

THE STATE OF TEXAS

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NOTICE OF APPRAISED VALUE MAILING
SERVICES CONTRACT

COUNTY OF WILLIAMSON

This Contract (the "Contract") is by and between the Williamson Central Appraisal District, Texas (the "District"), and The Master's Touch Print & Mail LLC, a Washington limited liability company (the "Contractor") (herein collectively referred to as "Parties" and individually as "Party"), acting by and through their authorized officers and representatives.

RECITALS:

WHEREAS, the District solicited a Request for Proposals for Notice of Appraised Value Mailing Services (the "RFP"); and

WHEREAS, Contractor submitted a response to the RFP; and

WHEREAS, District received Response, including Questionnaire Response, from the Contractor, which is incorporated herein by reference (hereinafter collectively the "Response"); and

NOW, THEREFORE, for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Term; Termination

1.1 The initial term of this Contract shall begin on the last date of execution hereof (the "Effective Date") and end on January 1, 2023 (the "Initial Term"). The Initial Term of this Contract may be renewed by the District for up to two (2) additional periods of two (2) years each under the same terms and conditions set forth herein by written notice thereof by the District to Contractor prior to the expiration of the then current term (each a "Renewal Term").

1.2 Either Party may terminate this Contract by giving thirty (30) days prior written notice to the other Party. Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the District in accordance with this Contract prior to such termination.

1.3 Either Party may, upon written notice to the other Party, terminate this Contract if the other Party is in breach of this Contract and such breach is not cured within thirty (30) days after receipt of written notice thereof.

Article II Contract Documents

2.1 This Contract consists of the RFP and Response ("collectively the Contract (the RFP and the Response referred to as the "Contract documents"). The RFP and Response are on file in the office of the District's Assistant Director of Operations and are incorporated into this Contract by reference. The Contract Documents are in descending order of precedence. Any conflict between or among any of the Contract Documents shall be resolved in favor of the Contract Document with higher precedence.

- (a) This Contract;
- (b) RFP;
- (c) Response; and
- (d) Pricing Schedule attached as Exhibit "A" and incorporated herein ("Pricing Schedule").

Article III Scope of Service

The Contractor agrees to provide the Notice of Appraised Value Mailing services set forth in the Contract Documents.

Article IV Schedule of Work

The Contractor agrees to provide and complete the required services in accordance with the schedule outlined in the Contract Documents.

Article V Compensation and Method of Payment

5.1 Contractor will be compensated in accordance with the Pricing Schedule. Unless otherwise provided herein, payment to the Contractor shall be monthly based on the Contractor's monthly itemized statement for services, in a form reasonably acceptable to the District. The District shall pay such monthly statements within thirty (30) days after receipt. The Parties mutually agree that in no event may the amount of billing exceed the rates as described in the Pricing Schedule without prior approval of the District. Invoices presented for payment must clearly itemize the volume and rate per unique service/product provided and billed at the rates consistent with the Pricing Schedule.

5.2 Rates set forth in the Contract Documents shall remain in effect for the Initial Term and any Renewal Term, unless paper increases are supported by proper documentation and agreed upon by the County. Price increase requests will be made 30 days prior to effective date.

Article VI
Devotion of Time; Personnel; and Equipment

6.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the services under this Contract. Should the District require additional services not included under this Contract, the Contractor shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Contract and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed between the Parties.

6.2 The Contractor shall furnish the facilities, equipment and personnel necessary to perform the services required under this Contract unless otherwise provided herein.

Article VII
Miscellaneous

7.1 Entire Agreement. This Contract embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Contract.

7.2 Assignment. The Contractor may not assign this Contract without the prior written consent of District Manager.

7.3 Successors and Assigns. Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

7.4 Governing Law. The laws of the State of Texas shall govern this Contract without regard to any conflict of law rules; and venue for any action concerning this Contract shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7.5 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, or courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

Attn: Chief Appraiser
Williamson Central Appraisal District
625 FM 1460
Georgetown, Texas 78626-8050

Attn: Peter G. Smith
General Counsel
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

Attn: James D. Cote
President
The Master's Touch, LLC
1405 N. Ash Street
Spokane, Washington, 99201

7.6 Insurance.

- (a) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to District prior to commencement of services. On every date of renewal of the required insurance policies, the Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to District. In addition, the Contractor shall, within ten (10) business days after written request, provide District with certificates of insurance and policy endorsements for the insurance required herein.

7.7 Indemnification. CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS DISTRICT, ITS OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR, ITS AGENT, ITS CONTRACTOR UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTRL. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7.8 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

7.9 Recitals. The determinations recited and declared in the preambles to this Contract are hereby incorporated herein as part of this Contract.

7.10 Exhibits. All exhibits to this Contract are incorporated herein by reference for all purposes wherever reference is made to the same.

7.11 Amendments. This Contract may be amended by the mutual written agreement of the Parties.

7.12 Authorization. By executing this Contract, each Party represents that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Contract and that this Contract has been authorized by the respective Party.

7.13 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7.14 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

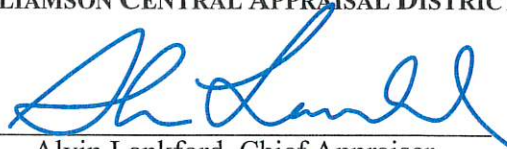
- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signatures on Following Page)

SIGNED AND AGREED this the 9th day of March, 2022.

WILLIAMSON CENTRAL APPRAISAL DISTRICT

By:



Alvin Lankford, Chief Appraiser

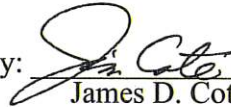
Signed by WCAD
Board Chairman, Jon Lux

March 17, 2022

SIGNED AND AGREED this the 17th day of February, 2022.

THE MASTER'S TOUCH, LLC

By:



James D. Cote, President

EXHIBIT "A"

Williamson County, TX
Exhibit A

DESCRIPTION	RATE	Unit of Measure
Laser Printing Notice/Notice of Protest/FAQ (5 Images)	\$0.075	6 images per sample
Rendering (Fold/Insert/Meter)	\$0.0332	Per parcel
Paper for Laser Printing (4 Sheets)	N/A	Included above
Homestead Application	\$0.055	3 images per sample
Rights & Remedies	\$0.030	per sheet
Offset Printing (Go Green Insert)	\$0.014	each*
1st Insert (Go Green Insert)	N/C	No charge
Offset Printing (Health Flyer)	\$0.0075	each*
Envelopes #10	\$0.029	each*
9 x 12 window for multiple parcels*	\$0.400	each*
Postage Estimate	\$0.426	5 digit presort
Total:*		

* When two or more parcels mail to the same name and address, TMT offers to combine those documents into a 9 x 12 window envelope to reduce overall inserts, envelopes and postage. With this understanding, TMT is unable to determine the total number of envelopes needed until we are able to process the data file. Surely, the total envelopes mailed will be less than the total number of parcels.
Should Williamson CAD like, TMT will process the data file from last mailing in order to give you an accurate total estimate.

Jim Cote
The Master's Touch, LLC
January 3, 2022

Example NAV Board Options Sample

\$ 0.075 6 pages(3 sheets)

\$ 0.0332 Fold and insert

\$ 0.029 #10 envelope

\$ 0.426 Postage

\$ 0.563 Total per envelope*

*Same price for each additional unit

\$ 0.030 Add to above for Rights and Remedies

\$ 0.055 Add to above for Homestead

\$ 0.648 When including Rights and Remedies and Homestead