

J.D. POWER

FIRST AMENDMENT TO VALUATION LICENSE AND SERVICES AGREEMENT

This Second (2nd) Amendment is entered into and made effective as of October 1, 2024 ("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, 2024.

THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth hereinafter, and for other good and valuable consideration, all terms in this First Amendment shall have the meaning set forth in the Agreement unless otherwise stated. Except as provided in the First 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 First 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-1 is hereby deleted and replaced with Exhibit A-2 and incorporated herein.
2. All references to Exhibit A shall now refer to Exhibit A-2.

This Second (2nd) 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.

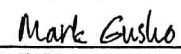
IN WITNESS WHEREOF, the said parties have caused this Second (2nd) Amendment to be executed and incorporated into the Valuation License and Services Agreement by their duly authorized representatives.

~~Jackson County, MO Assessor's Office~~

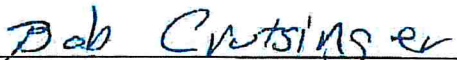
J.D. Power



Signature

Signed by:


Signature 234A6300047A...



Printed Name

Mark Gushto

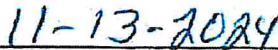
Printed Name



Title

SVP, Business Dev.


Title



Date

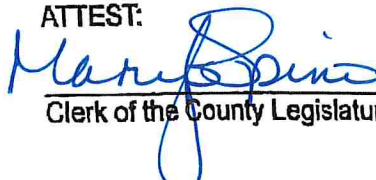
11/14/2024

Date

APPROVED AS TO FORM


County Counselor

FILED

ATTEST:


Clerk of the County Legislature

VALUATION LICENSE AND SERVICES AGREEMENT – PRODUCT EXHIBIT A-2

This PRODUCT EXHIBIT A-2 ("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.idpowervalues.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.idpowervalues.com online tool for manual vehicle value lookups.

5. Term:

- Term:** October 1, 2024–September 30, 2025
- Use Period:** January 1,2025–December 31,2025 (FY 2025)

The Term of this Product Exhibit shall be for twelve (12) months beginning October 1, 2024*. 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: **\$97,750.00**
 Client shall pay a Automobile and Truck Prepaid Block Fee in the amount of **\$97,750.00** 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: **\$12,180.00**
 Client shall pay a Specialty Vehicles Prepaid Block Fee in the amount of **\$12,180.00** 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: \$13,800.00

Client shall pay a minimum Values Online Tool Prepaid Transaction Block Fee in the amount of **\$13,800.00** 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



Signature

Bob Crutsinger
Printed Name

Director of Finance
Title

11-13-2024
Date

J.D. Power

Signed by:

Signature

Mark Gusho
Printed Name

SVP, Business Dev.
Title

11/14/2024
Date