



## Apex Professional Services Agreement

This Contract for Services is made effective as of \_\_\_\_\_, 2024, by Oklahoma County Assessor's Office, ("Customer") with an office at 320 Robert S. Kerr #313, Oklahoma City, OK 73102 and iLOOKABOUT (US) Inc. d/b/a Apex Software ("Apex") of San Antonio, Texas.

**1. DESCRIPTION OF SERVICES.** Apex will provide to Customer the services described in the attached Exhibit A (collectively, the "Services").

**2. PAYMENT.** At the close of the Service project, Apex will submit an invoice once deliverables have been made to Customer for the full amount as listed in the attached Exhibit B.

In addition to any other right or remedy provided by law, if Customer fails to pay for the Services when due, Apex has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. TERM.** This Contract will terminate upon full payment by the Customer for services rendered or, at Apex's option, within 8 months' of execution if Customer has not provided relevant / needed data for Apex to commence work on the Services. In any event, this Contract will terminate on June 30, 2025.

Either party may terminate this Contract for convenience with thirty (30) days' written notice. Upon termination for convenience, Apex will submit a detailed invoice for work performed to date and Customer will be responsible for full payment of any and all work completed up until the date of termination.

**4. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

**5. INDEPENDENT PARTIES.** This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or other business organization of any kind. Apex and Customer are independent parties and neither shall act as an agent for or partner of the other for any purpose, and the employees and agents of one party shall not be deemed the employees or agents of the other party. Each party shall be solely responsible for its own debts and payment of all compensation owed to its employees, including payment of any taxes related to employment and workers' compensation insurance. Nothing in this Agreement shall give either party any right to make commitments of any kind for or on behalf of the other without the prior written consent of the other party.

**6. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.



**7. DISPUTE RESOLUTION.** Customer agrees to provide Apex with written notice within thirty (30) days of becoming aware of a dispute. Customer agrees to cooperate with Apex in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Apex's appointed senior representative(s). If this method fails to resolve the dispute, either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures. Pre-litigation settlement stage meetings and discussions between senior representatives will be deemed confidential and not admissible as evidence.

**8. CONFIDENTIALITY.** Both parties shall preserve in strict confidence any non-public information obtained, assembled or prepared in connection with the performance of this Contract

**9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**10. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**11. GENERAL REPRESENTATIONS AND WARRANTIES.** Apex represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Customer; and (c) Apex has both the requisite technical capability and available resource capacity to complete the work as described in Exhibit A.

**12. DISCLAIMER OF DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL APEX BE LIABLE FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

**13. LIMITATION OF LIABILITY.** FOR ALL EVENTS AND CIRCUMSTANCES, APEX AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT THAT CUSTOMER PAID TO APEX FOR THE SERVICE.

**14. FORCE MAJEURE.** Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control, except with respect to payment under Section 2. In the event of the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. The



affected party will notify the other in writing of such events or circumstances promptly upon their occurrence.

**15. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by an authorized representative of each of the parties

**16. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Oklahoma .

**17. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**18. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

Service Recipient (Customer):  
Oklahoma County Board of County Commissioners

Service Provider:  
iLookabout (US) Inc. d/b/a Apex Software

By: \_\_\_\_\_  
Name:  
Title:

By: Robin Dyson  
Robin Dyson (Jun 3, 2024 16:48 EDT)  
Name: Robin Dyson  
Title: CFO



## Exhibit A - Services Statement of Work

### Sketch Verification

#### Inputs by Customer

- Ortho imagery
- Parcel file
- Sketch files

#### Sketch Verification Services Overview

Apex will provide sketch verification services to Customer. The sketch verification process includes converting the Customer's sketch files to a GIS format, linking the building to the parcel, and manually moving and rotating it over the ortho imagery. Each building will be compared to what is on the imagery and the parcel is given a score based on the building variances to the ortho imagery.

The results and products of the service are used to discover buildings or additions that are not on the tax roll currently. In addition, inaccuracies in the current sketch used to calculate square footage and taxation amounts may also result in a favorable manner to the taxpayer. The service is meant to help establish a fair and equitable tax roll.

#### Visual Review of all Parcels

All buildings will be visually reviewed and compared to the ortho imagery by a technician. The technician will rotate the building over the structure on the imagery until they find the best fit. Based on how well the building matches the imagery a determination will be made as to which category best suits that sketch.

#### Categories

- **Match** – The sketch matches the outline of the building with little variance allowed for an overhang.
- **Major Variance** – There is a substantial variance (greater than 200SF by visual inspection) between the building and the imagery; this may include an attached garage, deck, etc., that is visually identified on the imagery but is not included in the sketch; these areas are attached (or in addition to) an existing sketch.
- **Minor Variance** – There is a small variance (between 100 – 200SF by visual inspection) between the sketch and the imagery, which may be a small porch, or other lesser structure, that is visually identified on the imagery but is not included in the sketch; these areas are attached (or in addition to) an existing sketch.
  - Ignore any area under 100SF by visual inspection.
  - Ignore wood decks.
- **New Construction** – All parcels in this project are improved so no new construction will be identified.
- **Additional Building(s)** – The parcel will be flagged as containing an Additional Building if there is a detached building over 100SF.
  - Included in the scoring of Additional Buildings we compared the list of **Extra Features** extracted from CAMA.
  - The customer does not sketch all the buildings in a commercial complex property. That means that we will not have sketches for all the buildings on a commercial complex property. Therefore, these parcels will have a score of Additional Building. When there is a commercial property with a score of Additional Building.



