STATE OF TEXAS   §
                            §   KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND   §

AGREEMENT FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES

THIS AGREEMENT is made and entered into by and between **FORT BEND COUNTY**, a body corporate and politic under the laws of the State of Texas, hereinafter "County" and the law firm of **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**, hereinafter referred to as "Contractor." This Agreement supersedes and is in place of any and all prior agreements for tax collection services entered by and between the parties.

SECTION I
SERVICES PROVIDED BY CONTRACTOR

1.01   County enters into this Agreement with Contractor to enforce by suit or otherwise the collection of taxes, penalty and interest accrued on those taxes, owing to County and all other taxing jurisdictions whose taxes are collected by Contractor.

1.02   Taxes shall become subject to this Agreement upon the following dates, whichever first occurs:

(A) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(B) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to the TEXAS PROPERTY TAX CODE § 33.42(a):

(C) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by Contractor is at the request of the County's Tax Assessor-Collector;

(D) On the date of filing any claim in bankruptcy where recovery of the tax is sought;

(E) In the case of delinquent tangible personal property, on the 60th day after the February 1 delinquency date; or

(F) On July 1 of the year in which the taxes become delinquent.

1.03   Contractor shall notify the County Tax Assessor-Collector of any errors, double assessments or other discrepancies coming under its observation during the progress of the work, and shall intervene on behalf of the County in all suits for taxes hereafter filed by any taxing unit on property located within its corporate limits.

1.04   Contractor shall publish in the County's designated newspaper all notices that are required to be published by law. In addition to publishing these notices in the County's designated newspaper, Contractor, at its discretion, may also publish these notices in any other publication.

1.05   For the duration of this Agreement, Contractor shall provide, install and maintain for County, at Contractor's sole cost and expense, Contractor's ACT computer system, hereinafter referred to as the "System" in the County Tax Assessor-Collector's Office.

1.06   The System shall include the software modules and hardware configuration set out in Schedule No. 1 of the Computer System Service and Support Level Agreement ('System Agreement") dated November 20, 2012, and attached as Exhibit A, which sets forth the relative responsibilities of Contractor and County for any data conversion, installation,

12/13/12   2 originals returned to Carrie at Tax Office

consolidations, and the terms and restrictions of the licensing and maintenance agreement.

1.07 Contractor shall provide County with the following for the duration of this Agreement:

  A. one (1) full-time employee to work in the County Tax Assessor-Collector's Office;

  B. when requested by the County Tax Assessor-Collector, one (1) part-time employee to work in the County's Tax Office;

  C. up to three (3) full-time temporary employees to work in the Tax Assessor-Collector's Office during the current tax collection season. The number of employees and their date of their employment will be directed by the County Tax Assessor-Collector.

1.08 County shall allow the County Tax Assessor-Collector to approve all employees provided to County under this Agreement. Contractor shall remove any employee provided to County under this Agreement immediately upon notice from the County Tax Assessor-Collector and shall replace the removed employee within five (5) business days.

SECTION II
CONTRACTOR'S COMPENSATION

2.01 County agrees to pay Contractor as compensation for the services required hereunder as follows:

  A. fifteen (15%) percent of the amount of all 2000 and prior year taxes, penalty and interest subject to the terms of this Agreement as set forth in Section 1.02 above, collected and paid to the County Tax Assessor-Collector during the term of this Agreement; and

  B. twenty (20%) percent of the amount of all 2001 and subsequent year taxes, penalty and interest subject to the terms of this Agreement as set forth in Section 1.02 above, collected and paid to the County Tax Assessor-Collector during the term of this Agreement.

2.02 Compensation to Contractor shall be paid monthly upon the approval of the County Tax Assessor-Collector.

SECTION III
TERM AND TERMINATION

3.01 This Agreement shall commence on January 1, 2013 and shall terminate on December 31, 2016.

3.02 This Agreement shall not automatically renew. Any renewal shall be subject to express written agreement of the parties.

3.03 County may terminate this Agreement by providing thirty (30) days advance notice of termination in writing to Contractor.

3.04 In the event of such termination by County, Contractor shall be entitled to receive and retain all compensation due up to the date of said termination.

3.05 Contractor shall be allotted an amount of time not to exceed six (6) months following termination of this Agreement to prosecute all pending lawsuits, judgments and bankruptcy claims filed prior thereto.

3.06 Upon termination, Contractor shall continue to provide all hardware and software provided under this Agreement at no cost to County for the period of time allotted in Section 3.05. Thereafter, Contractor shall continue to provide to County all software and

hardware provided under this Agreement upon payment of $20,000.00 per month to Contractor.

SECTION IV
SERVICES PROVIDED BY COUNTY

In those cases where collection of taxes is enforced by suit, County agrees to furnish Contractor the name, identity, and location of necessary parties, together with the legal descriptions of the property on which the taxes are due. Contractor shall, however, advance all charges and expenses on behalf of County, which are incurred in procuring such information. Any recovery of such expenses by County under TEXAS PROPERTY TAX CODE § 33.48 shall be paid to Contractor within thirty (30) days of collection.

SECTION V
INSURANCE

Contractor shall, prior to performing services and for the duration of the term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than $1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department, and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available.

SECTION VI
INTELLECTUAL PROPERTY RIGHTS

6.01 County recognizes and acknowledges that Contractor owns all right, title and interest in certain proprietary software that Contractor may utilize in conjunction with performing the services provided in this Agreement. County agrees and hereby grants to Contractor the right to use and incorporate any information provided by County ("County Information") to update the databases in this proprietary software, County, and, notwithstanding that County Information has been or shall be used to update the databases in this proprietary software, County shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that County shall be entitled to obtain a copy of such data that directly relates to the County's accounts at any time.

6.02 Contractor agrees that it will not share or disclose any specific confidential County Information with any other company, individual, organization or agency, without the prior written consent of the County, except as may be required by law or where such information is otherwise publicly available. Contractor shall have the right to use County Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain County Information. These aggregate statistics are owned solely by Contractor and will generally be used internally, but may be shared with the Contractor's affiliates, partners or other third parties for purposes of improving Contractors software and services.

