ITEM: 3.57
(ID # 20740)
MEETING DATE:
Tuesday, December 13, 2022

FROM : ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: ASSESSOR-COUNTY-CLERK-RECORDER: Approval of the SaaS Service Agreement with Just Appraised, Inc., a Delaware Corporation, Without Seeking Competitive Bids, for Deeds Software, From December 13, 2022, Through December 12, 2025, Not To Exceed Total Contract Amount of $1,435,000, All Districts. [Total Cost $1,435,000 - 100% Departmental Funds]

RECOMMENDED MOTION: That the Board of Supervisors:
1. Approve the SaaS Service Agreement with Just Appraised, Inc., a Delaware corporation, without seeking competitive bids, for Deeds Software, from December 13, 2022, through December 12, 2025, not to exceed a total contract amount of $1,435,000; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.
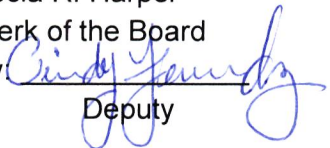
ACTION:Policy

Kan Wang
Kan Wang, Assistant Assesor-County-Clerk Recorder   12/1/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Jeffries, Spiegel, Washington, and Hewitt
Nays:	None
Absent:	Perez
Date:	December 13, 2022
xc:	ACR

Kecia R. Harper
Clerk of the Board
By
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 645,000	$ 395,000	$ 1,435,000	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0

SOURCE OF FUNDS: 100% Departmental funds	Budget Adjustment: No
	For Fiscal Year: 22/23-24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Just Appraised, Inc., a Delaware corporation ("Just Appraised") uses proprietary instrument classification algorithms to eliminate the printing and sorting process of entire volumes, leaving the Assessor's staff with a queue of documents relevant to their work. Just Appraised's solution utilizes Artificial Intelligence/Machine Learning (AI/ML) technology to perform the tasks. This technology will dramatically increase efficiency and productivity in the processing of title documents in the workflow. In addition, no other products exist that can use machine learning and natural language processing techniques to automate the filtering process of real estate transaction documents for the Assessor. With AI/ML technology, the solution will continuously learn and improve its accuracy with users' quality assurance feedback, therefore making the solution a self-improving automation solution and providing lower ongoing cost of maintenance compared to traditional optical character recognition technology where it is less flexible to handle changes in document formats as well as variations of information/data it can interpret.

Impact on Residents and Businesses

With the technology provided by Just Appraised, Inc. the Assessor-County Clerk-Recorder will streamline processes and increase accuracy when researching/extracting data from recorded title documents for the valuation process and increase efficiency to the organization.

Contract History and Price Reasonableness

Although there are many vendors with AI/ML technology capabilities that advertise their ability to apply such a technology into a solution to meet title processing automation needs, none is as mature or proven in the market as Just Appraised. Just Appraised is the first vendor applying AI/ML technology to a solution specific to county government Assessor's title processing workflow, with over 20 counties across six states utilizing the solution in production. It is also currently implemented with San Joaquin County California, which the department work closely with to evaluate the feasibility and return on investment assessments.

ATTACHMENTS:

- SaaS Service Agreement between County of Riverside and Just Appraised, Inc.
- Just Appraised Riverside County, CA - Pricing Proposal - Deeds Software
- H-11 Technology Procurement Form
- Sole Source Justification – Just Appraised

Suzanna Hackley, Assistant Director of Purchasing and Fleet Service   12/8/2022

Stephanie Perez, Principal Management Analyst   12/8/2022

Aaron Gettis, Deputy County Counsel   12/8/2022

JUST APPRAISED INC.

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into and effective as of December 13, 2022 (the "Effective Date") between Just Appraised Inc., a Delaware corporation with a place of business at 2261 Market Street #4074, San Francisco CA, 94114 ("Company"), and the undersigned Customer ("Customer").

BACKGROUND

A.   Company provides a sales verification software-as-a-service 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 (collectively, the "Platform").

B.   Company also provides support and maintenance services related to the Platform, and may offer consulting, implementation, and other professional services.

C.   Customer wishes to utilize the Platform and related services as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1.   PLATFORM ACCESS

1.1 Subject to the terms and conditions of this Agreement, Company hereby grants Customer and its Users a non-exclusive, non-transferable (except for permitted assignments under Section 9) right, during the Term (as defined below), to access and use the Platform solely for Customer's internal business purposes in accordance with the applicable Order Form. As used herein, "User" means an employee, representative, consultant, contractor or agent of Customer who is authorized to use the Platform and has been supplied a user identification and password by Customer (or by Company at Customer's request).

