



THIRD AMENDMENT TO VALUATION LICENSE AND SERVICES AGREEMENT

This Third (3rd) Amendment is entered into and made effective as of October 1, 2025 ("Effective Date") and hereby amends the Valuation License and Services Agreement ("Agreement") effective December 1, 2022 by and between J.D. Power ("JDP") and Jackson County, MO Assessor's Office ("Client"). Client and JDP may be referred to in this Amendment each, individually, as a "Party" and collectively as the "Parties."

WHEREAS Client and JDP wish to amend certain terms and conditions of the Valuation License and Services Agreement effective October 1, 2025.

THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth hereinafter, and for other good and valuable consideration, all terms in this Third Amendment shall have the meaning set forth in the Agreement unless otherwise stated. Except as provided in the Third Amendment, all other terms, conditions, and provisions of the Agreement not expressly amended herein shall continue in full force and effective as provided therein. In the case of any inconsistency between this Third Amendment and the Agreement, this Amendment shall govern.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, JDP and Client agree as follows:

1. Exhibit A-2 is hereby deleted and replaced with Exhibit A-3 and incorporated herein.
2. All references to Exhibit A shall now refer to Exhibit A-3.

This Third (3rd) Amendment may only be modified, by both Parties mutually, in writing, incorporated into as part of the Agreement.

Except as amended herein, all other terms and conditions shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Third (3rd) Amendment to be executed and incorporated into the Valuation License and Services Agreement by their duly authorized representatives.

Jackson County, MO Assessor's Office

J.D. Power

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

VALUATION LICENSE AND SERVICES AGREEMENT – PRODUCT EXHIBIT A-3

This PRODUCT EXHIBIT A-3 ("Product Exhibit") is governed and made part of the Valuation License and Services Agreement ("Agreement") by and between Jackson County, MO Assessor's Office ("Client"), and J.D. Power ("JDP").

1. **Defined Terms:**

"Authorized End Users": Internal employees of Client, STL Software

"Automobile and Truck": Automobiles and Trucks as reported on the State Tax Commission of Missouri Aggregate Abstract Form 11A Back.

"B2B": See Values Online Tool

"Prepaid Block": A set number of Transactions purchases for use within the Values Online Tool. Each Prepaid Block is valid for one year.

"Specialty Vehicles": Motorcycles, Buses, RV's, Boats, Trailers, and other vehicles as reported on the State Tax Commission of Missouri Aggregate Abstract Form 11A Back.

"Transaction": each call to the program that returns Vehicle Information

"Use Period": Client's fiscal year, January- December calendar year following the Effective Date of each Term.

"User License": A required license for each Authorized End User with access to the Values Online Tool ("B2B"). The User License may not be shared.

"Values Online Tool": the proprietary web interface located at www.JDPowerValuesOnline.com for retrieving vehicle values and additional details related to that vehicle.

"Vehicle Information": the information provided by JDP to Client for the tax assessment purposes.

2. **Permitted Use:**

The Vehicle Information may be used solely for the purpose of determining property tax values for the residents of Jackson County, Missouri. Data shall be delivered through the Client's software provider STL Software, Inc. (TBD) and may only be used for Jackson County, Missouri. The number of vehicles permitted to be valued shall be determined by the State Tax Commission of Missouri Aggregate Abstract Form 11A (front and back).

Client shall also have access to the www.jdpowervalues.com online tool for manual vehicle value lookups.

3. **Permitted Branding:**

The Permitted Branding, including applicable style guide standards and restrictions, are described below in accordance with Section 4.g of the Agreement. J.D. Power Brand Guidelines can be located at <https://b2b.nada.com/jd-power-branding-guidelines>. Any failure to comply with any requests by JDP or any conduct that limits or harms JDP's trademark rights, or any use beyond the Licensed Use defined in this Product Exhibit is automatic grounds for termination of this Product Exhibit and the Agreement.

