**SINGLE SOURCE AWARD** **BID # SS-0208-20**

**Subject:** Sales Verification Software for Real Estate Transactions

**Department:** Property Appraiser

**Description of Purchase:**
Subject single source award was approved on 8/2/19 for Just Appraised in the amount of $80,000.00 annually (contract #10716). Signed contract is for $80,000.00 initial term and $97,320.00 per (automatic) one (1) year contract renewal term (maximum of four (4) renewal terms).

Recommend approval to increase award to Just Appraised, Inc. in the amount of $69,280.00. Estimated annual expenditure amount not to exceed $97,320.00. Total revised award amount not-to-exceed $469,280.00.

Period of service will be date of award through September 30, 2021 with three (3) automatic one (1) year renewal options remaining.

**Funding Source:** 00191.810004.531180.0000000.00000000.00000

**Single Source Award To:** Just Appraised.

**Price Justification:** See attachment

**Total Award:** $469,280.00 **Requisition #:** N/A

**Attachments:** Agency Memo, Single Source Form, Contract, Previous Award

**Certification as to Single Source:** Kathleen Collins, Chief Financial Officer, Property Appraiser – Admin.

**THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.**

Analyst: David Klages

for Gregory Pease, Chief
Procurement Division

***APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE***

**"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"**

***CHAIRMAN*** ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

**FORM GB-113, Revised 12/2007**

# OFFICE OF THE PROPERTY APPRAISER

**JERRY HOLLAND**
**DUVAL COUNTY**
**PROPERTY APPRAISER**

**231 E. FORSYTH STREET**
**JACKSONVILLE, FL 32202**
**(904) 630-2011**

November 10, 2020

Gregory Pease, Division Chief
Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

RE: SS-0208-20

Dear Greg:

This letter serves as the request to increase funding for Just Appraised by $69,280.00. FY21 renewal option, and all future renewal options will be $97,320.00 annually.

The term of contract would extend through September 30, 2024, with a maximum indebtedness of $469,280.

If you have any additional questions, please contact me at the telephone number or E-mail listed below.

Sincerely,

Kathleen Collins, Chief Financial Officer
Duval County Property Appraiser
904-255-5890 / kathleenc@coj.net

## SINGLE SOURCE REQUEST

**Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.**

**REQUESTING AGENCY (DEPT./DIVISION):** Property Appraiser - Land Records

**FUNDING SOURCE:** PALR015 - 03118 Software Hosting Services

**BRIEF DESCRIPTION OF GOODS/SERVICES:**

Just Appraised will provide a sales verification software application that aggregates various data sources about real estate transactions and creates a workflow that is designed to allow staff members to process real estate sales more efficiently. This software allows for the reduction of one staff member due to its ability to upload deed changes and remove some of the manual entry

**AMOUNT OF PROJECT (attach quote):** $80,000.00

**PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):**

Just Appraised will provide the software application, installation and technical support during the length of the contract.

**PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:**

Just Appraised is the only software available that does deed workflow management. This is also the only software solution available that can directly integrate with our custom CAMA system to eliminate keying from the change of ownership process.

**ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:**

We have researched other software solutions for deed workflow management, and currently there are no other options available.

**Submitted by:** Kathleen Collins — Chief Financial Officer

(Name) (Title)

**Date:** July 18, 2019

**Requesting Agency's Director's Signature:**

## Klages, David

| | |
|---|---|
| **From:** | Collins, Kathleen |
| **Sent:** | Wednesday, November 06, 2019 10:38 AM |
| **To:** | Klages, David |
| **Subject:** | FW: 10716 |
| **Attachments:** | GC-#1318784-v1-JUST_APPRAISED_10716_SAAS_SERVICES_ORDER_FORM.PDF |

FYI

---

**From:** Dwyer-Frazee, Ivy
**Sent:** Wednesday, November 06, 2019 10:37 AM
**To:** Collins, Kathleen
**Cc:** Gray, Melba; Newsome, Kale; Russell, Marlene; Pearson, Daniel; Dwyer-Frazee, Ivy
**Subject:** 10716

Please accept this pdf as your copy for the attached pdf document. It is customary for the corporation secretary to retain the original when only one original is executed.

