28-2021
1 <sup>st</sup> Year Service Period                      Start Date: 3-1-2018    End Date: 2-28-2019	
2 <sup>nd</sup> Year Service Period                      Start Date: 3-1-2019    End Date: 2-29-2020	
3 <sup>rd</sup> Year Service Period                      Start Date: 3-1-2020    End Date: 2-28-2021	Monthly Fee
Contract renewal beyond the first three years will require a new written purchase order.	\$4,120
1 <sup>st</sup> 12-Month Option to Renew	Annual Fee
4th Year Service Period                      Start Date: 3-1-2021    End Date: 2-28-2022	\$49,440

TARRANT APPRAISAL DISTRICT PURCHASING AGENT


2/22/2021  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

**TARRANT APPRAISAL DISTRICT**

**GROUP INSURANCE CONSULTING SERVICES  
COST SUBMISSION FORM**

**Proposals are due by or before 11:00 AM, Monday, January 29, 2018**

In completing and submitting this form, the vendor is certifying that:

1. He/she has read and fully understands and accepts the scope of services, the terms and conditions, this cost submission form, and the other requirements and provisions presented in the Tarrant Appraisal District (TAD) "Group Insurance Consulting Services Request for Proposals;"
2. The monthly fixed fees indicated below constitute the full and complete "not to exceed" fees for the services and work products specified in the "Group Insurance Consulting Services RFP," and TAD will not be "surprised" with additional or unanticipated charges or costs in conjunction therewith; and
3. TAD reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities in any proposals received, to negotiate with those vendors whose proposals are deemed most susceptible of contract award, and, subject to such negotiations, to award the consulting services contract to the firm whose proposal is deemed to be the most advantageous to TAD, after considering the relative importance of price and the other evaluation factors set forth herein.

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In the spaces provided, please indicate the monthly "not to exceed" fee.

(1<sup>st</sup> Year)

(2<sup>nd</sup> Year)



3-1-2018		3-1-2019	
Thru		Thru	
2-28-2019		2-29-2020	
<u>\$ 4,000</u>	<u>\$ 48,000</u>	<u>\$ 4,000</u>	<u>\$ 48,000</u>
Monthly Fee	Total Fee	Monthly Fee	Total Fee

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(3 <sup>RD</sup> Year)		(1st 12-Month Option to Renew)	
3-1-2020		3-1-2021	
Thru		Thru	
2-28-2021		2-28-2022	
<u>\$ 4,000</u>	<u>\$ 48,000</u>	<u>\$ 4,120</u>	<u>\$ 49,440</u>
Monthly Fee	Total Fee	Monthly Fee	Total Fee

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(2 <sup>nd</sup> 12-Month Option to Renew)		(3 <sup>rd</sup> 12-Month Option to Renew)	
3-1-2022		3-1-2023	
Thru		Thru	
2-28-2023		2-29-2024	
<u>\$ 4,120</u>	<u>\$ 49,440</u>	<u>\$ 4,120</u>	<u>\$ 49,440</u>
Monthly Fee	Total Fee	Monthly Fee	Total Fee

Authorized vendor representative:

MJeni  
Signature

1-25-2018  
Date

Melissa Jenkins  
Printed/Typed Name

817-420-5721  
Telephone Number

Frost Insurance Agency  
Firm Name

817-420-5750  
Fax Number

E-mail Address Melissa.jenkins@frostinsurance.com

Street Address 4200 S. Hulen Street, Suite 330

Fort Worth                      TX                      76109  
City                                      State                                      Zip

## Greg Garza

---

**From:** Jeff Craig  
**Sent:** Tuesday, February 9, 2021 3:11 PM  
**To:** Janet Campanella; Greg Garza  
**Subject:** FW: Thanks and renewal info

Fyi below

---

**From:** Jeff Craig  
**Sent:** Wednesday, January 27, 2021 4:37 PM  
**To:** 'Anderson, Jeff'  
**Subject:** RE: Thanks and renewal info

Thanks!

---

**From:** Anderson, Jeff [mailto:jeff.anderson@frostinsurance.com]  
**Sent:** Wednesday, January 27, 2021 4:04 PM  
**To:** Jeff Craig  
**Subject:** RE: Thanks and renewal info

**CAUTION: This email originated from outside of TAD. If it contains attachments and / or embedded links, please do not open them unless you (1) recognize the sender and (2) are certain that the content is safe. For assistance determining if an attachment or link is safe, please contact Tech Support before opening.**

Jeff, thanks so much for this email. I am sorry I am just now responding. Had my computer blow up on me and trying to play catch up. I like to respond to messages such as this very promptly! As always, it is a true pleasure working with you and your leadership and as a member of this community, I appreciate seeing first hand, our Appraisal District in great hands. We will continue to work hard for you and as always work to exceed your expectations!

Cheers my friend!

Sincerely,

Jeff Anderson  
Senior Vice President – Frost Insurance  
Frost- Banking, Investments, Insurance  
640 Taylor Street, Fort Worth, TX 76102

Office: 817-420-5726 | Cell: 817-897-6799

Email: [Jeff.Anderson@frostinsurance.com](mailto:Jeff.Anderson@frostinsurance.com)

\*\*Visit our website at [www.frostinsurance.com](http://www.frostinsurance.com) to review our articles, tips and tools for Health Care Reform, Compliance and Wellness\*\*

Please know that coverage cannot be automatically bound via voicemail, email or fax.

Integrity \* Caring \* Excellence

This email is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged. If the reader of this email is not the intended recipient, you are hereby notified that distribution or copying is strictly prohibited. If you have received this in error, please notify us and destroy the original message. Thank you.

**From:** Jeff Craig [mailto:JCraig@TAD.org]  
**Sent:** Tuesday, January 26, 2021 1:23 PM  
**To:** Anderson, Jeff <[jeff.anderson@frostinsurance.com](mailto:jeff.anderson@frostinsurance.com)>  
**Subject:** [EXTERNAL] Thanks and renewal info

Hi Jeff,

Just wanted to say thanks for Frost's help with our annual enrollment today. As always ... well done!

Also, so you'll know, I am approving the first renewal option for the Frost's consulting services which will run from March 1, 2021 until February 28, 2022. We have two additional renewal options in our agreement that, if executed, will take us out to February 29, 2024.

I know that was a question at the end of the year as we were working on this year's renewals.

Hope all is well!

*Jeff Craig*

Jeff Craig  
Director of Administration



2500 Handley-Ederville Rd.  
Fort Worth, Texas 76118  
817-595-6002 direct  
817-595-6198 fax  
[jcraig@tad.org](mailto:jcraig@tad.org)



**TARRANT APPRAISAL DISTRICT  
OUTSIDE REQUISITION**

REQ. NO. 14910

2-9-2021

DATE

DEPARTMENT

DEPT. # / ACCOUNT LINE #

BUDGET PAGE #

DESCRIPTION	QTY.	UNIT	UNIT COST	EXTENSION
FROST INSURANCE	12	<del>HR</del>	4,120	49,440
GROUP INSURANCE		MON		
CONSULTING				
START 3-1-2021				
END 2-28-2022				

GREG GARZA

REQUISITIONED BY

DATE REQUIRED

EXPLANATORY REMARKS/JUSTIFICATION

DEPARTMENT HEAD APPROVAL

BUDGET APPROVAL

EXECUTIVE APPROVAL

SUGGESTED SUPPLIER

ONE YEAR RENEWAL

VENDOR NAME

FROST INSURANCE

ADDRESS

CITY/ST/ZIP

PHONE

2-23-2021

DATE ORDERED

GG

INITIALS

## Greg Garza

---

**From:** Greg Garza  
**Sent:** Tuesday, January 26, 2021 11:13 AM  
**To:** Janet Campanella; Jeff Craig  
**Subject:** RE: Renew Contract for another year?? Group Insurance Consulting Services

We have the option to renew three times. The last renewal, if we choose to exercise this option, will cover the period of 3-1-2023 thru 2-29-2024.

We need to write a New PO for this first renewal which is for 3-1-2021 thru 2-28-2022. I will write this and put it in your inbox.

\$ 4,000      \$ 48,000  
Monthly Fee    Total Fee

\$ 4,000      \$ 48,000  
Monthly Fee    Total Fee

(3<sup>RD</sup> Year)

3-1-2020

Thru

2-28-2021

(1st 12-Month Option to Renew)

3-1-2021

Thru

2-28-2022

\$ 4,000      \$ 48,000  
Monthly Fee    Total Fee

\$ 4,120      \$ 49,440  
Monthly Fee    Total Fee

(2<sup>nd</sup> 12-Month Option to Renew)

3-1-2022

Thru

2-28-2023

(3<sup>rd</sup> 12-Month Option to Renew)

3-1-2023

Thru

2-29-2024

\$ 4,120      \$ 49,440  
Monthly Fee    Total Fee

\$ 4,120      \$ 49,440  
Monthly Fee    Total Fee

19

Authorized vendor representative:

Njemi

1-25-2018

**Kurt Myers, previously also J.K. Consulting, LLC.**



# PURCHASE ORDER

TARRANT APPRAISAL DISTRICT  
 2500 HANDLEY-EDERVILLE ROAD  
 FORT WORTH, TEXAS 76118-6909  
 Ph: 817-595-6007 Fax: 817-595-6198

**VENDOR:**  
 Kurt E. Myers  
 424 Traveller St.  
 Hickory Creek, TX 75065

**PURCHASE ORDER NO.** 12000  
**ORDER DATE:** December 22, 2020  
**Bid Number:**  
**TAX EXEMPTION NO.** 1-75-1695033-8

**BILL TO:**  
 TARRANT APPRAISAL DISTRICT  
 ATTN: ACCOUNTS PAYABLE  
 2500 HANDLEY-EDERVILLE ROAD  
 FORT WORTH, TX 76118-6909

**SHIP TO:**  
 Tarrant Appraisal District  
 2500 Handley Ederville Road  
 Fort Worth, TX 76118-6909

**DELIVERY NOTE:** Only deliver 8:15 A.M. til 4:30 P.M. – Monday through Friday (Except Holidays)

**BILLING NOTE:** Original and remittance copy of invoice are required for payment.

<b>SHIP VIA</b>	<b>F.O.B.</b>	<b>TERMS</b>	<b>DELIVERY DATE REQUIRED</b> See Below
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**TERMS AND CONDITIONS:**

The Tarrant Appraisal District reserves the right to cancel all or any part of this order if not shipped as required or instructed.  
 All goods and services shall be subject to Tarrant Appraisal District approval. Unsatisfactory goods will be returned at the vendor's expense.  
 No substitute will be accepted without prior written approval from the Tarrant Appraisal District Purchasing Division.  
 No federal, state or city tax shall be included when goods are delivered to the above address.  
 No responsibility will be assumed for verbal orders given by employees outside the Purchasing Division.  
 No additional charge will be allowed for packing, crating, boxing, and/or handling.  
 Cash discount period will date from receipt of the invoice or from date of receipt of goods at delivery destination.

**DESCRIPTION OF ARTICLES OR SERVICE**

This Purchase Order constitutes an agreement for consultation services per the attached Statement of Work and the terms below:

**TIME PERIOD:** *This contract is valid from 12-26-2020 and is ongoing until cancelled in writing.*

**PAY RATE:** \$90 per hour. It is understood that contractor will work 40 hours per week with the exception of holidays and approved time off for occurrences such as vacation, doctor's appointment, sick time, etc. Payment will be for actual hours worked and does not include TAD designated holidays. Working more or less than 40 hours per week must be approved in advance by Jeff Law.

**INVOICE:** An invoice must be submitted every two weeks for hours worked and payment will be made within 15 days after receipt of invoice.

**TERMINATION:** This contract may be terminated by either party with a two-week written notice.

**TRAVEL:** TAD does not anticipate incurring any travel expenses. However, an allowance can be made with advance approval from Jeff Law and guidelines will be per TAD existing travel policies.

<p><b>PURCHASING AGENT SIGNATURE AND DATE:</b>  </p>	<p><b>CONSULTANT SIGNATURE AND DATE:</b>  </p>
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# Kurt Myers

## STATEMENT OF WORK

### Scope of Services

Kurt Myers will provide consulting services to the Tarrant Appraisal District as mutually agreed upon and described in this Statement of Work. These consulting services will include (but are not limited to) Quality Control for certain products created from the Aumentum software and Leading the TAD Aumentum Users Group.

### Responsibilities

Quality Control (for certain products created from the Aumentum software) responsibilities include:

1. Ensure a high level of product quality for internal and external customers through the creation of the Quality Control Plan/Process and the Regression Test Plan.
2. Supervise team engaged in inspection and testing activities to ensure high quality and high data integrity.
3. Provide technical and statistical expertise to team.
4. Formulate, document and maintain quality control standards and on-going quality control objectives.
5. Coordinate objectives with production procedures in cooperation with Aumentum Technologies Liaison to maximize product reliability and minimize costs.
6. Create, document and implement inspection criteria and procedures.
7. Provide and/or oversee inspection activity for products throughout annual cycle.

TAD Aumentum Users Group Lead responsibilities include:

1. Lead, moderate, and prioritize meeting topics of the Group in a manner and with an agenda that best suits the requirements of TAD as a whole at that time.
2. Act as a liaison between the Group and Aumentum Technologies, the Director of Information Services, and the Chief Appraiser
3. Ensure the timely action of Members of the Group and Aumentum Technologies on product-related topics and tasks

### Projected Start Date

This Scope of Services is projected to begin on 12/26/2020.

### Signatures

Consultant Kurt E Myers

Signature [Handwritten Signature]

Date 12/22/2020

TAD JEFF CRAIG

Signature [Handwritten Signature]

Title DIRECTOR OF ADMINISTRATION

Date 12/22/2020

## Greg Garza

---

**From:** Jeff Craig  
**Sent:** Friday, December 18, 2020 12:22 PM  
**To:** Jeffery D. Law; DJ Whitehead; Terrisa Stewart  
**Cc:** Greg Garza  
**Subject:** FW: Transition from JK to KM to BIS

**Importance:** High

All,

Talked with Kurt this morning. Good conversation and I think I have a good understanding of how things may need to be going forward. His notes of our call are below. Here is a summary of my notes:

- Kurt will become an employee of BIS
- JK Consulting will shut down at end of year
- His role with them will be "consulting work"
- BIS presently does not have a CAMA product or Tax product and as far as he knows doesn't plan to develop or acquire in the foreseeable future. (The project to partner with the CAMA firm from Indiana ended without an agreement to partner together).
- For 2021, he believes the work on our NCD will still be his priority at BIS as he still believes he has some things to complete including something Grapevine has requested. (Will have to get same understanding from BIS?)
- Agreement with JK Consulting will end and we will need to have an agreement with BIS for him to continue working with us.
- He believes we might benefit from folks with other expertise at BIS through an agreement. (Other resources)
- Finish up billing through JK by December 31. (Will have to put in place a temporary arrangement?)
- Will need to get with Brandon and Brit @ BIS to negotiate agreement/contract
- Upcoming meeting with BIS is already scheduled for 1/14/2021 on related topic?

Again, Kurt's notes are below.

---

**From:** Kurt Myers  
**Sent:** Friday, December 18, 2020 9:57 AM  
**To:** Jeff Craig  
**Subject:** Transition from JK to KM to BIS

Jeff,

Thanks for meeting with me today and your continued trust in me as a consultant at TAD.

I know we have accomplished some great things to-date AND we have more plans for the future to continue to identify areas where we can improve performance and productivity thru software automation and processes.

Thus, per our meeting today, following is our tentative plan to continue to move forward:

- JK final bill on 12/25/2020
- Greg prepare agreement between TAD and Kurt Myers (like the previous one) prior to 1/8/2021 ... can we do this via email (Kurt sign, scan and send back)?
- Kurt Myers bill TAD on 1/8/2021 and 1/22/2021
- By 1/8/2021, BIS send agreement to Jeff Craig to review for consulting services from BIS to TAD (with specific verbiage regarding Kurt Myers)
- BIS/TAD sign final agreement on 1/14 (unless there are outstanding issues to resolve) for services to begin on 1/25/2021

Let me know anything that is incorrect or you do not agree with 😊

Thanks,

Kurt

Merry Christmas and Happy New Year!

