



La Salle County Appraisal District

P. O. Box 1530

204 NE. Lane

Cotulla, Texas 78014

Phone: (830) 879-4756 FAX: (830) 879-4067

Regular Called Board of Directors meeting August 16, 2017 4:15 P.M.

- 2017-045:** The meeting was called to order by Deonicio Ramirez Jr. at 5:14.P.M.
- 2017-046:** A quorum was established with all members present.
- 2017-047:** No citizen's comments.
- 2017-048:** Next on the agenda was approval of the July 14, 2017 minutes. Mike Whitwell made the motion to accept the minutes after correcting that Brenda Wright made the motion to adjourn. Richard Maldonado seconded the motion. The motion carried.
- 2017-051** At 5:50 P.M. the Board of Directors recessed the regular meeting and convened in executive session. To discuss items **2017-049 & 2017-050**.
At 6:31 P.M. the Board recess executive session and returned to open session.
- 2017-052:** Elizabeth Martinez made a motion to accept the consideration, discussion and/or action on matters discussed in Executive session, to include action on pending Litigation. The motion was seconded by Brenda Wright. The motion carried.
- 2017-053:** Mike Whitwell made a motion to approve the 2018 budget. The motion was seconded by Brenda Wright. The motion carried.
- 2017-054:** There was no action taken on adjusting or the 2017 budget
- 2017-055:** Bruce Martin presented the financial report and Mike Whitwell made a motion to accept it as read and was seconded by Elizabeth Martinez. The motion carried.
- 2017-056:** Gary Zeitler presented a detailed report on where the district was on discovering and rolling back the taxes on industrial property.
- 2017-057:** Bruce presented the Chief Appraisers Report.
- 2017-058:** Elizabeth Martinez made the motion to set the next regular Board meeting for Tuesday, September 26 at 4:00 P.M. Richard Maldonado seconded the motion. The motion carried.
- 2017-059:** Elizabeth Martinez made the motion to adjourn and Brenda Wright seconded the motion. The motion carried and the meeting adjourned 6:57 P.M.

Chairperson Dennis Lamij

Secretary [Signature]

HARRIS GOVERN

MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (this "Agreement") is made and entered into on _____ ("Effective Date") by and between HARRIS GOVERN, an unincorporated business unit of Harris Local Government Solutions Inc. ("HARRIS GOVERN") and the **LASALLE COUNTY APPRAISAL DISTRICT** ("Licensee").

1. DEFINITIONS.

"Purchase Order" has the meaning set forth in Section 2.

1.1 "Floating User" means the number of undesignated concurrent users specified in any Purchase Order who may simultaneously access and use the Licensed Software, subject to the license granted herein.

1.2 "Named User" means the number of users specified in any Purchase Order who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.3 "Licensed Software" means the proprietary HARRIS GOVERN software (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order.

1.4 "Business Unit" means the specific county division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.5 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

1.6 "Production" means the utilization of the Licensed Software to input information into the system, in a non-testing environment, that will be used to perform any of the following functions- create ownership information, create property valuations, collect and receipt tax monies, and to publish property assessment information to the public.

2. PURCHASE ORDERS.

2.1. Licensee may issue to HARRIS GOVERN written Purchase Orders identifying the Licensed Software (as defined below) and services Licensee desires to obtain from HARRIS GOVERN (the "Purchase Order(s)"). Such Purchase Orders

shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that the initial version of each Purchase Order shall be generated by HARRIS GOVERN. HARRIS GOVERN shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order. HARRIS GOVERN may reject a Purchase Order that does not meet the conditions described above by promptly providing to Licensee a written explanation of the reasons for such rejection. In order to be valid, all Purchase Orders submitted by Licensee must be substantially in the form of Purchase Order attached hereto and shall be executed by authorized representatives of each party prior to taking effect. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

3. LICENSE.

3.1. Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, HARRIS GOVERN hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license and/or sublicense, as applicable, to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named Users specified in the Purchase Order.