Please note this document has been assigned city contract #10716 and all future correspondence should reference that number.

Thank you, Ivy


***Ivy L. Dwyer-Frazee***
Legal Assistant to:
*James R. McCain, Jr.,*
Corporation Secretary and Assistant General Counsel
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202
904-255-5099
*Email:* idfrazee@coj.net
www.coj.net


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**JUST APPRAISED**

**SAAS SERVICES ORDER FORM**

| | |
|---|---|
| **Customer:**<br>City of Jacksonville, for and on behalf of Duval County Property Appraiser | **Contact:**<br>Jerry Holland (Property Appraiser) |
| **Address:** 231 E. Forsyth Street, Suite 270<br>Jacksonville, Florida 32202 | **Phone:** (904) 630-0875 |
| | **E-Mail:** Jholland@coj.net |
| **Services:** Company provides a sales verification software application that aggregates various data sources about real estate transactions and creates a workflow that is designed to allow staff members to process real estate sales more quickly (the "Service(s)"). | |
| **Fees:**<br>$80,000 for the Initial Term.<br>$97,320 for each year after the Initial Term.<br>Additional Fees and related payment information is set forth in the Terms and Conditions and the SOW. | **Term:** From the Effective Date (below) through to September 30th, 2020 ("Initial Term"). The Initial Term will automatically renew on an annual basis for (1) year periods (the Initial Term and all renewal terms collectively, the "Term") unless terminated by either party upon sixty (60) days' notice to the other party. |
| **Implementation Services:** Company will use commercially reasonable efforts to provide Customer the Services described in the Statement of Work ("SOW") attached as Exhibit B hereto ("Implementation Services"). | |
| **Implementation Fees:** $0<br>**Training Fees:** $0<br>**Integration Fees:** $0 | |

## JUST APPRAISED

## SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 15th day of October, 2019 (the "Effective Date") between Just Appraised Inc., with a place of business at 440 N. Wolfe Rd., Sunnyvale, CA 94085 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. In the event of a conflict between the Terms and Conditions and the Order Form, the Order Form will supersede. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**JUST APPRAISED INC.**

By: _____

Name: Travis Noll

Title: CEO

**CUSTOMER**

By: _____

Name: Lenny Curry

Title: Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

**ATTEST:**

James R. McCain Jr.
Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

**FORM APPROVED**

James R. McCain Jr.
ASSISTANT GENERAL COUNSEL

# TERMS AND CONDITIONS

## 1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel, passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

## 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

## 3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer Materials. During the Term, Customer shall provide information to Company that (a) is publicly available, or (b) Customer has the right to provide to Company (e.g., a third party has consented) for Company's use in connection with the Services ("Property Data"). Customer hereby grants to Company a non-exclusive, non-transferable, non-sublicenseable, royalty-free, paid-up, revocable, perpetual license to: (a) use, copy, execute, reproduce, display, perform, distribute internally (but not externally) the Property Data; and (b) prepare derivative works based upon all such Property Data.

3.3 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements, derivative works, or modifications thereto, (b)

any software, applications, data models and compilations, databases or similar arrangements of information, inventions or other technology developed in connection with Implementation Services or support, and (c) any data that is based on or derived from the Property Data, and (d) all intellectual property rights related to any of the foregoing.

3.4. Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services rendered to Customer and related systems and technologies (including, Customer Data, Property Data and data derived therefrom), and Company will be free (during and after the Initial Term or the Term, as applicable) to use and disclose such information and data (a) to improve and enhance the Services, and (b) for other development, diagnostic and corrective purposes in connection with providing the Services and other Company offerings to Customer and to third parties.

## 4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. Company shall not include any federal, state, or local taxes in any invoices submitted to Customer..