**Nichols, Jackson, Dillard, Hager & Smith L.L.P.**

**NICHOLS, JACKSON, DILLARD, HAGER & SMITH, L.L.P**

Peter G. Smith, Managing Partner  
(214) 665-3365  
E-mail: psmith@njdhs.com

Attorneys & Counselors at Law  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201  
(214) 965-9900  
Fax (214) 965-0010  
E-mail NJDHS@NJDHS.com

ROBERT L. DILLARD, JR. (1913-2000)  
H. LOUIS NICHOLS (1916-2010)

ROBERT L. DILLARD, III  
OF COUNSEL  
LAWRENCE W. JACKSON  
OF COUNSEL

June 3, 2016

Mr. Jeffery D. Law  
Chief Appraiser  
Tarrant Appraisal District  
2500 Handley Ederville Road  
Fort Worth, Texas 76118

Dear Mr. Law:

Due to the increased costs of health care, other employee benefits, technology, and inflation, it will be necessary to increase our hourly rate for general legal services to \$185.00 per hour, effective beginning October 1, 2016.

We have not increased our hourly rates in two (2) years. As a result, the Firm's hourly rate has not kept track with the costs of inflation and operational increases. Even with an increase, our rate for legal services is very competitive compared to other law firms providing legal services to local governments and the public sector.

We will continue to provide the best legal services on a cost effective basis. As always, it is an honor and pleasure to serve you.

Thank you for your attention. If you have any questions please do not hesitate to contact us.

Very truly yours,

**NICHOLS, JACKSON, DILLARD  
HAGER & SMITH, L.L.P.**

By: 

Peter G. Smith

PGS:cb:cc

cc: Mr. William F. Durham

TM

**Purdue Brandon Fielder Collins & Mott, L.L.P.**



**Christopher S. Jackson**  
Partner

3301 Northland Drive, Suite 505  
Austin, Texas 78731

**p:** 512-610-0730

**f:** 512-323-6963

**e:** cjackson@pbfc.com

**w:** www.pbfc.com

September 11, 2019

Mr. Jeff Law, Chief Appraiser  
Tarrant Appraisal District  
2500 Handley-Ederville Rd.  
Fort Worth, TX 76118

**RE: PBFCM Attorney Billable Hourly Rate Increase Effective January 1, 2020**

Dear Mr. Law:

Perdue Brandon Fielder Collins & Mott LLP is increasing its attorneys' billable hourly rates on January 1, 2020. The new hourly rate will be \$215 per hour, an increase of \$15 per hour. Our current rate of \$200 an hour has been in effect since January 1, 2015. Our paralegals' hourly rates will remain at \$95 per hour.

In addition to this slight increase, we also reserve the right to charge a higher rate for certain complex or high value lawsuits. These complicated suits require more time and resources, so to reflect that we may bill at a higher rate. If a case you forward to us falls within this category, we will notify you and discuss a reasonable rate applicable to that case and enter into a separate agreement. Examples of cases that may fall within this category are refineries, plants, and large special use properties. Additionally, representation for any TDLR Complaint would also require a separate agreement.

We do not increase our rates very often or thoughtlessly. While we are not happy about this announcement, we are confident your District will continue to be pleased with our superior services. Please call if you have any further questions or concerns. If our proposed increase is acceptable, please sign and date this notice below and return it to me via mail, email, or facsimile.

We appreciate representing your District and look forward to continued business together.

Sincerely,

Christopher S. Jackson  
Partner

Agreed:

  
Chief Appraiser

Date: 12/25/ 2019



STATE OF TEXAS

§  
§  
§  
§  
§

COUNTY OF TARRANT

**AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT is made and entered into on this the 8<sup>th</sup> day of April, 2015, by and between the Tarrant Appraisal District, hereinafter referred to as the "Client" and Perdue, Brandon, Fielder, Collins & Mott, L.L.P., hereinafter referred to as the "Law Firm."

**RECITALS**

The Client desires the advice and consultation of a Law Firm concerning the conduct of its business.

The attorneys of the Law Firm are licensed to practice law in the State of Texas and desire to render their professional services to the Client as provided herein.

THEREFORE, the Client hereby engages the services of the Law Firm and in consideration of the mutual promises herein, the parties agree as follows:

**CONSULTATION AND REPRESENTATION SERVICES**

1. The Law Firm will advise the Client and the Client's employees and agents in the regular conduct of the Client's business by telephone, electronic correspondence, or other means of communication. The Law Firm will render legal advice incidental to such consultation. The Law Firm will provide written advice pursuant to such consultations when requested by the Client. The Law Firm will review legal documents and contracts when requested. The Law Firm will conduct in person consultation and render legal advice to the Board of Directors or the Chief

Appraiser when requested. The Law Firm will prosecute or defend any legal or equitable action or claim in court and represent the Client before any governmental agency or administrative body when requested by the client and agreed to by the Law Firm. The Law Firm may also offer legal advice on behalf of the Client before the Appraisal Review Board of Tarrant County when requested. If the Appraisal Review Board is improperly included as a defendant in a petition for review, pursuant to Tax Code Section 42.21(b) and this Agreement, the Client may retain the Law Firm to file an answer and seek a dismissal of the Appraisal Review Board of Tarrant County as an improper party.

#### COMPENSATION

2. For litigation and other matters, beginning on <sup>May 9<sup>(8)</sup></sup> ~~January~~ 1, 2015, with the exception of Mr. Robert Mott, the Client agrees to pay the Law Firm the sum of \$200 per hour for all attorneys, plus expenses for legal services rendered. Mr. Robert Mott's hourly rate shall instead be \$250 per hour, plus expenses for legal services rendered. Expenses shall include, but are not limited to, postage, legal research charges (for example, Westlaw or Lexis), airfare, fuel, car rental fees and hotel expenses if overnight travel is reasonably necessary to provide legal services to the Client. The Client agrees to pay the Law Firm the sum of \$95 per hour for all paralegal and legal secretarial work. The Law Firm agrees to provide the Client with at least 30 days written notice of any hourly rate increase or decrease.

#### DEVOTION OF TIME AND ADDITIONAL SERVICES

3. The Law Firm agrees to make itself available for consultation with the Client, at reasonable times, at the request of the Client. Should the Client require additional services not included in this Agreement, the attorneys of the Law Firm may enter into any additional services at the request of the Client, if the Law Firm's schedule permits and the additional services do not

decrease the effectiveness of the Law Firm's regular services rendered pursuant to this Agreement.

**TERM AND MODIFICATION**

4. The Agreement shall be effective on the date and year first written above and shall be in effect until it is terminated, by a party, by giving 30 days written notice to the other party via First Class Certified U.S. Mail, Return Receipt Requested. The provisions in this Agreement may later be modified by the written agreement of both parties.

**GOVERNING LAW**

5. The laws of the State of Texas shall govern the validity of this Agreement, any of its terms or provisions, or any rights and duties of the parties hereunder.

Executed first in Tarrant County, Texas, on the date and year first written above.

**CLIENT:**

BY:



JEFFERY D. LAW  
EXECUTIVE DIRECTOR AND CHIEF APPRAISER  
TARRANT APPRAISAL DISTRICT  
2500 Handley-Ederville Road  
Fort Worth, Texas 76118  
Tel: (817) 284-0024

**LAW FIRM:**

BY:



SANDRA GRIFFIN  
CHRISTOPHER S. JACKSON  
PARTNERS  
PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.  
3301 Northland Drive, Suite 505  
Austin, Texas 78731  
Tel: (512) 302-0190

Date: April 8, 2015

**Pictometry International Corp.**  
Approved by vote of Board 08/14/2020

Turning to Action **Item 6(h)** (Recording begins at 1:53:49) (2<sup>nd</sup> Recording begins at 2:02:57)

Consider authorizing refund/credit of unspent funds from FY 2019

Chairman O'Donnell asked for a motion; Ms. Wilemon moved to approve; Ms. Burgess seconded the motion; and the motion carried unanimously.

This action item is interrupted by discussion of whether or not it is acceptable be able to change a previous vote. The possibility of a Motion to Re-consider is addressed and then it is decided to remain with the passing of the budget for FY2021.

The Board then turns to **Action Item 6(i)** (Recording begins at 2:05:57):

Consider authorizing medical benefits for retirees and awarding contract for retiree group medical insurance for 2021

Chairman O'Donnell asked for a motion; Ms. Burgess moved to approve; and Ms. Wilemon seconded the motion; motion carried unanimously.

Chairman O'Donnell then turned to **Action Item 6(j)** (Recording begins at 2:08:36),

Consider authorizing execution of Amendment to Agreement Dated December 31, 2018 Between Pictometry International Corp ("Pictometry") and Tarrant Appraisal District ("Customer")

Chairman O'Donnell asked for a motion; Mr. DeOtte moved to approve; Ms. Wilemon seconded the motion; and the motion carried unanimously.

Chairman O'Donnell then turned to **Action Item 6(k)** (Recording begins at 2:11:23),

Consider authorizing execution of Interlocal Agreement Renewal Between Tarrant County and the Tarrant Appraisal District for Sheriff's Department Security Services

Chairman O'Donnell asks for a motion; Ms. Burgess moved to approve; Ms. Wilemon seconded the motion; and the motion carried unanimously.

Chairman O'Donnell then turned to **Action Item 6(l)** (Recording begins at 2:18:58):

Consider authorizing upgrade of Voice Over Internet Protocol (VoIP) phone system

Chairman O'Donnell asked for a motion; Ms. Wilemon moved to approve; Ms. Burgess seconded the motion; and the motion carried unanimously.

Having concluded its deliberation of Action Items, the Board turned to **Information Items 7(a)-(b)**, report of Taxpayer Liaison (Recording begins at 2:20:56), and report of Chief Appraiser (Recording begins at 2:22:44).

After announcing its next meeting date is November 13, the Board adjourned.

  
Chairman

\_\_\_\_\_  
Secretary

**TARRANT APPRAISAL DISTRICT**

**2500 Handley Ederville Road  
Fort Worth, TX 76118-6909  
Direct Line 817.595.6007 Fax 817.595.6198**

Vendor:

Pictometry International Corp.  
P>O> Box 735288  
Dallas, TX 75373-5288

**Purchase Order No. 12069**

ORDER DATE: 4/2/2021

TAX EXEMPTION NO. 1-75-1695033-8

Billing Address:

Tarrant Appraisal District  
Attn: Accounts Payable  
2500 Handley-Ederville Road  
Fort Worth, TX 76118-6909

Shipping Address:

Attention :  
Tarrant Appraisal District  
2500 Handley-Ederville Road  
Fort Worth, TX 76118-6909

Shipping Method:

FOB:

Item Description	Unit	Quantity	Unit Price	Total	Date Required
Pictometry Amendment...see attached documents					

This internal po is meant for document tracking for the attached Pictometry Amendment.

**TERMS AND CONDITIONS:**

The Tarrant Appraisal District reserves the right to cancel all or any part of this order if not shipped as required or instructed.  
All goods and services shall be subject to Tarrant Appraisal District approval. Unsatisfactory goods will be returned at the vendor's expense.  
No substitute will be accepted without prior written approval from the Tarrant Appraisal District Purchasing Division.  
No federal, state or city tax shall be included when goods are delivered to the above address.  
No responsibility will be assumed for verbal orders given by employees outside the Purchasing Department.  
No additional charge will be allowed for packing, crating, boxing, and/or handling.  
Cash discount period will date from the date of receipt of goods at delivery destination.

**DELIVERY NOTE:** Only deliver 8:15 A.M. til 4:30 P.M. - Monday through Friday (Except Holidays)

PURCHASING AGENT SIGNATURE:	<b>Contact Purchasing for questions regarding this purchase order. Direct Line: 817.595.6007 Fax: 817.595.6198</b>
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## Greg Garza

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**From:** Jeff Craig  
**Sent:** Tuesday, August 25, 2020 8:46 AM  
**To:** Greg Garza  
**Cc:** Terrisa Stewart; DJ Whitehead; Karina Dawson  
**Subject:** Amendment to Pictometry Agreement C6777676202-06-03  
**Attachments:** TX Tarrant Appraisal District\_Pictometry Amendment\_8-24-20\_FINAL.pdf; TAD\_TC911\_ILA\_EXT #5 Amend #2 - signed.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Here is the amendment, signed by both parties, to the Pictometry Agreement for your files. Also attached is the amended interlocal agreement with Tarrant County 9-1-1 that ensures they pick up the additional costs from the amendment.



**AMENDMENT TO AGREEMENT DATED DECEMBER 31, 2018 BETWEEN  
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND  
 TARRANT APPRAISAL DISTRICT (“CUSTOMER”)**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this “Amendment”) is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated December 31, 2018 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the “Agreement”). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms  
 Appendix 1: Photogrammetric Product Specifications

2. MODIFICATIONS TO AGREEMENT:

- a. The Third, Fourth, Fifth, and Sixth Projects of the Agreement are deleted in their entirety and replaced with the Third, Fourth, Fifth, and Sixth Projects set forth in Section A of this Amendment.
- b. Appendix 1: Photogrammetric Product Specifications and Maps attached to this Amendment shall be added to the Agreement.
- c. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

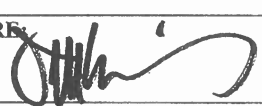

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
2500 Handley-Ederville Road	25 Methodist Hill Drive
Fort Worth, TX 76118	Rochester, NY 14623
Attn: Jeff Craig, Director of Administration	Attn: General Counsel
Phone: (817) 595-6002 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

**PARTIES:**

CUSTOMER	PICTOMETRY
TARRANT APPRAISAL DISTRICT	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: JEFF CRAIG	NAME: Brian Brockmann
TITLE: DIRECTOR OF ADMINISTRATION	TITLE: Corporate Vice President
DATE: AUGUST 21, 2020	EXECUTION DATE: 8/24/2020
	DATE OF RECEIPT (EFFECTIVE DATE): 8/24/2020

**SECTION A****PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623

**ORDER #**

C6777676

<b>BILL TO</b>
Tarrant Appraisal District
Jeff Craig, Director of Administration
2500 Handley-Ederville Road
Fort Worth, TX 76118
(817) 595-6002
jcraig@tad.org

<b>SHIP TO</b>
Tarrant Appraisal District
Jeff Craig, Director of Administration
2500 Handley-Ederville Road
Fort Worth, TX 76118
(817) 595-6002
jcraig@tad.org

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A117601	KBeer	Annual

<b>THIRD PROJECT</b>					
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>DISCOUNT PRICE (%)</b>	<b>AMOUNT</b>
1,183	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$397.50 (.625% - Long Term Incentive Discount)	\$470,242.50
1,183	Reveal Certified Ortho Property	Certified Ortho upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$50.00		\$59,150.00
1,183	Reveal TrueTouch Property	TrueTouch is the application of visual improvements to customers' orthomosaic imagery Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$50.00		\$59,150.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$0.00 (100%)	\$0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from	\$2,000.00	\$0.00 (100%)	\$0.00

		<p>multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>			
1	Oblique Imagery Bundle with Two (2) Years of Maint & Support	<p>Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and ten (10) hours of telephone support.</p> <p>Applicable Terms and Conditions: Software License Agreement</p>	\$0.00		\$0.00
<b>SUBTOTAL - THIRD PROJECT</b>					<b>\$588,542.50</b>