3.2. Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or

termination of this Agreement unless it enters into an additional license agreement with HARRIS GOVERN, (iii) attempt to circumvent any technical devices of the Licensed Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or recommended by HARRIS GOVERN. Licensee acknowledges and agrees that the License is restricted to county operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

4. SERVICES.

4.1. Professional Services. HARRIS GOVERN shall provide professional services ("Services") as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order, HARRIS GOVERN personnel will perform these Services at the rate and charges set forth in such Purchase Order, plus applicable travel, meal and lodging expenses.

4.2 Maintenance and Support Services. HARRIS GOVERN shall provide maintenance and support services ("Maintenance") as described in Purchase Orders to maintain the Licensed Software in compliance with the Texas Property Tax Code,

and to provide technical support, Licensed Software updates, and other services as described in Purchase Orders. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to in a maximum of 2 hours from the time the call was placed. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, licensee will be required to pay HARRIS GOVERN the entire Maintenance Services Fees for the period of discontinuance, plus the Maintenance Services then commencing.

5. FEES AND EXPENSES.

5.1. In consideration for the License and the Services and Maintenance to be provided by HARRIS GOVERN, Licensee shall pay the fees as indicated in the applicable Purchase Order. Licensee will pay these fees within thirty (30) days of the date of the invoice, unless otherwise provided in the Purchase Order. Thereafter, all past due balances shall accrue interest at the rate of 1% per month.

6. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1. Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by HARRIS GOVERN to Licensee (the "Proprietary Information") are confidential and that HARRIS GOVERN has and will have exclusive Intellectual Property Rights in such Proprietary Information. For purposes of this Agreement, "Proprietary Information" shall include all third-party information provided by HARRIS GOVERN to Licensee.

Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of HARRIS GOVERN'S Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of HARRIS GOVERN. Except as otherwise expressly set forth in any Purchase Order, HARRIS GOVERN shall own all right, title, and interest in and to all Deliverables that are written or created by HARRIS GOVERN personnel alone or jointly with Licensee or third parties in connection with this Agreement. "Deliverable" shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.2. Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject

only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to HARRIS GOVERN and/or the applicable licensor. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.3. Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of HARRIS GOVERN confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Demonstrating the capability of the system to competing appraisal districts, competing vendors, and/or competing agents shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.4. HARRIS GOVERN agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. HARRIS GOVERN agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to HARRIS GOVERN's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement.

6.5. The provisions of this Section 6 apply to the Licensed Software as originally delivered by HARRIS GOVERN and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.6. Licensee agrees to assist HARRIS GOVERN in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with HARRIS GOVERN in any litigation that HARRIS GOVERN determines is reasonably necessary to protect the Proprietary Rights.

6.7. The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages.

7. INDEMNITY.

7.1. HARRIS GOVERN will indemnify and defend Licensee, at HARRIS GOVERN'S expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies HARRIS GOVERN in writing of any such claim; (ii) gives HARRIS GOVERN full authority and control of the settlement and defense of the claim; and (iii) fully cooperates with HARRIS GOVERN in the defense of such claims, including providing adequate assistance and information. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without HARRIS GOVERN'S prior written consent.

7.2. This indemnity does not apply to, and HARRIS GOVERN will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than HARRIS GOVERN unless approved in writing by HARRIS GOVERN; (ii) modifications made by HARRIS GOVERN at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a

prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3. If an infringement claim arises, or in HARRIS GOVERN'S reasonable opinion is likely to arise, HARRIS GOVERN may at its own expense obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to HARRIS GOVERN, HARRIS GOVERN may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF HARRIS GOVERN AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

8. WARRANTY AND LIMITATION OF LIABILITY. HARRIS GOVERN warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License extended under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for ninety (90) days from delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time. **HARRIS GOVERN MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE LICENSED SOFTWARE OR ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. HARRIS GOVERN DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, HARRIS GOVERN HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE**