SECTION VII
COSTS

7.01 County and Contractor recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the County, in care of the Contractor, and Contractor will advance the payment of such costs on behalf of County. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, Contractor shall be reimbursed for the advance payment. Alternatively, Contractor may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the County or Contractor from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the County has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

7.02 County acknowledges that Contractor may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with Contractor; however, any charges for such services will be reasonable and consistent with the same services if obtained from a third party. Upon the recovery of such costs, the County shall (a) pay Contractor for any such costs which have been advanced by Contractor or performed by Contractor, and (b) pay any third party agency or vendor owed for performing such services.

SECTION VIII
INDEMNIFICATION

8.01 CONTRACTOR SHALL INDEMIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE ACTS AND OMISSIONS OF CONTRACTOR PURSUANT TO THIS AGREEMENT.

8.02 Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, no later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 8.03 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.

8.03 County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Contractor in its defense of each such matter.

8.04 Contractor's duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

8.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

8.06 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by County, County shall have the right to participate in the defense of the matter through separate counsel, such separate counsel shall be paid for by Contractor.

8.07 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.

8.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County. County neither waives nor relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

8.09 Contractor's indemnification shall cover, and Contractor shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.

8.10 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.

8.11 Contractor shall cause all contractors and consultants who may have a contract to perform services under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that may arise from said sub-contractor or consultant's operations. Such provisions may arise from said sub-contractor or consultant's operations. Such provisions shall be in form satisfactory to County.

8.12 County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor providing such insurance.

SECTION IX
NOTICE

9.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the property postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the address set for below.

9.02 If mailed, and notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

9.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

   Linebarger Goggan Blair & Sampson, LLP
   512 South Seventh Street
   Richmond, Texas 77469

B. If to County, notice must be sent to Fort Bend County and Fort Bend County Tax Assessor-Collector:

   Fort Bend County
   County Judge
   301 Jackson, Suite 719
   Richmond, Texas 77469

   Fort Bend County Tax Assessor-Collector
   1317 Eugene Heimann Circle
   Richmond, Texas 77469

9.04 Either party may designate a different address by giving the other party ten (10) days of written notice.

SECTION X
PUBLIC CONTACT

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XI
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any previous contracts and/or agreements between the parties are superseded by this Agreement. If there is a conflict between this Agreement and any previous agreement or contract, the provisions of this Agreement shall prevail. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by all parties hereto.

SECTION XII
MISCELLANEOUS
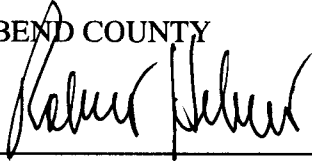
12.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

12.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

12.03 This Agreement is exempt from competitive bidding pursuant to Chapter 262, TEXAS LOCAL GOVERNMENT CODE.

12.04 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

12.05 This Agreement is not assignable, provided however, Contractor may, from time-to-time, obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, Contractor shall retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

12.06 This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

12.07 County acknowledges and consents to the representation by Contractor of other taxing entities that may be owed taxes or other claims and be secured by the same property as the County's claim.

SECTION XIII
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY

_____   _12-10-2012_____
Robert E. Hebert, County Judge   Date
Approved by Commissioners Court 11-20-2012
Attest:

_____
Dianne Wilson, County Clerk

Approved:

_____   _12/11/12_____
Patsy Schultz, Tax Assessor-Collector   Date

CONTRACTOR: LINEBARGER GOGGAN
BLAIR & SAMPSON, LLP

_____   _12/7/2012_____
Charles Austin Sutton, Partner   Date

Attachment: Exhibit A – ACT Service & Support Level Specification Agreement

Exhibit "A"

Appraisal & Collection Technologies (ACT)

Service & Support Level Specification Agreement

Fort Bend County Tax Office Richmond,Texas

November 20, 2012

1. INTRODUCTION

1.1. Purpose and Objectives

This Agreement is made pursuant to the "Agreement for Tax Collection Services" dated November 20, 2012 wherein Linebarger Goggan Blair & Sampson, LLP (the "Firm") agreed to provide Fort Bend County Tax Office (FBCTO), (the "client"), access and use of the Firm's Appraisal and Collection Technologies Tax Collection System ("ACT System"). The purpose of this Service Level Agreement ("SLA") is to identify current and projected level and qualifications of support staff, hardware and software components including hardware and software, systems support service levels including the roles, responsibilities and response times between the Firm and Client for change management, version control, problem source identification and resolution, break/fix, back-up/recovery and disaster recovery, help-desk, user training, system enhancements and development, system configuration, and system upgrades.

1.2. Definitions

"ACT System" means the Appraisal & Collection Technologies system, developed by ACT for use by the Current Tax (software and hardware) including all upgrades and modifications. These Modules are listed in schedule L.

"CTO Management" means the County Tax Assessor Collector.

"ACT Group" means any person employed by ACT and management supporting CTO either on-site or off-site.

"ACT Management" means any person who is managing the ACT Group.

"Key personnel" means any person who has a key role in the delivery of the services to CTO, such as ACT personnel on-site at CTO and off-site management of those personnel.

"CAD" means the County Appraisal District

"TCS" means Tax Collection System, a major component of ACT.

"TaxLedge" means Tax Ledge, a major component of ACT.

"SIT" means Special Inventory Tax.

"ASP" means Application Service Provider.

"DBA" means Data Base Administrator.

"BA" means Business Analyst.

"Benchmarks, targets and metrics" means the agreed numeric criteria against which performance under this Agreement is to be measured.

"Change control procedures" means the agreed process to be followed when software or hardware changes are required to the ACT system.

"Defective or inadequate performance" means the delivery of services where the performance levels do not meet an agreed minimum criteria.

"Hardware" means any and all hardware installed by ACT in the CTO to operate the system.

"Help Desk services" mean the specified support services provided by ACT to CTO to facilitate understanding in operating and executing the delivered Services.

"Problem escalation" means the agreed procedure for alerting and notifying increasingly senior members of ACT of the non-resolution of problems.

"Problem management" means the agreed procedures for providing support and problem resolution services to CTO.

"Service availability" means the times and periods that ACT Group will make their services available to CTO.

"Service component" means a divisible and identifiable part of the overall Services to be delivered.

"Service review meetings" mean regular meetings that are held between representatives of ACT and CTO specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery.

"Software problem" means existing ACT system functionality not working as it was originally intended to function as documented in the ACT on-line user help system.