1.2 As used herein, "Order Form" means a quote, order form in substantially the form attached as Exhibit A, or other ordering document detailing the Customer's access to the Platform and any associated fees therefor and any transaction-specific terms and conditions. Upon mutual execution (or, in the case of quotes, confirmation and placement of the order by Customer), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. If the parties agree, an Order Form may be used in connection with, or in lieu of, an SOW (as defined below).

1.3 As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate. Customer acknowledges that Company may include in its Platform functionality to track the number of active Users and to disallow use by more than the authorized number of Users. Customer is responsible for all activities that occur under Customer's User accounts. Customer

shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and shall promptly notify Company of any known unauthorized use. Customer will ensure that (a) all Users given access to the Platform have the right to access the information and Customer Data made accessible to them by Customer through the Platform and (b) any User granting Company access to any Customer Data has the right and authority to grant such access.

2.   SUPPORT AND PROFESSIONAL SERVICES

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

2.2   In connection with Customer's use of the Platform, Company and Customer may agree in an Order Form and/or a separate mutually executed Statement of Work, attached hereto as Exhibit B (an "SOW") upon training, implementation, consulting, or other professional services to be performed by Company (collectively the "Professional Services"). Customer agrees to provide Company with any required Customer materials needed for Company to perform the Professional Services, and hereby grants Company a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Company to perform the Professional Services. Company will use commercially reasonable efforts to meet any schedules set forth in an SOW or Order Form, and Customer agrees to cooperate in good faith to allow Company to achieve completion of such Professional Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks by Customer or by a third party outside of Company's control, any projected dates for accomplishing such

DEC 1 3 2022 3.57

milestones will be approximately adjusted to reflect any changes in such tasks. Company retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to Customer during the course of performing Professional Services (collectively, "Deliverables") ((i) and (ii) being collectively referred to herein as the "Professional Services IP"), unless otherwise specified in the applicable Order Form or SOW. Company hereby grants to Customer and its Users, a non-exclusive, non-transferable (except for permitted assignments under Section 9), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with Customer's use of the Platform. Customer may not copy, modify, or otherwise create derivative works of any Deliverables without Company's prior written consent in each case.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1   Customer and its Users will not, directly or indirectly, (i) 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 Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, copy, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Platform); (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available to any third party, except for Users; (iv) use the Platform to send spam or unsolicited messages, collect data regarding others without their consent, transmit unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar or obscene material or material harmful to minors, transmit viruses or other harmful computer code; (v) attempt to interfere with or disrupt the performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform or networks related to the Platform; (vii) interfere with another's use of the Platform; (viii) create "links" to or from the Platform, or "frame" or "mirror" any of Company's content; (ix) use the Platform in any manner or for any purpose that is unlawful under applicable laws; (x) access the Platform to build a competitive service, reproduce features of the Platform, or resell the Platform; or (xi) remove any proprietary notices or labels from the Company IP (as defined below).

3.2   Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform, 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 252.2277014(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

3.3   Customer represents, covenants, and warrants that Customer will use the Platform 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 in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Platform. Although Company has no obligation to monitor Customer's use of the Platform, Company may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing. Should Company believe Customer's use of the Platform violates the terms of this Section 3, Company shall notify Customer and give it an opportunity to cure such violation prior to prohibiting use of the Platform.

3.4   Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, 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.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1   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). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Platform 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. Company acknowledges that Customer is a public entity and subject to the California Public Records Act.

4.2   During the Term, Customer will provide, or otherwise make available, to Company the Customer Data. As used herein, "Customer Data" means all data and other information that is

provided to Company through Customer's use of the Platform or is otherwise made available to Company by Customer (or at the direction of Customer). Customer Data may be provided or made available to Company directly by Customer or indirectly by authorizing Customer's third-party vendors to provide such Customer Data to Company. Customer hereby grants to Company a non-exclusive, non-transferable, non-sublicensable, royalty-free, paid-up, revocable, perpetual license to use, copy, execute, reproduce, display, perform, disclose, distribute, and prepare derivative works of the Customer Data for the purposes of (i) providing the Platform and Professional Services to Customer, and (i) to improve and develop the Platform, Professional Services and Company's other products and services. Customer represents and warrants that it has all necessary rights, consents, approvals, and authorizations to collect, process, disclose, license, use and give Company access to the Customer Data as contemplated by this Agreement.

4.3   Company shall own and retain all right, title and interest in and to (a) the Platform and Software, all improvements, enhancements, derivative works, or modifications thereto, (b) all Professional Services IP, (c) any data that is based on or derived from the Customer Data (including derivative works of the Customer Data), and (d) all intellectual property rights related to any of the foregoing (collectively, the "Company IP").

