

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BENEVATE LLC.**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (“City”), and Benevate, LLC., a Delaware corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On June 1, 2022, the City of Scottsdale, a member of the [Please remove "a member of the"] entered into a contract with Benevate LLC., dba Neighborly Software. The contract was awarded through a competitive process. The City of Scottsdale, entered into a contract with Contractor to purchase the goods and services described in contract no. 22RP020 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was June 1, 2022, until the date the contract terminates on May 18, 2025, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond May 18, 2027. The initial period of this Agreement is the period from the Effective Date of this Agreement until May 18, 2025.
 - B. The City may extend the term of this Agreement for two (2) additional one-year periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of

the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed PLEASE REMOVE dollars (\$PLEASE REMOVE) annually or three hundred fifteen thousand dollars (\$315,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
- 10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
- 11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties’ respective authorized representatives at the address listed below:

City of Glendale
 c/oMike Siewerth
 6835 N 57th Dr., S 100
 Glendale, Az 85301

and

Benevate, LLC.
 3423 Piedmont Rd NE Suite 420
 Atlanta, Georgia 30305

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.


“City”

“Contractor”

City of Glendale, an Arizona
 municipal corporation

Benevate, LLC.,
 a Delaware corporation

By: _____
 Kevin R. Phelps
 City Manager

By: 
 Name: Jason Rusnak
 Title: President

ATTEST:

 Julie K. Bower (SEAL)
 City Clerk

APPROVED AS TO FORM:

 Michael D. Bailey
 City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BENEVATE, LLC.**

**EXHIBIT A
CITY OF SCOTTSDALE AGREEMENT 22RP020**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BENEVATE, LLC.**

**EXHIBIT B
Scope of Work**

See Statement of Work.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BENEVATE, LLC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The amount of compensation is outlined in the attached Neighborly Pricing Proposal.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$PLEASE REMOVE annually or \$315,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Subscription - Year 1: \$76,500
Subscription - Year 2 (optional): \$76,500
One time total fee: \$135,000

Total: \$288,000 + applicable taxes = Not To Exceed \$315,000 .

CITY OF GLENDALE

AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT ADDENDUM

This Addendum to the Parties' Agreement (the "Agreement") (City Contract # C) is entered into this ___ day of _____, 2024, (the "Effective Date") by and between City of Glendale, an Arizona municipal corporation ("City") and Benevate, LLC.

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Glendale by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to the Contractor, according to the City's Award Terms and Conditions signed on August 24th, 2021, and according to ARPA and its implementing regulations, and as established by the Treasury Department.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a. through e. above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. **Suspension and Debarment. (applies to all purchases.)**

A. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

B. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)** Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. **Access to Records. (applies to all purchases.)**

A. The Contractor agrees to provide the City of Glendale, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

B. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

C. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

C. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Glendale and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

D. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE).** Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. **Buy USA - Domestic Preference for certain procurements using federal funds.**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. **Procurement of Recovered Materials: (applies only if the work involves the use of materials)**

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Publications**. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

(Signatures on following page.)

IN WITNESS WHEREOF, a duly authorized representative of each party has executed and entered into this Addendum on its behalf as of the Effective Date.

CITY OF GLENDALE, an Arizona
municipal corporation

By: Kevin R. Phelps
Its: City Manager

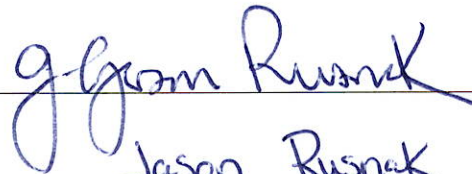
ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey City Attorney

Benevate, LLC,
a Delaware corporation



Jason Rusnak



**CITY OF SCOTTSDALE
CITY SERVICES – RFP SOFTWARE AS A SERVICE CONTRACT**

THIS CONTRACT is entered into the 1st of June, 2022 (“Effective Date”), by and between the City of Scottsdale, an Arizona municipal corporation (“City”) and Benevate Inc, dba Neighborly Software, a Delaware corporation whose principal place of business is 3423 Piedmont Road NE, Atlanta, GA 30305, (“Contractor”). The Contract shall refer to the City and Contractor individually as a “Party” and collectively as the “Parties.”

RECITALS

The City wishes to contract for grant management software.

The Contractor is duly qualified provide such software and to perform the requested services.

In consideration of their mutual promises and obligations, the Parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor will act under the authority and approval of the Contract Administrator for the City, named below, to provide the required services set forth in this Contract.

1.1 SERVICE DESCRIPTION

The entire Request for Proposal 22RP020 (the “RFP”) and identified as Grant Management Software is fully incorporated herein by this reference as if written out below. Contractor’s proposal submitted in response to the RFP, signed and dated 1/28/2022, is fully incorporated herein by this reference as if written out below. If any provision from the RFP conflicts with any provision of the Contractor’s proposal, the provision of the RFP will control. If any provision of the Contractor’s proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Contract, this Contract will control.

1.2 ACCEPTANCE AND DOCUMENTATION

No later than five (5) business days after the Effective Date, the Parties shall develop a final Project Development and Delivery Process and Schedule which shall substantially conform to Section 2, Statement of Need, of the RFP and include final system requirements and deliverables, a project plan, a start date, training, and performance and payment milestones consistent with Schedule C, Service Fee. The final Project Development and Delivery Process and Schedule shall be attached to and incorporated within this Contract as Schedule H.

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION – CONT'D

1.2 ACCEPTANCE AND DOCUMENTATION – CONT'D

- A. The Contract Administrator will review and approve each task to determine acceptable completion.
- B. The City will provide all necessary information to the Contractor for timely completion of the tasks specified in this section.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Contractor.

2.0 CONTRACT DOCUMENTS

In addition to this City Services Contract, the RFP, and the Proposal, the following documents are incorporated by this reference and shall comprise the agreement of the Parties under this Contract:

- A. Schedule A, Software Product Description;
- B. Schedule B, City's Technical Environment;
- C. Schedule C, Service Fee;
- D. Schedule D, Acceptance Testing;
- E. Schedule E, Maintenance Services;
- F. Schedule F, Warranties;
- G. Schedule G, Software as a Service (SaaS);
- H. Schedule H, Project Development and Delivery Process and Schedule.

3.0 BILLING RECORDS, AUDIT, FEES

3.1 BILLING RECORDS, AUDIT

Contractor shall record the time spent for each task and submit same to the Contract Administrator. Contractor must maintain all books, papers, documents, accounting records and other evidence pertaining to cost and pricing data, including time billed and costs incurred, and make these materials available for audit by the City in accordance with Section 5.7 of this Contract.

3.2 FEE SCHEDULE

Contractor will be paid according to the Service Fee attached as Schedule C to this Contract. The Service Fee is inclusive of all Contractor services, software, and other deliverables under this Contract and includes Contractor's "Subscription Fee," the annual fee the City agrees to pay to subscribe to Contractor's software and services. Subscription Fee price level changes are not retroactive. Prices for each price level are fixed at the time the subscription is first placed and apply throughout the subscription term.