## 5. TERM AND TERMINATION

5.1 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## 6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED HERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED ONE HUNDRED PERCENT (100%) OF THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN

EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

8.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

8.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

8.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

8.5 In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

8.6 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

8.7 This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions. Venue for litigation of the Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

8.8 Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

8.9 Company shall have the right to display Customer's name and logo on Company's website(s).

## EXHIBIT A

**Addendum for City of Jacksonville, for and on behalf of Duval County Property Appraiser**

This Addendum is made as of October 15, 2019 (the "Addendum Effective Date"), by and between **City of Jacksonville, for and on behalf of Duval County Property Appraiser** ("Customer") and **Just Appraised Inc.** ("Company") contemporaneously with and pursuant to the terms and conditions of the SaaS Services Agreement dated October 15, 2019 (the "SSA") as amended from time to time, under which it is being issued. Capitalized terms used but not defined in this Addendum have the same meanings as provided in the SSA. Customer and Company agree to execute this Addendum pursuant to the specifications and other terms set forth below. Customer and Company are sometimes referred to herein each individually as a "Party" and collectively as the "Parties."

Pursuant to the terms and conditions of the Agreement, and for good and valuable consideration, the adequacy and receipt of which are acknowledged by the Parties, the Parties agree as follows:

1. This Addendum shall be attached to said SSA, shall be a part of said SSA, and shall be binding upon the Parties.

2. As required by Section 106.431, *Ordinance Code*, the Customer's maximum annual indebtedness for all products and services shall be a fixed monetary amount not-to-exceed EIGHTY THOUSAND AND 00/100 DOLLARS ($80,000.00) for the initial term of the SSA, subject to the availability of lawfully appropriated funds.

3. As required by Section 126.108, *Ordinance Code*, in its performance of the SSA, Company must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances (hereinafter collectively referred to as the "Laws"), only with respect to the Agreement, as such Laws exist and may be amended from time to time. Such Laws shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law).

4. Company represents that it has adopted and will maintain throughout the term a policy of nondiscrimination or nonharrassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. On written request, Company shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of Customer for the purpose of investigation to ascertain compliance with the non-discrimination provisions. Company shall not be required to produce for inspection any records covering periods of time more than one (1) year prior to the date of this Agreement. Company agrees that if any of the obligations of this Agreement are to be performed by a subcontractor, a provision similar to the provisions above shall be incorporated into and become a part of the subcontract.

5. Public Records. To the extent Section 119.0701, Florida Statutes, applies to Company's performance under this Agreement, Company shall:

(a) Keep and maintain public records required by Customer to perform the services; and

(b) Upon request from Customer's custodian of public records, provide Customer with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of Agreement if Company does not transfer the records to Customer; and

(d) Upon completion of this Agreement, transfer to Customer at no cost all public records in possession of Company or keep and maintain public records required by Customer to perform the service. If Company transfers all public records to Customer upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of this Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer

upon request from Customer's custodian of public records in a format that is compatible with Customer's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

**IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.**

By signing below, the Parties acknowledge and agree to all of the terms and conditions of this Addendum.

IN WITNESS WHEREOF, authorized persons representing each Party have executed this Addendum as of the Addendum Effective Date.

**COMPANY**

By:

Name: Travis Noll

Title: CEO

Date: October 15, 2019

**CUSTOMER**

By:

Name: Lenny Curry

Title: Mayor

Date: 11/4/19

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

**FORM APPROVED**

James R. Mc Cain, Jr.
ASSISTANT GENERAL COUNSEL

ATTEST:

James R. Mc Cain
Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE

**EXHIBIT B**

**Statement of Work**

This Statement of Work ("Statement of Work" or "SOW") is made as of October 15th, 2019 (the "SOW Effective Date"), by and between the ***City of Jacksonville*** for and on behalf of the ***Duval County Property Appraiser*** ("Customer") and Just Appraised Inc. ("Company") pursuant to the terms and conditions of the SaaS Services Agreement dated October 15th, 2019 (the "SSA") as amended from time to time, under which it is being issued. Capitalized terms used but not defined in this SOW have the same meanings as provided in the SSA. Customer and Company agree to execute this SOW pursuant to the specifications and other terms set forth below. Customer and Company are sometimes referred to herein each individually as a "Party" and collectively as the "Parties."