4.4   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 Platform and Professional Services rendered to Customer and related systems and technologies (including, Customer Data and data derived therefrom), and Company will be free (during and after the Term as applicable) to use and disclose such information and data (a) to improve and enhance the Platform, and (b) for other development, improvement, diagnostic and corrective purposes in connection with providing the Platform and other Company offerings to Customer and to third parties.

4.5   During the Term, Customer may provide Company with feedback concerning the Platform and/or Professional Services, or Customer may provide Company with other comments and suggestions for new products, features, or improvements (collectively, "Feedback"). Customer acknowledges that Company will own all right, title, and interest in and to the Feedback, and Customer hereby irrevocably transfers and assigns to Company all of its right, title and interest in such Feedback, including all intellectual property rights therein. At Company's request and expense, Customer agrees to execute documents or take such reasonable further actions as Company may reasonably request to help Company acquire, perfect, and maintain its rights in the Feedback. All Feedback provided by Customer to Company shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Company with any Feedback under this Agreement.

5.   PAYMENT OF FEES

5.1   Customer will pay Company the then applicable fees described in the Order Form(s) and SOW(s) for the Platform and Professional Services in accordance with the terms therein (the "Fees"). License Fees (as defined in the applicable Order Form) will be invoiced annually promptly following the start of the Initial Term (as defined in the applicable Order Form) and each annual anniversary thereof, and such invoices will be paid in accordance with Section 5.2 below. Unless an Order Form of SOW provides otherwise, any initial Implementation Fees, Training Fees and/or Integration Fees (collectively, "Professional Services Fees") specified in the Order Form, or an SOW will be invoiced promptly following the Effective Date of the applicable Order Form and/or SOW and will be paid in accordance with Section 5.2 below. Any subsequent Professional Services Fees will be invoiced and paid in accordance with the applicable Order Form and/or SOW If Customer's use of the Platform 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 Term (as defined in the applicable Order Form) or then current Renewal Term (as defined in the applicable Order Form), upon thirty (30) days prior notice to Customer (which may be sent by email), provided that such increases shall not exceed any limitations on increases specified in the Order Form. 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.

5.2   Full payment for invoices issued in any given month must be received by Company sixty (60) 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 shall be responsible for all taxes associated with Platform other than U.S. taxes based on Company's net income.

6.   TERM AND TERMINATION

6.1   The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided herein, will continue in effect for so long as there is an Order Form or SOW outstanding (the "Term").

6.2   In addition to any other remedies it may have, either party may also terminate this Agreement (or an Order Form or SOW) with written notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement (or an Order Form or SOW) and does not cure such breach within thirty (30) days of receiving written notice of such breach from the other party. Customer will pay in full for the Platform up to and including the last day on which the Platform is provided. Either party may also terminate this Agreement without cause, after providing the other party with sixty (60) days written notice of its intent to do so.

6.3   Sections 4, 5, 6.3 and 7-11 will survive expiration or termination of this Agreement for any reason.

7.   WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform and shall perform the Professional Services in a professional and workmanlike manner.   The Platform 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 PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM.   EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS".

8.   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 THERETO 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 THE FEES PAID BY CUSTOMER TO COMPANY FOR THE PLATFORM 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.

9.   INDEMNIFICATION

COMPANY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of COMPANY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of COMPANY, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. COMPANY shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by COMPANY, COMPANY shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COMPANY'S indemnification to Indemnitees as set forth herein.

COMPANY'S obligation hereunder shall be satisfied when COMPANY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe COMPANY'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the COMPANY from indemnifying the Indemnitees to the fullest extent allowed by law.

10.   INSURANCE

Without limiting or diminishing the COMPANY'S obligation to indemnify or hold the COUNTY harmless, COMPANY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

    A.   Commercial General Liability
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims

which may arise from or out of COMPANY'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

B. Cyber Liability

COMPANY shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the COMPANY, its agents, representatives, or employees. COMPANY shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by COMPANY in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the COMPANY maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the COMPANY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

C. General Provisions

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The COMPANY must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, COMPANY'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) COMPANY shall cause COMPANY'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If COMPANY insurance carrier(s) policies do not meet the minimum notice requirement found herein, COMPANY shall cause COMPANY'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. COMPANY shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the COMPANY'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the COMPANY has become inadequate.

7) COMPANY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

11. MISCELLANEOUS

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. 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. 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. 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. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. 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. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request. Company shall have the right to display Customer's name and logo on Company's website(s). In the event of a conflict between this Agreement and any Order Form or SOW, the Order Form or SOW 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.

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IN WITNESS WHEREOF, authorized representatives of the undersigned have executed this Agreement effective as of the Effective Date.