3.0 BILLING RECORDS, AUDIT, FEES – CONT'D

3.2 FEE SCHEDULE – CONT'D

As set forth in Section 4.1, and if exercised by the City, the City agrees to pay annual subscription renewal fees as set forth in Schedule C for up to four (4), additional, one (1) year periods. Each such renewal fee shall be payable in advance on or before the anniversary of the “Go Live” date (the date upon which the Software is made available to use in real time following final acceptance of the implementation by the City).

No later than thirty (30) days prior to the end of the fifth (5th) subscription period, the Parties shall confer and agree upon whether to extend this Contract for additional subscription periods and mutually acceptable subscription fees.

3.3 PAYMENT APPROVAL

The Contract Administrator shall approve Contractor’s invoice(s) and authorize payment within fourteen (14) days from the receipt of the invoice(s). If additional information is needed to approve the invoice(s), the Contract Administrator shall notify the Contractor within seven (7) days from the receipt of the invoice.

3.3.1 PAYMENT TERMS

The City’s payment terms are payment within thirty (30) days after the Contract Administrator’s approval. In no event will the City issue any payment prior to receipt of an original, approved form of invoice containing accurate invoice and reference numbers. The City is not liable for delays in payment caused by Contractor’s failure to send invoices to the mailing address or email address specified below:

City of Scottsdale
Accounts Payable
7447 E. Indian School Road, Suite 210
Scottsdale, Arizona 85251-4468
apayable@scottsdaleaz.gov

Contractor shall forward an electronic copy to the Contract Administrator or designee:

Mary Witkofski, Housing Supervisor
mwitkofski@scottsdaleaz.gov

4.0 TERM, EXTENSION, TERMINATION

4.1 TERM AND EXTENSION

The Contractor representative and Contract Administrator shall agree upon a work start date which shall be no more than fifteen (15) working days following the Effective Date. Time is of the essence with regard to performance of Contractor’s services.

4.0 TERM, EXTENSION, TERMINATION – CONT'D

4.1 TERM AND EXTENSION – CONT'D

The initial subscription term shall be for one (1) year and shall commence on the Go Live date. The City and Contractor may mutually agree to extend this Contract for up to four (4), additional one (1) year periods upon the Contract Administrator's recommendation and the Purchasing Director's concurrence.

4.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this Contract or any part of this Contract for its sole convenience with thirty (30) days prior written notice. In the event of any termination, Contractor must immediately stop all work, and must immediately cause any of its suppliers and subcontractors to cease all work. If termination occurs prior to Final Acceptance, City acknowledges and agrees that Contractor will not provide a refund for the Initial Service Payment. As compensation in full for services performed to the date of any termination, the Contractor will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the Contractor and the City and based on Schedule H completed items. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in Schedule H, and the Contractor's compensation will be based upon this determination. The City will issue this final payment within sixty (60) days after the Contractor has delivered the last of the partially completed items. Contractor will not be paid for any work done after receipt of the notice of termination nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. The City acknowledges and agrees that the Contractor will not provide a refund for any unused portion of the term.

Cancellation for Cause: City may also cancel this Contract with seven (7) days' notice for cause in the event of the Contractor's default or if the Contractor fails to comply with any of the material terms and conditions of this Contract. Unsatisfactory performance as determined by the Contract Administrator or failure to provide City, upon request, with adequate assurances of future satisfactory performance are examples of grounds whereby the City may cancel this Contract for cause. In the event of cancellation for cause, City will not be liable to Contractor for any amount, and Contractor will be liable to City for any and all damages the City sustains by reason of the default or failure which gave rise to the cancellation. The City acknowledges and agrees that the Contractor will not provide a refund for any unused portion of the term.

In the event Contractor is in violation of any federal, state, county, or local law, regulation or ordinance, the City may terminate this Contract immediately upon providing such notice to the Contractor.

If the City improperly cancels this Contract for cause, the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 4.2.

4.0 TERM, EXTENSION, TERMINATION – CONT'D

4.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue and pay for charges under this Contract, the City may terminate this Contract at the end of its then-current fiscal period. The City agrees to give written notice of such termination to the Contractor at least 30 (thirty) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

4.4 POST TERMINATION ASSISTANCE

Upon termination of this Contract, Contractor shall provide to the City any post-termination assistance Contractor generally makes available to customers of its SaaS services at the Contractor's current rate for these services. Contractor shall implement an orderly return of the City's data and other assets or otherwise provide secure disposal of same. The Contractor shall provide all City data in a City defined format based on the then-current or planned City platforms including, but not limited to, database, operating systems, and physical media, inclusive of attachments, in their native format.

Upon Contract termination, Contractor shall not take any action to intentionally erase any City data for a period of one hundred and eighty (180) days after the effective termination date. After such period, the Contractor shall have no obligation to maintain or provide any such data and shall thereafter, unless legally prohibited, delete all City data in Contractor's systems or otherwise in its possession or control.

5.0 GENERAL TERMS

5.1 ENTIRE AGREEMENT

This Contract and the Contract Documents identified in Section 2.0 constitute the entire understanding of the Parties and supersede all previous representations, written or oral, with respect to the services specified. This Contract may not be modified or amended except by a written document executed by each Party's authorized representatives.

5.2 ARIZONA LAW AND JURISDICTION

This Contract shall be governed and interpreted according to the laws of the State of Arizona without regard to conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the appropriate federal or superior court located in Maricopa County, Arizona, and each Party expressly and irrevocably consents to such jurisdiction and venue.

5.0 GENERAL TERMS – CONT'D

5.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract must be in writing and will be effective only after approval of all parties signing the original Contract.

5.4 ASSIGNMENT

Services covered by this Contract may not be assigned or sublet, in whole or in part, without first obtaining the written consent of the Purchasing Director and Contract Administrator. An authorized assignee shall be deemed to have all the rights and obligations of the assigning Party. No assignment shall release the assigning Party from any of its obligations hereunder.

5.5 SUCCESSORS AND ASSIGNS

This Contract extends to and is binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Contractor sells its assets.

5.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City is Mary Witkofski, Housing Supervisor, or designee. The Contract Administrator will oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are current, conform to the Contract requirements, and are in City's possession. The Contractor will direct reports and special requests through the Contract Administrator.

5.7 RECORDS AND AUDIT RIGHTS

Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this Contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work and that invoices, change orders, payments or claims submitted by the Contractor or any of its payees conform with the terms of the Contract. The City's authorized representative must be given access, at reasonable times and places, to all of the Contractor's contract performance records and project personnel in accordance with the provisions of this Section throughout the term of this Contract and for a period of three (3) years after last or final payment.

Contractor must require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these Contract requirements in a written contract agreement between Contractor and payee. These requirements will also apply to any and all subcontractors.

5.0 GENERAL TERMS – CONT'D

5.7 RECORDS AND AUDIT RIGHTS – CONT'D

If an audit in accordance with this Section discloses overcharges, of any nature, by the Contractor to the City in excess of 1% of the total contract billings, the Contractor shall reimburse the City for the actual cost of the City's audit. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Contractor's invoices and/or records will be made no more than ninety (90) days from presentation of City's findings to Contractor.

