

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into by and between the Board of Directors (the "Board") of the Tarrant Appraisal District ("TAD"), a political subdivision of the State of Texas, and Joe Don Bobbitt ("Employee"), acting by and through their respective representatives.

WHEREAS, the Board desires to employ Joe Don Bobbitt as the Chief Appraiser of TAD;
and

WHEREAS, Joe Don Bobbitt desires to serve as the Chief Appraiser of TAD; and

WHEREAS, it is the desire of the Board to provide certain benefits, establish certain conditions of employment, and to set working conditions of Employee as TAD's Chief Appraiser;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Duties

- A. The Board hereby employs Joe Don Bobbitt as the Chief Appraiser of TAD to perform the functions and duties customarily performed by persons acting in the capacity of the chief appraiser of an appraisal district, and those duties and functions as may be prescribed by the Board from time to time. Such duties shall include, but not be limited to, the supervision of the appraisal district offices and staff, and attendance at the Board's meetings.
- B. Duties of the Employee shall also include:
 - 1. Function as the Chief Executive Officer of TAD and perform management, administrative, and operational duties for TAD;
 - 2. Ensure compliance with the requirements of the Texas Tax Code and other applicable state and federal laws;
 - 3. Hire or appoint, and, when necessary, remove any employee of TAD;
 - 4. Prepare and submit to the Board an annual budget and thereafter, to be responsible for its administration after adoption; and
 - 5. Keep the Board advised of the financial condition and future needs of TAD and make such recommendations as necessary for the successful operation of TAD.

Section 2. Term

- A. Employee shall serve as the Chief Appraiser of TAD for a term of three (3) years (the

“Initial Term”) beginning on February 1, 2024, and ending on December 31, 2026. Thereafter, this Agreement shall automatically renew from calendar year to calendar year unless either party provides written notice of their intent to terminate this Agreement prior to November 1 preceding the next calendar year.

- B. Employee agrees not to accept other employment while employed as the Chief Appraiser of TAD without the prior written approval of the Board. The term “employment” shall not be construed to include pastoral or ministerial duties.

Section 3. Salary and Compensation

- A. Commencing on February 1, 2024, the Board agrees to pay Employee for services rendered pursuant to this Agreement an annual salary of \$250,000.00 (the “Base Salary”) payable in equal installments at the same time as employees of TAD are paid subject to the same applicable deductions for benefit contributions. The Base Salary is subject to all applicable local, state or federal taxes, including, but not limited to, withholding taxes such as FICA or similar charges including, if applicable, and any required employee contributions to any type of retirement plan or accident, life and health plan then in effect for the benefit of TAD’s employees. Compensation provided hereunder shall be reviewed annually and shall be subject to annual increases upon agreement of the Employee and Board. Such annual review shall be conducted during the budgetary process each year and will include an annual performance evaluation of the Employee.
- B. The Employee shall be eligible to receive additional compensation (“Successful Performance Pay”) in the amount of 4% of his Base Pay at the end of each calendar year upon TAD’s successful performance in certain metrics that have been deemed important by the Board. The Employee will be entitled to Successful Performance Pay if TAD meets or exceeds the following metrics:
 - 1. TAD’s successful evaluation by the Texas Comptroller of Public Accounts during years in which the school districts within the jurisdiction of TAD are evaluated in the Property Value Study (“PVS”). A successful PVS evaluation shall mean that each school district within the jurisdiction of TAD achieved local valuation;
 - 2. TAD’s successful evaluation by the Texas Comptroller of Public Accounts during years in which TAD is evaluated by the Methods and Assistance Program (“MAP”). A successful MAP evaluation shall mean that TAD passes all mandatory questions and achieves a score of at least 85% in each of the applicable MAP categories;
 - 3. TAD’s delivery of the notice required by Texas Tax Code Section 25.19(a) by April 15 of each calendar year for at least 85% of the real property accounts located in Tarrant County;
 - 4. Certification of the Tarrant County Appraisal Roll each calendar year by July 25.

C. The Employee shall be eligible to receive additional compensation (“Exceptional Performance Pay”) in the amount of 5% of his Base Pay at the end of each calendar year upon TAD’s exceptional performance in certain metrics that have been deemed important by the Board. The Employee will be entitled to Exceptional Performance Pay if TAD meets or exceeds the following metrics:

1. TAD’s exceptional evaluation by the Texas Comptroller of Public Accounts during years in which the school districts within the jurisdiction of TAD are evaluated in the Property Value Study (“PVS”). An exceptional PVS evaluation shall mean that each school district within the jurisdiction of TAD achieved local valuation, and that TAD’s values for at least 90% of the school districts within the jurisdiction of TAD that had certified values that are within the confidence interval of the PVS;
2. TAD’s exceptional evaluation by the Texas Comptroller of Public Accounts during years in which TAD is evaluated by the Methods and Assistance Program (“MAP”). An exceptional MAP evaluation shall mean that TAD passes all mandatory questions and achieves a score of at least 90% in each of the applicable MAP categories;
3. TAD’s delivery of the notice required by Texas Tax Code Section 25.19(a) by April 15 of each calendar year for at least 90% of the real property accounts located in Tarrant County;
4. Certification of the Tarrant County Appraisal Roll each calendar year by July 25.