JUST APPRAISED INC., a Delaware corporation

By: _____

Name: Imran Khoja
Title: Chief Executive Officer

Date: _December 2nd, 2022_

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____

Name: Jeff Hewitt, Chair
Title: Board of Supervisors

Date: 12/13/2022

ATTEST"
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
County Counsel

By: _____
Name: Ryan Yabko
Deputy County Counsel

JUST APPRAISED

SAAS SERVICES ORDER FORM (DEEDS)

This Order Form is effective as of December 13, 2022 (the "Order Form Effective Date") and is governed by the terms and conditions of the SaaS Services Agreement entered into by Just Appraised Inc. and the undersigned customer on December 13, 2022 (the "Agreement"). By signing this Order Form, Customer expressly agrees to be bound by the terms of conditions of the Agreement, which are incorporated herein by reference. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement. If there is an inconsistency or conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

Customer: County of Riverside	**Contact:** Kan Wang
Address: 4080 Lemon Street, Riverside, CA 92501	**Phone:** (951)205-5015
	E-Mail: kan.wang@asrclkrec.com
Implementation Fees of $150,000 in aggregate, to be invoiced in installments and paid in accordance with Section 5.2 of the Agreement upon successful completion of the following milestones (as defined in Section 2 of the attached Statement of Work): • Completion of Kickoff Meeting: $45,000 (30% of the total Implementation Fees) • Customer approval of Solutions Document: $45,000 (30% of the total Implementation Fees) • Launch of Platform: $60,000 (40% of the total Implementation Fees) **License Fees**: $395,000 per year (the "License Fee"). License Fees shall be invoiced on an annual basis, in a single lump sum at the beginning of each yearly subscription period and paid in accordance with Section 5.2 of the Agreement. Company may increase the License Fee subsequent to the Initial Term, but not during the Initial Term. Service Capacity will not exceed 150,000 documents per year	**Initial Term:** December 13, 2022, through December 12, 2025.

EXHIBIT B

JUST APPRAISED

SAAS SERVICES STATEMENT OF WORK (DEEDS)

This Statement of Work ("Statement of Work" or "SOW") is made as of December 13, 2022 (the "SOW Effective Date"), by and between County of Riverside ("Customer") and Just Appraised Inc. ("Company") pursuant to the terms and conditions of the SaaS Services Agreement dated December 13, 2022, as amended from time to time (the "Agreement"). This SOW shall be subject to the terms and conditions of the Agreement and is hereby incorporated by reference into the Agreement. Capitalized terms used but not defined in this SOW have the same meanings as provided in the Agreement. 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.): 2261 Market Street #4074, San Francisco CA, 94114

Customer (County of Riverside):

4080 Lemon Street Riverside, CA 92501

1.2   Service Location Information. Company will perform the Professional Services remotely.

2. SCOPE OF SERVICES

2.1   Overview.

Company will work with Customer to provision Company's Transfer of Ownership and Sales Coding application for Customer's Property Tax Deeds Department. Company's Platform 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:

● Understand Customer's needs and identify any customizations needed to Platform (Phase 1);

● Review customizations with Customer, conduct User Acceptance Testing, and complete the roll out of the application (Phase 2);

Company will manage CAMA vendor side activities to ensure successful integration as well as timely development if required. To that end, Customer's responsibilities will include surfacing any relevant project blockers to Customer's contacts at CAMA vendor and communicating the overall importance of this project to said vendor.

2.2   Description of Phase 1.

Phase 1 begins on the SOW Effective Date with completion expected within six (6) weeks. Key milestones include:

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- Holding a kickoff meeting (attendees: Deeds Manager, Deeds User, Mapping Manager, IT Representative, Clerk's Office Representative, Company launch team). Agenda:
  - Meet key stakeholders
  - Discuss objectives for Platform
  - Discuss Customer systems and how Platform will integrate with Customer systems:
    - Deeds access: the attendance of a representative from the Clerk's Office or Clerk Vendor will greatly assist a successful launch
    - IT access: system architecture, IP addresses, permissions
    - Computer-Assisted Mass Appraisal ("CAMA") system: Customer to provide the name of Customer's CAMA system and an introduction to Customer's CAMA vendor contact
  - Discuss timeline and milestones; any gating Customer approvals. Assigning a launch window
- Holding training sessions with a generic instance of Platform (attendees: Deeds Manager, Deeds User, Mapping Manager, Company launch team). Agenda:
  - Introducing day-to-day users to a generic instance of Platform so they can learn how the Platform works and make more informed customization decisions
- Deeds process discussion (attendees: Deeds Manager, Deeds User, Mapping Manager, Company launch team). Agenda:
  - Understand sources of deeds data for processing
  - Understand which Customer systems are involved in deeds processing
  - Understand how deeds documents are routed
  - Understand which stakeholders are involved at each step in deeds processing
- Business rules conversation (attendees: Deeds Manager, Deeds User, Company launch team). Agenda:
  - Understand how deeds data is handled within Customer systems (e.g. how are names formatted)
- CAMA system walkthrough (attendees: Deeds Manager, Deeds User, IT Representative if needed, Company launch team). Agenda:
  - Understand how data is updated within Customer's CAMA system as deeds data goes through Customer's existing process
  - Depending on Customer CAMA system setup, this may require a database trace, a detailed step-by-step examination of how changes in the CAMA UI correlate to changes in the CAMA database. This will require permissions and access to be provided by the IT Representative
- Creation and Customer approval of a solutions document to conclude Phase 1 (participants: Deeds Manager, Deeds User, Mapping Manager, IT Representative, Company launch team). The solutions document will describe:
  - Customer's existing deeds process
  - How Customer's deeds workflow will be automated in Platform, including detailed descriptions of data types, fields, and configurations (including specific document types to be filtered out or displayed using "Data Extract" / "No Data Extract" workflows)
    - Note: Platform automates data extraction from scanned images of deeds documents and affidavits of heirship. Extraction of data from scanned images of other document types is out of scope of this SOW, though Platform is able to *route* these other document types.
  - Extracted data, to include:
    - Book
    - Page
    - Instrument number
    - Docstamp amount
    - Grantee Name(s)
    - Grantee Address
    - Recorded Date
    - Sale Date
  - Document flags, to include:
    - Needs Review
    - Mapping
    - Trust
    - Joint Tenants with Rights of Survivorship
    - Tenants in Common
    - Life Estate
    - AKA/FKA/NKA

- ■ Multiparcel
- ○ How Platform output will be reflected in Customer's CAMA system database
- ■ Note: Triggering actions within Customer's CAMA system (e.g. generate mailing letters) is out of scope of this SOW
- ■ Note: Updating additional systems apart from Customer's primary CAMA system is out of scope of this SOW
- ○ Configuration of the Platform, to include connections to tools to:
- ■ Provide client-side analytics (i.e. user bounce rate, etc.)
- ■ Monitor Platform performance (i.e. slow page loads, etc.)
- ■ Monitor errors (i.e. identifying specific information about bugs automatically, etc.)
- ■ Manage logs (i.e. compliance with log requirements, etc.)
- ■ Note: Tools may include externally hosted industry-standard services

2.3   Description of Phase 2.

Phase 2 begins upon Customer approval of a solutions document, which concludes Phase 1. Completion of Phase 2 is expected within six (6) weeks. Key activities for Phase 2 include:

- ● External Design Review meetings (attendees: Deeds Manager, Deeds User, Mapping Manager, Company launch team). Agenda:
- ○ Present customizations to Platform per approved solutions document
- ○ Gather feedback from Customer stakeholders
- ○ Company to iterate on customizations to Platform as needed
- ● Conduct User Acceptance Testing (participants: Deeds Manager, Deeds User, Mapping Manager, IT Representative, Company launch team). Activities:
- ○ Activate Platform integration to Customer CAMA system
- ○ Test Platform workflows with data from Customer CAMA system
- ○ Customer to indicate final acceptance of Platform as implemented for Customer's workflow
- ● Launch of Platform for use with live data to conclude Phase 2
- ● Subsequent to Phase 2, Company will conduct:
- ○ Review of CAMA database updates to confirm Platform is working per solutions document
- ○ Daily check-in meetings with Customer users of the Platform for 1-2 weeks after launch,
- ○ Weekly check-in meetings with Customer users of the Platform for 4-6 weeks after that,
- ○ Monthly check-in meetings with Customer thereafter.

3.   FEES AND PAYMENT.

As consideration for the Professional Services provided by Company under this SOW, Customer shall pay Company the Professional Services Fees specified in the Order Form. Such fees shall be invoiced and paid in accordance with Section 5 of the Agreement. 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 the Platform on Customer.

4.   SOW TERM

The term of this SOW begins on the SOW Effective Date and shall continue through December 12, 2025.

[Signatures Appear on Following Page.]