5.8 ATTORNEY'S FEES

In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing Party will be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable regardless of whether the action is prosecuted to judgment.

5.9 BUSINESS AND SYSTEM DESIGN REQUIREMENTS

Contractor is aware of the City's business requirements for the intended uses of the Software as set forth in the Request for Proposal, and the Software shall satisfy such requirements in all material respects, shall be fit for such intended uses, and will operate fully and correctly in the operating environment identified in Schedule B. Nothing in the final Schedule H shall relieve Contractor of system design responsibility. Contractor is solely responsible for the performance of the system and for furnishing complete system documentation.

5.10 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract are that of an independent contractor and not an employee, or agent of the City. The City may report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments unless required under federal or state law. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

5.0 GENERAL TERMS – CONT'D

5.11 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a contractor to any other party to the contract with respect to the contract's subject matter. The cancellation will be effective when all other parties to the contract receive the City's written notice unless the notice specifies a later time (A.R.S. §38-511).

5.12 NOTICES

All notices or demands required to be given in accordance with the terms of this Contract must be given to the other party in writing, delivered by hand, facsimile, or e-mail or registered or certified mail, at the addresses stated below, or to any other address the Parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

Attn: Jason Rusnak, President
Benevate Inc, dba Neighborly Software
3423 Piedmont Rd. NE
Atlanta, GA 30305

In the case of City:

Attn: Mary Witkofski, Housing Supervisor
City of Scottsdale
6535 E. Osborn Rd.
Scottsdale, AZ 85251

Notices will be deemed received on date delivered, if delivered by hand, on the date recorded by the hardware if sent by facsimile or e-mail, and on the delivery date indicated on receipt if delivered by certified or registered mail.

5.13 FORCE MAJEURE

Neither Party will be responsible for delays or failures in performance resulting from acts beyond its control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

5.14 TAXES

Contractor will be solely responsible for any and all tax obligations which may result from the Contractor's services under this Contract. The City will have no obligation to pay any amounts for such taxes, of any type, incurred by the Contractor.

5.0 GENERAL TERMS – CONT'D

5.14 TAXES – CONT'D

All payments hereunder shall be in U.S. dollars (USD) and shall be net of any taxes, tariffs, or other governmental charges. Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its income, employees, and operations. The City shall be responsible for the payment of sales taxes on delivered goods or software, if any.

5.15 ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

5.16 CAPTIONS

The captions used in this Contract are solely for the convenience of the Parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract. All recitals and attached schedules, exhibits, and attachments are deemed incorporated as part of this Contract by this reference.

5.17 SUBCONTRACTORS

During the performance of this Contract, the Contractor may, with the City's prior approval, engage subcontractors as may be required for timely completion of the required services.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract remains with the Contractor.

5.18 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating this Contract. If any changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, the City will authorize an equitable adjustment by a written Change Order.

The City will execute a formal Change Order based on the Contractor's detailed written quotations for work related changes and/or a time of completion variance. All Change Orders are subject to the City's Procurement Code, rules, and procedures.

5.19 CO-OP USE OF CONTRACT

This Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any other entity's use of the Contract will be subject to the contracting entity's ordinances, charter, and/or rules and regulations and the Contractor's approval.

5.0 GENERAL TERMS – CONT'D

5.20 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Contractor understands and acknowledges the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989 apply to its services under this Contract.

5.21 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The City may consider the Contractor's failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

5.22 ISRAEL BOYCOTT PROHIBITION

By executing this contract, [Contractor] certifies that it is not currently engaged in and will not for the duration of this contract engage in boycott activity proscribed by A.R.S. § 35-393 et seq.

5.23 NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

5.0 GENERAL TERMS – CONT'D

5.24 INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any act or omission, negligence, recklessness, or intentional wrongful conduct by Contractor in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

5.25 LIMITATION OF INDEMNIFICATION.

Notwithstanding any other terms of this Contract, nothing herein shall require the Contractor to indemnify the City against any liability relating to or arising out of, any act or omission, negligence, recklessness or intentional wrongful conduct by the City, its agents, representatives, officers, directors, officials and employees. Indemnification is limited to third-party claims that result in actual or alleged damages and is limited to the coverage limits provided to the City based on its status as an Additional Insured.

5.26 CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the contractor must provide the following documentation to the Contract Administrator:

- The contractor's most recent OSHA 300A (if applicable);
- All accident reports for injuries that occurred in the City under the contract during the most recent review period;
- The contractor's current worker's compensation experience modifier.

Contractor shall provide the above information at the end of the initial annual term and by February 1st of each year thereafter as long as the contract is in effect. Upon request, the Contract Administrator will forward this information to the City's Risk Management Division.

6.0 **INSURANCE**

A current standard Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number may be subject to rejection and returned or discarded.

6.1 **Insurance Representations and Requirements**

6.1.1 **General:**

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

6.1.2 **Additional Insured:**

The Contractor shall list the City of Scottsdale as an Additional Insured on the Contractor's General Commercial Liability Policy.

6.1.3 **No Representation of Coverage Adequacy:**

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.

6.1.4 **Coverage Term:**

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

6.0 INSURANCE – CONT'D**6.1.5 Claims Made:**

In the event any insurance policies required by this Contract are written on a “claims made” basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all “claims made” policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the “claims made” coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

6.1.6 Policy Deductibles and or Self Insured Retentions:

The policies stated in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

6.1.7 Use of Subcontractors:

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

6.1.8 Evidence of Insurance and Required Endorsements:

Before beginning any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that any coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it will be Contractor's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates will specifically cite the following provisions endorsed to the Contractor's policy:

6.0 INSURANCE – CONT'D

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.

6.1.7 Evidence of Insurance and Required Endorsements – Cont'd

3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

6.2 Required Coverage

6.2.1 Commercial General Liability:

Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

6.2.2 Vehicle Liability:

If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.

6.0 **INSURANCE – CONT'D**

6.2.3 **Workers Compensation Insurance:**

Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

6.2.4 **Professional Liability Insurance:**

If the Contract is the subject of any professional services or work, or if Contractor engages in any professional services or work adjunct or residual to performing the work under this Contract, Contractor must maintain Professional Liability Insurance covering errors and omissions arising out of the work or services performed by Contractor or anyone employed by Contractor or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims.

6.2.5 **Technology Errors and Omissions Insurance:**

If the Contract requires the vendor to provide Software, Software or Systems Development or Hardware services, the Contractor must maintain Technology Errors and Omissions Insurance with a limit of \$1,000,000 each claim and \$2,000,000 annual aggregate to cover but not be limited to the following liability exposures: Systems analysis, Software design, Systems Programming, Systems integration, Outsourcing, including outsourcing development and design, Systems design, consulting, development and modification.

6.2.6 **Network Security/Privacy Coverage:**

If the Contract requires the vendor to provide services that require direct access to the agency's systems or holding sensitive information of the agency, then Network Security/Privacy Insurance coverage is required in the amount of \$1,000,000 per occurrence.

6.2.7 **Media Liability Coverage:**

If the Contract requires the vendor to provide content (software code, text, data images etc.) the Contractor must maintain Media Liability Coverage with a limit of \$1,000,000 per occurrence.