"Software change request" means new system design to support business requirements not currently supported by ACT system functionality.

"Standard services" mean those Services that ACT delivers to its Clients.

2. SCOPE OF WORK

2.1. Standard Services
Standard services to be delivered under this Agreement are set forth in Schedule A to this Agreement.

2.2. Service Availability
The availability, operational reliability, and response times of the Services to be delivered and disaster recovery plan are set forth in Schedule B to this Agreement.

2.3. Changes to Services
Change control procedures are set forth in Schedule C to this Agreement.

3. PERFORMANCE, TRACKING AND REPORTING

3.1. Key Personnel Changes
ACT Group will notify CTO at least 3 days in advance of changes to any key ACT personnel on-site at CTO or their direct management off-site that could potentially affect the delivery of services to CTO.

3.2. Service Delivery Monitoring
The methodology to be used to monitor service delivery is set forth in Schedule D to this Agreement.

3.3. Service Level Reporting
The content and schedule of service level reports are set forth in Schedule E to this Agreement.

3.4. Service Review Meetings
Service review meetings to discuss such items as service performance levels, system issues, proposed design changes and administrative issues will be held on an as-needed-basis with ACT at CTO, but no less frequently than quarterly when there are open work orders; otherwise at least annually.

4. PROBLEM MANAGEMENT

4.1. Support and Help Desk Services
Support and Help Desk services are set forth in Schedule F to this Agreement.

4.2. Problem Escalation
To ensure timely problem resolution, a problem escalation procedure is set forth in Schedule G to this Agreement.

4.3. Problem Priority Resolution
Standard problem definitions as described in Schedule H will apply to the services provided under the terms of this Agreement.

5. CLIENT DUTIES AND RESPONSIBILITIES

5.1. Client Personnel, Facilities and Resources
CTO will insure that the ACT Group has timely access to appropriate CTO personnel and will arrange for ACT personnel to have suitable and safe access to the Client's facilities and systems, including suitable on-site office space and associated resources. Additional responsibilities of both parties are included in the attachments, which are part of this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this

Agreement on this date, the ___20___ day of ___November___, 2012.

Linebarger Goggan Blair & Sampson, LLP

By: _____   _____
       Charles A. "Chip" Sutton, Capital Partner   Date

Fort Bend County

By: _____   11-20-2012
       Robert E. Hebert, County Judge   Date

Attest
_____

Dianne Wilson, County Clerk

SCHEDULES

SCHEDULE A – STANDARD SERVICES

Schedule A provides a detailed list of the Standard Services that are to be delivered to CTO under the terms of this Agreement. Also identified are client responsibilities to achieve these services.

CTO owns and shall maintain exclusive control over all of its records stored in the ACT system including data imported from external sources in the process of keeping records up to date. ACT has no rights to CTO data but may gain access by complying with established Open Record Request procedures directed to the CTO Public Information Officer.

❑ ACT shall provide technical and analytical support for the following processes that shall be performed by members of the County Tax Office:

   ➢ Roll-over/Load tax rates
   ➢ Roll-over /Load fiduciary file
   ➢ Load exemptions
   ➢ Update special exemption codes
   ➢ Produce opening year reports
   ➢ Load CAD data (certified, supplemental & name change files)
   ➢ Balance CAD data files
   ➢ Load Non-CAD data files
   ➢ Process linked account data (HB1010 multi-county option)
   ➢ Perform manual updates to CAD related data
   ➢ Load past year correction files
   ➢ Calculate rolling stock
   ➢ Run the 10 (non-real)/20 (real) year statute of limitation program
   ➢ Load mortgage company requests
   ➢ Roll-over delinquent balances
   ➢ Generate third party tax statement provider billing file
   ➢ Generate Mortgage Company Billing file
   ➢ Generate bills for CTO sample accounts
   ➢ Generate ACT Sampling report for bills
   ➢ Send test account file to third party tax statement provider for test run
   ➢ Process O-65/1/4 pay agreements
   ➢ Generate tax roll data file for Title companies
   ➢ Produce bills based on supplements/corrections – third party tax statement provider format
   ➢ Produce bills based on supplements/corrections - in house
   ➢ Generate current bills through front-end
   ➢ Generate prorated current bills in-house post supplements/corrections via batch mode
   ➢ Generate postcard receipts
   ➢ Generate Mortgage Company receipt file
   ➢ Generate January Bills for unpaid accounts flagged for Mortgage Company payment
   ➢ Generate March/April reminder notices
   ➢ Support System for appraisal and tax caps
   ➢ Generate 33.07 Billing/May Notices, 33.08 notices, and all other legally required notices.
   ➢ Process installment agreements for current year delinquent balances

> ➢ Process Lockbox, credit card and mortgage company payment files
> ➢ Process manual payment transactions
> ➢ Process returned items (reversals)
> ➢ Process transfers
> ➢ Process ag-rollbacks
> ➢ Process proration transactions
> ➢ Process Automatic, Overpayment, Litigated Interest & Interest Over 60 Day Refunds
> ➢ Generate refund checks
> ➢ Produce end of day reports
> ➢ Process jurisdiction disbursements
> ➢ Send SIT related bills and late payments
> ➢ Produce management and financial reports
> ➢ Perform Fiscal year roll-over/annual close
> ➢ Perform updates to client preferences
> ➢ Perform Master Data maintenance, for example, account master data, tax unit Maintenance

❑ ACT Group shall maintain and manage a Help Desk to support the user population at CTO. Hours of operation will reflect current and future CTO hours of operation, as defined in Schedule B.

❑ ACT Group shall provide the necessary on-site at CTO and off-site staff and expertise to operate and upgrade the ACT hardware and software environment. Response time is covered in Schedule H.

❑ ACT Group shall maintain distribution rules, rates and commissions in Tax Ledge as follows: CTO will complete an on-line written change request form using ACT's Problem Resolution and Control System (PRC) or using Word templates (provided in Schedule J) for all changes, which will be approved by CTO Management and submitted to ACT for input into the Tax Ledge program. ACT will provide a PRC report reflecting changes in a timely manner, to be reviewed by CTO.

❑ ACT Group shall manage global code preferences (multi-client code) used throughout all modules of ACT.

❑ CTO will maintain the CTO client preferences code set. ACT support resources will be available to provide assistance as needed.