JUST APPRAISED INC., a Delaware corporation

By: _____

Name: Imran Khoja
Title: Chief Executive Officer

Date: December 2nd, 2022

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____

Name: Jeff Hewitt, Chair
Title: Board of Supervisors

Date: 12/13/2022

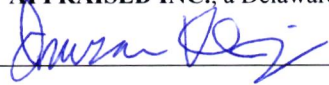ATTEST"
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
County Counsel

By: _____

Name: Ryan Yabko
Deputy County Counsel

9

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.
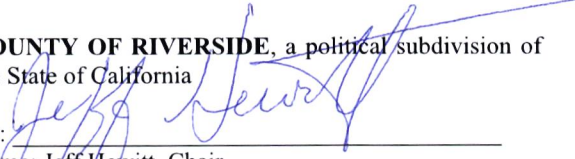
JUST APPRAISED INC., a Delaware corporation

By: _____

Name: Imran Khoja
Title: Chief Executive Officer

Date: December 2nd, 2022

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____

Name: Jeff Hewitt, Chair
Title: Board of Supervisors

Date: 12/13/2022

ATTEST"
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
County Counsel

By: _____
Name: Ryan Yabko
Deputy County Counsel

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Just Appraised

Riverside County, CA - Pricing Proposal--Deeds Software

Option 3: "AI Only" as worked into Kan's Data Flow
Annual Subscription Price: $395K per year for 3 years due at the start of the subscription period, with a service capacity of 150K transfers per year

- 2-3 dedicated integrations specialists/engineers to oversee build of specialized code to fit in workflow
- Annual maintenance and service of custom built AI/OCR code to work within Aumentum document workflow
- Specially trained Customer Success Manager available during all business hours via phone or email
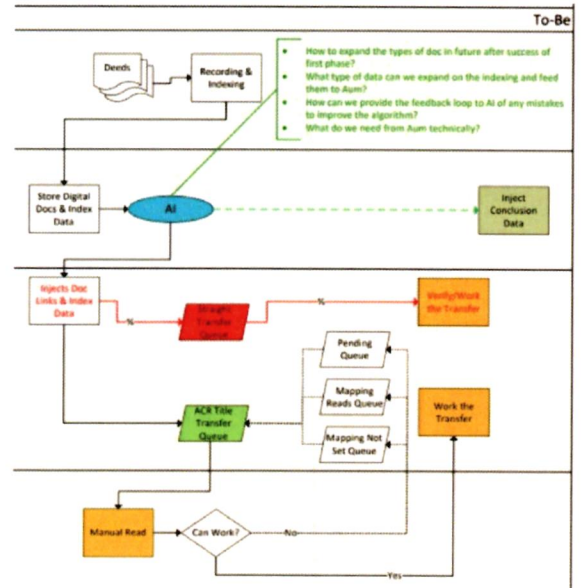
IT Requirements- Full JA Workflow

Just Appraised has built integrations with over 20 different CAMA systems. Below are descriptions of the four pieces of infrastructure Just Appraised is looking for your office to put into place to facilitate our integrations work:

- **2 virtual machines**

  - 1 for Production, 1 for Staging/Test

  - Windows Server 2016 or newer, ~8GB storage, ~16GB RAM - per server

  - Physical PCs are fine for now as well

- **VPN and remote access to these servers**

  - We can use whatever protocol you set up

  - Cisco AnyConnect +Windows Remote Desktop is common.
   PPTP/GoToMyPC/LogMeIn/Citrix also work

- **Active Directory accounts**

  - Our two requirements here are:

  a) ability to install utility services (e.g. IIS, SSMS, Chrome)

  b) ability to publish the application as a service such that when the server reboots, the application restarts. This typically requires local admin rights for our users

- **CAMA Database users + connection information**

- Credentials for a read/write database user: 1 for Test, 1 for Production

- CAMA DB server names and IP information so we can connect to the database tables

- **Server permissions / access**

  Our applications on these servers will make the following requests

  - Outbound SFTP connections to justappraised.files.com (Files.com is our FTP provider). This requires outbound port 22 to be open on your firewall for requests coming from the VM

  - Outbound HTTPS connections to api.justappraised.com,

  api-sandbox.justappraised.com. This requires outbound port 443 to be open on your firewall for requests coming from the VM

  - Outbound TCP/IP connections to the CAMA DB. This typically requires port 1433 to be open on the database server

  - Inbound VPN/RDP connections

Deed Requirements

Just Appraised looks to the customer to facilitate communication between Just Appraised and the clerk/recorder/register of deeds and/or their software vendor. Just Appraised's goal is to set up a secure FTP (file transfer protocol) to enable an automatic nightly export of deed images from the clerk/recorder/ROD network to Just Appraised's servers.

Document Image Requirements
- Each instrument is contained in a single TIFF or PDF (e.g. a three page deed is contained in a single TIFF or PDF file)
- Each file is named as its instrument number (e.g. 20180123.tif)
- Getting an index along with each deed export is also critical. All files within an export should be zipped before they are uploaded to the FTP.

Join the network of 70+ counties across the country who have brought their ownership transfer process into the 21st century.