7.0 LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR PROPERTY DAMAGE, CONTRACTOR 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; UNLESS SAID DAMAGES ARE A DIRECT RESULT OF CONTRACTOR'S GROSS NEGLIGENCE (C) FOR ANY MATTER BEYOND CONTRACTOR'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT EXCEEDS THE INSURANCE LIMITS REQUIRED BY THIS CONTRACT.

8.0 SEVERABILITY, AUTHORITY, COUNTERPARTS

8.1 SEVERABILITY

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract will remain in full force and effect and that term or provision will be considered deleted.

8.2 AUTHORITY

Each party warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by this Contract.

8.3 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

9.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

10.0 DONATIONS

No donations allowed. To avoid the appearance of impropriety, Contractor shall not make any donation to the City, of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.

IN WITNESS WHEREOF, the parties have executed this Contract by affixing their signatures hereto.

CONTRACTOR:

By: J. Jason Rusnak
Signature

Jason Rusnak
Printed Name

President
Title

3423 Piedmont Road NE, Atlanta, GA 30305
Company Address

CITY OF SCOTTSDALE

CITY OF SCOTTSDALE REVIEW:

By: R Schoepe 22RP020
Robert Schoepe, CPM
Purchasing Director

By: George Woods Jr.
George Woods
Risk Management Director

By: Bianca M. Lochner
Bianca M. Lochner
Information Technology, C.I.O.

CITY CONTRACT ADMINISTRATOR:

By: Mary Witkofski
Mary Witkofski
Housing Supervisor

APPROVED AS TO FORM:

By: Sherry R. Scott
Sherry R. Scott, City Attorney
Eric C. Anderson
Senior Assistant City Attorney

SCHEDULE A **Software Description**

The City of Scottsdale will use the Neighborly Software, Software as a Service for grant management software.

The Software functions shall be in accordance with Section 2, Statement of Need, of Request for Proposal 22RP020 and Sections Proposed SaaS Software Solution & Project Approach and Scope of Work of the Contractor's 1/28/2022 Proposal. Contractor and City will create a Project Development and Delivery Process and Schedule [Schedule H]. Upon the City's written approval, Schedule H will become part of this agreement and will supersede any conflicting information in Request for Proposal 22RP020, and the Contractor's response signed on 1/28/2022.

No third party software is required to be installed on any City of Scottsdale computer systems for full functionality of the Software.

LICENSE

General. Contractor grants City a License to the services ordered by City, subject to City's obligation to pay and any rights and limitations described below. This License is non-exclusive, non-perpetual, and is not transferable. Contractor reserves all rights in and to the Software not expressly granted.

Client Software. City may need to install the Software wherever applicable (mobile client software for iOS and Android are available subject to users being licensed to access the (software name) service to access and use the service. City may make copies of the Software solely to support the service for its users. Copies must be true and complete copies (including copyright and trademark notices) and be made from a Contractor approved media or a network source. The City agrees to use reasonable efforts to make its employees aware that the software is licensed from Contractor and subject to the terms of this Contract.

Authorized Users. Only users who have administrator privileges may add additional authorized users to the Service up to and including the total number of user Licenses purchased during the subscription period. The City will designate a minimum of one employee as an Authorized User. Authorized User employees will access the Service solely to support the City. User Licenses cannot be shared or used by more than one individual Authorized User and cannot be reassigned to a new user to replace a current Authorized User who has terminated employment or otherwise changed job status or function and no longer uses the Service. However, a user who has administrator privileges may delete an Authorized User from the Service and add a new Authorized User to the Service to replace the former Authorized User.

Limitations on use. City shall not reverse engineer, decompile or disassemble the service or Software, except where applicable law so permits it despite this limitation. City shall not rent, lease, lend, resell, or host to or for third parties any Contractor service or Software.

Contractor will not own any Content. Contractor shall perform regular backups of Content for the purpose of recovery in the event of a failure in Contractor's data centers. City, not Contractor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, propriety, and intellectual property ownership or right to use such Content.

SCHEDULE A – CONT'D
Software Description

Definitions “Content” means data, data files, figures, project and personnel information, and any other City materials posted or stored on Contractor’s Software.

“Service(s)” means the Neighborly Software as a Service provided to the City under this Contract.

SCHEDULE B
Technical Environment

The City of Scottsdale's technical environment includes those IT Infrastructure items identified at Section 2, Statement of Need, of Request for Proposal 22RP020.

As set forth within Sections Proposed SaaS Software Solution & Project Approach and Scope of Work of the Contractor's 1/28/2022 Proposal, the Contractor's software will provide full functionality within the current City of Scottsdale technical environment.

SCHEDULE C
Service Fee

COMPENSATION

A. Contract Price: The total contract price and services included by year are as follows:

Year 1 - \$31,200.00

Year 1 services for (Neighborly Software) includes:

- \$12,000.00 (One-Time Implementation Cost)
- 19,200.00 (Annual Subscription for 8 Licenses)
- Remote Training – Included in Implementation Cost
- On-Going Support

Years 2 through 5 - \$19,200.00/ year

Year 2 through 5 services for (8) named users consists of:

- \$19,200.00 (Annual Subscription)
- Ongoing Support

Neighborly Software is being purchased through an annual subscription using a SaaS model. Additional licenses are 2,400.00 per year (licenses 1-10). Any additional licenses (11+) are \$1,800.00 per year. The City may add additional licenses pro-rata to the term at any time. The above pricing includes the unlimited data storage.

B. Progress Payments:

Progress payments for Year 1 will be as follows:

#	Payment Milestones	Funds
1	Project Commencement	
1.1	Initial Service Payment – 50% of One-Time Implementation Cost	\$6,000.00
1.2	Completion of Implementation – 50% of One-Time Implementation Cost	\$6,000.00
2	Annual Software Subscription Fee (\$19,200.00), Neighborly Software, 8 Licenses (within 30 days of Final Acceptance date – prior to “Go Live” date)	\$19,200.00
Year 1 Total Not To Exceed		\$31,200.00

Years 2 – 5 – Software Subscription renewal fees of \$19,200.00 shall be paid in full on or before the initiation of each successive annual service term (“subscription anniversary date”) as set forth in Section 3.2 of the Contract.

SCHEDULE C – CONT'D
Service Fee

- C. Invoicing: To receive payment, Contractor shall submit an invoice for each progress payment upon successful completion of the corresponding payment milestone and in accordance with this payment schedule. Contractor's invoice shall include the contract number and the relevant payment milestone(s). If Contractor is in compliance with this Contract, City shall pay each approved invoice within thirty (30) days of receipt of an approved form of invoice.

Contractor's training plan, materials, and delivery shall be in accordance the Contractor's 1/28/2022 Proposal.

SERVICE LEVEL TERMS

The Services shall be available 99.5% of the time, measured monthly, excluding holidays and scheduled downtime. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be a "Performance Credit."

A. Definitions.

1. "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available for normal use.
2. "Maintenance Window" shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Company shall maintain the Services: Tuesday, Thursday, Saturday 11pm-3am ET.
3. "Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.
4. "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

B. Calculation. $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 = \text{Percentage Uptime}$ (as calculated by rounding to the second decimal point)

C. Performance Credit. Performance credits may not be redeemed for cash and will only apply a credit to the month in which the incident occurred.