❑ ACT Group will maintain core development of application fixes and enhancements to the ACT software modules.

❑ Reports for use across Clients developed within the core ACT modules will remain the responsibility of ACT staff.

❑ CTO will develop and maintain user requested reports using an ad hoc reporting tool provided and licensed by ACT Group. ACT technical support will be available to aid in this effort as needed. However, joint CTO and ACT report development using an ad hoc reporting tool will be mutually agreed upon in advance by both parties.

❑ It is the responsibility of CTO to provide specifications for software problems and other requests on an ACT-provided template (see Schedule J) that includes the

appropriate level of information to communicate all system functional requirements.

❏ ACT staff will provide support to aid the CTO in performing business requirements analysis and assisting in the specifications documentation of requested design changes/new report development.

❏ Upon CTO's ACT System Steering Committee's and/or CTO Tax Assessor Collector approval and ACT Management's approval, ACT will develop and test software problem fix/changes made to the core ACT application modules.

❏ Security Administration:

> TCS – Designated ACT personnel will add and maintain any CTO required security roles based on specifications supplied by CTO. CTO personnel will setup and maintain User IDs and assign the corresponding security roles using the front-end interface provided for in the TCS module.

> TaxLedge & SIT – Designated ACT personnel will add and maintain any CTO required security roles based on specifications supplied by CTO. ACT personnel will setup and maintain User IDs and assign the corresponding security roles in accordance with CTO approved Security Change Request forms submitted to ACT. When ACT later develops the front end interface program to allow for CTO personnel to assume these responsibilities, CTO will assume the maintenance of User IDs and corresponding security roles.

❏ Designated ACT personnel shall provide software and system support and training to define and maintain users and security roles and entitlements.

❏ ACT Group shall provide CTO current installation guidelines and a master CD containing core ACT components and peripheral software to run the ACT system.

❏ ACT product releases/upgrades will be moved into CTO's test environment after end of business day on Mondays throughout the year. Migrations of CTO approved ACT product releases/upgrades will occur on Thursdays after end of business day on Thursdays throughout the year. Emergency migration will occur occasionally throughout the year and will be scheduled by mutual agreement of CTO and ACT management.

❏ ACT Group will be responsible for maintaining all Oracle components including product upgrades.

❏ ACT Group will manage, acquire and administer all licenses and maintenance agreements related to the Oracle software toolset and ACT related hardware.

❏ ACT staff will maintain hardware infrastructure for that hardware provided by ACT and the broadband connection between the hardware and the ACT site in San Antonio. CTO will be responsible for the maintenance of all other hardware owned by CTO and peripheral devices used by the ACT system throughout CTO operations. The management and maintenance of the CTO network and servers will be the responsibility of County Information Technology Group in conjunction with the CTO. (See Disaster Recovery Plan document.)

❑ ACT Group will maintain the current level of hardware infrastructure and backup equipment to minimize downtime to CTO.

❑ ACT Group will jointly discuss with CTO Management any new database or hardware requirements identified by the CTO or any party requesting such on behalf of CTO. If a change is mutually accepted, implementation of new requirements will be jointly planned and implemented.

❑ ACT Group shall manage on-line system documentation. CTO approved Client requested updates should be given to on-site ACT support in written form. (See Schedule J.) While ACT Group cannot guarantee incorporation of all requested changes into the overall documentation product, each written request will be addressed in writing within a timely manner. (See Schedule H for response time.)

❑ ACT Group shall provide continuing product training as agreed upon in advance by ACT and CTO Management. Generally, product training will be performed at CTO. To ensure effective training, coordination of dates and class size will be mutually agreed upon in advance between ACT and CTO Management. CTO will provide facilities and required equipment to support training classes.

❑ Unless otherwise agreed between both parties, third party vendor training for CTO resources is the responsibility of CTO.

❑ CTO will provide access to necessary resources and information in a timely manner to support ACT Group in completing the above goals.

❑ CTO will provide and maintain a suitable environment to install and operate ACT system and related hardware and software.

SCHEDULE B – SERVICE AVAILABILITY

Schedule B provides a list of the times and periods when the ACT System will be available to the CTO under the terms of this Agreement.

Access to the ACT system should be available at all times except when essential maintenance to hardware or software is required. If it becomes necessary to interrupt service during prime business hours, prior notification to and approval from CTO Management is required unless the situation is critical in nature and could cause more damage if not handled immediately. As much as possible, interruptions will be scheduled to minimize any impact on users.

On-Line Availability
- ACT commits to 99% on-line application availability during both prime business hours, which are 7:00 AM to 7:00 PM Monday – Friday CST, and during other hours between 7:00 AM to 9:00 PM CST seven days a week. Note that this also includes CTO Management defined 'peak business period hours', including but not limited to: end of tax year, end of fiscal year, month end close and billing periods. This is measured by users' ability to process transactions and access data. ACT shall provide monthly reports summarizing system availability and downtime using ACT provided system utilities. ACT will notify CTO Management of any unscheduled outage and resolve the issue as quickly as possible.

Scheduled System Downtime
- Scheduled downtime will be conducted outside prime business hours.

- Scheduled downtime will occur on a daily basis between 5:00 AM – 5:30 AM CST. This scheduled downtime is required to conduct daily backups.

- Weekly maintenance is scheduled for Saturday beginning at 5:00 AM – 5:30 AM. This maintenance window is required to run data backups and perform normal database maintenance activities.

- Monthly scheduled downtime occurs the morning of the first day of the new month prior to CTO Business hours. These monthly backups will occur at 1:00 am and must be completed prior to 7:00 am. Should this conflict with another backup that is scheduled for that day, the monthly backup will begin after the first backup is complete, but it must be complete prior to 7:00 am start of CTO business day.

- While not a norm, downtime outside the scheduled windows may be necessary. In these instances, ACT Group will communicate such cases within a 4-day advance communication to CTO Management, unless the maintenance is deemed critical to system stability. A mutually agreed upon down time shall occur to minimize disruption to CTO operations.

- If CTO Management requires system availability during ACT regularly scheduled maintenance windows, advance written notice from CTO Management is required within 4 working business days. ACT Group will strive to fulfil these requests to the best of its abilities to facilitate continued business processing.