We look forward to partnering with you,
Vanessa Hinkle and the Just Appraised Team

Catalog Task

	Pending	Open		Work in Progress	Complete
Number	TASK0536129		**Opened**	11-21-2022 09:27:44 AM	
Assignment group	RCIT TSOC H-11		**Opened by**	Karan Chandran	
Assigned to			**Priority**	4 - Low	
Configuration item			**State**	Open	
Active	☑		**Request**	REQ0220951	
Watch list			**Request item**	RITM0233985	
			Requested for	Ofelia Acosta	

Form Data and Customer Comments

Variables

Requested for:	**Requested Purchase:**
Ofelia Acosta	JUST APPRAISED DEEDS SOFTWARE

Department:	**Describe Requested Purchase:**
ACR	The ACR is requesting the purchase of Just Appraised Deed's Software for 3 years for a total cost of $1,185,000 ($395,000 annually), plus $250k pilot setup and training cost for a total contract cost of $1,435,000. The software will augment and automate deed review process currently performed manually by the Title unit.

Approving Supervisor/Manager:
Michael Brown

Alternate Contact:
Kan Wang

Purchase Details:

Category:	**Business Criticality**
☐ Hardware	☐ Run the Business
☐ Professional Services	☐ Grow the Business
☑ Software	☑ Transform the Business
☐ Other	

Purchase Requested:	**Business Impact**
New	☑ Reduce Expenses
	☑ Support Current Operations
Procurement Status:	☐ Improve Customer Service
	☑ Improve Operational Efficiencies

Terms

Is this a multi-year contract?	**Start Date:**
Yes	01-01-2023

Length of Contract (In Years) :	**End Date:**

Special Terms and Conditions:

N/A

Transaction

Is this Purchase or Lease?

Purchase

Estimated Amount:

1435000.00

Notes:

The nature of Title processing work is high volume, repetitive and requires a degree of information processing and decision-making by the staff to extrapolate necessary information from recorded documents. Just Appraised Inc's solution utilizes Artificial Intelligence/Machine Learning (AI/ML) technology to automate the tasks currently performed by a staff manually. With such a technology, it will allow the process to dramatically increase efficiency and productivity.

Although there are many vendors with AI/ML technology capabilities and advertise their ability to apply such a technology into a solution to meet Title processing automation needs, however, none is as mature or proven in the market as Just Appraised Inc. Just Appraised Inc., is the first vendor applying AI/ML technology to a solution specific to county government Assessor's Title processing workflow with over 20 counties across six states utilizing the solution in production. It is also currently implemented with San Joaquin County California, which the department work closely with to evaluate the feasibility and return on investment assessments.

Requested Items - Non Standard

Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub Total	Item Tax	Total Cost
JUST APPRAISED DEEDS SOFTWARE	New	Just Appraised					1,435,000

RCIT Bureau Approval/Rejection

BRM: Please choose approve or reject:

Approve

CCB: Please choose approve, reject or n/a:

N/A

EAB: Please choose approve, reject or n/a:

Approve

TSB: Please choose approve, reject or n/a:

Approve

ISO: Please choose approve, reject or n/a:

Approve

SAM: Please choose approve, reject or n/a:

Approve

TSOC: Please choose approve, reject or n/a:

Approve

Short description   Policy H-11 Technology Procurement for ACR greater than 100k

Description:

Policy H-11 Technology Procurement request is more than 100k, please review.

Work notes list

Work notes:

Additional comments:

Customer Comments (From Portal)

Activities

Activity

11-21-2022 09:28:02 AM Catalog Task TASK0536129 has been assigned to group RCIT TSOC H-11 - Email sent

   Sent: ATurnipseed@rivco.org

11-21-2022 09:27:44 AM Karan Chandran - Changed: Impact, Opened by, Priority, State

   Impact: 3 - Low

   Opened by: Karan Chandran

   Priority: 4 - Low

   State: Open

Fulfillment Instructions

RITM Approvers	**Approving = 5d9ecd831b72d190b8625537624bcb9a**				1 Approvals
State	Approver	Comments	Description	Approval for	Created
No Longer Required	Michael Brown			RITM0233985	10-31-2022 03:12:02 PM

Affected CIs Task = TASK0536129

0 CIs Affected

Configuration Item	Class	Support group	Owned by	Applied	Applied date	Manual proposed change	Updated
No records to display							

Approvers Approval for = TASK0536129

0 Approvals

State	Approver	Comments	Description	Created
No records to display				

Group approvals Parent = TASK0536129

0 Group approvals

Number	Priority	VIP	State	Short description	Child Tasks
No records to display					

All Attachments Table sys ID = bde694b11b9bd110fe4cca2b234bcb05 .or. Table sys ID = 5d9ecd831b72d190b8625537624bcb9a .or. Table sys ID = d59ecd831b72d190b8625537624bcb9a AND Table sys ID != NULL