1. Where Percentage Uptime is equal to or greater than 99.5%, no Performance Credit will be due to Customer.
2. Where Percentage Uptime is less than 99.5%, Customer shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month).

SCHEDULE D
Acceptance Testing

The Parties shall prepare a written Acceptance Test Plan to verify that the Software operates in accordance with the requirements of the Contractor's and/or manufacturers' published specifications and any additional specifications referenced in this Contract. The Contractor shall have a product support representative readily available for the duration of Acceptance Testing.

Acceptance Testing. The City and Contractor shall cooperatively validate the Software's functions and specifications, its conformance with performance standards, and any other acceptance criteria stated in this Contract or agreed upon during the engagement. This validation shall take place during Readiness Phase and shall follow the Test Plan as set forth in Schedule H.

If the City determines the Software's performance cannot be validated, the City shall deliver to Contractor written notice setting forth in reasonable detail the nature of the failure. Contractor shall have ten (10) business days to correct such failure, after which acceptance testing and validation shall be repeated for an additional period until the Software performs in material compliance with all validation criteria for a period of ten (10) consecutive business days.

Final Acceptance. "Final Acceptance" shall mean a written final acceptance of the Software and Contractor's Services by the Contract Administrator for the City or his/her designee. Final Acceptance shall occur no later than ten (10) business days after the validation described in the above paragraph has been successfully completed.

Use Shall Not Constitute Acceptance. In no event shall any City use of the Software prior to Final Acceptance constitute any City acceptance of the Software or of any Contractor Services. The City understands that data loss may occur for any projects entered into the Software prior to Final Acceptance and is solely responsible for undertaking all such data backup.

Failure to Complete Acceptance Testing.

If the Software fails to perform in material compliance with all validation criteria for a period of more than thirty (30) consecutive calendar days from the date City staff initiates acceptance testing, the Software will be deemed not to have completed such testing, and City may elect one or more of the following options:

- a. City may terminate this Contract, including any related orders, and request the removal of the Software.
- b. City may continue the Acceptance Testing period;
- c. City may conditionally accept the Software or any component(s) or module(s);
- d. City may pursue any remedy available at law or equity including declaration of a default and enforcement of any damages.

SCHEDULE E
Maintenance Services

Maintenance shall include the detection and correction of any Software defect and the implementation of all modifications, enhancements, and upgrades as set forth herein.

Maintenance services are included within this Contract as a part of the Annual Subscription Fee as described in Schedule C.

During the time that the Software is under Contractor maintenance, Contractor shall maintain the original functionality by:

Correcting or replacing the Software or any component or module and provide services necessary to remedy any defect. Such correction, replacement or service shall be accomplished within the time frame set forth below once the City has identified and notified Contractor of any such error; and

Supplying updated user guides as necessary for the City to maintain complete and current documentation of the use of the Software.

With the City's approval, updates / upgrades of the Software service may be incorporated for bug fixes, new features, or other Software enhancements included in future versions. For each upgrade and/or enhancement, Contractor warrants and represents that the installation of such upgrade and/or enhancement shall not adversely affect the City's business while using the Software as a Service (SaaS) product.

Telephone Support. Contractor shall maintain telephone service during regular business hours (8 a.m. to 5 p.m. Arizona local time) to assist the City in reporting errors and providing first-line support in the use and operation of the Software.

Internet Email. Contractor shall maintain an email address for the express purpose of providing support. This special email address shall be managed by software which tracks problem progress on an incident-by-incident basis in order to ensure a timely turn-around for the City.

Limitations on Support. The City agrees that the point of contact for maintenance and support of the Software shall be limited to two (2) designated employees at any one time, who will act as support liaison between the Contractor and the City.

SCHEDULE E – CONT'D
Maintenance Services

Upon receipt of notice of an error, Contractor will assign a priority level as determined by the City to the error according to the following criteria:

Level 1 Critical - An error that results in the Software being completely non-functional or inoperative;

Level 2 High - An error that results in the Software being substantially non-functional or inoperative;

Level 3 Minor – An error that results in the Software operating or performing other than as represented in the Documentation, but which does not have a material adverse impact on the performance of the Software;

Level 4 Low- An error suggesting a Software improvement may be preferred

Contractor will make reasonable efforts to correct the error or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will make reasonable efforts to provide a final resolution of the error. Reasonable effort will be made to respond to the incident within the following time frames after receiving notice and sufficient information and support from the City:

<u>Priority Level</u>	<u>Correction or Work-Around</u>	<u>Final Resolution</u>
Level 1	Eight (8) hours	Five (5) business days
Level 2	Twenty-four (24)	Fifteen (15) business days
Level 3	Five (5) business days	Thirty (30) business days
Level 4	Twenty (20) business days	Forty-five (45) business days

SCHEDULE F
Warranties

Contractor hereby warrants and represents to City as follows:

Ownership. Contractor is the owner of the Software or otherwise has the right to grant to City use of the Software without violating the rights of any third party, and there is currently no actual or threatened suit by any such third party based on Contractor's alleged violation of such right.

Warranty Period. Contractor shall provide to City, as part of the agreed upon annual subscription fee, all upgrades, updates, and fixes, and reasonably necessary telephonic, electronic and/or written consultation requested by City in connection with its use and operation of the Software.

Quality. The Software, including all components, modules and source code, is and will be free of known malware, viruses, worms and Trojan horses, when delivered by the Contractor, and any code designed to disable the Software because of the passage of time, alleged failure to make payments due, or otherwise (except for documented security measures such as password expiration functions). All work performed by the Contractor pursuant to this Agreement shall meet industry accepted standards of excellence and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge.

Documentation. All documentation is in all material respects complete and accurate, and will enable City technical staff and employees with ordinary skills and experience to utilize the Software in the manner specified in the user documentation provided by Contractor. Contractor will upgrade the documentation to reflect all Software releases and any and all other modifications, enhancements, upgrades, and error corrections provided by Contractor. All such documentation updates will be of equal or greater quality to the initial documentation provided to the City and will be received within thirty (30) days after the released modifications, enhancements, upgrades, or error corrections to which the documentation update applies have been delivered to the City.

System Availability. Contractor warrants it shall satisfy the times as set forth in Schedule E and the System Availability and Service Level Standards [Attachment "A" to Schedule G].

Capacity. Throughout any annual maintenance subscription term, the Software shall perform so as to satisfy all capacity specifications and requirements set forth in the Contractor's Proposal. Capacity will be delivered to support the set of users designated in Schedule C, Service Fee.

Reliability. Throughout any annual subscription term, the Software shall perform so as to satisfy all reliability specifications and requirements set forth in the Contractor's Proposal and this Contract.

SCHEDULE F – CONT'D
Warranties

Service Warranty. Throughout any annual subscription term, Contractor warrants that it shall maintain the Software in good working order, keep it free from known and reproducible defects, and remedy any failure of the Software to perform in accordance with this Contract, including the warranties set forth herein and the Schedules attached hereto.