❑ In those cases where personnel support is required during non-prime business hours, ACT Group will provide support required under these situations. Unless business critical, CTO Management is responsible for providing ACT adequate advance notice, i.e. a minimum of 3 days' prior notice to such event, to ensure that ACT Group may properly plan and schedule staffing requirements. Note that if a critical issue continues outside normal business hours, appropriate ACT support staff shall continue uninterrupted until the issue is resolved.

Response Times to Outages

❑ Upon identification of a system outage, ACT will begin problem source identification and troubleshooting the problem within a 15-minute timeframe. ACT will use the PRC system to track and report on system status. Whether or not the outage also impacts the PRC system, ACT will notify system users and provide updates to CTO using e-mail, PC based tools or by phone if PC's are also down, until the PRC and/or ACT systems are accessible.

Back-Up Procedures

❑ Backup database procedures are performed on a nightly, weekly and monthly basis. See Schedule I for Backup Retention Policy.

Disaster Recovery / Hardware Failure

❑ Physical Redundancy: CTO's ACT database server (ACTPROD) is using Data Guard and is replicated in Austin at the ACT disaster recover site. Please refer to the Disaster Recovery document for detailed information in this area.

❑ Power Redundancy: The County Tax Office is responsible for providing power to the CTO facilities and all equipment housed within it. The San Antonio Data Center, which physically houses the main Oracle database, sits just off the main power grid. Should the power ever go out, the Data Center has an on-site backup generator, which kicks in automatically. This generator is powered by diesel, and the site keeps a twenty-four hour inventory of fuel on-site. Please refer to the Disaster Recovery document for detailed information in this area.

❑ While contractual obligation gives ACT 48 hours to restore the system to the CTO in cases of a Disaster, if a hardware failure cannot be fixed so that service may be restored on the primary system after 12 business hours, CTO Management has the option to direct ACT Group (see Schedule H) to begin fail-over procedures to the standby database. Note that CTO has the option to fail-over sooner, if not immediately, depending upon peak period critical business needs, including, but not limited to, end of tax year, end of fiscal year, month-end close and billing periods.

❑ Once the defect is cured on the primary database at the CTO, ACT Group will have 48 business hours to restore services on the San Antonio Database primary system.

❑ If a fail-over operation is required due to ACT equipment/database inoperability, fail-over will be initiated and managed by ACT Group to re-route users to the backup site located in Austin. CTO will provide technical assistance as needed. While ACT Group could switch to the standby database in Austin and have it up and running in less time as compared to a restore of the primary database, ACT Group would make every attempt to get the primary database back up and running within the timeframe specified in this Agreement. This would help maximize database integrity when the primary database was restarted.

Disaster Types
It is important to further delineate the different types of disasters as each has a varying degree of impact and operational risk.

> **Level 1 Disasters** are defined as having low data impact, possibly high operations impact, but no continuity issues. These disasters do not put data that is on the database at risk. Level 1 disasters include:
>
> A) Failure of the Cisco 2821 Router. ACT Group will troubleshoot. If a new router is needed, one of ACT's backup routers would be dispatched with an appropriately trained technician to install the new equipment.

> ❑ **Level 2 Disasters** are defined as having medium to high data impact, possibly high operations impact, and potential continuity issues. ACT Group would focus to minimize data loss. Level 2 disasters include:
>
> A & B) Failure of the main Oracle database server (ACTPROD) or failure of the database storage server (taxnet01). Should a total failure of the database or storage server occur, the unposted Data Guard logs would be posted to the standby database in Austin that would become the primary database. Thus, CTO would cut over immediately to the Austin system.

C & D) Failure of an application server. ACT maintains 6 application servers that serve the CTO user community. The failure of any one or multiple application servers will cause the user to be disconnected from the system. When the user re-connects, they will be automatically routed to a functioning application server.

Level 3 Disasters are defined as having high data impact, high operations impact and business continuity issues. These include: Major damage/loss of building and infrastructure, chemical or biological incident that makes the building inhospitable to employees and meteorological event that makes getting to the building impossible to employees.

Should the database be destroyed or become physically inaccessible, ACT will utilize a standby database at its Data Center in Austin. This database is an exact replica of the database in San Antonio, up through the time of the last Oracle log file transmitted in full from San Antonio.

In case of a massive failure or disaster involving the primary database for CTO, the standby database would be updated with the logs. Logs will be transmitted as defined in the Disaster Recovery document to the back-up site in order to ensure our ability to meet this failure, should it occur. The presence of this standby database in a different city mitigates the risk of data loss and helps to ensure continued data integrity.

SCHEDULE C – CHANGE CONTROL PROCEDURES

Schedule C provides information on the change control procedures to be followed for software problems or client requested system changes to the ACT system.

Software Design Change Requests

❏ After approval by CTO Management, requested changes will be sent to ACT Group in writing for consideration. (See Schedule J.)

❏ CTO will provide a written specification identifying details of the requested change and reason for the change. CTO resources will be available to discuss the requested change.

❏ ACT Management will evaluate the change request specification and perform a cost benefit impact analysis considering the CTO requirements as well as other ASP Clients. ACT Group may share change request information across Clients.

❏ If impact analysis yields a potential conflict across clients, ACT Group will work with the CTO (and all clients) to resolve in a mutually beneficial manner.

❏ After CTO Management and ACT Management approve a change request, a target availability date will be scheduled that is mutually agreed upon by both parties and takes into consideration development and internal test timeframes.

❏ Once ACT Group develops and internally tests the change, ACT Group will migrate the change to the ACT-maintained Client Regression Test Bed Environment on a weekly basis, unless a client emergency requires sooner attention. In this environment, all clients will have the opportunity to test the change in a mutually agreed upon timeframe as outlined in this Agreement. (See below "Client Testing Timeframe".)

❏ If a change/fix involves a CTO specific object, for example, a tax statement, testing is limited to the CTO User Community.

❏ CTO has the right to test any change (unless it is a client-specific object) and provide written test results to ACT in three business days as outlined in this Agreement. (See below "Client Testing Timeframe".)

❏ If any client identifies development issues, ACT Group will fix and re-test the change before re-migrating it to the ACT-maintained Client Regression Test Bed Environment.

❏ If added functionality or issues are identified during testing that were not in the original request scope, a new change request will be required and a new schedule of development will need to be discussed and agreed upon.