Pursuant to the terms and conditions of the Agreement, and for good and valuable consideration, the adequacy and receipt of which are acknowledged by the Parties, the Parties agree as follows:

## 1. GENERAL TERMS AND DEFINITIONS

1.1 Contact Information.

Company: Just Appraised Inc. 440 N. Wolfe Rd., Sunnyvale, CA 94085

Customer: City of Jacksonville, for and on behalf of Duval County Property Appraiser. 231 E. Forsyth Street, Suite 270, Jacksonville, Florida 32202

1.2 Service Location Information. Company will perform the Services at the location([s)] below:

Duval County Property Appraiser. 231 E. Forsyth Street, Suite 270, Jacksonville, Florida 32202

## 2. SCOPE OF SERVICES

2.1 Timeline and Phases; Scope; Services Description.

Company is working with Customer to deploy Company's Transfer of Ownership and Sales Coding application to the Customer's Property Tax Deeds Department. The Company's application aggregates various data sources about real estate transactions and creates a workflow that allows staff members to process the transactions more quickly.

Within this Statement of Work, Company will work with Customer to:

- review the current application as it exists now and agree upon changes that support the Customer's needs (Phase 1);
- roll out the product to a limited group of users for usability and technical testing (Phase 2);
- and finally, fully deploy the product to all users in Customer's Property Appraisal Office (Phase 3)

2.2 Timeline and Phases.

Timeline:

- Phase 1 will begin on the Effective Date
- Phase 1 will end when both parties agree the feature set has been implemented and is stable

Activities:

- Data transfer discussions
  - Just Appraised to provide access to FTP folder for ongoing data transfers
  - Just Appraised to provide specific data fields required for product configuration
  - Duval County Property Appraiser to provide access to CAMA files for configuration
- Planning conversations to agree upon product configuration required to go live and agree upon features that will be implemented after the application is live
  - These conversations will cover:
    - Specific field names to be displayed on Data Confirmation Page, Data Export page
    - Specific CAMA fields to be displayed in Land Records view
  - These conversations will also cover specific document types to be Filtered Out / displayed using "Data Extract" / "No Data Extract" workflows
- Ongoing development work by the Company to implement features and bug fixes
- Usability tests with Customer staff members

<u>Phase 2 – Initial Deed Processing / Coding Roll Out, Limited Data Integration Roll Out</u>

Timeline:

- Phase 2 will begin after the feature set mutually agreed upon in Phase 1 has been developed and tested
- Phase 2 will end when both parties agree the feature set has been implemented and is stable

Feature Set:

- Company delivers deed document extracts in Dashboard and Application for Customer review and processing.
  - Dashboard filtering

        - Just Appraised to provide user ability to sort documents by Dashboard column headers
        - Just Appraised to provide filtering options by Book, Page, Recorded Date, Document Type
        - Just Appraised to provide Saved Search functionality to save selected filters by user defined label
    - Recommended Parcel Matches
        - Software to provide automated parcel recommendations for most parcels
        - Software to provide manual Parcel Search functionality
    - Workflow Management
        - Software to provide automated tracking of user steps in workflow
        - Software to facilitate assignment of tasks between users
        - Software to provide email notifications when user is assigned task by teammate
    - UI to confirm extracted data
        - Specific extracted fields include:
            - Book
            - Page
            - Instrument number
            - Docstamp amount
            - Grantee Name(s)
            - Grantee Address
            - Recorded Date
            - Sale Date
    - Document Flagging
        - Specific Document Flags include:
            - Needs Review
            - Mapping
            - Trust
            - Joint Tenants with Rights of Survivorship
            - Tenants in Common
            - Life Estate
            - AKA/FKA/NKA
            - Multiparcel
    - Copy / Paste Data Export to CAMA
    - Code Assignment
        - Software to provide recommendations for DOR codes using algorithms