Representations. Contractor warrants that all items, materials, information and representations of any kind submitted in its Proposal and any Software demonstrations were and are true and correct.

Third Party Software. Contractor provides no warranties or guarantees with respect to Third Party Software.

SURVIVAL OF WARRANTIES

The representations, warranties, obligations, and indemnities contained in this Contract that, by their sense and context, are intended to survive the performance thereof by either or both Parties shall so survive the completion of performance and termination of this Contract.

DISCLAIMER

Contractor does not warrant that the Software or Services will be error-free or uninterrupted or that all errors will be corrected.

SCHEDULE G
Software as a Service (SaaS)

In lieu of obtaining a Software License to use Contractor's application software on the City's in-house servers, the City of Scottsdale is contracting hereunder for Software as a Service (SaaS).

The following clauses are incorporated as part of the accompanying City Services Contract with Benevate Inc, dba Neighborly Software ("Contractor") for the purpose of protecting City Data and Confidential Information (hereafter, "Data") and preserving the City's ability to perform necessary tasks.

As used herein, "Software as a Service" shall mean a style of computing whereby Contractor delivers to the City, as a service, scalable and elastic IT-enabled capabilities (applications, development platforms, infrastructure, and/or other services) that reside outside the City and are accessible via the internet.

1. The Contractor shall provide the computer power, storage, and networking infrastructure as necessary to run the SaaS application software and ensure the application is available to the City on-demand. Contractor assumes all responsibility for the computing environment supporting the hosted applications and ensuring the applications, databases, updates, and operating systems meet industry standards and applicable federal and state laws.
2. The Contractor shall, at all times, provide secure physical facilities for storing the City's Data. Contractor shall use its best efforts to assure all such facilities will, to the maximum extent practicable, protect the City's stored Data from physical threats, natural disasters, hostile elements, and any form of intrusion or access by other parties.
3. The Contractor shall, at all times, provide the highest level security, including, but not limited to, encryption technology, for all Data at rest and in transit and shall provide the most up- to-date and comprehensive storage processes and security methodologies that are appropriate for any such Data. Contractor shall provide the City an objective third party attestation that Contractor's application has been tested for common security vulnerabilities as articulated by the "OWASP Top-10". Upon request, Contractor shall provide to City a copy of Contractor's Information Systems security policy. Contractor shall assure its security processes and methodologies are consistent with any City Information Systems security policies. City is specifically authorized, at any time and at its own expense, to review, test, and retest all such storage and security measures, and Contractor shall assist the City in performing its reviews and tests. Contractor shall immediately cure any security deficiencies to the City's satisfaction.
4. The Contractor shall provide offsite Data backup storage via media (e.g., tape) or SaaS application via internet (i.e., Cloud), including rotation, retention, and periodic testing of data backups. Contractor shall use its best efforts to provide backup or replication procedures to assure the City's Data is secure and reasonably available at all times during City working hours. Contractor shall provide and implement testing and disaster recovery programs and shall demonstrate same to the City's satisfaction.
5. The Contractor shall arrange for prompt retrieval of accurate, reliable, and auditable Data storage records and records of destruction as the City may require.

SCHEDULE G – CONT'D
Software as a Service (SaaS)

6. Contractor shall preserve the Data for any record retention periods as the City may specify. Unless otherwise instructed by the City to destroy any Data, Contractor shall return all Data in a mutually agreed upon media state no later than seventy-two (72) hours following termination of the City Services Contract or other predetermined periodic schedule agreed to and attached to the Contract.
7. The City shall own all right, title, and interest in the City's Data and Confidential Information. The Contractor shall not reproduce, disclose, publish, sell, or otherwise use the City's Data in any form or manner. The Contractor has no rights of access to or use of the City's Data other than as strictly required to perform services pursuant to this Contract. Contractor's use or disclosure of the City's Data or any other Confidential Information without the City's express, written consent is prohibited and grounds for immediate contract termination.
8. The City hereby designates the following as City's Confidential information: All City Data provided hereunder, including, but not limited to records, files, forms, documents and other data regardless of format; Meta-Data either described or embedded in the Data and City documents; current and prospective City employee and applicant information, including, but not limited to, names, addresses, social security numbers, email addresses, and telephone numbers; and such other Confidential Information as may be designated by the City to the Contractor.
9. System availability and service level standards are attached as Attachment A and are incorporated by this reference.
10. Security Incident or Data Breach Notification: The Contractor shall inform the City of any security incident or data breach.
 - a. Breach Reporting Requirements: If the Contractor has actual knowledge of or reasonably believes there has been a data breach that affects the security of any City content that is designated as Confidential under subsection (8) of this Schedule G or subject to A.R.S. § 18-551 et seq, the Contractor shall:
 - (1) notify the City Contract Administrator as soon as practicable and in no event later than 24 hours after the breach, and
 - (2) take commercially reasonable measures to address the data breach in a timely manner.
 - b. The Contractor shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.

SCHEDULE G – CONT'D
Software as a Service (SaaS)

- c. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with the following:
- (1) the investigation and resolution of the data breach;
 - (2) notifications to individuals, regulators or others as required by state law;
 - (3) a credit monitoring service required by state or federal law;
 - (4) a website or a toll-free number and call center for affected individuals; and
 - (5) completing all corrective actions as reasonably determined by the City.
11. Notification of Legal Requests: The Contractor shall contact the City upon receipt of any discovery requests, litigation holds, discovery searches and expert testimonies related to the City's data under this contract or which in any way might reasonably require access to the City's data. The Contractor shall not respond to subpoenas, service of process or other legal requests related to the City's data under this contract without first notifying the City and allowing a reasonable time for the City to object, unless prohibited by law from providing such notice.
12. Contractor, at its own expense, shall indemnify and hold City harmless and defend City against any action brought with respect to any third party claim, demand, or cause of action arising out of or relating to any claim that Contractor's software infringes, violates, or misappropriates any patents, copyrights, trade secrets, licenses, or other property rights of any third party, whether or not such claim is successful. Contractor shall pay all losses, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claims. In no event shall the City be liable to Contractor for any service fees or payments after the date, if any, that the City is no longer permitted to use the hosted services because of such actual or claimed infringement. City may, at its own expense, assist in such defense if it so chooses, provided that, as long as Contractor can demonstrate sufficient financial resources, Contractor shall control such defense and all negotiations relative to the settlement of any such claim. The Contractor shall be responsible to provide to the City legitimate, unencumbered access to all necessary software required to operate its SaaS service as identified in this contract at no additional cost or penalty to the City in any case of disruption of service due to legal matters regarding the Contractor's rights to make use of any software, be it its own or a that of a third party. This shall extend to the Contractor having contractually arranged for such access by the City with the Contractor's third party software supplier or any other entity that may have claim on the software required to operate the SaaS service provided for by this contract.
13. Contractor warrants that it shall perform all services hereunder in a professional manner consistent with the highest industry standards. Time shall be of the essence with respect to the performance of Contractor's services.
14. The terms and conditions of this contract Attachment are material to the Parties' agreement, and any Contractor failure to provide data security, backup, and access, or any failure to permit review and testing or to otherwise perform in a manner consistent with the standards set forth herein shall be grounds for the City to cancel this contract for cause as set forth in Section 4.2.