<b>FOURTH PROJECT</b>					
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>DISCOUNT PRICE (%)</b>	<b>AMOUNT</b>
1,183	Reveal Essentials Property	<p>Provides high resolution ortho imagery at a Property level. Deliverables include measurable ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p>	\$180.00	\$90.00 (50% - Long Term Incentive Discount)	\$106,470.00
1	CONNECT ImageService CA	<p>Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$2,000.00	\$0.00 (100%)	\$0.00
1	Pictometry Connect - CA - 100	<p>Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement</p>	\$3,300.00	\$0.00 (100%)	\$0.00
1,183	Reveal TrueTouch Property	<p>TrueTouch is the application of visual improvements to customers' orthomosaic imagery</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p>	\$50.00	\$0.00 (100% - Long Term Incentive Discount)	\$0.00

1,183	Reveal Certified Ortho Property	Certified Ortho upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$50.00	\$0.00 (100% - Long Term Incentive Discount)	\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
<b>SUBTOTAL - FOURTH PROJECT</b>					<b>\$106,470.00</b>

<b>FIFTH PROJECT</b>					
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>DISCOUNT PRICE (%)</b>	<b>AMOUNT</b>
1,183	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$397.50 (.625% - Long Term Incentive Discount)	\$470,242.50
1,183	Reveal Certified Ortho Property	Certified Ortho upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$50.00		\$59,150.00
1,183	Reveal TrueTouch Property	TrueTouch is the application of visual improvements to customers' orthomosaic imagery Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$50.00		\$59,150.00
1	Oblique Imagery Bundle with Two (2) Years of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and ten (10) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$0.00 (100%)	\$0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the	\$2,000.00	\$0.00 (100%)	\$0.00

		usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions			
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
<b>SUBTOTAL – FIFTH PROJECT</b>					<b>\$588,542.50</b>

**SIXTH PROJECT**

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1,183	Reveal Essentials Property	Provides high resolution ortho imagery at a Property level. Deliverables include measurable ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$180.00	\$90.00 (50% – Long Term Incentive Discount)	\$106,470.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$2,000.00	\$0.00 (100%)	\$0.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions, Software License Agreement	\$3,300.00	\$0.00 (100%)	\$0.00

1,183	Reveal TrueTouch Property	TrueTouch is the application of visual improvements to customers' orthomosaic imagery Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$50.00	\$0.00 (100% - Long Term Incentive Discount)	\$0.00
1,183	Reveal Certified Ortho Property	Certified Ortho upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$50.00	\$0.00 (100% - Long Term Incentive Discount)	\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
<b>SUBTOTAL - SIXTH PROJECT</b>					<b>\$106,470.00</b>

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	<b>\$1,989,787.00</b>
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<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

**FEES; PAYMENT TERMS**

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

**THIRD PROJECT**

Due at Initial Shipment of Imagery	\$347,506.25
Due at First Anniversary of Shipment of Imagery	\$241,036.25
<b>Total Payments</b>	<b>\$588,542.50</b>

**FOURTH PROJECT**

Due at Initial Shipment of Imagery	\$106,470.00
<b>Total Payments</b>	<b>\$106,470.00</b>

**FIFTH PROJECT**

Due at Initial Shipment of Imagery	\$347,506.25
Due at First Anniversary of Shipment of Imagery	\$241,036.25
<b>Total Payments</b>	<b>\$588,542.50</b>

**SIXTH PROJECT**

Due at Initial Shipment of Imagery	\$106,470.00
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**Total Payments**

**\$106,470.00**

**PRODUCT PARAMETERS**

**THIRD PROJECT  
IMAGERY**

**Product:** **Reveal Essentials+ Property**  
*Leaf:* Leaf Off: Less than 30% leaf cover

**CONNECT**

**Product:** **Pictometry Connect - CA - 100**  
*Admin User Name:* Jeff Craig  
*Admin User Email:* jcraig@tad.org  
*Geofence:* TX Dallas TX Denton TX Ellis TX Johnson TX Palo Pinto TX Parker TX Tarrant (Primary Geofence)

**FOURTH PROJECT  
MOSAIC TILES**

**Product:** **Reveal Essentials Property**  
*Leaf:* Leaf Off: Less than 30% leaf cover

**Product:** **Reveal TrueTouch Property**  
*Leaf:* Leaf Off: Less than 30% leaf cover

**Product:** **Reveal Certified Ortho Property**  
*Leaf:* Leaf Off: Less than 30% leaf cover

**CONNECT**

**Product:** **Pictometry Connect - CA - 100**  
*Admin User Name:* Jeff Craig  
*Admin User Email:* jcraig@tad.org  
*Geofence:* TX Dallas TX Denton TX Ellis TX Johnson TX Palo Pinto TX Parker TX Tarrant (Primary Geofence)

**FIFTH PROJECT  
IMAGERY**

**Product:** **Reveal Essentials+ Property**  
*Leaf:* Leaf Off: Less than 30% leaf cover

**CONNECT**

**Product:** **Pictometry Connect - CA - 100**  
*Admin User Name:* Jeff Craig  
*Admin User Email:* jcraig@tad.org  
*Geofence:* TX Dallas TX Denton TX Ellis TX Johnson TX Palo Pinto TX Parker TX Tarrant (Primary Geofence)

**SIXTH PROJECT  
MOSAIC TILES**

**Product:** **Reveal Essentials Property**  
*Leaf:* Leaf Off: Less than 30% leaf cover

**Product:** **Reveal TrueTouch Property**  
*Leaf:* Leaf Off: Less than 30% leaf cover

**Product:** **Reveal Certified Ortho Property**  
*Leaf:* Leaf Off: Less than 30% leaf cover

**CONNECT**

**Product:** **Pictometry Connect - CA - 100**  
*Admin User Name:* Jeff Craig  
*Admin User Email:* jcraig@tad.org  
*Geofence:* TX Dallas TX Denton TX Ellis TX Johnson TX Palo Pinto TX Parker TX Tarrant (Primary Geofence)

## APPENDIX 1

## PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

Specifications for the deliverables in this Agreement are as follows:

Product	Essentials Property
<b>Ortho frame imagery</b>	<ul style="list-style-type: none"> <li>Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in</li> </ul>
<b>Orthomosaic Specifications</b>	<ul style="list-style-type: none"> <li>Orthomosaic resolution 2in or 3in GSD (Best Available Provided)</li> <li>Typical Positional Horizontal Accuracy: 1m at a 95% confidence level</li> <li>Fully automated photogrammetric orthomosaic. Imagery may contain seamlines</li> <li>Project-wide color and contrast balancing</li> </ul>
<b>Metadata and Reporting</b>	Metadata: <ul style="list-style-type: none"> <li>Metadata generated that meets FGDC Standards upon request</li> <li>Shapefile(s) with discrete deliverable boundaries and directional metadata</li> </ul>
<b>Orthomosaic Deliverable Format (Online)</b>	Resolution: <ul style="list-style-type: none"> <li>2in or 3in GSD (Best Available Provided)</li> </ul> Access Methods: <ul style="list-style-type: none"> <li>Available via web-based viewer (Connect) - Contracted separately</li> <li>Also available via WMS/WMTS (Image Service) - Contracted separately</li> </ul>
<b>Orthomosaic Deliverable Format (Physical)</b>	Resolution: <ul style="list-style-type: none"> <li>2in or 3in GSD (Best Available Provided)</li> </ul> Projection/Coordinate System: <ul style="list-style-type: none"> <li>Customer Selectable</li> </ul> Datum: <ul style="list-style-type: none"> <li>Customer Selectable</li> </ul> File Format: <ul style="list-style-type: none"> <li>Mosaic Tiles               <ul style="list-style-type: none"> <li>Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file</li> <li>Includes separate Pictometry Map Image (PMI) trailer file</li> </ul> </li> <li>Project-Wide Mosaic               <ul style="list-style-type: none"> <li>Available in ECW, MrSID (All versions) format</li> </ul> </li> </ul>
<b>Ortho Frame Imagery Deliverable Format</b>	Access methods: <ul style="list-style-type: none"> <li>Available via web-based viewer (Connect) - Contracted separately</li> </ul>
<b>Delivery Timeline</b>	<ul style="list-style-type: none"> <li>Best efforts to make frame imagery available online within 20 days of capture complete</li> <li>Best efforts to make ortho imagery available online and/or ready for physical delivery within 30 days of capture completion</li> </ul>

Product	Essentials+ Property
<b>Ortho frame imagery</b>	<ul style="list-style-type: none"> <li>Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in</li> </ul>
<b>Orthomosaic Specifications</b>	<ul style="list-style-type: none"> <li>Orthomosaic Resolution 2in or 3in GSD (Best Available provided)</li> <li>Typical Positional Horizontal Accuracy: 1m at a 95% confidence level</li> <li>Fully automated photogrammetric orthomosaic. Imagery may contain seamlines</li> <li>Project-wide color and contrast balancing</li> </ul>
<b>Oblique Imagery</b>	Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD: <ul style="list-style-type: none"> <li>Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines</li> </ul>
<b>Metadata and Reporting</b>	Metadata: <ul style="list-style-type: none"> <li>Metadata generated that meets FGDC Standards upon request</li> <li>Shapefile(s) with discrete deliverable boundaries and directional metadata</li> </ul>
<b>Orthomosaic Deliverable Format (Online)</b>	Resolution: <ul style="list-style-type: none"> <li>2in or 3in GSD (Best Available Provided)</li> </ul> Access Methods:



	<ul style="list-style-type: none"> <li>Available via web-based viewer (Connect) - Contracted separately</li> <li>Also available via WMS/WMTS (Image Service) - Contracted separately</li> </ul>
<b>Orthomosaic Deliverable Format (Physical)</b>	<p>Resolution:</p> <ul style="list-style-type: none"> <li>2in or 3in GSD (Best Available Provided)</li> </ul> <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> <li>Customer Selectable</li> </ul> <p>Datum:</p> <ul style="list-style-type: none"> <li>Customer Selectable</li> </ul> <p>File Format:</p> <ul style="list-style-type: none"> <li>Mosaic Tiles <ul style="list-style-type: none"> <li>Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file</li> <li>Includes separate Pictometry Map Image (PMI) trailer file</li> </ul> </li> <li>Project-Wide Mosaic <ul style="list-style-type: none"> <li>Available in ECW, MrSID (All versions) format</li> </ul> </li> </ul>
<b>Oblique Imagery &amp; Frame Imagery Deliverable Format</b>	<p>Access methods:</p> <ul style="list-style-type: none"> <li>Available via web-based viewer (Connect) - Contracted separately</li> </ul>
<b>Delivery Timeline</b>	<ul style="list-style-type: none"> <li>Best efforts to make frame imagery available online within 20 days of capture complete</li> <li>Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion</li> </ul>

## Essentials Add-on - Certified Ortho

<b>Products Related to</b>	Essentials Essentials+ Advanced
<b>Product Description</b>	<i>Certified Ortho</i> upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements
<b>Product Eligibility</b>	<ul style="list-style-type: none"> <li>Reveal Certified Ortho can only be purchased in conjunction with a related product type</li> <li>Reveal Certified Ortho is only applicable to Reveal orthomosaic imagery</li> </ul>
<b>Orthomosaic Accuracy</b>	<p>Absolute Horizontal Accuracy:</p> <ul style="list-style-type: none"> <li>Produced to meet ASPRS Horizontal Accuracy Standards of <math>\leq 3</math> px RMSE<sub>x,y</sub></li> <li>Optional 2 px RMSE<sub>x,y</sub> (where available)</li> </ul>
<b>ASPRS Accuracy Standards</b>	<a href="https://www.asprs.org/a/society/committees/standards/Positional_Accuracy_Standards.pdf">https://www.asprs.org/a/society/committees/standards/Positional_Accuracy_Standards.pdf</a>
<b>Metadata and Reporting</b>	<p>Reporting</p> <ul style="list-style-type: none"> <li>FGDC Compliant metadata</li> <li>Project report in accordance with state and local requirements</li> </ul>
<b>Optional Reporting*</b>	<ul style="list-style-type: none"> <li>Signed &amp; Sealed Produced to Accuracy Statement</li> <li>Signed &amp; Sealed Tested to Accuracy Statement <ul style="list-style-type: none"> <li>Requires Independent Accuracy Assessment to ASPRS Standards Product</li> </ul> </li> </ul>
<b>Delivery Timeline</b>	Best efforts to ensure orthomosaic and related reports will be made available online and/or ready for physical delivery within 60 – 90 days of data collected, depending on size

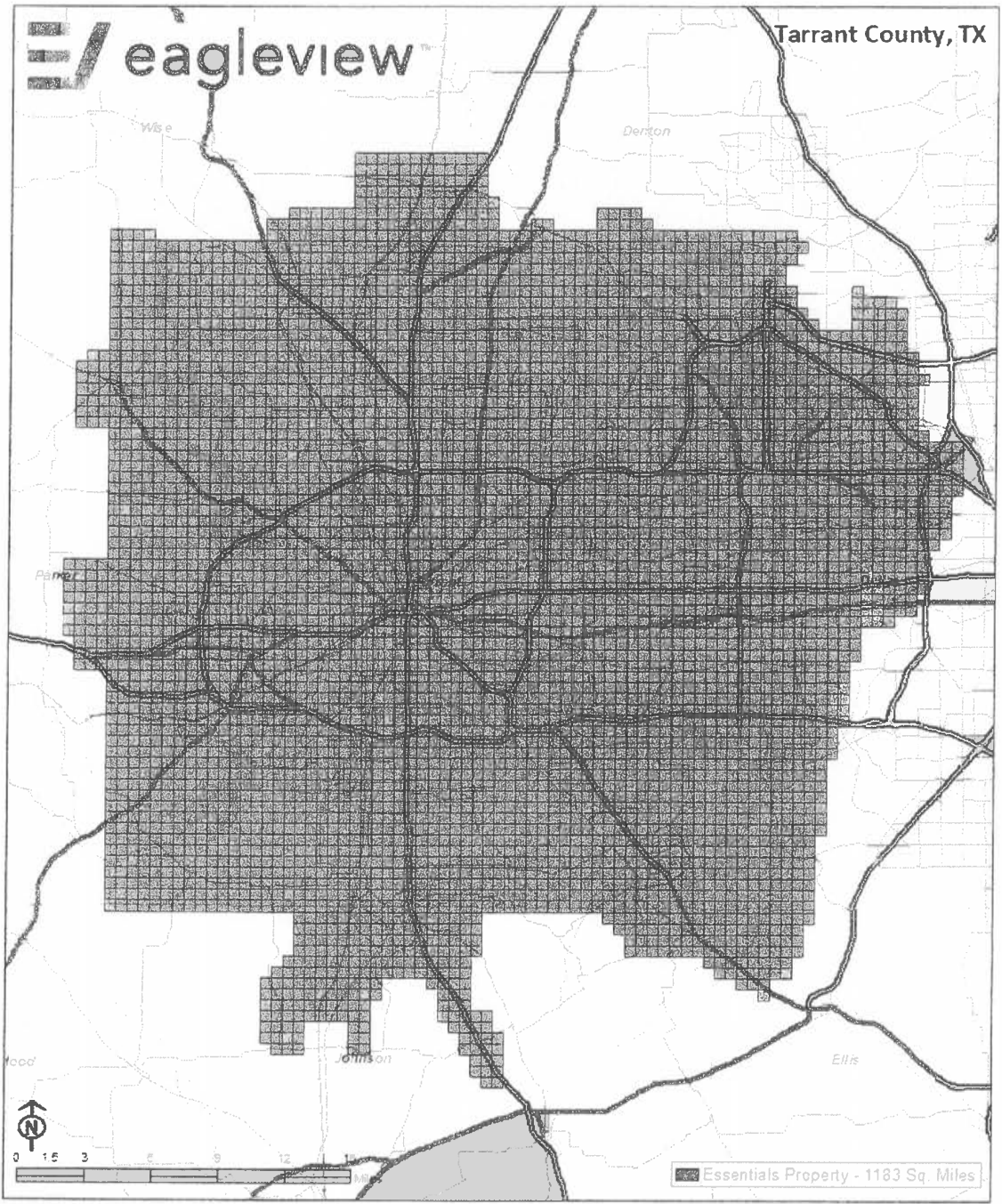
\* Available upon request. May require purchase of additional products