- Company delivers the "No Data Extract" workflow for non-deed documents in Dashboard for Customer Review
    - User can open document within Just Appraised application
    - User can add Team Comments to "No Data Extract" task
    - User can route document using Workflow features
    - User can mark task "Complete", "Dismissed"

Activities:

- 1-2 representatives from Company on site at Customer offices for 2-3 business days for training and support
- Ongoing development work by the Company to implement features and bug fixes
- Usability tests with Customer staff members

Phase 3 - Full Data Integration Roll Out

Timeline:

- Phase 3 will begin after the feature set mutually agreed upon in Phase 2 has been developed and tested
- Phase 3 will continue until the contract ends as specified elsewhere in the Terms

Feature Set

- Data Export via bulk update
    - Just Appraised to configure bulk update workflow and payload
    - Customer IT to configure queries to update database with sales information from payload

Activities

- Ongoing development work by the Company to implement features and bug fixes
- Make changes as they occur in compliance with Florida Dept of Revenue/legislation updates that affect change of ownership workflow
- Usability tests with Customer staff members
- Technical tests with Customer system administrators

## 4. ROLES AND RESPONSIBILITIES

4.1 Company Roles and Responsibilities.

| Individual | Responsibility |
|---|---|
| **Company Project Manager**<br><br>Imran Khoja | • Oversee project progress through all stages<br>• Analyze application launch requirements (functionality, security, privacy, etc.)<br>• Conduct user research for new feature sets<br>• Work with Customer regarding application maintenance and changes |

| | |
|---|---|
| | • Assess and prioritize features, bug fixes, and technical changes for product throughout all stages<br>• Identify new potential feature sets and areas of collaboration between Customer and Company<br>• Act as primary points of contact for Company |
| **Company Inc. Technical Lead / Developer**<br><br>Ihsan Ecemis, Ph. D. | • Lead development effort<br>• Manage development of technical documentation<br>• Coordinate Company environments and development code movement through environments<br>• Work to execute and lead each production deployment |

4.2 Customer Roles and Responsibilities.

| Individual | Responsibility |
|---|---|
| **Customer Project Sponsors**<br><br>Jerry Holland (Property Appraiser), Keith Hicks (Chief Deputy) | • Secure project funding<br>• Monitor project progress<br>• Provide guidance and strategic direction<br>• Ensure business and IT resources are available<br>• Resolve escalated issues<br>• Approve on-going operational support<br>• Approve project expenditures<br>• Approve all business deliverables |
| **Customer System Administrators / Technical Team**<br><br>Keith Hicks (Chief Deputy), Theresa Williamson (Director of IT), Bic Jin (IT) | • Regularly send property data (CAMA exports) to Company on an agreed upon schedule<br>• Advise on changes to data schema<br>• Build web service for mass update capability and facilitate Just Appraised integration |
| **Customer Staff**<br><br>Curt Crossley, Dawn Barnes & team | • Participate in user research for product improvements<br>• Report bugs and assist Company team to resolve bugs<br>• Provide feedback on product and submit feature requests |

## 5. TECHNICAL & DATA SPECIFICATIONS

### 5.1 Data Exchange

Access to specific pieces of data from Customer is essential to the application's functionality. However, Company's application will not directly connect to Customer's databases. This access to data by Company includes: exports of all data fields and information from Customer's CAMA database that include, but are not limited to, the following information: ownership, full cash value, and various property characteristics for all parcels, exports of deed images for new property sales.

Company and Customer will agree in writing upon a regular schedule throughout the Term on which the above data will be transferred from Customer to Company to be imported in to Company's application. The above data is referred to in the Terms and Conditions as the "Property Data."

Given that the application will not directly connect to Customer's databases, consistency of data format and data structure is essential to continued operations of the application. Should the format or data structure of any of the Property Data change, Customer will notify Company as soon as they become aware of the change, and will work with Company to resolve any technical difficulties that may arise.