Attachment "A"
SYSTEM AVAILABILITY AND SERVICE LEVEL STANDARDS

The Service Level Standards in Table 1 apply to Contractor provided services. The Contractor shall use all commercially reasonable efforts to meet or exceed the following Service Level Standards:

Table 1: Service Level Standards

MEASURE	METRIC	STANDARD	COMMENTS
Availability	System is available for use	99.5 Availability excluding scheduled maintenance	Availability is measured per calendar month
Problem Management	Severity Level 1 Problem Resolved	100% resolved within 8 hours	
	Severity Level 2 Problem Resolved	100% resolved within 24 hours	
	Severity Level 3 Problem Resolved	80% resolved within 5 working days. 100% resolved within 10 working days.	
	Severity Level 4 Problem Resolved	80% resolved within 20 working days. 100% resolved within 45 working days.	
Vendor Help Desk	Help Desk call wait time	At least 99% of Help Desk calls are answered in 2 minutes or less (a call pick-up system may be used)	
	Help Desk call busy signal	Less than 1% of calls get a busy signal	
Support calls for Severity Level 1 and Level 2	Support call Severity Level 1 and Level 2 callback time	Vendor must respond back to City in 30 minutes or less from the time the City made the call	
Data Copy / Retention	Monthly/Quarterly (as determined by City CA) copy of City data for retention	Vendor must provide City a copy of City data in a format designated by City's Contract Administrator. Vendor must make access available to the City for the full period of record retention specified at no additional cost to the City	

SCHEDULE H
Project Development and Delivery Process and Schedule

Contractor and City will create this schedule, Project Development and Delivery Process Schedule H, within 30 days of the Effective Date of this agreement.



 Neighborly Software

A STATEMENT OF WORK for
**City of Glendale Department of
Community Services**

*November 4, 2024
Presented by Neighborly Software*



Services Statement of Work

1. Neighborly Software will provide the City of Glendale with hosted software for the enrollment, qualification, administration and reporting of the following activities (e.g. Programs*):

a. Emergency Home Repair	j. THRIVE Self-Sufficiency Case Management
b. Owner Occupied Housing Rehabilitation (Roof and Exterior)	k. DES Navigation
c. Public Service Grants to Subrecipients	l. Public Facilities
d. Administration	m. Workforce Development
e. New Affordable Multifamily Rental	n. Major Home Repair
f. ESG (combined all activities)	o. Heat Relief
g. Glendale Works (Street outreach)	p. Pandemic Small Business Assistance
h. Tenant-Based Rental Assistance	q. Homeowner Water Utility Assistance
i. Landlord Incentives	r. Eight (8) future programs TBD

**Programs are commonly referred to as "activities" and are available for viewing on the 'Neighbors' Dashboard. Each program/activity within Neighborly Software has the capability of having its own unique public facing or internal facing application experience. Included in each program/activity is the ability to set certain eligibility requirements, questions, income documentation, document requests/generation, statuses, budget categories, accomplishments, administrative checklists, pre-configured reports, mapping, etc.*

The following are in-scope services:

- Professional Services to implement a cloud-based housing, economic, and community development software solution
- Provide up to twenty-five (25) named Administrative Users to access the software solution
- Implementation of Snowflake Data Warehouse as a Service module push data to a 3rd party reporting system (e.g. Power BI, Tableau, etc.)
- Include data access to Craftsman Book Specifications and Cost Estimate for Housing Repair/Rehab related activities
- Leverage Single Sign On through Microsoft Azure AD/Entra
- Data Conversion and import of legacy data into the software solution including six (6) unique data sets.
- Development and implementation of one (1) custom report import/export mechanism or dashboard – up to thirty (30) hours of initial development and ten (10) hours of annual adjustments
- Implement a production environment of the Neighborly Software housing, economic, and community development system that:
 - that is a stable, secure online cloud-based software system to manage a variety of the city’s funding projects as they relate to housing and community development.
 - is fully hosted using Microsoft’s US FedRAMP certified Azure cloud computing platform
 - is available 24 hours a day, 7 days a week, with the exception of agreed upon regularly scheduled maintenance windows or unavoidable outages.
 - is accessible by any modern browser and mobile responsive



- supports an unlimited amount of applicants and applications.
- scales automatically as volume of applicants and data storage increases
- has all data stored, processed, and maintained solely in data centers located in the United States
- includes administrative and end-user training.
- includes language selection of the Google translate plug-in for the Participant Portal
- meets Web Content Accessibility Guidelines (WCAG) 2.1 Level AA and accommodates the use of screen readers for the Participant Portal.

Neighborly Software will make available to the city all updates, and any documentation for such updates, to the Services. Neighborly Software will ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services.

Service Level Terms

Company will use commercially reasonable efforts to maintain the availability of the Software to the Customer at 99.5%. All Updates will be completed outside of standard business hours (same as Support Hours). Notification of Updates will not be provided unless downtime is expected. If major Updates are required during standard business hours due to necessity, Company will provide notification to Customer as soon as reasonably possible. Updates during Scheduled Downtime and are excluded from the 99.5% Service Availability calculation.

Implementation Services Statement of Work

This Implementation Services Statement of Work describes the Services to be performed, and Deliverables to be provided, by City in completion and satisfaction of the Implementation Services.

1. **City Key Roles.** City will assign an Engagement Manager who will be Customer’s primary contact person and who will coordinate all the activities of the Implementation team.
2. **Customer Key Roles.** Customer will assign a person to be the focal point to coordinate the user and technical support and resources needed for the implementation, and to be responsible for approvals and decisions. This person will coordinate data collection and reconciliation, review each stage of the implementation process, and provide end user involvement with systems and user acceptance training. Schedule and cost estimates assume that personnel acting in the roles noted above to be reasonably and readily available to the City team as needed throughout the project. Additionally, all approvals and decisions are made within a reasonable time period.
3. **Implementation Steps.** The following are the general steps which make up the implementation process for up to four (4) programs over a 6-8 week period:
 - Kickoff meeting
 - Program Design and Documentation
 - System Configuration and sign off
 - Data Review and Validation
 - Administrator Training
4. **Implementation Deliverables.** The following are the items that will be delivered as part of implementation:
 - a. Program Design and Documentation
 - List of all documents to be uploaded into the system as part of the Program

- List of all documents to be generated by the system as part of the Program
- b. System Configuration
 - Create Administrator accounts in the system
 - Configure Customer enrollment application in the system
 - Configure Customer specific approvals and workflow in the system, including up to thirty (30) documents/images to be uploaded
 - Configure up to two (2) program documents (per program) to be generated by system
 - c. Data Review and Validation
 - Provide up to five (5) business days for Customer to test and validate system data and configuration
 - d. Administrator Training
 - Conduct one (1) four (4) hour virtual training session, which may be recorded by Customer.
5. **Customer Responsibilities**
- a. Design and approve data elements, program workflow, and eligibility criteria
 - b. Identify all program documents required to be stored in the system
 - c. Identify all program documents to be generated by the system
 - d. Test and approve system configuration
 - e. Provide final sign off that the system meets all requirements (“Go Live”)
 - f. Participate in administrator training session

Implementation, Training and Ongoing Support

Neighborly Software has a proven implementation methodology that has been refined over the course of 550+ successful public sector implementations. Our implementation cycle can range from six to eight weeks, depending upon the number of programs being implemented, their complexity, and the responsiveness of the client. Based on our experience, we are confident that the software can be implemented for up to four (4) unique programs, and all training completed within eight weeks. Additional programs may be implemented in a subsequent phase. Additional details and milestones regarding our implementation methodology and approach can be found in our “Implementation Schedule.”