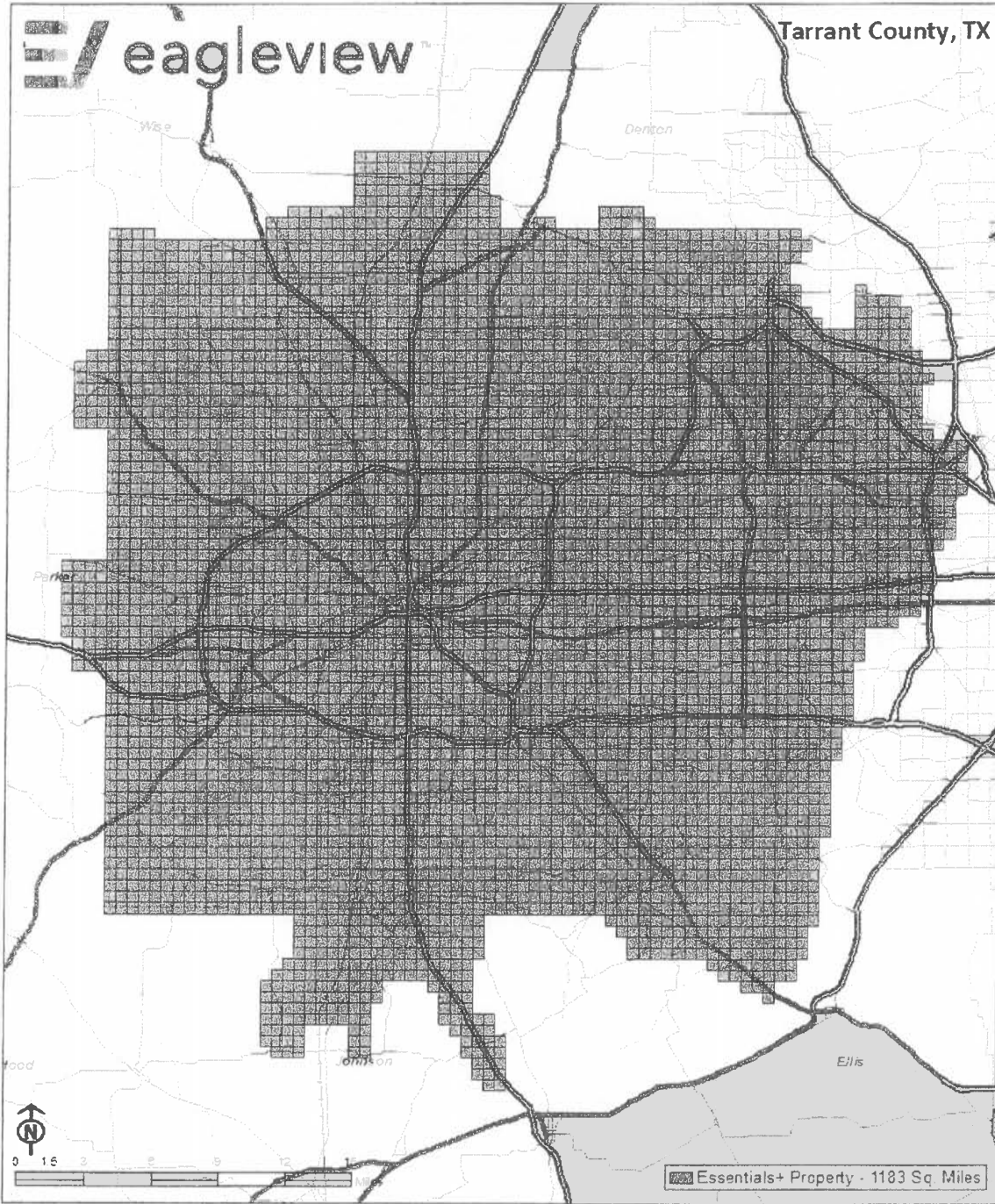
## Essentials Add-on - TrueTouch

<b>Products Related to</b>	Essentials Essentials+ Advanced
<b>Product Description</b>	TrueTouch is the application of visual improvements to customers' orthomosaic imagery
<b>Product Eligibility</b>	<p>Can only be purchased with appropriate Reveal product</p> <p>TrueTouch is only applicable to customer RGB and CIR orthomosaic imagery</p>
<b>Content Specifications</b>	<p>Seam Artifacts</p> <ul style="list-style-type: none"> <li>There will be no obvious seam edges between two adjacent orthophotos</li> </ul>

	<ul style="list-style-type: none"><li>• Orthomosaic will have edits to eliminate feature misalignment caused by seamlines which pass through features above the elevation surface including roads. Feature alignment across seamlines will be 3px or better.</li><li>○ Exceptions may include residential buildings and industrial complexes</li></ul> <p><u>Building and Bridge Lean</u></p> <ul style="list-style-type: none"><li>• Correction of bridges</li><li>• Correction of major buildings obstructing roadways</li><li>○ Exceptions may include residential buildings and industrial complexes</li></ul>
<b>Delivery Timeline</b>	<ul style="list-style-type: none"><li>• Imagery will be made available online and/or ready for physical delivery within 120 days of completion of capture</li></ul>

MAP(S)





STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL COOPERATION AGREEMENT EXTENSION # 5  
BETWEEN  
THE TARRANT APPRAISAL DISTRICT AND THE TARRANT COUNTY 9-1-1 DISTRICT FOR  
AERIAL ACQUISITION PROJECT AND SOFTWARE SERVICES**

**AMENDMENT #2**

**WHEREAS**, the Tarrant Appraisal District (hereinafter referred to as "TAD") and the Tarrant County 9-1-1 District (hereinafter referred to as "9-1-1 District") previously entered into an Interlocal Cooperation Agreement (hereinafter referred to as "Agreement") dated December 12, 2004 whereby the 9-1-1 District was granted the use of aerial images and related software pursuant to TAD's License Agreement with the Pictometry International Corporation and in accord with the terms, conditions, and provisions of the Agreement; and

**WHEREAS**, the current Interlocal Agreement is set to expire December 31, 2018, and both parties are desirous in amending and extending said Interlocal Agreement to include provisions of the Interlocal Cooperation Acts, Texas Government Code Section 791.025 (c) for both parties to seek competitive bids for imagery goods and services and share in acquisition costs; and

**WHEREAS**, Texas Interlocal Cooperation Act (**TICA**) TEX.GOV'T. CODE §791.001, et seq. provides the capability for local governments and agencies to cooperate for mutual advantage; and

**WHEREAS**, TAD and the 9-1-1 District have previously extended the aforementioned Agreement for a two-year term which expires December 31, 2018 (hereinafter referred to as "Extension # 4");

**WHEREAS**, both parties are in agreement to six more years (*3 two year terms*), with the six-year term expiring December 31, 2024;

**NOW, THEREFORE**, TAD and 9-1-1 District agree as follows:

1. Extension #4 (upon its expiration) is herewith replaced in its entirety and that certain Interlocal Cooperation Agreement dated December 12, 2004 is herewith amended, in part, as follows:

- (a) Its term is extended through December 31, 2024, and
- (b) The sub-paragraphs under the paragraph 4. Compensation heading are deleted and replaced with the following:

"A. Shared Costs: For its use of all the Tarrant County Licensed Images, Licensed Software, and other Licensed Products, the added Licensed Images encompassing the Cities of Grand Prairie and Irving, and, the training, and services provided will be shared based on Pictometry's imagery sector grid (Appendix A). The financial split for shared costs shall be 56% paid by the 9-1-1 District and 44% by TAD per year for six years.

B. The first annual fee payment shall equal 56%, and due following delivery and installation of the updated Licensed Images and associated Licensed Software at the 9-1-1 District and within 10 business days of the 9-1-1 District's receipt of an invoice for same from TAD.

C. Subject to the Interlocal Cooperation Agreement Terms and Conditions, subsequent annual fee payments shall equal 56%, and due 12 months after the installation date of the updated Licensed Images and Licensed Software and every 12 months thereafter, within 10 business days of the 9-1-1 District's receipt of an invoice for same from TAD, throughout the term of this Interlocal Cooperation Agreement.

**D. The shared payment split of 56% - 44% will persist to a maximum of \$150,000.00 for TAD's portion, and the 9-1-1 District will cover any overage that may exist on TAD's part, to a maximum of \$5,000.00.**

2. Except for the amendments stated above, the remaining provisions, terms, and conditions of the Agreement remain in full force and effect.

3. This Agreement extension shall commence on the latest of the signature dates indicated below.

**IN WITNESS WHEREOF**, duly authorized representatives of the parties hereto have executed this Interlocal Cooperation Agreement extension on the dates shown below.

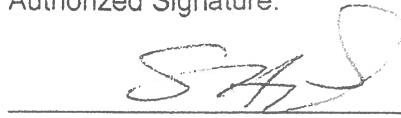
TARRANT APPRAISAL DISTRICT

TARRANT COUNTY 9-1-1 DISTRICT

Authorized Signature:

Authorized Signature:

  
\_\_\_\_\_

  
\_\_\_\_\_

Printed Name: Jeff Law

Printed Name: Shinar Haynes

Title: Executive Director/Chief Appraiser

Title: Executive Director

Date: 6/5/2020

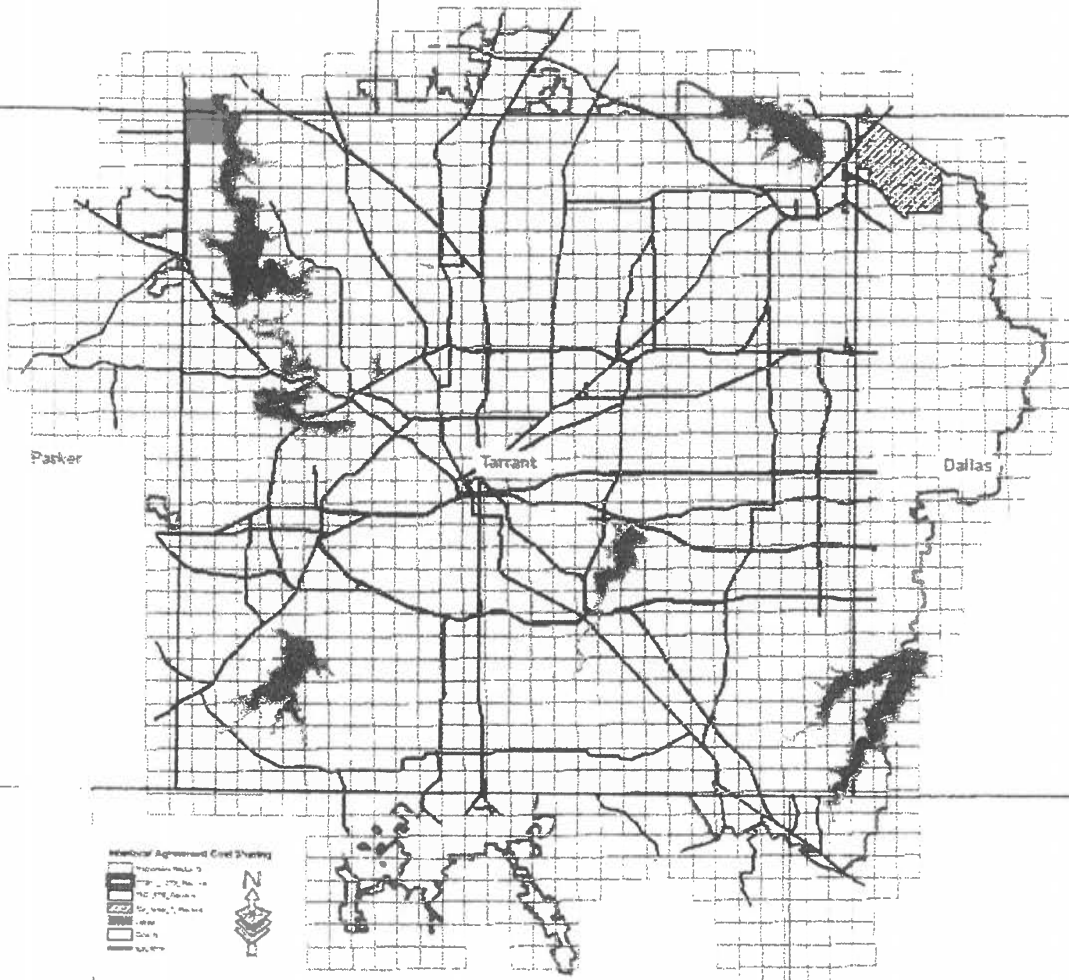
Date: 5/8/2020

# Appendix A Project Area Grid Delineation Cost Sharing: 56%/44%

Wise

Date: 9/18/2018

Denton



Johnson

Ellis



To Whom it May Concern:

Please update your records to reflect Pictometry International Corp.'s new remittance details for payments which have been updated on our invoices. As a reminder, all payments are required to include a reference to the invoice number.

New remittance details:

**For ACH delivery:**

Bank Routing Number: 021000021  
Account Number: 211973687  
Account Name: Pictometry International Corp.

**For Wire Transfers:**

Bank Routing Number: 021000021  
SWIFT Code: CHASUS33  
General Bank Reference Address: JPMorgan Chase New York, NY 10017  
Account Number: 211973687  
Account Name: Pictometry International Corp.

**For delivery via regular US postal service:**

Lockbox Name: Pictometry International Corp.  
Lockbox Address: P.O. Box 735288, Dallas, TX 75373-5288

**For delivery via overnight courier service:**

Lockbox Name: Attn: Pictometry International Corp - 735288  
Lockbox Address: JPMorgan Chase Bank, NA,  
14800 Frye Road, 2nd Floor, Ft. Worth, TX 76155

If you have any questions, please reach out to our Accounting Department at [accountsreceivable@eagleview.com](mailto:accountsreceivable@eagleview.com).

Thank you,

Accounting Department  
[accountsreceivable@eagleview.com](mailto:accountsreceivable@eagleview.com)





Pictometry International Corp.  
 25 Methodist Hill Drive  
 Rochester, NY 14623  
 Phone: (585)-486-0093  
 accountsreceivable@eagleview.com

# INVOICE

Date	INVOICE #
3/12/2021	US427643

Bill To
Tarrant Appraisal District Jeff Craig, Director of Administration 2500 Handley-Ederville Road Fort Worth TX 76118 United States

Ship To
Tarrant Appraisal District Jeff Craig, Director of Administration 2500 Handley-Ederville Road Fort Worth TX 76118 United States

Customer ID	PO Number	Payment Term	Order #	Salesperson	Ship Date
A117601	Flight 3 Year 1	Net 30	C10869543	Kevin Beers	3/12/2021

Qty	Description	Amount
1,183	Reveal Essentials Plus - Property	\$347,506.25
1	Pictometry Connect – EarlyAccess	\$0.00
1	Oblique Imagery Bundle with Two (2) Years of Maintenance & Support	\$0.00
1	RapidAccess - Disaster Response Program	\$0.00
1	Pictometry Connect - CA - 100	\$0.00
1	CONNECT ImageService CA 2/16	\$0.00

<b>Subtotal</b>	\$347,506.25
<b>Tax</b>	\$0.00
<b>Total</b>	\$347,506.25
<b>Deposits/Credits</b>	\$0.00
<b>Total Due (USD)</b>	\$347,506.25



# INVOICE

Pictometry International Corp.  
 25 Methodist Hill Drive  
 Rochester, NY 14623  
 Phone: (585)-486-0093  
 accountsreceivable@eagleview.com

Date	INVOICE #
3/12/2021	US427643

**Remittance Options***(All remittances must include invoice number)***ACH or Wire Transfer:**

General Bank Reference Address: JPMorgan Chase New York, NY 10017

Account Name: Pictometry International Corp.