LICENSED SOFTWARE. EXCEPT FOR DAMAGES ARISING FROM THE BREACH OF EITHER PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR THE CONFIDENTIAL OBLIGATIONS SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR DAMAGES IN EXCESS OF ANY AMOUNTS ACTUALLY PAID TO HARRIS GOVERN HEREUNDER. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, HARRIS GOVERN may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to HARRIS GOVERN that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay HARRIS GOVERN all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, the limitation of liability provisions of paragraph 8, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. HARRIS GOVERN acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee ninety (90) days after written notice to HARRIS GOVERN of the non-appropriation of public funds. It is expressly agreed that licensee shall not activate this non-appropriation provision for

its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

10. MISCELLANEOUS.

10.1. Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of HARRIS GOVERN, and (ii) HARRIS GOVERN may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3. This Agreement constitutes the full and complete understanding and agreement of HARRIS GOVERN and Licensee and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement will be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

10.4. No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.5. HARRIS GOVERN and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.6. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Texas, without respect to

conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of the State and Federal District Courts for Collin County in Plano, Texas for the commencement or maintenance of any action between the parties arising hereunder. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.7. If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.8. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.9. The parties may make disclosures regarding this Agreement required by legal, accounting, or regulatory agencies. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by HARRIS GOVERN. HARRIS GOVERN may disclose Licensee's name on a list of customers.

10.10. This Agreement will become effective only upon execution of this Agreement by an authorized officer of HARRIS GOVERN and Licensee.

10.11. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or

overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to HARRIS GOVERN shall be sent to: HARRIS GOVERN, 760 N Watters Road, Suite 100, Allen, TX 75013.

10.12. The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

HARRIS GOVERN

Address: 760 N Watters Road
Suite 100
Allen, TX 75013

By: _____
Name: Robert Wood
Title: Vice President of Sales and Marketing

LASALLE COUNTY APPRAISAL DISTRICT

Address: P.O. Box 1530
Cotulla, TX 78014

By: _____
Name: _____
Title: _____

**Purchase Order 1
Licensed Software, Implementation and Training**

This Purchase Order 1 ("Purchase Order") to the HARRIS GOVERN Master License and Services Agreement ("Agreement") is made and entered into on _____ ("Effective Date") by and between HARRIS GOVERN, an unincorporated business unit of Harris Local Government Solutions Inc. ("HARRIS GOVERN") and LASALLE COUNTY APPRAISAL DISTRICT ("Licensee") pursuant to the terms of the Agreement. Capitalized terms used but undefined in this Purchase Order shall have the meanings assigned to them in the Agreement.

<i>Required Items</i>	<i>Price</i>
<i>Software License</i>	<i>\$37,109</i>
<i>Professional Services</i>	<i>\$204,830</i>
<i>Third Party Software</i>	<i>\$11,885</i>
<i>Hardware On-Site Discovery (Estimate)</i>	<i>\$11,176</i>
Total	\$265,000

1. Licensed Software. HARRIS GOVERN shall deliver the following Licensed Software to Licensee. Licensee shall pay License fees in accordance with the payment schedule set forth in Section 7 of this Purchase Order.

Software Licenses		Appraisal	
Number of Parcels	56,415		
Number of Appraisal Users	9		
PACS Appraisal Application		\$	29,600
Appraisal User Licenses	9	\$	27,000
GIS Analyst License(s)	1 \$	3,500 \$	3,500
Forms Processing License	1 \$	795 \$	795
Pictometry License (No Mobile)	1 \$	1,500 \$	1,500
Discount		\$	(25,286)
PACS Software Total			\$ 37,109

Required Third-Party Software			
MS Windows Server -TS Client Licenses (Tax Office)	5 \$	135 \$	675
Microsoft SQL Server Software License	1 \$	960 \$	960
Microsoft SQL Server User Licenses (CALs)	10 \$	275 \$	2,750
ESRI ArcGIS Runtime Licenses	15 \$	500 \$	7,500
Third-Party Software Total			\$ 11,885

2. License Period. The term of this Purchase Order shall begin on the Effective Date and continue in effect for a period of two (2) years from the beginning of the maintenance term unless terminated as provided in the Agreement. Thereafter, this Purchase Order shall run concurrently with the Maintenance Agreement.

3. Business Unit (if applicable): Not Applicable

4. Hardware Fees

HARRIS GOVERN shall provide hardware as set forth below and Licensee shall pay the hardware fees as specified in the payment schedule in Section 7 of this Purchase Order.