4. **Delivery and Requirements of Vehicle Information:**

The Vehicle Information shall be provided to Client from STL Software, Inc. Additionally, the Client shall have access to the www.jdpowervalues.com online tool for manual vehicle value lookups.

5. **Term:**

Term: October 1, 2025–September 30, 2026

Use Period: January 1, 2026–December 31, 2026 (FY 2026)

The Term of this Product Exhibit shall be for twelve (12) months beginning October 1, 2025*. Following the expiration of the Term, additional terms shall be mutually agreed upon by amendment and updated Product Exhibit for additional twelve (12) month periods (each, an "Renewal Term"). Renewal fees shall be determined by the current year State Tax Commission of Missouri Aggregate Abstract Form 11A (front and back), which shall determine the number of values needed for the upcoming Use Period.

*Terms begin in October each year so that the Client may calculate tax values for the upcoming fiscal year, January through December ("Use Period").

6. **Fees:**

Automobile and Truck Prepaid Block Fee: \$106,250.00

Client shall pay a Automobile and Truck Prepaid Block Fee in the amount of **\$106,250.00** which shall serve as payment of Four Hundred and Twenty-Five Thousand (425,000) Automobile and Truck Transactions to be used within the current twelve-month term of the Agreement. The Automobile and Truck Prepaid Transaction Block Fee shall be invoiced upon execution of the Agreement, in accordance with Section 3 Fees and Payments.

Specialty Vehicles Prepaid Block Fee: \$13,340.00

Client shall pay a Specialty Vehicles Prepaid Block Fee in the amount of **\$13,340.00** which shall serve as prepayment of Twenty-Nine Thousand (29,000) Specialty Vehicle Transactions to be used within the current twelve-month term of

the Agreement. The Specialty Vehicles Prepaid Block Fee shall be invoiced upon execution of the Agreement, in accordance with Section 3 Fees and Payments.

Values Online Tool Prepaid Transaction Block Fee: \$27,600.00

Client shall pay a minimum Values Online Tool Prepaid Transaction Block Fee in the amount of **\$27,600.00** which shall serve as prepayment of up to sixty thousand (60,000) Transactions and includes one (1) Values Online User License, to be used within the current twelve-month term of the Agreement. Additional licenses must be obtained for additional users. The Values Online Tool Prepaid Transaction Block Fee shall be invoiced upon execution of the Agreement, in accordance with Section 3 Fees and Payments.

Additional Values Online Tool User License(s): \$16,500.00 (55 Additional Licenses @ \$300.00 each)

Each User with access to the Values Online Tool must have a Values Online Tool User License. Additional Values Online Tool User Licenses shall be invoiced at the rate in accordance with the fee table below. Additional User Licenses may be added throughout the term and the annual fee shall be pro-rated for the remainder of the then current term. The Additional Values Online Tool License Fees are invoiced annually and are non-refundable, but transferable to other Users.

Renewals shall be calculated by the number of active User licenses at the time of renewal. Users with administrator access shall have the option of activating/deactivating Users at any time via the JDP Values Online Tool. The Values Online Tool User License may be transferred to a different User but may not be shared.

Values Online User License Fee Table	
Number of Users	Annual Price Per User
2-99 Users	\$300.00
100-199 Users	\$285.00
200-299 Users	\$270.00
300-399 Users	\$258.00
400-499 Users	\$246.00
500+ Users	\$234.00

Jackson County, MO Assessor's Office

J.D. Power

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Eric W. Rabe

From: Maureen Monaghan
Sent: Friday, September 5, 2025 9:53 AM
To: Gail McCann Beatty; Eric W. Rabe
Subject: FW: EXTERNAL RE: Vehicle valuations

Follow Up Flag: Follow up
Flag Status: Flagged

From: STL Software <stlsoftware@sbcglobal.net>
Sent: Friday, September 5, 2025 9:24 AM
To: Maureen Monaghan <MMonaghan@jacksongov.org>
Subject: RE: EXTERNAL RE: Vehicle valuations

It occurred to me that, for your purposes at this point (without the latest numbers), I could give you an approximate cost assuming that the property counts this year are approximately the same as last year. The cost would be \$6,675.00 based on last year's numbers.