ACH Routing #: 021000021      ACH Account #: 211973687  
 Wire Routing #: 021000021      Wire Account #: 211973687  
 SWIFT CODE: CHASUS33

**Checks:**

Please make checks payable to Pictometry International, Inc. and remit to:

For delivery via regular US postal service:

Lockbox Name:            Pictometry International, Corp.  
 Lockbox Address:        P.O. Box 735288, Dallas, TX 75373-5288

For delivery via overnight courier service:

Lockbox Name:            Attn: Pictometry International, Corp. - 735288  
 Lockbox Address:        JPMorgan Chase Bank, NA, 14800 Frye Road 2nd Floor, Ft. Worth, TX 76155

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank. <b>Pictometry International Corp.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>P.O. BOX 735288</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Dallas, TX 75373-5288</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
<b>OR</b>	
<b>Employer identification number</b>	
1	6
-	-
1	5
9	5
4	7
3	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *Brian Bowdman*

Date ▶ *1/20/2021*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



TARRANT APPRAISAL DISTRICT RECEIVING RECORD

15/6/15

Department

SUPPLIER Eagleview

P. O. # 06777476

The original of this Receiving Record is to be forwarded to the Purchasing Department on the same day the material is received, attached to the delivery slip, invoice, or packing slip.

Quantity Received	Description of Goods or Services
1 of 2	Area Wide Hosings
	Standard Image Warehouse
	Access the images via Connect Explorer
	Web Services

Remarks: The 2nd image warehouse containing AccuPlus will arrive sometime in May.

I certify that I am authorized to receive this shipment and I have personally counted and inspected the condition of these goods.

3/16/2001

(Date received)

[Signature]

(Signature)



# Shipping Packing List

Pictometry International Corp.  
25 Methodist Hill Dr.  
Rochester, NY 14623  
1-888-771-9714

Order Number: F125100

**Ship To:**

Jeff Craig  
Tarrant Appraisal District  
2500 Handley-Ederville Road  
Fort Worth, Texas 76118  
(817) 595-6002  
jcraig@tad.org

**Date Shipped:** Mar 12, 2021

**Shipping Method:** FedEx Express Saver

**Shipped By:** Clara Baker

**Prepared By:** Clara Baker

**Trainer:**

**Trainer Email:**

**Order Details**

Product Name	New Qty Shipped	Reshipped Quantity	Unfulfilled Quantity	Total Qty Shipped
Reveal Essentials+ Property	1,183		0	1,183
Reveal Essentials+ Property	1,183		0	1,183
Reveal Essentials+ Property	1		0	1
Reveal Essentials+ Property	1,183		0	1,183
Pictometry Connect - EarlyAccess	1		0	1
Oblique Imagery Bundle with Two (2) Years of Maint & Support	1		0	1

**Library Format:** Standard

**Media Details**

**Type:** Hard Drive  
**Capacity:** 2 TB  
**Make:** Western Digital

**Serial Number:**

**Pictometry ID:** 33354

**Notes**

***Thank you for flying with Pictometry!***

Please contact Customer Support with any questions.  
1-888-771-9714 x4260 or [customersupport@eagleview.com](mailto:customersupport@eagleview.com)

DD-0041



## Pictometry Imagery Delivery

Your Image Library has arrived! This external drive contains your physical images that may be utilized with specific desktop applications. Depending on how your organization accesses the imagery, you may not need the files contained in this delivery.

### CONNECT

---

If you utilize CONNECT, our web-based solution, you don't need to do anything with this drive as your imagery is hosted online.

- Access imagery via CONNECTExplorer, CONNECTMobile, Pictometry for ArcGIS Desktop – CONNECT Add-in, an Integrated Pictometry Application (IPA), or another method.

### Delivery Contents

---

Depending on your preferred solution, there may be some items needed from this delivery. Some of these common items are listed below:

- Area Wide Mosaics
  - Typically, in ECW or MrSID format.
  - Often utilized with programs such as ESRI ArcMap and other integrations.
  - These images may be the only item needed from this delivery. Copy these to your preferred location(s).
- Standard (local) Image Warehouse
  - Used with Electronic Field Study (EFS) and/or Pictometry for ArcGIS Desktop - Local Extension.
- Software
  - Software packages for various desktop applications that may be needed to view the imagery (if not utilizing CONNECT).

### Next Steps

---

An EagleView Technical Trainer will soon be in touch to discuss available training options and answer questions you may have.

For technical assistance, please contact **Customer Support** by calling **855-337-1526** or emailing [customersupport@eagleview.com](mailto:customersupport@eagleview.com).

To get started on your training conversation, please email [associatetrainer@eagleview.com](mailto:associatetrainer@eagleview.com).

**Pritchard & Abbott, Inc.**

Approved by vote of Board 11/18/2019

#### **5. (b) Consider bid and contract approvals – Mineral, Electric and Gas Appraisal Services**

Mr. Law summarized that at the last board meeting in August, the proposal was brought to the Board for a new mineral contract along with a separate contract for gas, electric and utility appraisal. It was recommended that it might be of better value by joining the contracts into a single contract. TAD went back out for bid for a single contract. Pritchard & Abbott (P&A) and Capital were the two best responders to the amended contract request. TAD went back to both for best and final offers and both came back with very close numbers for a difference of only \$2,500 per year. Pritchard & Abbott's bid was \$1,400,100 for five (5) years and Capital's bid was \$1,387,500 for five (5) years for a total difference of \$12,600 or \$2,520 per year over a five year period.

It is staff's recommendation to award the contract for minerals, electric, gas and utilities to Pritchard & Abbott for the next three years with the option to renew the contract for an additional two years. Chairman Potthoff entertains a motion; Mr. Leyman moves to approve staff's recommendation with a second from Mr. Wood; all vote and the motion carries.

#### **5. (c) Consider 2019 IBM iSeries POWER 8 Upgrade**

Mr. Law discussed how the IS Department sought bids and pricing from vendors for purchase of an IBM factory-certified Power 8 server. Mr. Whitehead, IS Director, described that this server is utilized to manage TAD's imaging system. It relates to all website documentation as well as storage of imaging, automated deed services, rendition processing and adds to productivity. Staff recommendation was for the Board's approval to purchase the POWER 8 server at a cost of \$35,000 which includes a testing period before the migration along with hardware and software maintenance agreements.

Chairman Potthoff entertains a motion; Mr. O'Donnell moved to approve with a second from Mr. Wood. All were in favor and the motion carried.

#### **5. (d) Consider Information Technology (IT) Infrastructure Upgrades in Support of TAD's Computer Assisted Mass Appraisal (CAMA) System, Phase II**

Mr. Law addresses the board that this was Phase II of the hardware purchase approved in the August board meeting as Phase I.

Mr. Whitehead outlined that Phase I was mostly at the computer and network level with blade server and software purchases. Phase II will primarily be storage with networking and miscellaneous items to do with software. Phase II storage and networking purchases are to accommodate the computing approved on Phase I. The miscellaneous software items were identified as the need to upgrade existing devices from Windows 7 to Windows 10 and moving to SQL 2019.



# PURCHASE ORDER

TARRANT APPRAISAL DISTRICT  
 2500 HANDLEY-EDERVILLE ROAD  
 FORT WORTH, TEXAS 76118-6909  
 Phone 817-284-0024 Fax 817-595-6198

**VENDOR:**  
 Pritchard & Abbott  
 Attn: Vic Henderson  
 Phone: 817-370-3227  
 Fax: 817-927-5314

**PURCHASE ORDER NO. 11710**  
 ORDER DATE: December 19, 2019  
 BID NUMBER: **2020 Mineral, Electric, Gas & Utility Appraisal Services RFQ**  
 TAX EXEMPTION NO. 1-75-1695033-8

**BILL TO:**  
 TARRANT APPRAISAL DISTRICT  
 ATTN: ACCOUNTS PAYABLE  
 2500 HANDLEY-EDERVILLE ROAD  
 FORT WORTH, TX 76118-6909

**SHIP TO:**  
 TARRANT APPRAISAL DISTRICT  
 ATTENTION: **Jeff Craig**  
 2500 HANDLEY-EDERVILLE ROAD  
 FORT WORTH, TEXAS 76118-6909

**DELIVERY NOTE:** Only deliver 8:15 A.M. til 4:30 P.M. – Monday through Friday (Except Holidays)

**BILLING NOTE:** Original and remittance copy of invoice are **required** for payment.

SHIP VIA	F.O.B. Destination	TERMS	DELIVERY DATE REQUIRED
----------	-----------------------	-------	------------------------

**TERMS AND CONDITIONS:**

The Tarrant Appraisal District reserves the right to cancel all or any part of this order if not shipped as required or instructed. All goods and services shall be subject to Tarrant Appraisal District approval. Unsatisfactory goods will be returned at the vendor's expense. No substitute will be accepted without prior written approval from the Tarrant Appraisal District Purchasing Division. No federal, state or city tax shall be included when goods are delivered to the above address. No responsibility will be assumed for verbal orders given by employees outside the Purchasing Department. No additional charge will be allowed for packing, crating, boxing, and/or handling. Cash discount period will date from receipt of the invoice or from date of receipt of goods at delivery destination.

DESCRIPTION OF ARTICLES OR SERVICE

This Purchase Order authorizes Pritchard & Abbott, Inc. to provide the Tarrant Appraisal District (TAD) with appraisal services pursuant to TAD's 2020 Mineral, Electric, Gas & Utility Appraisal Services RFQ and Pritchard & Abbott's submission including the Best and Final Offer submitted on October 28, 2019.

Fees for the stipulated services are listed in the attached Fee Schedule.

TAX YEAR	Not to Exceed (Appraisals & D.O. Work)
2020	\$274,500
2021	\$277,200
2022	\$280,000
Optional 2023	\$282,800
Optional 2024	\$285,600

PURCHASING AGENT SIGNATURE:



BEST AND FINAL OFFER  
OCTOBER 29, 2019

**OPTION THREE: TAD will select one firm for all services which in effect will combine the Mineral Appraisal Services and the Electric, Gas and Utility Appraisal Services into one contract.**

**\*\*\*\*Not to Exceed Cost for Mineral Appraisal Services and for the Electric, Gas and Utility Appraisal Services Combined \*\*\*\***

*For minerals (including mineral-related personal property), electric, gas & utility appraisal services and work products per RFQ:*

Tax Year	"Not to Exceed" (Appraisals Only)	"Not to Exceed" ( Appraisals & D.O. Work)
2020	\$194,100	\$274,500
2021	\$196,000	\$277,200
2022	\$198,000	\$280,000
2023*	\$200,000	\$282,800
2024*	\$202,000	\$285,600

**Hourly rates for Testimony, Etc. \* - TAD Option**

2020	\$0
2021	\$0
2022	\$0
2023*	\$0
2024*	\$0

Authorized appraisal firm representative:

*Victor W. Henderson* 10/28/2019  
Signature Date

Victor W. Henderson Printed/Typed Name Telephone Number 817-370-3227  
E-Mail Address vhenderson@pandai.com

Pritchard & Abbott, Inc. Firm Name  
817-927-5314 Fax Number

Street Address 4900 Overton Commons Ct  
Fort Worth TX 76132-3687  
City State Zip Code

## Agenda Item 5(b): Consider bid and contract approvals -- Mineral, Electric and Gas Appraisal Services

TAD's existing mineral appraisal services and TAD's existing electric and gas utility appraisal services contracts with Pritchard & Abbott expire on December 31, 2019. Under these contracts, Pritchard & Abbott established market values for all the oil, gas, and other mineral interests and related tangible personal property (encompassing drilling rigs, compressors, storage tanks, gathering pipelines, etc.) and for all the electric and gas utilities (including power plants, transmission lines, distribution systems, etc.) located in Tarrant County. The contracts provide for electronically transmitting to TAD mineral values and required account data in TAD-prescribed electronic formats, handling both property owner and leaseholder inquiries and protests before the Appraisal Review Board, and, when needed, provided expert testimony in legal proceedings. For this, in 2019, Pritchard & Abbott's contracted price was \$ 250,400 for minerals and \$31,500 for electric and gas appraisal services. The total annual amount of both contracts is \$281,900.

Per the Board of Directors request at the August meeting, TAD submitted a revised RFQ combining the separate Electric, Gas and Utility Appraisal Services RFQ and Mineral Appraisal Services RFQ into a combined RFQ.

A Request for Qualifications (RFQ) was prepared, documents were distributed to five different appraisal firms, and three responses were timely received from **Pritchard & Abbott, Capital Appraisal Group** and **Wardlaw Appraisal Group**. **Hugh Landrum and Associates** and **Thomas Y. Pickett** chose to "no bid" this time.

All three of the bidders are considered to be well qualified in the area of mineral appraisal and electric and gas utility appraisal and would be good partners. TAD's staff that deal with the mineral and electric and gas utility accounts have examined the three bids and weighed the qualifications, experience, capacity to perform the required tasks, work product to be delivered, among other factors. As for cost, those calculations are as follows:

Pritchard and Abbott and Capitol Appraisal Group submitted the lowest cost bids with the difference over a five-year period being a total of \$2,400 or an annual difference of \$480. Wardlaw Appraisal Group's bid was approximately \$1,000,000 higher than the others.

Over a five Year Period:

Pritchard and Abbott:	\$1,410,100
Capitol Appraisal Group:	\$1,412,500
5 Year Period Annual Average Difference = \$480	

TAD approached both firms with a request for a **Best and Final Offer**.

Over a five Year Period

Pritchard and Abbott:	\$1,400,100
Capitol Appraisal Group:	\$1,387,500
5 Year Period Annual Average Difference = \$2,520	

The cost difference of the Best and Final Offer, when spread over a five-year period is a very small percentage of a \$1,400,000 total.

In discussions with TAD appraisal staff that will work directly with the vendor, cost savings over the life of the contract was a consideration, however, TAD must also weigh any of the potential risks involved. In that process, TAD appraisal staff's primary concern involves the mineral appraisal portion of the contract and specifically the process of transferring more than 1,100,000 mineral accounts to a new vendor. In reviewing the RFQ submissions, it is the appraisal staff's opinion that a potential loss of continuity and the resulting inconvenience to taxpayers that could arise in the conversion of records to a new vendor must be considered in the selection process. While a dollar amount for the value of that risk is difficult to calculate, the potential risks were viewed from an accuracy standpoint. As an example, if one were able to achieve 99% accuracy in a record conversion, the resulting 1% inaccuracy would translate to approximately 11,000 accounts that could potentially be in error.

It is the TAD appraisal staff opinion that because of the potential risks involved as opposed to the small percentage of savings over the life of the five-year \$1.4M dollar contract, TAD's staff recommendation is to stay with the current vendor and minimize potential risks.

**Staff Recommendation:**

**It is recommended that Pritchard & Abbott be awarded the three-year (2020 – 2022) mineral appraisal electric and gas utility appraisal services contract with the option of two additional years (2023 – 2024) per the unit cost rates and not-to-exceed dollar amounts for the following three years and additional two option years:**

2020: \$274,500  
2021: \$277,200  
2022: \$280,000  
2023: \$282,800 (optional)  
2024: \$285,600 (optional)

Funds for electric and gas utility appraisal services are provided in the FY 2020 Business Personal Property, Utilities and Minerals Department Budget.

**Agenda Item 5(c): Consider 2019 IBM iSeries POWER 8 Upgrade**

TAD's Information Services Department (IS) recently sought competitive pricing bids from qualified vendors for the purchase of an IBM factory-certified, refurbished, rack-mountable, POWER 8 Server. This server system is used to manage TAD's imaging capabilities related to website document delivery and storage, automated deed and rendition processing workflows, property owner/agent value settlement processing, and other valuable activities. The POWER brand system and its predecessors have been integral to TAD's operations for the past 25 years. Three vendors responded with timely bids: Sirius, Ciber, and Clear Technology. The bid from Sirius would provide the greatest value to TAD. A breakdown of their proposed product and service pricing follows:

Product	Category	Cost
POWER 8 Server	Hardware and Software	\$22,054.00
Professional Services (delivery, installation, etc.)	Services	\$7,930.00
Hardware/Software Maintenance Agreements (1 yr)	Services	\$5,548.82
	<b>Total:</b>	<b>\$35,532.82</b>

**Staff Recommendation:**

It is recommended that the Board approve and authorize the purchase of this information technology IBM iSeries POWER 8 upgrade in an amount not to exceed \$35,600.