Hardware	Price
Hardware (Estimate conducted) On-Site discovery completed ready for contract signing. Fiber optic connectivity to server and County Tax office network, must be in place for high speed connection between both offices.	\$ 11,176

**Purchase Order 1
Licensed Software, Implementation and Training**

5. Professional Services.

A. Professional Services Fees:

HARRIS GOVERN will provide the following professional services for data conversion, implementation, and training. Licensee will pay the professional services fees as specified in the payment schedule in Section 7 of this Purchase Order. Additional hours may be purchased at the then current rate of per hour plus expenses.

Professional Services	Project Implementation	Cost
	<p><u>Project Management</u> Project Kickoff Onsite – Project Coordination</p> <p><u>Conversion</u> Standard Conversion for Appraisal from P&A Roll History Conversion for 5 years Document Imaging Conversion</p> <p><u>Special Projects</u> (County Tax Office to incur cost of \$26,400 for integration to CAD db) Configuration Points for BIS on: Home Page Setup PropertyACCESS Setup – 30 day refresh On-Line Appeals Setup</p> <p><u>Software Installation</u> PACS Appraisal Project Installation (Includes conversion, cleanup, pricing and depreciation table installation for Real and BPP)</p> <p><u>Hardware Installation</u> Server & PC Installation and Configuration</p> <p><u>Training</u> PACS Appraisal Training Four (4) years of PACS Appraisal Training (1 week per year) Declined PACS Mobile Setup & Training</p>	
	Professional Services Total	\$204,830

Purchase Order 1
Licensed Software, Implementation and Training

B. Professional Services Activities:

- i. Project Scoping: This consists of performing the following services: (a) develop a project scope document (b) develop a project implementation document that details the configuration of the Licensed Software.
- ii. Data Conversion: This consists of performing the following services: (a) pre-conversion meeting between TA's analyst performing the conversion and Licensee's technical staff to discuss file layouts and other data related issues that may be of importance. (b) Data conversion will be performed prior to the scheduled installation date. Data entry on previous vendor's system must stop during this data conversion phase. (c) Data validation by Licensee staff to allow Licensee personnel to evaluate the converted data. Data placed in incorrect locations will be adjusted and re-converted. (d) If necessary, a final conversion will be performed a few days prior to installation date and data will be re-validated.
 - a. Appraisal Data Conversion Dependencies: The appraisal conversion will include the current year's appraisal data and up to 5 years of historical data. The historical data conversion is only possible if prior year's record layouts or table schemas are sufficiently the same format as the current year and follows the same business rules. If the historical data format is not sufficiently similar to the current year's format, HARRIS GOVERN may propose a separate Purchase Order for this historical data conversion.
 - b. Collections Data Conversion Dependencies: The collections conversion will include delinquent only information. If payment history is desired, there are two (2) options; (a) If the payment history is desired for reference-only, read-only, or for printing-only, the data can be converted into a flat file and records can be viewed from within a property record; and (b) If the payment history is desired as active data that can be manipulated such as voiding receipts paid in the previous system, etc, then the payment history data must be provided with sufficient detail for proper conversion, including the breakdown of penalty and interest for each portion of levy assessed. Additional fees may apply for option (b) above.
- iii. Project Management: This consists of HARRIS GOVERN's management staff coordinating and organizing the implementation and conversion efforts to ensure transition is a success.
- iv. Product Configuration & Data Validation: This consists of product configuration management, appraisal data validation, PACS appraisal product configuration, collections data validation, PACS collections product configuration.
 - a. PACS Client Configuration: This consists of HARRIS GOVERN's technical personnel visiting Licensee's offices and configuring and testing the appraisal and tax collection software application on Licensee machines. Technical staff will at this time also install the PACS database, PACS middle-tier and Licensee's data on the server including PC configuration as necessary.
 - b. PC Software Dependencies: The initial installation of PACS software on Licensee's PCs will require the use of IT personnel. The client or desktop and server hardware must meet minimum specifications as outlined in the "Hardware and LAN Requirements" attached hereto.
- v. Server Configuration: This consists of HARRIS GOVERN's technical personnel configuring the server and all other required computer hardware, including, but not limited to the following (a) configuring Windows Server (b) configuring backup software (c) configuring Dynamic Host Configuration Protocol (DHCP) services (d) configuring Remote Access Services (RAS) (e) configuring Internet Information Server (IIS) services (f) configuring MS SQL Server (g) configuring internet connectivity and related fire-wall software. (h) configuring print services, printer drivers, network printers and monitoring software (i) adding all users
- vi. Product Training: This consists of HARRIS GOVERN's product specialists to conduct onsite training in several areas including: (a) appraisal product training, if applicable, (b) collections product training, if applicable, and (c) System Administration training.