1 Attachments

File name	Content type	Table name	Table sys ID	External Attachment
H-11_JustAppraised.pdf	application/pdf	sc_req_item	5d9ecd831b72d190b8625537624bcb9a	false

Wm Orders Parent = TASK0536129

0 Wm Orders

Number	Priority	VIP	State	Short description	Child Tasks
No records to display					

Save Checklist as Template

Template Name

PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Assessor
(951) 955-6200

County Clerk-Recorder
(951) 486-7000
www.riversideacr.com
www.riversidetaxinfo.com

Mailing Address
P.O. Box 751
Riverside, CA 92502-0751

Date: September 22, 2022

From: Peter Aldana, Assessor-County Clerk-Recorder

To: Board of Supervisors/Purchasing Agent

Via: Ofelia Acosta, 951-486-7116

Subject: Sole Source Procurement; Request for Just Appraised Deeds Software.

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested: Just Appraised**

2. **Vendor ID:** _____

3. ☐ **Single Source**   ■ **Sole Source**
   (*Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available*)

   (*Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements*)

4. **Have you previously requested <u>and</u> received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number*).

   ☐ Yes   ■ No
      SSJ# _____

4a. **Was the request approved for a different project?**

   ☐ Yes   ☐ No

5. **Supply/Service being requested:** The Assessor-County Clerk-Recorder (ACR) is requesting the purchase of Just Appraised Inc's software solution that provides automation for the Assessor division's Title Processing unit. This will allow the ACR to streamline the work of staff that is manually reviewing recorded title documents to research/extract necessary data from the documents and inputting the data into the property tax system for valuation.

6. **Unique features of the supply/service being requested from this supplier.**

Just Appraised uses proprietary instrument classification algorithms to eliminate the printing and

sorting process of entire volumes, leaving the Assessor's staff with a queue of documents relevant to their work. Just Appraised Inc's solution utilizes Artificial Intelligence/Machine Learning (AI/ML) technology to perform the tasks. This technology will dramatically increase efficiency and productivity in the processing of title documents in the workflow. In addition, no other products exist that can use machine learning and natural language processing techniques to automate the filtering process of real estate transaction documents for the Assess. With AI/ML technology, the solution will continuously learn and improve its accuracy with users' quality assurance feedback, therefore making the solution a self-improving automation solution and providing lower ongoing cost of maintenance compared to traditional optical character recognition technology where it is less flexible to handle changes in document formats as well as variations of information/data it can interpret.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

The nature of Title processing work is high volume, repetitive and requires a degree of information processing and decision-making by the staff to extrapolate necessary information from recorded documents. With the maturity of AI/ML technology and its specific application to County Assessor's Title processing work made available by Just Appraised Inc., this solution is among the first successful and proven solutions in the market that will allow the department to automate the process and increase accuracy, consistency, and time per document review throughput. The Assessor division is facing continuous turnover of staffing in this unit, and this solution will mitigate the need to continuously backfill positions as well as minimizing the decrease in productivity with training and building the experience of new staff.

8. **Period of Performance:** From: <u>12/1/2022</u> to <u>11/30/2025</u>

Is this an annually renewable contract?	☐ No	■ Yes
Is this a fixed-term agreement:	☐ No	■ Yes

9. **Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**

Description:	FY 22/23	FY 23/24	FY 24/25	Total
Ongoing Costs:				
Just Appraised Deeds Software	$645,000	$395,000	$395,000	
Total Costs	$645,000	$395,000	$395,000	$1,435,000

10. **Price Reasonableness:** Just Appraised Inc., is the first vendor applying AI/ML technology to a solution specific to county government Assessor's Title processing workflow with over 20 counties across six states utilizing the solution in production. Although there are many vendors with AI/ML technology capabilities that advertise their ability to apply such a technology into a solution to meet Title processing automation needs, none of them are mature or proven in the market as Just Appraised Inc. to offer direct cost and return on investment comparisons. Because of the difficulty to compare prices of such a new

market/solution, the department analyzed the cost of the solution and potential return on investment with its automation capabilities. The department is forecasting return on investment equivalent of 2-4 staffing cost based on low and high accuracy automation projections.

11. Projected Board of Supervisor Date (if applicable):_____
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Kan Wang	Kan Wang Ast. ACR	12/6/22
Department Head Signature (or designee)	**Print Name**	**Date**

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve	**Approve with Condition/s**	**Disapprove**

Condition/s:

Requires TSOC review/approval if not already obtained. _____

_____

_____

_____

_____

Not to exceed: APPROVED AS LISTED ABOVE

✓

Suzanna Hinckley, Assistant Director	12/6/2022	23-094
Purchasing Agent	**Date**	**Approval Number** (Reference on Purchasing Documents)

Form # 116-333 rev 5/31/18   3