Funds for these items are provided in the FY 2019 Information Services Budget.

**Agenda Item 5(d): Consider Information Technology (IT) Infrastructure Upgrades in Support of TAD’s Computer Assisted Mass Appraisal (CAMA) System, Phase II**

In the Spring of 2014 TAD IT first brought to the Board of Directors (BOD) a proposed infrastructure hardware and software acquisition plan/request for supporting the Fall 2014 transition from a locally-developed mainframe-based CAMA system to a 3<sup>rd</sup> party Windows-based CAMA system. As TAD enters its 6<sup>th</sup> appraisal year since this transition, modernization is now necessary to maintain manufacturer’s technical support eligibility and up-to-date performance standards. The itemized hardware and software products listed below are ‘Phase 2’ of this modernization plan/request which focuses primarily on database management hardware and software in support of the computing devices purchased in “Phase 1” (which was approved by the BOD this past September).

Product (Short Description)	Product (Long Description)	Category	Unit Cost	Qty	Ext Cost
Servers for SQL Databases w/Cable	Dell Servers for SQL Databases with Cables (CAMA Production and 2 Test Environments)	Hardware	21,000	3	63,000
Cisco 24 Port POE Switch	Catalyst 9300 24-port PoE+, Network Advantage	Hardware	7,667	6	46,000
Brocade Fiber Switch	Brocade G620 24-36-48 SFP + 4 QSFP FC32 Switch	Hardware	22,500	1	22,500
Cables	CUS, XCVR, SFP+, SWL, 32G, 1-PK	Hardware	1,000	8	8,000
Cables	Brocade XBR-000192 Compatible 16G Fibre Channel SFP+ 850nm 100m DOM Transceiver - NETCNA	Hardware	300	4	1,200
Cables	VDell EMC PowerEdge SFP+ SR Optic, 10GbE, 850nm	Hardware	115	2	230
Cable Connector	LC Female Coupler	Hardware	5	1	5
Dell EMC Enterprise Feature License	Dell EMC MXG610S Enterprise Feature License Bundle (Trunking, Extended Fabric, and Fabric Vision), CK	License	4,250	2	8,500
Microsoft SQL Server - Enterprise	SQLSvrEntCore 2019 SINGL MVL 2Lic CoreLic	Software	8,834	18	159,003
Galileo Infrastructure Performance Management	Galileo Infrastructure Performance Management (Part Numbers and Quantities Consolidated)	Software	22,100	1	22,100
Windows 10	Windows 10 Pro - Upgrade license - 1 device - Select Plus	Software	125	120	15,000
VMware vRealize Operations 7	VMware vRealize Operations 7	Software	5,200	1	5,200
<b>Total</b>					<b>\$350,738</b>

These items will be purchased utilizing Texas Department of Information Resources contract numbers DIR-TSO-3763 and DIR-TSO-4092.

**Staff Recommendation:**

**It is recommended that the Board approve and authorize the purchase of these information technology infrastructure upgrades in support of TAD’s CAMA system modernization in an amount not to exceed \$351,000.\***

\*Funds for this purchase are reserved in the CAMA Committed Fund. This fund requires Board of Directors approval for transfer to the general fund. An agenda item follows that will recommend that action be taken to fund this purchase.

**TARRANT APPRAISAL DISTRICT  
OUTSIDE REQUISITION**

REQ. NO. 14704

DEPARTMENT \_\_\_\_\_

DATE \_\_\_\_\_

DEPT. # / ACCOUNT LINE # \_\_\_\_\_

BUDGET PAGE # \_\_\_\_\_

DESCRIPTION	QTY.	UNIT	UNIT COST	EXTENSION
APPRAISAL SERVICES				
TAX YEAR				
2020			\$ 274,500	
2021			\$ 277,200	
2022			\$ 280,000	
OPTIONAL			\$	
2023			\$ 282,800	
2024			\$ 285,600	

Greg Sawyer  
REQUISITIONED BY

\_\_\_\_\_  
DATE REQUIRED

DEPARTMENT HEAD APPROVAL	
BUDGET APPROVAL	
EXECUTIVE APPROVAL	
SUGGESTED SUPPLIER	

EXPLANATORY REMARKS/JUSTIFICATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
11718

VENDOR NAME  
ADDRESS  
CITY/ST/ZIP  
PHONE

PRITCHARD + ABBOTT, INC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DATE ORDERED  
\_\_\_\_\_  
INITIALS

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Pritchard & Abbott, Inc.  
 Fort Worth, TX United States

Certificate Number:  
 2020-575501

Date Filed:  
 01/09/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Tarrant Appraisal District

Date Acknowledged:  
 01/09/2020

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

N/A  
 Professional Appraisal Services: Mineral, Electric, Gas & Utility. PO 11710

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rutledge, John C.	Fort Worth, TX United States	X	
	Sahli, Douglas C.	Fort Worth, TX United States	X	
	Marsh, Shane R.	Fort Worth, TX United States	X	
	Kret, Rodney K.	Fort Worth, TX United States	X	
	Instine, Rodman B.	Fort Worth, TX United States	X	
	Sary, Shannon H.	Fort Worth, TX United States	X	
	McBurnett, Kevin R.	Fort Worth, TX United States	X	
	Atcheson, Robert J.	Fort Worth, TX United States	X	
	Allison, A. Kent	Fort Worth, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
(Declarant)

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2020-575501

Date Filed:  
01/09/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Pritchard & Abbott, Inc.  
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Tarrant Appraisal District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

N/A  
Professional Appraisal Services: Mineral, Electric, Gas & Utility. PO 11710

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rutledge, John C.	Fort Worth, TX United States	X	
	Sahli, Douglas C.	Fort Worth, TX United States	X	
	Marsh, Shane R.	Fort Worth, TX United States	X	
	Kret, Rodney K.	Fort Worth, TX United States	X	
	Instine, Rodman B.	Fort Worth, TX United States	X	
	Stary, Shannon H.	Fort Worth, TX United States	X	
	McBurnett, Kevin R.	Fort Worth, TX United States	X	
	Atcheson, Robert J.	Fort Worth, TX United States	X	
	Allison, A. Kent	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

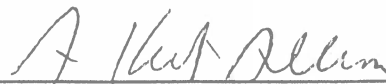
### 6 UNSWORN DECLARATION

My name is A. Kent Allison, and my date of birth is 3/8/1957

My address is 4900 Overton Commons Court, Fort Worth, TX, 76132, USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 9 day of January, 20 20  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

**Tarrant County**

Approved by vote of Board 08/14/2020

Turning to Action **Item 6(h)** (Recording begins at 1:53:49) (2<sup>nd</sup> Recording begins at 2:02:57)

Consider authorizing refund/credit of unspent funds from FY 2019

Chairman O'Donnell asked for a motion; Ms. Wilemon moved to approve; Ms. Burgess seconded the motion; and the motion carried unanimously.

This action item is interrupted by discussion of whether or not it is acceptable be able to change a previous vote. The possibility of a Motion to Re-consider is addressed and then it is decided to remain with the passing of the budget for FY2021.

The Board then turns to **Action Item 6(i)** (Recording begins at 2:05:57):

Consider authorizing medical benefits for retirees and awarding contract for retiree group medical insurance for 2021

Chairman O'Donnell asked for a motion; Ms. Burgess moved to approve; and Ms. Wilemon seconded the motion; motion carried unanimously.

Chairman O'Donnell then turned to **Action Item 6(j)** (Recording begins at 2:08:36),

Consider authorizing execution of Amendment to Agreement Dated December 31, 2018 Between Pictometry International Corp ("Pictometry") and Tarrant Appraisal District ("Customer")

Chairman O'Donnell asked for a motion; Mr. DeOtte moved to approve; Ms. Wilemon seconded the motion; and the motion carried unanimously.

Chairman O'Donnell then turned to **Action Item 6(k)** (Recording begins at 2:11:23),

Consider authorizing execution of Interlocal Agreement Renewal Between Tarrant County and the Tarrant Appraisal District for Sheriff's Department Security Services

Chairman O'Donnell asks for a motion; Ms. Burgess moved to approve; Ms. Wilemon seconded the motion; and the motion carried unanimously.

Chairman O'Donnell then turned to **Action Item 6(l)** (Recording begins at 2:18:58):

Consider authorizing upgrade of Voice Over Internet Protocol (VoIP) phone system

Chairman O'Donnell asked for a motion; Ms. Wilemon moved to approve; Ms. Burgess seconded the motion; and the motion carried unanimously.

Having concluded its deliberation of Action Items, the Board turned to **Information Items 7(a)-(b)**, report of Taxpayer Liaison (Recording begins at 2:20:56), and report of Chief Appraiser (Recording begins at 2:22:44).

After announcing its next meeting date is November 13, the Board adjourned.

  
Chairman

\_\_\_\_\_  
Secretary

STATE OF TEXAS	§	INTERLOCAL AGREEMENT RENEWAL
	§	BETWEEN TARRANT COUNTY AND
	§	THE TARRANT APPRAISAL DISTRICT
COUNTY OF TARRANT	§	FOR SHERIFF'S DEPARTMENT
	§	SECURITY SERVICES

**WHEREAS**, this Agreement for the provision of security services to be provided by the County of Tarrant (COUNTY) to the Tarrant Appraisal District (DISTRICT) is made under the authority of Chapter 791, Texas Government Code; and

**WHEREAS**, the COUNTY and the DISTRICT entered into an Interlocal Agreement originally on February 25, 2020 (C.O. #132214); and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and that each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this agreement;

**NOW, THEREFORE**, the COUNTY, acting by and through its governing body, and the DISTRICT, acting by and through its governing body, agree to extend the Interlocal Agreement (C.O. #132214), and all the other terms and conditions outlined for Security Services, by amending Section 3 of said Agreement to read as follows:


DISTRICT agrees to pay the sum of \$111,996.00 to the COUNTY for the Security Services for the period beginning October 1, 2020 and ending September 30, 2021. Payments to the COUNTY will be paid in monthly installments of \$9,333.00 beginning with the date of execution of this Agreement by both parties.


This Agreement is made and entered into this 8 day of September, 2020.

Court Order 1331662

COUNTY OF TARRANT  
STATE OF TEXAS

TARRANT APPRAISAL DISTRICT

  
B. Glen Whitley  
County Judge

  
Jeff Law  
Chief Appraiser

  
Bill Waybourn  
Sheriff

APPROVED AS TO FORM:

  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**Trepp, LLC**

Approved by vote of Board 05/10/2019

**5. (e) Consider transfer of unspent funds from the 2018 budget to the Retirement Unfunded Liabilities Fund**

Mr. Law said that our goal has always been to be 100% funded and that the district is currently at 94%. Mr. Law continued to say that the district has excess revenue over expenses and is recommending that we commit \$1.2 million to committed funds with the purpose of putting this towards the unfunded liability. Three plans were put forth for the board's consideration with \$500K, \$1M or \$1.2 million with \$1.2 million being the recommended plan. The district is in good shape with regards to its retirement funding and based on the audit and the auditor's presentation, our percentage is in a healthy state. Mr. Leyman moves to accept staff's recommendation to transfer \$1.2 million of unspent funds to committed funds to put towards the unfunded liability with a second from Mr. Molyneaux. The motion carries with a unanimous vote.

**5. (f) Consider annual subscription for "TreppLoan" Data Services**

Mr. Law and the Director of the Commercial Department addressed the board with a recommendation to subscribe to "TreppLoan" Data Services. This product has been made available on a trial basis and has been found to be of great benefit to the commercial department. The product, if purchased has potential to increase accuracy of commercial appraisals and provide needed third party data to help defend appraisals in the protest and appeals season. If approved by the Board, a contract would be entered into for the next forty-four (44) months with a termination clause; should the board change its mind.

Mr. Potthoff asks for a motion to accept with Mr. Leyman moving to accept staff's recommendation with a purchase amount not to exceed \$165,963 over a 44 month period followed by a second from Mr. Wood. Mr. Potthoff states the motion carries with four votes of aye with no nays and one abstention.

**Information Items**

**6. (a) Report by Taxpayer Liaison Officer**

Mr. Wayne Wilshire presents a three page report to the board and says he has no summary. There have been six (6) people resign from the ARB. Mr. Wilshire states that three of those six have been reappointed but the remaining three didn't have time to train. Mr. Wilshire states that he and the ARB chairman have talked about leaving those three positions vacant. They both feel that 82 active members is enough even though 85 members are approved and if the board so approves of the 82; they can manage. He has outlined in his three page report any notices, complaints, their responses and his response back.

**TARRANT APPRAISAL DISTRICT**  
**2500 Handley Ederville Road**  
**Fort Worth, TX 76118-6909**  
**Direct Line 817.595.6007 Fax 817.595.6198**

Vendor:

Trepp, LLC  
 600 Fifth Avenue  
 New York, NY 10020

**Purchase Order No. 11577**

ORDER DATE: 6/17/2019

TAX EXEMPTION NO. 1-75-1695033-8

Billing Address:

Tarrant Appraisal District  
 Attn: Accounts Payable  
 2500 Handley-Ederville Road  
 Fort Worth, TX 76118-6909

Shipping Address:

Attention :  
 Tarrant Appraisal District  
 2500 Handley-Ederville Road  
 Fort Worth, TX 76118-6909

Shipping Method:

FOB:

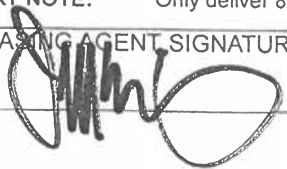
Item Description	Unit	Quantity	Unit Price	Total	Date Required
This PO authorizes services per the attached agreement with Trepp, LLC.					

**TERMS AND CONDITIONS:**

The Tarrant Appraisal District reserves the right to cancel all or any part of this order if not shipped as required or instructed.  
 All goods and services shall be subject to Tarrant Appraisal District approval. Unsatisfactory goods will be returned at the vendor's expense.  
 No substitute will be accepted without prior written approval from the Tarrant Appraisal District Purchasing Division.  
 No federal, state or city tax shall be included when goods are delivered to the above address.  
 No responsibility will be assumed for verbal orders given by employees outside the Purchasing Department.  
 No additional charge will be allowed for packing, crating, boxing, and/or handling.  
 Cash discount period will date from the date of receipt of goods at delivery destination.