C. Acceptance of Conversion: The conversion shall be deemed accepted after HARRIS GOVERN presents Licensee with summary totals and reports that validate that all data has been converted and Licensee accepts the same in writing within five (5) business days of receiving such summaries and reports.

6. Hardware and LAN Requirements – The PACS product is a 32-bit N-Tier application and as such has some minimal hardware requirements. These requirements will be reviewed ninety (90) days prior to implementation to ensure they reflect the most current hardware and LAN requirements.

LAN Requirements - The PACS product also requires a Local Area Network (LAN) infrastructure to be in place for proper operation. All cable-drops must be Category 5 or better certified throughout the building.

**Purchase Order 1
Licensed Software, Implementation and Training**

Hardware Recommendations

<i>Like solutions available from Dell</i>		Workstation	PACS DB Server	Job/Web Server
		<i>Dell Optiplex 7010</i>	<i>Dell PowerEdge T620</i>	<i>Dell PowerEdge T320</i>
Minimum	CPU RAM Hard Drive Disc Drive Network Card Operating System Miscellaneous Software Monitor		2x Six Core 2.4 GHz Processor 32 GB 2x 300 GB (RAID 1 - OS) 15k SAS 3x 600 GB (RAID 5 Data) 15k SAS DVD-ROM 1 Gb Windows 2012 Server Std R2 Microsoft SQL 2008 Std R2 N/A	Quad Core 2.9 GHz Processor 8 GB 2x 300 GB (RAID 1 - OS) 15k SAS DVD-ROM 1 Gb Windows 2012 Server Std R2 N/A
Recommended	CPU RAM Hard Drive Disc Drive Network Card Operating System Miscellaneous Software Monitor	Quad Core Intel i5 3GHz Processor 8 GB 300 GB DVD-ROM 1 Gb Windows 7 Professional (64-bit) Microsoft Office Home and Business 19" Analog Flat Panel Display (1280x1024 resolution)	Based on County size	Based on County size
Optimal	CPU RAM Hard Drive Disc Drive Network Card Operating System Miscellaneous Software Monitor	Quad Core Intel i7 Processor 16 GB 1 TB DVD-RW 1 Gb Windows 7 Professional (64-bit) or Windows 8.1 Pro Microsoft Office Professional 2x 19" Analog Flat Panel Display (1280x1024 resolution)	Based on County size	Based on County size

* Microsoft Word needed for Letter Processing and some reports.

7. Payment Schedule – HARRIS GOVERN will invoice Licensee in accordance with the following schedule based upon the occurrence of the events as specified below.

	Event	Amount
Payment #1	PACS Software Upon execution of Agreement and delivery of Licensed Software	\$88,316.50
Payment #2	Hardware and Third-Party Software Upon delivery of hardware and third-party software	\$23,061.00
Payment #3	Professional Services Part 1 Upon completion of the hardware configuration & commencement of product installation and training.	\$51,207.50
Payment #4	Professional Services Part 2 Upon completion of product training	\$102,415.00
		\$265,000.00