D. The Employee shall be eligible to receive additional compensation (“Extraordinary Performance Pay”) in the amount of 6% of his Base Pay at the end of each calendar year upon TAD’s extraordinary performance in certain metrics that have been deemed important by the Board. The Employee will be entitled to Extraordinary Performance Pay if TAD meets or exceeds the following metrics:

1. TAD’s extraordinary evaluation by the Texas Comptroller of Public Accounts during years in which the school districts within the jurisdiction of TAD are evaluated in the Property Value Study (“PVS”). An extraordinary PVS evaluation shall mean that each school district within the jurisdiction of TAD achieved local valuation, and that each school district within the jurisdiction of TAD had certified values that are within the confidence interval of the PVS;
2. TAD’s extraordinary evaluation by the Texas Comptroller of Public Accounts during years in which TAD is evaluated by the Methods and Assistance Program (“MAP”). An exceptional MAP evaluation shall mean that TAD passes all mandatory questions and achieves a score of 100% in each of the applicable MAP categories;
3. TAD’s delivery of the notice required by Texas Tax Code Section 25.19(a) by April 15 of each calendar year for at least 95% of the real property accounts located in Tarrant County;

4. Certification of the Tarrant County Appraisal Roll each calendar year by July 25;
 5. TAD obtains an average score of 7 or better on the Net Performance Score system each calendar year. The Net Performance Score system will be implemented in year one of this contract.
 6. TAD is not the subject of any negative media coverage during the calendar year. The determination of what constitutes negative media coverage shall be decided by the Board in its sole discretion.
- E. Employee may only receive one of the Successful Performance Pay, Exceptional Performance Pay or Extraordinary Performance Pay payments in any year. If Employee qualifies for Extraordinary Performance Pay in a year, the Employee will not receive Successful Performance Pay or Exceptional Performance Pay for that year. Similarly, if Employee qualifies for Exceptional Performance Pay in a year, the Employee will not receive Successful Performance Pay in that year.
- F. The Board agrees to allow participation of Employee in TAD retirement system in the same manner as that provided generally for the other employees of TAD.
- G. The Board agrees to pay Employee a car allowance for the purpose of purchasing, maintaining, and operating a vehicle in connection with Employee's duties as Chief Appraiser. Such car allowance shall be \$12,000 a year paid in equal installments throughout the year allocated through each pay period
- H. The Board agrees to pay for Employee to receive the same medical insurance coverage as provided to the other employees of the District. Additionally, the Board agrees to pay for the Employee's immediate family to be covered under the District's medical insurance plan. Immediate family shall mean the spouse and any minor children of Employee.
- I. The Board agrees to reimburse Employee for any and all reasonable, necessary, customary, and usual expenses incurred by Employee while working for and on behalf of TAD, subject to approval by the Board.

Section 4. Termination

- A. **Termination without Cause.** The Board may terminate this Agreement at any time, without cause, upon sixty (60) days prior written notice to Employee. In the event of termination by the Board, without cause, Employee shall be entitled to receive a lump sum payment equal to eighteen (18) months of Employee's Base Salary.
- B. **Termination for Cause.** The Board may terminate Employee at any time, for cause, as set forth herein. In the event of termination for cause, Employee shall be entitled to all compensation earned through the date of termination. For the purposes of this Agreement, "cause" shall mean and include, but is not limited to, any of the following:

1. Breach of any term or condition of this Agreement;
2. Disloyal conduct reasonably calculated to cause harm to TAD;
3. Dishonest or illegal conduct;
4. Knowing or negligent violation of any rule or law which causes harm to TAD, including damage to the reputation of TAD;
5. Knowing or negligent violation of any TAD policy, standard, or procedure;
6. Fraud upon any person or entity with which TAD does business;
7. Conviction, including probation, deferred adjudication, or deferred disposition of a felony, of a crime involving moral turpitude;
8. Gross misconduct;
9. Falsification of any records kept or maintained for the benefit of TAD;
10. An order by any court of competent jurisdiction restraining, preventing, or otherwise impairing Employee's ability to perform the duties and responsibilities under this Agreement; or
11. Any action that results in the loss of Employee's license issued by the Texas Department of Licensing and Regulation.