**DELIVERY NOTE:** Only deliver 8:15 A.M. til 4:30 P.M. - Monday through Friday (Except Holidays)

PURCHASING AGENT SIGNATURE:



*Contact Purchasing for questions regarding this purchase order.*  
**Direct Line: 817.595.6007 Fax: 817.595.6198**



## Customer Order Form

### 1. Customer Details

Customer  
 Authorized Department  
 Contact Name  
 Address 1  
 Address 2  
 Email  
 Telephone

### User Information

Tarrant Appraisal District  
 \_\_\_\_\_  
 Jeff Law  
 \_\_\_\_\_  
 2500 Handley-Ederville Road  
 \_\_\_\_\_  
 Fort Worth, Texas 76118  
 \_\_\_\_\_  
 jlaw@tad.org  
 \_\_\_\_\_  
 (817) 284-4063  
 \_\_\_\_\_

### Billing Information (same as user information)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Preferred Billing Delivery Method

Mail  
 Email

(defaults to Email if left unchecked)

### 2. Service Details

#### CMBS

	# of Users	One-Time Fee	Monthly Rate	Add-On Seat Rate
TreppTrade™	<input type="checkbox"/>	_____	_____	_____
Trepp CMBS Analytics on the Web™	<input type="checkbox"/>	_____	_____	_____
U.S. CMBS Deal Library	<input type="checkbox"/>	_____	_____	_____
European CMBS Deal Library	<input type="checkbox"/>	_____	_____	_____
TreppWatch™	<input type="checkbox"/>	_____	_____	_____
Trepp Pricing Service™	<input type="checkbox"/>	_____	_____	_____
TreppDerivative™	<input type="checkbox"/>	_____	_____	_____

#### CLOs

TreppCLO Analytics™ (full access)	<input type="checkbox"/>	_____	_____	_____
U.S. CMBS Deal Library	<input type="checkbox"/>	_____	_____	_____
European CMBS Deal Library	<input type="checkbox"/>	_____	_____	_____
TreppCLO Analytics™ - Manager Edition	<input type="checkbox"/>	_____	_____	_____
TreppCLO Analytics™ - Public Analytics	<input type="checkbox"/>	_____	_____	_____
SRA for CLO Manager	<input type="checkbox"/>	_____	_____	_____
SRA for Bank/Arranger	<input type="checkbox"/>	_____	_____	_____

#### Banking Performance

Bank Navigator™	<input type="checkbox"/>	_____	_____	_____
Bank Navigator™ Trepp Capital Adequacy Stress Testing Module	<input type="checkbox"/>	_____	_____	_____
Bank Navigator™ Data Feed	<input type="checkbox"/>	_____	_____	_____
TreppDefault Model™	<input type="checkbox"/>	_____	_____	_____

#### TreppCRE™

LoanADVISOR™	<input type="checkbox"/>	_____	_____	_____
TreppLoan™	<input checked="" type="checkbox"/>	all commercial staff	See Addendum #1	N/A
Hotel Report	<input type="checkbox"/>	_____	_____	_____
TreppLoan Portfolio™	<input type="checkbox"/>	_____	_____	_____
Morning Update™ - Loan Edition	<input type="checkbox"/>	_____	_____	_____

#### Powered by Trepp™

TreppWeb Services™	<input type="checkbox"/>	_____	_____	_____
Trepp Data Feed™	<input type="checkbox"/>	_____	_____	_____
Trepp Financial File Data Feed™	<input type="checkbox"/>	_____	_____	_____
Trepp Deal Library™/TreppEngine™	<input type="checkbox"/>	_____	_____	_____
Trepp Structuring™ System	<input type="checkbox"/>	_____	_____	_____

#### Other

<input type="checkbox"/>	_____	_____	_____	_____
--------------------------	-------	-------	-------	-------

3a. Commencement Date June 15, 2019

3b. Initial Period Forty Two and a Half (42.5) Months

### 4. Additional Terms/Delivery/Usage Details (if applicable)

TreppLoan Customer Access: All Property Types - TX only.

Notwithstanding Sections 3.4 & 3.5 of the Standard Terms and Conditions, Customer may not add additional Designated Users to this Agreement.

The Standard Terms and Conditions are amended pursuant to the terms of the Addendum No.1 to Standard Terms and Conditions dated as the date hereof by and between Trepp and Customer and attached hereto.

This Customer Order Form, the Standard Terms and Conditions attached hereto and the Terms of Use on <http://www.trepp.com/terms-of-use?which=Trepp=m> and/or on <http://www.trepp.com/trepp-default-model-terms-of-use> form the Agreement between Trepp and the Customer. Without limiting the foregoing, by execution of this Customer Order Form below, each of Trepp and the Customer specifically agree that the Standard Terms and Conditions and Terms of Use are incorporated herein by reference and that each are bound by the terms and provisions in the Standard Terms and Conditions and Terms of Use.

Accepted for Customer by:

Signature: [Signature]  
 Print Name: JEFF LAW  
 Title: CHIEF APPRAISER

Accepted for Trepp, LLC by:

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

## Customer Order Form

<b>1. Customer Details</b>	<b>User Information</b>	<b>Billing Information</b>	<input checked="" type="checkbox"/> (Same as user information)
Customer	Tarrant Appraisal District		
Authorized Department			<b>Preferred Billing Delivery Method</b>
Contact Name	Jeff Law		<input type="checkbox"/> Mail
Address 1	2500 Handley Ederville Road		<input checked="" type="checkbox"/> Email
Address 2	Fort Worth, Texas 76118		(defaults to Email if left unchecked)
Email	jlaw@tad.org		
Telephone	(817) 284-4063		

2. Service Details	# of Users	One-Time Fee	Monthly Rate	Add-On Seat Rate
<b>CMBS</b>				
TreppTrade™				
Trepp CMBS Analytics on the Web™				
U.S. CMBS Deal Library				
European CMBS Deal Library				
TreppWatch™				
Trepp Pricing Service™				
Trepp Derivative™				
<b>CLOs</b>				
TreppCLO Analytics™ (full access)				
U.S. CMBS Deal Library				
European CMBS Deal Library				
TreppCLO Analytics™ - Manager Edition				
TreppCLO Analytics™ - Public Analytics				
SRA for CLO Manager				
SRA for Bank/Arranger				
<b>Banking Performance</b>				
Bank Navigator™				
Bank Navigator™ Trepp Capital Adequacy Stress Testing Module				
Bank Navigator™ Data Feed				
TreppDefault Model™				
<b>TreppCRE™</b>				
LoanADVISOR™				
TreppLoan™	all commercial staff			N/A
Hotel Report				
TreppLoan Portfolio™				
Morning Update™ - Loan Edition				
<b>Powered by Trepp™</b>				
TreppWeb Services™				
Trepp Data Feed™				
Trepp Financial File Data Feed™				
Trepp Deal Library™/TreppEngine™				
Trepp Structuring™ System				
<b>Other</b>				

3a. Commencement Date: June 15, 2015      3b. Initial Period: Forty Two and a Half (42.5) Months


4. Additional Terms/Delivery/Usage Details (if applicable)

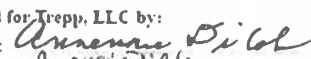
TreppLoan Customer Access: All Property Types - TX only.

Notwithstanding Sections 3.4 & 3.5 of the Standard Terms and Conditions, Customer may not add additional Designated Users to this Agreement.

The Standard Terms and Conditions are amended pursuant to the terms of the Addendum No. 1 to Standard Terms and Conditions dated as the date hereof by and between Trepp and Customer and attached hereto.

This Customer Order Form, the Standard Terms and Conditions attached hereto and the Terms of Use on <http://www.trepp.com/terms-of-use> which Trepp™ and/or on <http://www.trepp.com/trepp-default-model-terms-of-use> form the Agreement between Trepp and the Customer. Without limiting the foregoing, by execution of this Customer Order Form below, each of Trepp and the Customer specifically agree that the Standard Terms and Conditions and Terms of Use are incorporated herein by reference and that each are bound by the terms and provisions in the Standard Terms and Conditions and Terms of Use.

Accepted for Customer by:  
 Signature:   
 Print Name: JEFF LAW  
 Title: CHIEF APPRAISER

Accepted for Trepp, LLC by:  
 Signature:   
 Print Name: Arsenia B. Loh  
 Title: Chief Executive Officer

## Standard Terms and Conditions

### 1. Definitions

"**Agreement**" means this Standard Terms and Conditions, the Customer Order Form, any Addendum (if applicable) and the Terms of Use.

"**Authorized Department**" means the department, business unit or division of Customer described on the Customer Order Form, provided in the event the "Authorized Department:" is not completed on the Customer Order Form, then it is understood that all departments, business units and divisions of Customer are collectively to be referenced as the Authorized Department.

"**Commencement Date**" means the date of commencement of the subscription to the Service set out on the Customer Order Form.

"**Customer**" means the customer whose name appears on the Customer Order Form.

"**Customer Order Form**" means the order form to subscribe to the Service attached herein and incorporated herein.

"**Derived Data**" means any data or other information that is created in whole or in part from the data or information provided in or through the Service.

"**Designated Users**" means the specific employees of Customer within the Authorized Department who are authorized to access the Service.

"**Service**" means the Service(s) described on the Customer Order Form.

"**Standard Terms and Conditions**" means these terms and conditions.

"**Terms of Use**" means the terms of use set forth on <http://www.trepp.com/terms-of-use?whichTrepp=m> and/or <http://www.trepp.com/trepp-default-model-terms-of-use> in effect as of the Commencement Date. All references in such Terms of Use to the "Trepp Website" or the "Website" shall be deemed to include the Service and all references to "you" in such Terms of Use mean Customer and its Designated Users.

"**Trepp**" means Trepp, LLC, and its successors and assigns.

for archival or reference purposes any and all reports, presentations, publications and other materials created by Customer during the term of this Agreement that contain any Trepp data provided or Derived Data created as part of the Service: provided that Customer's retention and use of any such data shall remain subject to the surviving sections of this Agreement.

2.7. The provisions of Sections 2.5, 2.6, 2.7, 4.3, 5, 6.2 and 8 - 12 of this Agreement and obligations to pay fees hereunder shall survive any termination or expiration of this Agreement.

### 3. Service

3.1. Trepp shall provide Customer with access to the Service in accordance with the terms of this Agreement.

3.2. If the Service includes Trepp Data Feed™, Trepp Financial File Data Feed™ and/or Trepp Pricing Service™, Customer's use of the data/prices from such Service(s) is via a license and therefore Customer does not have the right to duplicate, redistribute, sublicense, assign or otherwise transfer data/prices provided to Customer in connection with such Services.

3.3. To the extent that the Service includes a subscription of Trepp CMBS Analytics on the Web™, the fees for such Service will include access to TreppWatch™ for the same Designated Users as Trepp CMBS Analytics on the Web™.

3.4. Customer may request additional access to the Service in addition to the initial Designated Users permitted under this Agreement, on the terms described herein.

3.5. Upon enabling the additional Designated Users requested by Customer, no further documentation will be required between Customer and Trepp. Trepp will incrementally bill Customer at the monthly rate described on Customer Order Form per additional Designated User (the "**Add-On Seat Rate**") on the next applicable invoice. It is understood and agreed that the number of Designated Users may be increased during the term of this Agreement, but may not be decreased. Upon any renewal of the term of this Agreement, with respect to each additional Designated User who was added during the immediately preceding term, Customer will continue to be billed by Trepp for additional Designated User at the Add-On Seat Rate.

3.6. To the extent the Service includes software, Trepp grants to Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable limited right and license to use that software (the "**Software**") solely and exclusively for the internal business use of the Authorized Department in connection with accessing and using the Service. Customer may maintain one copy of the Software for archival or backup purposes only. The Software is not intended for use with data not supplied by Trepp. Unless permitted by law, the Software may not be reverse engineered, decompiled, or disassembled. The Software (and all copies thereof) shall be returned to Trepp upon any termination or expiration of this Agreement.

3.7. Any data provided in the Service is not formatted for use with software not supplied by Trepp.

3.8. In the event the Service includes Trepp Data Feed™ and/or Trepp Financial File Data Feed™, Trepp's prior written approval is required for Customer to use Trepp Data Feed™ and/or Trepp Financial File Data Feed™ with any third party software application; provided however, that that use of such service with data warehousing, relational database or office productivity software will be deemed approved by Trepp.

### 4. Payment

4.1. Customer will pay the fees for the Service described on the Customer Order Form. All fees shall be non-refundable.

4.2. To the extent that the fees for any Service are quoted on the Customer Order Form as a "Monthly Rate", Customer will be invoiced annually in advance for such fees. To the extent that the fees for any Service are quoted on the Customer Order Form as "One-Time Fees", Customer will be invoiced for all of such One-Time Fees in advance. All fees are due and payable thirty (30) days from receipt of invoice by Customer. All fees and other payments pursuant to this Agreement shall be in U.S. Dollars. Any fees not paid when due shall bear interest at a monthly rate of 1.5%. It is understood and agreed that no Service for which the "One-Time Fees" apply will be made available to Customer until payment in full of such "One-Time Fees" has been received by Trepp. If Customer fails to make any payment due under this Agreement within ten (10) days of the due date, or is otherwise in breach of any of the terms of this Agreement, in addition to any of its other rights or remedies (including, without limitation, any termination rights set forth herein), Trepp reserves the right to suspend Customer's access to the Service, without any liability of Trepp to Customer, until such payments are paid in full or such breach is remedied to Trepp's satisfaction.

4.3. Customer will pay Trepp all sales taxes or equivalent non-income based taxes such as VAT charges, as applicable, on the fees. Customer will be responsible for and reimburse Trepp for all fees and costs associated with collection of any past due amount owed by Customer.

### 5. Use

5.1. The Service is provided for use only by Designated Users of the Authorized Department for the Authorized Department's internal business purposes, and may not be provided to, or used or accessed by any other person or entity (including, without limitation, any employee of any other department, business unit or

### 2. Term and Termination

2.1. This Agreement shall commence on the Commencement Date and shall continue in full force for an initial period set out on the Customer Order Form (the "**Initial Period**"), and will automatically renew thereafter for successive one (1) year periods, each a "**Renewal Period**" and collectively with the Initial Period, the "**Term**", unless either party gives the other party written notice of termination at least three (3) months prior to the end of the Initial Period or the then-current Renewal Period. Customer acknowledges that Customer shall not receive notice of a renewal cancellation date and expressly waives the application of New York General Obligation Law section 5-903, and any similar laws.

2.2. Trepp may increase the fees for the Service and the Add-On Seat Rate (defined below) after the Initial Period or after any Renewal Period provided that Trepp has given Customer written notice of such increase at least four (4) months prior to the end of the Initial Period or applicable Renewal Period; provided that in the event Trepp does not provide any such notice, the fees for the Service and the Add-On Seat Rate after the Initial Period or after any Renewal Period shall automatically increase by the greater of (i) 5% and (ii) the increase in the consumer price index for all urban consumers in the New York / New Jersey Metropolitan area as reported by the Bureau of Labor Statistics of the U.S. Department of Labor.

2.3. Trepp may terminate this Agreement immediately on written notice if Customer fails to make any payment due under this Agreement within ten (10) days of the due date.

2.4. Either party may terminate this Agreement with immediate effect by written notice if the other party:

2.4.1. commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified under this sub-clause of the breach, such notice to refer to the notifying party's intent to terminate this Agreement unless the breach is remedied; or

2.4.2. enters any arrangement with its creditors or becomes subject to external administration or ceases to be able to pay its debts as and when they become due or ceases to carry on business.

2.5. If Trepp terminates this Agreement pursuant to Section 2.3 or 2.4, all fees due by Customer through the end of the Initial Period or the then-current Renewal Period are accelerated and immediately due and payable.

2.6. Upon termination or expiration of this Agreement:

2.6.1. Customer must return, delete, or destroy all Trepp data, information, media or other materials either provided to Customer or downloaded and stored by Customer and all Derived Data, in connection with this Agreement, except for archival information required for statutory or regulatory purposes. Furthermore, Customer may no longer use the Service or Trepp data for research or reporting purposes.

2.6.2. Customer must certify in writing to Trepp as to the return, deletion or destruction of any and all Trepp data, information, media or other materials provided to Customer in connection with this Agreement (and any Derived Data) in accordance with the terms of this Agreement. Such certification shall be signed by an authorized officer of Customer and shall be provided to Trepp within ten (10) days of the termination or expiration of this Agreement.