**Purchase Order 1
Licensed Software, Implementation and Training**

8. Other Requirements.

- A. In order that Licensee is assured proper access to the Licensed Software, HARRIS GOVERN requires that Licensee maintain a certain computing and networking environment as set forth in Section 6 (*Hardware and LAN Requirements*). HARRIS GOVERN will determine and ensure proper configuration of all hardware and related equipment and devices and verify such hardware (whether currently owned or later purchased) is compatible with the Licensed Software.
- B. Licensee will implement procedures sufficient to satisfy its obligations for security under the Agreement, including appropriate control of its employees to prevent misuse, unauthorized copying, modification, or disclosure of the Licensed Software.
- C. Acquisition of Data for Conversion: At the initiation of the conversion process and installation of the Licensed Software, it may be necessary for HARRIS GOVERN to review, inspect or request data in a software system managed or owned by a third party vendor. Licensee agrees to provide HARRIS GOVERN access and if necessary obtain all necessary third party rights and permissions to access such systems or obtain such data as requested by HARRIS GOVERN. Licensee agrees to indemnify HARRIS GOVERN for any liability for damages to a third party vendor involving claims of use or misuse or access to confidential and/or privileged information by HARRIS GOVERN but only to the extent that such damages resulted from the actions of Licensee. HARRIS GOVERN will not be held responsible for any delays in Licensee's failure to procure the requested data or receive third party vendor authority for access by HARRIS GOVERN.
- D. Budgeted Implementation Days: HARRIS GOVERN will conduct implementation services as indicated above up to the total number of professional service days outlined above. Implementation services may include conversion, software and hardware configuration, and training. If for any reason one service takes less time than anticipated, the unused hours will not roll over to the next service. If it is anticipated that implementation or conversion will take longer than expected, then HARRIS GOVERN will notify Licensee and the parties agree to work cooperatively with each to adjust the project scope in order to bring the project within budget.

IN WITNESS WHEREOF, the parties have executed this Purchase Order as of the Effective Date.

HARRIS GOVERN

Address: 760 N Watters Road
Suite 100
Allen, TX 75013

By: _____
Name: Robert Wood
Title: Vice President of Sales and Marketing

LASALLE COUNTY APPRAISAL DISTRICT

Address: P.O. Box 1530
Cotulla, TX 78014

By: _____
Name: _____
Title: _____

**Purchase Order 2
Maintenance**

This Purchase Order 2 ("Purchase Order") to the HARRIS GOVERN Master License and Services Agreement ("Agreement") is made and entered into on _____ ("Effective Date") by HARRIS GOVERN, an unincorporated business unit of Harris Local Government Solutions Inc. ("HARRIS GOVERN") and **LASALLE COUNTY APPRAISAL DISTRICT** ("Licensee") pursuant to the terms of the Agreement. Capitalized terms used but undefined in this Purchase Order shall have the meanings assigned to them in the Agreement.

1. HARRIS GOVERN will provide the following Maintenance services:
 - A. Unlimited phone, internet, and email support during normal business hours for two (2) contacts.
 - B. Licensed Software updates as needed to stay in compliance with relevant legislation.
 - C. General product enhancements provided to all Maintenance customers.
 - D. The Harris Govern maintenance support policy DOES NOT include:
 - On-site support
 - Troubleshooting third party applications or other software applications not developed or integrated with PACS
 - Assistance with personal computer problems.
 - Legal Advice
 - Any services beyond standard troubleshooting. Support requests that expand over 2 hours (i.e. custom queries, etc.) may be converted to professional services with additional costs involved

2. Licensee shall be invoiced in four (4) equal installments at the beginning of each quarter as follows: January 1, April 1, July 1, and October 1.

3. Payment for Maintenance and Support-Annual Maintenance and Support Services fees are required to be paid by Licensee as specified in the Agreement. Payments for Maintenance and Support Services shall be due within thirty (30) days after the receipt of HARRIS GOVERN's invoice. Thereafter, all past due balances shall accrue interest at the rate of 1% per month.

4. Annual Maintenance fees are set forth below:

Support and Maintenance

	Unit	Parcel	Total	
Appraisal Annual Support & Maintenance On-Line Appeals Support Included Property ACCESS Maintenance Included with maps Integrated Home Page Maintenance Included	1	\$ 28,450	\$	28,450
ESRI ArcGIS Runtime License	15	\$ 100	\$	1,500
GIS Analyst Annual Support & Maintenance	1	\$ 2,000	\$	2,000
Forms Processing Maintenance	1	\$ 950	\$	950
GIS Maintenance	1	\$ 10,000	\$	-
Deeds Processing Maintenance	1	\$ 16,413	\$	-
Platinum IT Support (Includes) Server Support PC / per User	1	\$ 10,960	\$	-
Server Monitoring (Includes) Off-Site Backup Disaster Recovery E-mail Hosting	1	\$ 8,408	\$	-
Total Annual Maintenance Cost			\$	32,900