❏ Once the CTO verifies that the design change is operating as requested, including successful execution of Regression Testing to ensure no corruption of non-related functions, ACT Group will migrate the change to the CTO Production environment.

CTO will have the option to test the change and to regression test all application changes/fixes before migration to the production environment, unless the problem is identified as mission critical for any ACT Client or the change/problem is Client specific. Clients will forfeit this option if testing is not completed and written results sent to ACT within the timeframe listed in this Agreement.

The contractual warranty shall extend to all additions and modifications to the system by ACT unless the modification has been requested by the CTO and ACT has advised against the modification because of associated risks in so doing.

Software Development Problems

❑ CTO will provide ACT Group ample information when reporting an issue. Examples of relevant data include the date/time the problem occurred, a detailed description of the issue in terms of impact on business processing, the process that was being performed in ACT when the error occurred, system error message received and the user ID operating the system. This information will be captured using the PRC form, which must be approved by CTO Management. (See Schedule J.)

❑ Software problems will be assigned a priority and resolved within the timeframe outlined in Schedule H of this Agreement.

❑ Once ACT Group develops and internally tests the fix to a software problem, ACT Group will migrate the fix to the ACT-maintained Client Regression Test Bed Environment. This migration will occur weekly on Monday nights.

❑ CTO has three days to verify that the fix is operating as needed, upon written authorization by CTO Management, ACT Group will migrate the fix to the Production environment Thursday nights (after CTO's three day review period).

❑ If continued issues are found with a particular fix, ACT Group will correct and re-test before migrating the fix back to the Client Regression Test Bed Environment.

❑ If a design change or fix is rejected by CTO, the application code will be removed from the regression test bed and not migrated further to the CTO Production instance. A PRC will be opened on behalf of CTO in ACT's PRC system to track a programmatic solution that will meet CTO and other client needs to minimize code deviations across CTO and other clients environments.

Client Testing Timeframe

❑ It is imperative that all ACT clients test fixes and design changes in a timely fashion. Clients will test a software problem or design change in the client's regression test bed according to the client-specified test plan in accordance to the timeframes listed below:

> ➤ Software problems   3 working business days (normally Tuesday thru Thursday)
> ➤ Enhancement: 3 working business days, unless otherwise mutually agreed upon by both parties (normally Tuesday thru Thursday)

❑ ACT Group will migrate any change or problem fix to the CTO's Production environment which has undergone successful ACT testing unless ACT receives a notice from CTO that their independent testing has located a defect.

- ❑ ACT Group will migrate fixes and/or enhancements to the ACT-maintained Client Regression Test Bed Environment no more frequently than once per week. An exception would occur if an emergency fix is required by CTO or other ACT clients. Prior authorization from CTO Management is required for these exceptions. ACT Group will migrate changes on Monday nights weekly, as needed. CTO will have 3 days to test, i.e. Tuesday through end of day Thursday. CTO must notify ACT in writing of a defect in any PRC by the close of business Thursday. Once CTO approves fixes and/or enhancements, ACT Group will migrate these into the CTO's production environment (ACTPROD), also on a weekly basis after Thursday end of business day.

SCHEDULE D – SERVICE MONITORING AND PERFORMANCE MEASUREMENT

Schedule D provides detailed information on the monitoring of services delivered to the Client and the metrics and other means to be applied to measure the performance of the services delivered under the terms of this Agreement, as denoted in other sections of this Agreement.

Performance Monitoring:
- ACT will have in place tools to be used to analyze performance issues.

- CTO users will report to CTO and ACT management on user experienced system performance issues. ACT will investigate reported performance issues. If the problem is identified as an ACT issue, performance tuning results and targets will be reviewed and approved or changes made as necessary. Any non-compliance with performance expectations will be discussed between Executive CTO and ACT management.

Software Problems:
- While ACT Group expects to deliver well within the specified timeframes, Schedule H outlines the delivery timeframe for a software problem resolution. Note that processes covered under each Problem Priority level are outlined in Schedule H of this Agreement.

- Where needed, CTO technical and business staff will provide appropriate and timely turnaround to support ACT Group's problem resolution efforts and timeframes listed in Schedule H of this Agreement.

Software Enhancements
- ACT Group expects to deliver well within the mutually agreed upon target dates software enhancements.

Hardware Failure
- Refer to Schedule B, Service Availability, for specified timeframes for recovery in the event of hardware failure.

Remote Access to System
- ACT cannot guarantee performance or response times on network links for which they have no control. Therefore, ACT Group does not guarantee response time performance metrics outlined in this Agreement for remote users, i.e. those defined as users accessing the system outside the County Tax office network. (CTO Branches are considered inside the CTO network.)

SCHEDULE E – SERVICE LEVEL REPORTING

Schedule E provides information on the service level reporting provided by ACT Group under the terms of this Agreement.

❑ Within 5 days of the close of the previous month, ACT Group will provide CTO a summary listing of all open work orders (PRCs) including software problems, software enhancements and performance hardware issues.

❑ The report will identify:
   ➤ Problem resolution number (PRC)
   ➤ Problem identification date
   ➤ Original and Current Problem target completion date
   ➤ Problem description
   ➤ Current PRC status
   ➤ Completion date

❑ ACT Group and CTO will use the PRC system to manage and report on system fixes, enhancements and data fixes. PRC reports will be updated and enhanced periodically by mutual agreement of ACT and CTO Management.

❑ ACT Group and CTO Management will mutually agree to other reporting requirements to fit the Client's needs.

SCHEDULE F – SUPPORT & HELP DESK SERVICES

Schedule F provides information on the Support & Help Desk Services available from ACT Group under the terms of this Agreement.

❑ ACT Group will notify CTO at least 3 days in advance of changes to any key ACT personnel on-site at CTO or their direct management off-site that could potentially affect the delivery of services to CTO.

❑ If additional resources are deemed necessary, the CTO and ACT Group will jointly discuss and modify the above resource plan accordingly. (For example, during stabilization period after start-up, or further system enhancements, etc.)

❑ As outlined throughout this Agreement, ACT on-site support is available to aid in a multitude of activities to support usage of the ACT system throughout the business community.