2.6.3. Notwithstanding anything to the contrary in this Agreement, after the expiration or termination of this Agreement, Customer shall have the right to retain and use

- division of Customer) without Trepp's prior written consent. Notwithstanding anything to the contrary contained herein, Customer shall have the right to use or cite discrete portions of the Trepp data that Customer receives in connection with the Service hereunder in internal presentations or presentations to its clients or partners (but not in any filings required or made under or pursuant to any securities laws) provided that (i) Customer shall do so only to the extent that any such action may be taken without violation of the Copyright Act (without regard to any permission or authorization granted by Trepp), or is expressly authorized in advanced and in writing by Trepp and (ii) Customer properly and conspicuously attributes all such Trepp data as having been received from Trepp.
- 5.2. Derived Data may not be sold or transferred to any other party without prior written consent of Trepp, except that Customer may show the Derived Data to clients in support of the normal course of its business, provided that Customer shall not employ or disseminate any amount of the Derived Data which could cause the information so used or distributed to be susceptible to use, substantially as a source of, or a substitute for, the Service or to compete with Trepp.
- 5.3. Notwithstanding anything to the contrary herein, the Service may not in any event be used or be permitted to be used in any manner that is competitive with Trepp's distribution or sale of all or any part of the Service or of any other product or service distributed or sold by Trepp from time to time.
- 6. Data**
- 6.1. Customer will not print out, download or otherwise copy material amounts of data from the Service during any month without Trepp's prior written consent, which shall not be unreasonably withheld. This Section 6.1 will not apply to downloads or copying data from the Trepp Data Feed™, Trepp Financial File Data Feed™, Bank Navigator Data Feed™ or Trepp Default Model™.
- 6.2. Customer recognizes that while Trepp and its information providers rely upon sources believed to be accurate, they have not independently verified significant portions of such data. Trepp does not guarantee or warrant that it provides trading level quality data and makes no representation or warranty as to the accuracy or completeness of such data.
- 7. No Access to Other Trepp Products and Services**
- 7.1. Access to the Service will not include access to other Trepp products and services, for which Trepp charges separate fees.
- 8. Passwords and Confidentiality**
- 8.1. Customer will not share or send confidential email alerts from Trepp to anyone outside of its own employees who are bound by industry standard confidentiality obligations as further described in Section 8.3 below.
- 8.2. Trepp will authorize a password for each Designated User of the Service. That password is personal to the Designated User and such Designated User is obligated to keep the user name and password confidential and may not share the password with any other employee of Customer. Customer may change Designated Users and obtain new passwords for such Designated Users upon prior written notice to Trepp. Customer shall immediately notify Trepp if any third party gains or has the potential to gain access to any of Customer's passwords, and shall be fully responsible for any and all activities that occur under any password, whether conducted by an Designated User, other employee or a third party.
- 8.3. Each party acknowledges that it or its employees may, in the course of performing this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other, its affiliated companies or third parties to whom such party has a duty of confidentiality. Any and all non-public information of any form disclosed by either party in the performance of this Agreement shall be deemed to be confidential and proprietary information. Each party agrees to hold confidential information of the other party in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than as contemplated by this Agreement and to advise each of their respective employees, agents or consultants who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential. Confidential information shall not include information which the receiving party can show by objective or verifiable evidence is (i) in or becomes part of the public domain other than by disclosure by a party in violation of this Agreement, (ii) demonstrably known to such party previously, (iii) independently developed by such party outside of this Agreement or (iv) rightfully obtained by such party from third parties. Notwithstanding the foregoing, Customer agrees that the data compilation supplied through the Service is not in the "public domain" but is proprietary to Trepp. If the receiving party is required by law to disclose confidential information, the receiving party may do so without breaching this Section 8 upon prior written notice to the disclosing party, unless legally prohibited, and then only to the extent necessary to comply with the law. Trepp and Customer understand and agree that, in the event of a breach of this section, damages may not be an adequate remedy and each party may be entitled to injunctive relief to restrain any such breach, threatened or actual.
- 9. Indemnification**
- 9.1. Customer agrees to indemnify and hold harmless Trepp (and its directors, officers, employees or agents)(collectively, the "Indemnified Parties") against any losses, claims, damages, liabilities and reasonable costs and expenses to which any of them may become subject (including any collection agent fees, court costs and attorneys fees): (i) as a result of a breach of any warranty or covenant of Customer under this Agreement; (ii) as a result of a threatened, pending or completed claim, demand or action, by any person not a party to this Agreement arising from Customer's use or application of the Service, or their results; and/or (iii) under the Securities Act of 1933, as amended, or similar laws of any nation, or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any offering memorandum, prospectus or similar such document, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading.
- 9.2. If for any reason the foregoing indemnity is unavailable to any Indemnified Party or insufficient to hold any of them harmless, then Customer shall contribute to the amount paid or payable by Indemnified Party as a result of such cost, damage or loss in such proportion as is appropriate to reflect not only the relative benefits received (or contemplated to be received) by Customer on the one hand and such Indemnified Party on the other and/or, if such allocation is judicially determined unavailable, in such proportion as is appropriate to reflect other equitable considerations such as the relative fault of Customer on the one hand of such Indemnified Party on the other hand, subject to limitation that in any event an Indemnified Party aggregate contribution to all costs, damages, or losses shall not exceed the amount of fees actually received by such Indemnified Party pursuant to this Agreement.
- 9.3. The rights of any Indemnified Party under this Section 9 shall be in addition to any other rights that any Indemnified Party may be entitled as a matter of law or otherwise.
- 10. Incorporation and Inconsistency**
- 10.1. Without limiting anything herein, the provisions in the Terms of Use shall apply to the Service and the Service is provided subject to such provisions.
- 10.2. The following order of preference shall be applied to this Agreement between Customer and Trepp in the event of a conflict between terms: 1. Customer Order Form; 2. Addendum (if applicable); 3. Standard Terms and Conditions; 4. Terms of Use.
- 11. Notices**
- 11.1. All notices given under this Agreement shall be in writing and in the English language and shall be sent by prepaid post, reputable overnight courier, fax or email to Trepp's or Customer's principal place of business.
- 11.2. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered five (5) days after its dispatch.
- 11.3. Any notice sent by fax or email shall be deemed (in the absence of evidence of earlier receipt) to have been delivered on the next working day following transmission.
- 12. Miscellaneous**
- 12.1. This Agreement supersedes all prior oral or written understanding between the parties and constitutes the entire agreement with respect to the subject matter in this Agreement.
- 12.2. This Agreement shall not be modified or amended except in writing and when signed by authorized representatives of the parties.
- 12.3. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions.
- 12.4. Customer agrees that this Agreement is intended to be kept confidential to the marketplace at large. Therefore, Customer shall not disclose this Agreement, any portion hereof, or any of the terms hereof to any third party.
- 12.5. Customer acknowledges and agrees that time is of the essence with respect to Customer's obligations under this Agreement.
- 12.6. Trepp shall not be liable for any failures or delays in the provision of the Services due to causes beyond its reasonable control or anticipation, including, without limitation, fire, war, earthquake, labor controversies, riots, civil commotion, acts or restrictions of any government or governmental agency, orders of court, or failures or delays of third party suppliers.
- 12.7. In the event the Service includes third party data or services and Trepp's agreement with such third party for such third party data or services is terminated, the Service shall cease to include such third party data and services, and Trepp shall not be deemed to be in breach of this Agreement provided that Trepp shall use commercially reasonable efforts to replace such terminated third party data or services with equally suitable, functionally equivalent, data or services.
- 12.8. Customer is not entitled to transfer or assign this Agreement, by operation of law or otherwise, without Trepp's prior written consent. Any transfer of a majority of the stock, membership interests, partnership interests or other evidences of ownership of Customer shall be deemed to be an assignment of this Agreement. Trepp may assign, sub-contract or sub-let this Agreement or any part thereof.
- 12.9. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws. The parties agree that the federal and state courts located in New York County in the State of New York is the exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
- 12.10. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from this Agreement.

## Addendum No.1 to Standard Terms and Conditions

This Addendum No.1 to Standard Terms and Conditions (this "Addendum No.1") is dated effective as of the Commencement Date (as defined in the Customer Order Form) by and between Trepp, LLC ("Trepp") and Tarrant Appraisal District ("Customer").

WHEREAS, simultaneously herewith, the parties hereto are entering into that certain Customer Order Form for the license of the Services described thereunder from Trepp to Customer;

WHEREAS, attached to and incorporated into the Customer Order Form are the Standard Terms and Conditions (the "Original Standard Terms and Conditions");

WHEREAS, the parties hereto wish for this Addendum No.1 to amend and/or supplement the Original Standard Terms and Conditions as set forth herein; and

WHEREAS, the Customer Order Form, the Original Standard Terms and Conditions and this Addendum No.1, collectively, are hereby referred to as the "Agreement".

NOW THEREFORE, in consideration of the foregoing premises, the parties hereto agree as follows:

1. In the event of any conflict among this Addendum No.1, the Customer Order Form and the Original Standard Terms and Conditions, this Addendum No.1 shall control.
2. All capitalized terms contained in this Addendum No. 1 shall, unless otherwise defined herein, have the meaning given to them in the Customer Order Form or Original Standard Terms and Conditions.
3. Section 1 of the Original Standard Terms and Conditions is amended by replacing the definition of "Terms of Use" with "'Terms of Use' means terms of use attached hereto as Exhibit A." In addition, the reference below on the Customer Order Form to "the Terms of Use on <http://www.trepp.com/termsfuse.cgi?whichTrepp=m>" is deleted and replaced with "the Terms of Use attached hereto as Exhibit A". The Terms of Use may not be amended except as provided in Section 12.2 of the Original Standard Terms and Conditions.
4. A new Section 2.1.1 is added to the Original Standard Terms and Conditions to read as follows:
  - 2.1.1 If and only if Customer fails to secure funds for the payment of its obligations hereunder for any fiscal year, this Agreement shall be terminated as of December 31, 2020, December 31, 2021 or December 31, 2022 or the last date of the then current Renewal Period, provided that (a) Customer will provide a prior written thirty (30) days' notice of such termination, (b) Trepp is under no obligation to effect such termination unless and until notice thereof is received, and (c) Customer's obligation to pay any and all fees due and payable prior to any such termination shall survive such termination.
5. Notwithstanding Section 2.2 of the Standard Terms and Conditions, the Monthly Rate for TreppLoan™ shall be as follows:
  - a. \$2,200.00 for the period beginning on Commencement Date through December 31, 2019.
  - b. \$4,000.00 for the period beginning on January 1, 2020 through December 31, 2020.
  - c. \$4,120.00 for the period beginning on January 1, 2021 through December 31, 2021.
  - d. \$4,243.60 for the period beginning on January 1, 2022 through December 31, 2022.
  - e. Following the Initial Period, the fees for TreppLoan™ shall increase pursuant to Section 2.2 of the Standard Terms and Conditions at the beginning of the then-current Renewal Period.
6. A new Section 5.4 is added to the Original Standard Terms and Conditions to read as follows:

- 5.4 Notwithstanding anything to the contrary herein, Customer may use discrete portions of Trepp data that Customer receives in connection with the Service hereunder and Derived Data to perform its duties and obligations pursuant to the Texas Tax Code and other applicable laws including but not limited to using and disclosing to: (i) property owners and their designated agents and attorneys involved in preparation of appraisal records and appraisal rolls, protests brought under Chapter 41 of the Texas Tax Code, and appeals brought under Chapter 42 of the Texas Tax Code; and (ii) to the Office of the Texas Comptroller and designated agents for property value studies and appeals thereof pursuant to section 403.302 of the Texas Government Code and section 5.10 of the Texas Tax Code. Except with Trepp's prior written permission, or as required by a final decision of the Texas Attorney General or a court rendered after Trepp has had the opportunity to assert its third-party claims to exceptions under the Texas Public Information Act ("TPIA"), as provided in TPIA section 551.305, any such permissible use and disclosure to persons other than Customer's employees and agents shall not extend to any amount of Trepp data or Derived Data which could cause the information so used or distributed to be susceptible to use, substantially as a source of, or a substitute for, the Service or to compete with Trepp.
7. A new clause at the beginning of Section 9.1 is added to the Original Standard Terms and Conditions to read as follows: "Only to the extent permitted under Texas law,".
8. Section 9.2 of the Original Standard Terms and Conditions is hereby deleted in its entirety.
9. Section 12.4 of the Original Standard Terms and Conditions is hereby deleted in its entirety and amended to read as follows:  
12.4 Customer understands that Trepp considers this Agreement confidential and proprietary to Trepp and trade secrets of Trepp as those terms are used in the TPIA. Customer shall not disclose this Agreement to a third party or any portion hereof unless required to do so under the TPIA or with prior written permission from Trepp.
10. Section 12.9 of the Original Standard Terms and Conditions is hereby deleted in its entirety and amended to read as follows:  
12.9 This Agreement and the rights and obligation of the parties hereunder shall be governed and construed in accordance with the laws of the State of Texas without regard to principles of conflict of laws. The parties agree that the federal and state courts located in Tarrant County in the state of Texas have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
11. Trepp makes the following representations:
- Trepp is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.
  - Trepp is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code.
  - Trepp is not listed on the federal government's terrorism watch list, as prohibited by Executive Order 13224.
  - Pursuant to Section 2270.002, Texas Government Code, Trepp does not boycott Israel and will not boycott Israel during the term of the Agreement.
12. All references in the Agreement to "the Standard Terms and Conditions" shall be deemed to mean the Original Standard Terms and Conditions as amended by this Addendum No.1. Except as specifically amended by this Addendum No.1, the Original Standard Terms and Conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No.1 to be executed as of the Commencement Date.

**CUSTOMER**

Tarrant Appraisal District

By:   
Name: JEFF LAW  
Title: CHIEF APPRAISER

**TREPP**


Trepp, LLC

By: \_\_\_\_\_  
Name: Annemarie DiCola  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No.1 to be executed as of the Commencement Date.


**CUSTOMER**

Tarrant Appraisal District

By:   
Name: JEFF LAW  
Title: CHIEF APPRAISER

**TREPP**

Trepp, LLC

By:   
Name: Annemarie DiCola  
Title: Chief Executive Officer



## EXHIBIT A

### TERMS OF USE

Use of any information, data and analytics from this TREPP, LLC ("TREPP") website, <http://www.TREPP.com> or <https://www.TREPP.com> or <http://www.investcapadvisors.net> or <http://loanadvisor.trepp.com> or <http://www.treppreitcafe.com> or <http://www.reitcafe.com> or <http://www.trepptrade.com>, or <http://www.trepp.com/clo> (including, without limitation the following TREPP services/products: Trepp CMBS Analytics on the Web™, TreppData Feed™, TreppDerivative™, TreppEngine™, TreppMorning Update™, TreppPricing™, TreppStructuring™, TreppTrade™, TreppWatch™, TreppWeb Services™, TreppWire™, TreppBank Navigator™, TreppBank Navigator™ - Trepp Capital Adequacy Stress Testing, TreppLoan Advisor™, TreppLoan Portfolio™, TreppLoan™, Trepp CLO Analytics™, Trepp OLM™, Trepp SRA™, Trepp REITCafe™, and/or Markit iBoxx Trepp CMBS Indices™), is governed by the "Terms Of Use" provided on this website, and your use of this website and/or any of the TREPP services/products (singly or collectively, hereinafter also referred to as the "TREPP Website", the "Website") is deemed acceptance of these terms. Any use of this Website in violation of these Terms of Use is unauthorized, is expressly prohibited, is a violation of Federal law, and could incur a statutory penalty of \$150,000 per violation.

Use of any information, data and analytics from any other TREPP website, <http://www.treppdm.com> and/or <http://www.treppdefaultmodel.com> (including, without limitation, Trepp Default Model™, also referred to as TreppDM™ solely for the convenience of reference), is governed by the "Terms Of Use" provided on that applicable website.

Use of any information, data, software and analytics from the TREPP Website is strictly reserved for the sole use of current clients of TREPP, authorized trial users, or other parties specifically approved by TREPP, and their use is further subject to the terms of any other agreements that their institutions have in place with TREPP. Use of any information, data, software and analytics from the TREPP Website requires registration by the user on the TREPP Website.

Unauthorized access to the TREPP Website may subject you to Federal civil and criminal liabilities, which liabilities are separate and distinct from copyright violation. Any user of the TREPP Website is obligated to keep the User Name and Password provided by TREPP confidential, and may be subject to liability under Federal laws for failure to do so.

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