**Purchase Order 2
Maintenance**

5. Standard Maintenance fees may be adjusted by HARRIS GOVERN based on calendar year.
6. The Maintenance term shall begin when end user training starts for the Licensed Software and continue for a period of one (1) year ("Initial Term"). Upon expiration of the Initial Term, this Purchase Order shall automatically renew annually following the "Initial Term".
7. After the Initial Term, either party may terminate Maintenance for any reason upon one hundred and eighty (180) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Purchase Order as of the Effective Date.

HARRIS GOVERN

Address: 760 N Watters Road
Suite 100
Allen, TX 75013

By: _____
Name: Robert Wood
Title: Vice President of Sales and Marketing

LASALLE COUNTY APPRAISAL DISTRICT

Address: P.O. Box 1530
Cotulla, TX 78014

By: _____
Name: _____
Title: _____

La Salle CAD - PACS Implementation
(Harris Govern)

ID	Task Name	Duration	% Complete	Start	Finish	Resource Names	Predecessors
1	La Salle CAD - Implementation Schedule	62 days 0%		Mon 10/16/17	Fri 11/26/18		
2	Contract signed	0 days 0%		Mon 10/16/17	Mon 10/16/17		
3	Project Kickoff	1 day 0%		Tue 11/7/17	Tue 11/7/17		
5	Data Conversion and PACS Installation	53 days 0%		Fri 10/20/17	Fri 11/9/18		
6	Preliminary Data Conversion	34 days 0%		Fri 10/20/17	Fri 12/8/17		
7	Preliminary data extraction	1 day 0%		Fri 10/20/17	Fri 10/20/17 All		7
8	PACS Database extraction from legacy server	1 day 0%		Mon 10/23/17	Mon 10/23/17		8
9	Data Conversion and Data Validation	30 days 0%		Tue 10/24/17	Wed 12/6/17		7
10	Balancing Data Extraction & Totals Reports from PrA-Paragon	2 days 0%		Mon 10/23/17	Tue 10/24/17 CAD		7
11	Balancing to Market Current Year	10 days 0%		Wed 10/25/17	Tue 11/7/17	Robbie Goolsby	14
15	Balancing to Taxable Current year	5 days 0%		Wed 11/8/17	Tue 11/14/17 Harris BA		14
16	Balancing to Calculated model Current Year	10 days 0%		Wed 11/15/17	Thu 11/30/17		15
17	Balancing to Taxable on prior years	5 days 0%		Fri 12/1/17	Thu 12/7/17		16
18	Transfer Training Database	1 day 0%		Fri 12/8/17	Fri 12/8/17 Harris IT		20, 17
19	Systems / Hardware Installation	1 day 0%		Wed 11/15/17	Wed 11/15/17		
21	Final data preparation and extraction	12 days 0%		Thu 11/15/17	Fri 11/19/18	Harris	17
22	System Cut-off and Final Extraction	2 days 0%		Thu 11/15/17	Fri 11/19/18 La Salle		17
23	Go-Live / Final Conversion	10 days 0%		Fri 11/19/18	Fri 11/19/18	Harris Conversion	22
24	Final data migration	10 days 0%		Mon 11/19/18	Fri 11/19/18 Harris Conversion		
25	Balance raw data to 2017 Preliminary Totals Report	0 days 0%		Fri 11/19/18	Fri 11/19/18		
26	Current Year: Balance to property records	0 days 0%		Fri 11/19/18	Fri 11/19/18		
27	Load Schedules	1 day 0%		Mon 11/19/18	Mon 11/19/18		
28	Final database transfer	1 day 0%		Fri 11/19/18	Fri 11/19/18	Harris IT	24FS-1 day
29	PACS Training	10 days 0%		Mon 11/19/18	Fri 11/19/18 Harris BA		22
30	GO LIVE	1 day 0%		Mon 11/22/18	Mon 11/22/18	Harris BA	28, 29
31	Onsite Support during Go Live	4 days 0%		Tue 11/23/18	Fri 11/26/18		30