❑ Typically (for non-critical hardware and software issues) the first method of problem escalation is for CTO users to communicate to CTO process owners (subject matter experts who performed ACT implementation testing). If the process owners are unable to resolve or access needed information via system, then they will escalate it to their CTO management. If CTO management cannot remedy the problem, the CTO liaison to ACT will notify the ACT Help Desk at 1-877-422-8829. This centralized Help Desk is available from 7:30 AM to 6:00 PM CST Monday through Friday.

❑ Critical or high priority items (i.e. AAA or AA as defined in Schedule H) that affect system accessibility or cause processing delays will be more directly communicated by CTO Management to the ACT Help Desk to expedite problem resolution. It is also necessary to log the problem into the ACT provided PRC system for tracking.

❑ The ACT Help Desk services clients in a multitude of ways including answering general application questions commonly referred to as Level 1 support, recording and routing system issues and sourcing Level 2 questions to more specialized ACT staff.

❑ ACT production support will be available outside core business hours to perform emergency production support services. Contact information for all support staff will be given to the CTO Management Team.

SCHEDULE G – PROBLEM ESCALATION

Schedule G provides information on the Problem Escalation procedure to be applied to the services under the terms of this Agreement.

The ACT Support/Help Desk shall be notified of all problems, no matter the level of priority. This is necessary to log in and track all issues for prompt resolution. CTO may also want to immediately contact the Client Manager (Position 2) dependent upon the priority level of the problem.

ACT Group shall contact CTO on a regular basis (at minimum every 2 hours) during periods of system outage to provide reassurance that everything is being done to resolve the issue as urgently as possible. In the event that an incident is not being resolved within the agreed timeframes as identified in this Agreement, ACT Group has provided escalation procedures for CTO to follow as outlined below.

ACT Group's escalation process assigns timeframes to contact varying levels of ACT management based on the severity of the problem and the amount of time the issue remains unresolved.

The Position levels 2, 3 and 4 configuration of timeframes outlined below will apply when ACT Group surpasses the expected delivery date as identified in this Agreement (See Schedule H).

Note that resolution timeframes below are measured in hours and business days.

Problem Level	Position 1 (ACT support / Help Desk)	Position 2 (Client Manager)	Position 3 (ACT Assistant Director)	Position 4 (Chief Executive Officer)
Priority AAA	15 minutes	1 hour	4 hours	1 day
Priority AA	1 hour	2 days	3 days	4 days
Priority A	4 hours	5 days	10 days	20 days
Priority B / Enhancements	8 hours	5 days	15 days	30 days

- For example, time from occurrence or missed deadline if an AAA development/hardware issue is not resolved by the expected delivery timeframe, the Help Desk personnel has 15 minutes to resolve the item. If the item remains unresolved, the Client Manager is contacted. If, after 1 additional hour, the item remains open, the Assistant Director of ACT is contacted and has 4 hours to bring closure to the item. If the item still remains open, Chief Executive Officer is contacted for ultimate resolution within a 1 - day timeframe.

SCHEDULE H – PROBLEM PRIORITY RESOLUTION MATRIX

Schedule H provides information on the Problem Description and Issue Resolution to be applied to the services under the terms of this Agreement.

Note that if a software problem identified as critical cannot be cured within the specified time frame below, ACT Group will revert to the last known working production version of that code.

Exceptions to this timing may exist to ensure business continuity. At CTO's discretion, immediate or within the resolution timeframe listed below, CTO Management may elect to revert to the last known production version of working code depending on critical business needs including, but not limited to: end of tax or fiscal year, month end close, and billing periods. ACT will then:

     1) revert to the last known working production version of that code within 4 hours of notice, if the problem did not exist in a prior version; or

     2) require the full 72 hours for development cycle to complete, if the problem exists in all versions.

Note that resolution timeframes below are measured in hours and business days unless otherwise noted.

Priority	Resolution Timeframe	Business Process Scope / Impact	Resolution Timeframe Calculation
Priority AAA Critical – Hardware	(48 hours –	a) Hardware/database/NetApp failure. -A work-around does not exist. -Process delays are not acceptable.	**Start Time:** Within 15 minutes of notification to ACT on site Support/Help Desk. **End Time:** Introduction of fix to the production environment.
Priority AAA Critical - Software	72 hours or 12 hours, as per above.	a) Posting of payments. b) Generating receipts. c) Generation of bills. d) Disbursement of funds. -A work-around does not exist. -Process delays are not acceptable.	**Start Time:** Within 1 hour of notification to ACT on site Support/Help Desk. **End Time:** Introduction of fix to the regression test bed environment.
Priority AA High	10 days	a) Generation of refunds. b) Processing of CAD data. c) Posting of transfers & returned items. d) Monthly closeout. -A work-around may be available, but it is time intensive, or no work-around exists. -Process delays likely.	**Start Time:** Within 1 day of notification to ACT on site Support/Help Desk. **End Time:** Introduction of problem to the regression test bed environment.
Priority A Medium	30 days	a) Cosmetic change to external reports or documents. b) Other items not listed above will be jointly defined by the CTO and ACT.	**Start Time:** Within 3 days of notification to ACT on site Support/Help Desk. **End Time:** Introduction of problem to

			the regression test bed environment.
		-A feasible work-around is available to be performed on a limited basis. -Minimal process delays when work-arounds are in place.	
Priority B Low	60 days	a) Cosmetic change to reports or documents. b) Other items not listed above will be jointly defined by CTO Management and ACT Group. -A feasible work-around is available. -No process delays.	**Start Time:** Within 5 days of notification to ACT on site Support/Help Desk **End Time:** Introduction of fix to the regression test bed environment.
Enhancements	Case by Case Basis	-CTO and ACT will mutually agree upon enhancement priority and delivery dates.	**Start Time:** Within 5 days of notification to ACT on site Support/Help Desk. **End Time:** Introduction of change to the regression test bed environment.

SCHEDULE I – SYSTEM BACKUP

Full Backup = **All current and historical data**

Record Retention:
All data is kept on the ACT system and is available online. When backup copies are made, they are a snapshot of the entire database. Each additional backup contains the previous history in addition to any changes to data since the prior backup. Thus, we have permanent retention for electronic files. This is in compliance with the State Comptroller's "Retention Schedule for Records Common to All Local Governments", Part 5: Electronic Data Processing Records. Should the Comptroller's requirements change, record retention schedule will be modified to remain in compliance with the State Comptroller's guidelines.