Please keep me in the loop and thank you for all of your help.

Sam
STL Software, Inc.

From: Maureen Monaghan [<mailto:MMonaghan@jacksongov.org>]
Sent: Wednesday, September 03, 2025 9:53 AM
To: STL Software
Cc: Gail McCann Beatty
Subject: RE: EXTERNAL RE: Vehicle valuations

How much will your invoice be this year?
We need to get these bills approved.
THanks

From: STL Software <stlsoftware@sbcglobal.net>
Sent: Wednesday, August 20, 2025 12:18 PM
To: Maureen Monaghan <MMonaghan@jacksongov.org>
Subject: EXTERNAL RE: Vehicle valuations

WARNING: This email originated outside of Jackson County.
DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Maureen,

This is a little complicated. For the last few years (after most counties switched from NADA to Price Digests), nine counties (St. Louis County, St. Charles County, Saline County, St. Louis City, Jefferson County, Clay County, Boone County,

Greene County, and Jackson County) have been receiving the NADA version of the Value Guide, and the other 106 counties have been receiving the Price Digests version of the Value Guide.

All of the NADA counties have been negotiating with J.D. Power and paying them directly. St. Louis County, St. Charles County, and Boone County receive their values directly from J.D. Power and then process the raw data themselves. The other six NADA counties receive their data from us in the form of the NADA version of the Value Guide. They also receive their Commercial Trucks and Trailers data from us as part of the NADA Value Guide although those values come from Price Digests.

All of the other 106 counties receive their data from us in the form of the Price Digests version of the Value Guide. In those cases, STL Software purchases the values from Fusable and we are then reimbursed by the counties on a prorated basis.

One difference between the two is the manner in which the online lookup of new property which is added during the year is handled. The NADA counties pay J.D. Power for 'hits' on their online value database. The Price Digests counties also use online value lookups for new property during the year, but STL Software purchases unlimited online lookups on their behalf so there is no additional charge.

To give you a comparison of the price, let us assume that you have the same property counts this year as last year – 425,000 vehicles (autos, light trucks, SUV's), 29,000 non-vehicles (boats, campers, motorcycles, etc.), and 12,000 Commercial Trucks and Trailers. In that case, the cost for the Price Digests version of the Value Guide would be \$30,737 which would include the cost of the values plus unlimited online lookups during the year. My guess is that this compares favorably with the number you received from J.D. Power.

HOWEVER, there are some important caveats to consider. The two value databases (NADA and Price Digests) are incompatible. First, the values are different – Price Digests tends to have higher values for older model years and lower values for recent model years in comparison to NADA. Second, the two databases include different manufacturers and models. This is particularly the case with 'non-vehicles'. While they both value approximately the same number of models, they value different sets of manufacturers. For example, NADA values Cedar Creek campers while Price Digests does not. About 30% of the 'non-vehicle' values which you have from NADA will not be there while new manufacturers will appear. In order to bridge the transition between the two databases, your current NADA database needs to be converted with differences between the two listed in the 2025Guide_2026Guide table. The cost of the conversion would be about \$10,000. The conversion is a lengthy and detailed process (largely manual) and would probably delay the delivery of your values by a couple of weeks. I know this is a lot to take in, but, essentially, it is a long process to transition from one database to the other with many ramifications.

Just a few thoughts to help you make your decision. Please feel free to let me know if you have any questions.

Regards,

Sam
STL Software, Inc.

From: Maureen Monaghan [<mailto:MMonaghan@jacksongov.org>]
Sent: Wednesday, August 20, 2025 10:26 AM
To: STL Software
Subject: Vehicle valuations

Which guide are the other assessors getting this year?

NADA raised their rates significantly and we may be unable to purchase their product this year.

Thanks,
Maureen