Likewise, results from Company's application will be transferred from the application into Customer's database. Should the format or data structure required to import the data into Customer's database change, Customer will notify Company and work with them to resolve any technical difficulties that arise.

5.2 Tools

Required connections for the application also include tools to: provide client-side analytics (i.e. user bounce rate, etc.), monitor application performance (i.e. slow page loads, etc.), monitor errors (i.e. identifying specific information about bugs automatically, etc.), and manage logs (i.e. compliance with log requirements, etc.). These tools may include externally hosted industry standard services.

## 6. FEES AND PAYMENT.

**Initial Term:** These contracts will cover Phases 1, 2, and 3 of the application, basic technical bug fixes, maintenance, and support until **September 30th, 2020**. Customer will work with Company to launch the application for the Property Appraiser for a Fee of **$6,666.66** upfront upon the Effective Date for the period of **October 15th, 2019** through **October 31st, 2019**. Thereafter, Customer shall pay Company the Fee of **$6,666.66** monthly, through the end of the Initial Term, in accordance with the terms herein. Customer must pay the Fees according to the schedule laid out in Terms & Conditions.

This price reflects an early-adopter price for Customer in exchange for being a reference to any new potential clients. Customer will share their experience working with Company via written emails, phone calls. Customer will allow Company to use Customer name in Case Study highlighting impact of Services on Customer. All training and onboarding services have been discounted their full value and are included in the scope of this initial term payment scheme.

**Ongoing:** After the Initial Term, Customer shall pay Company the Fee of $8,110.00 monthly in accordance with the terms herein. This includes basic technical bug fixes, maintenance, and support in accordance with the terms herein. Customer must pay the Fees according to the schedule laid out in Terms & Conditions.

## 7. SOW TERM

The term of this SOW begins on the SOW Effective Date and shall continue to the end of the Term.

*[ Signatures Appear on Following Page. ]*

By signing below, the Parties acknowledge and agree to all of the terms and conditions of this SOW, including the scope and timeframe of the work identified herein.

IN WITNESS WHEREOF, authorized persons representing each Party have executed this Statement of Work as of the SOW Effective Date.

**COMPANY**

By:

Name: Travis Noll

Title: CEO

Date: October 15, 2019

**CUSTOMER**

By: _____

Name: Lenny Curry

Title: Mayor

Date: 11-4-19

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

**FORM APPROVED**

James R. McCain Jr.
ASSISTANT GENERAL COUNSEL

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

Director of Administration and Finance



10716

**SINGLE SOURCE AWARD** **BID # SS-0208-20**

**Subject:** Sales Verification Software for Real Estate Transactions

**Department:** Property Appraiser

**Description of Purchase:**
Recommend approval of single source award to Just Appraised to provide sales verification software that aggregates various data sources for real estate transactions.

Period of service is October 1, 2019 through September 30, 2020 with four (4) automatic one (1) year renewal options unless terminated by either party with at least sixty (60) days' notice to the other party. Estimated annual expenditure amount not to exceed $80,000.00.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2019. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

**Funding Source:** PALR015-03118 – To be executed by formal contract agreement through the Office of General Counsel.

**Single Source Award To:** Just Appraised

**Price Justification:** See attachment

**Total Award:** $80,000.00 **Requisition #:** N/A

**Attachments:** Agency Memo, Single Source Form, Vendor Letter & Quote

**Certification as to Single Source:** Kathleen Collins, Chief Financial Officer, Property Appraiser – Admin.

**THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.**

Analyst: David Klages

Gregory Pease, Chief
Procurement Division

***APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE***

**"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"**

Teresa L. Eichner
***CHAIRMAN***

8/01/19
***DATE***

James R. McCaul

ACTION OF AWARDING AUTHORITY DATE: 8/2/19

APPROVED ✓ DISAPPROVED

OTHER

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

SIGNATURE OF AUTHENTICATION

**FORM GB-113, Revised 12/2007**