The schedule outlined below may be modified upon concurrent agreement between the County Tax Office and ACT.

Daily Backups

Server:	Oracle DB Storage Server
Type:	Full backup
Schedule:	ACTPROD (TCS and Taxledge): Sunday – Friday: 6:00 pm (hot backup snapshot)
	ACTEval (TCS and Taxledge):Monday – Friday: 4:00 am (snapshot)
	TAX (SIT): Monday – Friday: 11:40 pm (snapshot)
	SITEval: Monday – Friday: 4:00 am (snapshot)
Contents:	Production and Evaluation Environment for TCS, Tax Ledge, and SIT
	a) All Data
	b) Archive Logs
	c) Bin Directories (programs and software on database server)
Media:	Tape (copying snapshots to tape media)
Retention:	30 days – Tapes to be stored off-site for the full retention cycle (ACT is responsible for off-site storage. At this time, vendor is Iron Mountain Storage.)

Server:	Oracle DB Server (prometheus); Oracle APP Servers. Includes TCS, Taxledge and SIT.
Type:	Full & Incremental Backup
Schedule:	Full Backup – Friday – 9:00 pm
	Incremental Backup – Monday – Thursday – 9:00 pm
Contents:	Program files, scripts, etc.
Media:	Tape
Retention:	30 days – Tapes to be stored off-site for the full retention cycle (ACT is responsible for offsite storage. At this time, vendor is Iron Mountain Storage.)

Weekly Backups

Server:	Oracle DB Storage Server
Type:	Full Backup
Schedule:	ACTPROD (TCS and Taxledge): Saturday, 5:30 am (cold backup snapshot)
	TAX (SIT): Sunday: 11:40 pm (snapshot)
	ACTEval (TCS and Taxledge): Sunday: 4:00 am (snapshot)

SITEval: Sunday: 4:00 am (snapshot)

Contents: Production and Evaluation Environments for TCS, Tax Ledge, and SIT
a) All Data
b) Bin Directories (programs and software on database server)
Media: Tape
Retention: 30 days – Tapes to be stored off-site for the full retention cycle (ACT is responsible for off-site storage. At this time, vendor is Iron Mountain Storage.)

Monthly Backups
Server: Oracle DB Storage Server and Oracle DB Server
Type: Full Backup
Schedule: Morning of the first business day of the new month prior to CTO business hours. These monthly backups will occur at 1:00 am. Should this conflict with another backup that is scheduled for that day, the monthly backup will begin after the first backup is complete, but it must be complete prior to 7:00 am start of CTO business day.
Contents: 1) Production Environments for TCS, Tax Ledge, and SIT on Oracle DB Storage Server
2) USER2SPOOL (Directory) & Bin Directory on Oracle DB Server
Media: Tape
Retention: 12 months – Tapes to be stored off-site for the full retention cycle (ACT is responsible for offsite storage. At this time, vendor is Iron Mountain Storage.)

Yearly Backup for permanent retention
Server: Oracle DB Storage Server
Type: Full Backup
Schedule: Morning of first business day of County Fiscal Year prior to CTO business hours. 4:00 am on July 1st.
Contents: Production Environments to TCS, Tax Ledge, and SIT
a) All Data
Media: Tape
Retention: Permanent storage of tapes in secured CTO vault and offsite (ACT is responsible for offsite storage. At this time, vendor is Iron Mountain Storage.)

Backup Schedule of Austin standby database

San Antonio – Standby Database
Server: Oracle DB Storage Server (NetApp)
Type: Full Backup
Schedule: Weekly at 4:00 am Sundays
Contents: CTO Production Environment data for TCS, Tax Ledge, and SIT
Media: Tape
Retention: 30 days – stored off site

SCHEDULE J – PROBLEM REPORT and CORRECTION FORM

TITLE:			PRC#:
Functional Area:			Date:
Originated By:			
Contact Number:		Email:	
Reports/Screens/Notices Affected:			
Priority:	☐ Critical	☐ High	☐ Nice to Have
When Required:	Development Start:		Test Date:
Report/screens/technical description attached?	☐ Yes	☐ No	
Path to Screen/report:			

Brief Description of Requested Change

Risk Factors to be Considered:

Resource Name:		Estimated Hours:	

Approvals

ACT	Date	Client - Location	Date

SCHEDULE K – ACT PRODUCTION SUPPORT CONTACT INFORMATION

ACT will provide the current contact information for key ACT personnel including home and cell numbers. Such information shall be updated within 24 hours of any change in personnel or contact information.

SCHEDULE L, ACT COMPONENTS

- **Base Tax Collection System**
    - Billing
    - Collections
    - Records Maintenance
    - Reports

- **Subsidiary Systems**
    - Customer Service
    - Lock Box
    - Mortgage Company
    - Litigation and Enforcement
    - TaxLedge
    - Special Inventory Tax (includes Hotel Occupancy Tax)
    - Offline Remittance Capture
    - Permits
    - Internet
    - Appraisal District
    - Image Integration

ACT software enables the following functions:
- Current and Delinquent Tax Collection
- Concurrent Collection of Multiple Taxing Authorities
- Supplements and Adjustments Processing
- Online and Batch Payment Processing
- Refunds – (Requested, Automatic and Prior Year)
- Special Exemptions
- Returned Mail Processing
- Jurisdiction Control
- Comments, Notes and Event Tracking
- Change Logging
- Delinquent Attorney Support
- Offline Remittance Capture Module
- Security and Recoverability
- Comprehensive Audit Trail
- Extensive Reporting System
- Tax Ceiling Management
- TIF / TIRZ processing
- Internet Payment by credit card
- Check image inquiry
- Internet portfolio of Accounts
- Installment Contracts and Quarterly Payment Plans
- Ad Hoc Reports

ORACLE DISCOVERER
In addition to the ACT software, the Oracle Discoverer application, developed by Oracle Corporation, shall be utilized for user defined reporting purposes. Oracle

Discoverer is an intuitive ad hoc query, reporting, analysis, and web-publishing tool that allows business users at all levels access to information from databases. Discoverer's intuitive user interface guides the end user through the entire process of building and publishing sophisticated reports and graphs. Users can quickly and easily choose from multiple charting and layout options to rapidly create a visual representation of their query results.