C. **Resignation.** Employee may voluntarily resign from the position of Chief Appraiser of TAD at any time during the term of this Agreement by providing TAD sixty (60) days prior written notice thereof unless the Board waives such notice. If the Employee voluntarily resigns from the position of Chief Appraiser, Employee shall be entitled to all compensation earned through the date of resignation.

Section 5. Sick Leave and other Benefits

In addition to the benefits provided in this Agreement, the Board shall also provide to Employee the same benefits relating to health care, sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as are provided by TAD to its employees as such benefits now exist or may be amended.

Section 6. Professional Development

The Board shall, subject to budgetary approval, pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other

functions for TAD as deemed appropriate by the Board.

Section 7. Entire Agreement

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

Section 8. Successor and Assigns

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

Section 9. Indemnification

To the extent allowed by applicable law, including, but not limited to Texas Civil Practice and Remedies Code Chapters 101 and 102, the Board agrees to defend, hold harmless, and indemnify the Employee from any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceeding brought against the Employee, whether in Employee's official or individual capacity as the Chief Appraiser of TAD, provided that the incident or incidents made the basis of the demand, claim, suit, action, judgment, expense, and attorney's fees for those suits, claims, or causes of action arise from an act or omission of the Employee acting in the course and scope of Employee's duties as Chief Appraiser of TAD. Provided, however, that any such demand, claim, suit, action, judgment, expense, or attorney's fees for claims or causes of action where it is determined by the trier of fact that the Employee committed official misconduct as that term is defined by the Texas Penal Code, acted in bad faith, or acted with intent to defraud shall be excluded from this provision. It is the intent of the parties that the provisions of the Texas Civil Practice and Remedies Code, specifically Chapters 101 and 102, shall apply in conjunction with this section of this Agreement to provide the maximum protection for the Employee. The terms of this section shall survive the termination, expiration, or other end of this Agreement.

Section 10. Governing Law

This Agreement is governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 11. Amendment

This Agreement may be amended by the mutual written agreement of the parties.

Section 12. Legal Construction

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if

such invalid, illegal, or unenforceable provision had never been contained in it.

Section 13. Prohibition of Boycott of Israel

Employee verifies that he does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001 as amended.

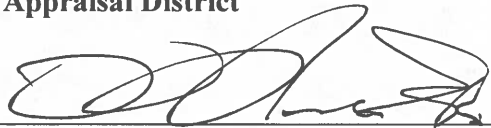
Section 14. Effective Date.

This Agreement shall be effective on February 1, 2024. (“the Effective Date”).

(Signature page to follow)

EXECUTED this 12 day of JANUARY, ²⁰²⁴~~2023~~.

Tarrant Appraisal District

By: 
Tony Pompa, Chairman
Vince E. Puente, Sr.

EXECUTED this 18 day of December, 2023.

Employee

By: 
Joe Don Bobbitt, Chief Appraiser

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to the Employment Agreement entered into on December 18, 2023 and January 12, 2024 between the Board of Directors (the "Board") of the Tarrant Appraisal District ("TAD"), a political subdivision of the State of Texas, and Joe Don Bobbitt ("Employee"), is entered into by and between the Board of TAD and Employee.

WHEREAS, the Board desires to make certain amendments to the Employment Agreement; and

WHEREAS, Employee agrees to and desires to make the same amendments to the Employment Agreement,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following First Amendment to the Employment Agreement:

1. The parties mutually agree that the provisions of the Employment Agreement found in Section 3, Subsection B, Paragraph 1; Section 3, Subsection C, Paragraph 1; and Section 3, Subsection D, Paragraph 1 are deleted and removed from the Employment Agreement. As of the effective date of this First Amendment to the Employment Agreement, Section 3, Subsection B, Paragraph 1; Section 3, Subsection C, Paragraph 1; and Section 3, Subsection D, Paragraph 1 are deleted and removed from the Employment Agreement and no longer have any force or effect.
2. This First Amendment to the Employment Agreement shall take effect on April 1, 2025.
3. Except as set forth in this First Amendment to the Employment Agreement and any subsequent amendments, the Employment Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this First Amendment to the Employment Agreement and the Employment Agreement, the terms of this Amendment shall prevail.

This First Amendment to the Employment Agreement and each party's obligations shall be binding on the respective party and its representatives, assigns, and successors. Each party has signed this First Amendment to the Employment either individually or through its authorized representative.

(Signature page to follow)

EXECUTED this 12 day of March, 2025

Tarrant Appraisal District

By: 
Rick D. Barnes, Chair

EXECUTED this 12 day of March, 2025

Employee

By: 
Joe Don Bobbitt, Chief Appraiser