- **No Building On Image** – Where a sketch is provided but no building exists on the imagery.
- **Heavily Obstructed View** – A heavily obstructed score should be applied if  $\frac{1}{2}$  or more of the roofline is obstructed. If there is any way to determine the roofline then use it, only score a building as heavily obstructed more than  $\frac{1}{2}$  is obstructed and it's impossible to determine the roofline.
- **Partially Obstructed View** – A partially obstructed score should be applied if  $\frac{1}{2}$  or less of the roofline is obstructed. However, if it is obvious that there is a part of the building that is not sketched it should still be scored as a minor or major variance.
- **Unable to Georeference** – This category is used when the converted sketch file is not legible and cannot be used.

#### Deliverables:

- A shapefile layer containing all the sketches rotated and geo referenced over the ortho imagery. In addition, Apex will also deliver a shapefile layer for each separate category.
  - All.shp
  - Match.shp
  - MajorVariance.shp
  - MinorVariance.shp
  - NoBuildingOnImage.shp
  - ObstructedView.shp
  - UnableToGeo.shp
- A geodatabase of the project files.
- An Excel spreadsheet of the Scoretable that lists all the parcels and which categories apply to each parcel.
- Results summary report.

**Timeline:** It is Customer's desire to have this project completed by February 28, 2025. In order to target this date, Apex will need all data inputs from Customer in their full and final form by December 5, 2024.

The parties will use good faith and reasonable efforts to keep the targeted delivery dates, however, as a fallback position, Apex will agree to provide a delivery at or before February 28, 2025 of all work that has been completed up to that date, with a follow-up delivery of any remaining or outstanding work as soon after as is reasonably possible.



## Exhibit B – Professional Service Fee Structure

Sketch Verification for up to 80,000 improved parcels






**\$60,000.00 flat fee\***

\*This contract will not exceed \$60,000.00

Apex will submit a Net 30 Invoices once deliverables have been made to the Customer. Payment shall be made to Apex within 30 days of each invoice(s).

Created:	2024-06-03
By:	Robyn Sherer (robyn.sherer@voxtur.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp5BQgY-ldNV6UblEuvD3-eGM7iiCQeWU

## "BCONSR" History

-  Document created by Robyn Sherer (robyn.sherer@voxtur.com)  
2024-06-03 - 8:46:27 PM GMT
-  Document emailed to Robin Dyson (robin@voxtur.com) for signature  
2024-06-03 - 8:46:34 PM GMT
-  Email viewed by Robin Dyson (robin@voxtur.com)  
2024-06-03 - 8:48:08 PM GMT
-  Document e-signed by Robin Dyson (robin@voxtur.com)  
Signature Date: 2024-06-03 - 8:48:57 PM GMT - Time Source: server
-  Agreement completed.  
2024-06-03 - 8:48:57 PM GMT

County Request No. 345

**REQUEST FOR LEGAL SERVICES**

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 05/28/2024 mlh Department: Assessor

State the nature of the legal request: \_\_\_\_\_

Please review the annual agreement with Apex Software for FY 24/25. (A copy of prior year's contract is attached).  
Please contact either Gretchen Crawford (x1238) or Marci Hoffman (x1203) with any questions. Thank you.

RECEIVED

MAY 28 2024

CIVIL DIVISION  
DISTRICT ATTORNEY



County Officer or Department Director

Reply of District Attorney's Office: \_\_\_\_\_

*Reviewed*

Date of Reply: 5/28/24



Assistant District Attorney

Bill To  
 OKLAHOMA COUNTY ASSESSOR  
 320 ROBERT S. KERR  
 SUITE 313  
 OKLAHOMA CITY, OK  
 73102

Requisition 12500160-00 FY 2025

Acct No:  
 UNDEFINED ACCOUNT.  
 Review:  
 Buyer: 6065armarhof  
 Status: Created

Page 1

Vendor  
 ILOOKABOUT (US) INC  
 PO BOX 100145

Ship To  
 OKLAHOMA COUNTY ASSESSOR  
 320 ROBERT S. KERR  
 SUITE 313  
 OKLAHOMA CITY, OK 73102

SAN ANTONIO, TX 78201-1445

Deliver To  
 OKLAHOMA COUNTY ASSESSOR  
 320 ROBERT S. KERR  
 SUITE 313  
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/24	1003894				Assessor Revaluation

LN Description / Account	Qty	Unit Price	Net Price
001 BLANKET FOR PROF SVCS BOCC:	60000.00 EACH	1.00000	60000.00

Ship To  
 OKLAHOMA COUNTY ASSESSOR  
 320 ROBERT S. KERR  
 SUITE 313  
 OKLAHOMA CITY, OK 73102

Deliver To  
 OKLAHOMA COUNTY ASSESSOR  
 320 ROBERT S. KERR  
 SUITE 313  
 OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total

60000.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
 Account

Amount Remaining Budget