Our software is specifically designed for housing, economic and community development programs and incorporates many “best practices” out of the box. This significantly reduces the upfront gathering of information and configuration required of a generic grant management solution.

During implementation, Neighborly Software staff will complete all configuration within the system. It is important to note that until the client’s advanced system administrator(s) is fully trained and comfortable with the configuration tools, our staff will continue to support and handle any day-to-day configuration updates as needed.

Our implementation approach is iterative in nature and results in a usable, testable minimum viable product within four weeks of the kickoff meeting. Our proposed implementation schedule is below, including a description of all implementation meetings.

Implementation Planning Meeting

EVENT	KEY ACTIVITIES
Kickoff Meeting (Virtual)	<ul style="list-style-type: none"> > Demonstration of the software to all key stakeholders. > Project objectives and software requirements are reviewed > Implementation timeline is reviewed and required roles are identified. > Detailed project work plan is reviewed > Implementation Guide is reviewed. The guide identifies required information to configure the software.
Workshop	<ul style="list-style-type: none"> > Review completed Implementation Guide > Review all historical data sources > Review, discuss and recommend client best practices to incorporate > Project requirements are finalized > Historical data template is provided for data capture by client
Configuration Review Meeting #1	<ul style="list-style-type: none"> > First pass configuration is demonstrated to all key stakeholders. > User credentials are given to administrators for testing – recommended that at least two existing grant management cases are entered into the system > Detailed feedback is captured and incorporated into next review.
Configuration Review Meeting #2	<ul style="list-style-type: none"> > Second pass configuration is demonstrated to all key stakeholders, including subrecipient reporting and draw request/approval workflow > Additional cases are entered in the system > Detailed feedback is captured and incorporated into next review. > Historical data is uploaded into the system; client review and final acceptance testing begins
Administrator Training	<ul style="list-style-type: none"> > Initial configuration is complete. > Virtual training (4 hours) is conducted for all administrators for in-scope programs
3 rd Party Training	<ul style="list-style-type: none"> > Conduct one virtual training session for all subrecipients for each program
Weekly Status Meetings	<ul style="list-style-type: none"> > Review and update the project work plan > Review open risks and issues > Distribute weekly project status reports to key stakeholders
Monthly Steering Committee Meetings	<ul style="list-style-type: none"> > Review project progress and milestones > Make decisions and provide guidance on key issues and risks > Review and approve change orders, if applicable



Neighborly Software has a proven implementation methodology that has been refined over the course of 550+ successful public sector implementations.

Software Training Manuals

With Neighborly Software, you receive an agile partner, dedicated to improving impact. We pride ourselves on our core values of **Community, Innovation, Teamwork, Integrity, Enthusiasm and Service (CITIES)** and unwavering commitment to helping communities help people. Housing, Economic and Community Development is at the forefront of our company’s mission. As such, the City would receive a personalized software solution with a focus on making this partnership a success. Prior to the Go-Live training, the City will be assigned a Client Success Manager to be their point of contact for all things training and support needs. All the initial client support, onboarding, and training is handled by their dedicated Client Success Manager.

Once the City is live and has received training, they are able to submit support requests to the Atlanta-based customer support team for ongoing care and account maintenance with periodic check-ins from their Client Success Manager to ensure that they’re getting the most out of the software. For example, each year Neighborly software provides a list of “best practices” related to technology, process, and strategy. This approach ensures that our clients are not only getting the most value out of our software solution, but also their relationship with Neighborly Software and our growing client base. We also provide ongoing virtual training and support for all administrators as well as 3rd party stakeholders, including subrecipients, developers, and beneficiaries.

The City can submit software enhancement requests via their Client Success Manager. Every quarter, Neighborly Software reviews and prioritizes the requests across our client base. Functionality that has applicability across our client base is typically given priority.

Additional Training Resources

Once the City is live and has received training, they are able to submit support requests to the customer support team for ongoing care and account maintenance with periodic check-ins from their Client Success Manager to ensure that they are getting the most out of the software. We also provide ongoing training and support for all administrators as well as subrecipients.

TRAINING	TYPE	DESCRIPTION
Go-Live Training	Virtual	A four-hour training that walks administrators through all the software’s functionality.
Advanced Administrator Training	Virtual	A four-hour virtual training that reviews advanced configuration functionality for users that have permissions to change application fields, create word and email templates, update user permissions, change annual income limits, create new grant years, etc.
Virtual Subrecipient Training	Virtual	Thirty-minute online training is typically offered to subrecipients/developers prior to the start of each application cycle and prior to the start of subrecipients using the software for draw requests and reporting. The training is recorded and can be posted to a website.
User Guides	Virtual	All stakeholders (e.g. Administrators, Subrecipients, Developers, Reviewers) have access to User Guides that highlight software functionality specific to their role.



Webinars	Virtual	<p>Occasionally, Neighborly Software hosts a one-hour webinar that provides a “deep dive” on product functionality. The webinar is open to all Neighborly Software administrators. All webinars are recorded and posted to the online support forum. Below are the recent webinars:</p> <ul style="list-style-type: none"> > Loan Origination and Management > Contractors & Work Write Ups > Document Rendering and MS Word Templates > Funding and Budget Module > Creating Ad-hoc Reports via Report Builder > Affordable Housing Asset Management & Compliance
Support Videos	Virtual	<p>Short instructional videos posted to our online support forum that highlight discreet administrator processes (e.g., how to change annual income limits, how to generate a CAPERs report)</p>
User Conference	Virtual	<p>Starting in 2025, Neighborly Software will host a two-day user conference that highlights new software functionality, client best practices, and emerging trends in the housing and community development industry.</p>

Client Success Support

Once the City has completed the implementation process, they are handed off to a dedicated Client Success Manager. The client success team works with our neighbors (clients) to help with making changes to existing set up but also for any additional training needed for your staff, subrecipients, contractors, etc. We also will work with you to implement any additional programs needed in the future. Internally we conduct periodic optimizations of your use of the software and will meet with you to review our best practice recommendations and ways to maximize your use of the functionality available to you. We take a consultative and proactive approach to account management.

Technical Support

Technical support is available via a toll-free phone number and electronic mail on weekdays during the hours of 8:00 am through 8:00 pm Eastern Standard Time, with the exclusion of federal holidays. Clients may initiate a helpdesk ticket during support hours by emailing support@neighborlysoftware.com.

Neighborly Software uses ZenDesk for all support ticket tracking and reporting. Below are response and resolution times for support tickets:





STANDARD HELP CALLS

Problem does not significantly impact operations, or that a reasonable workaround is available.

Response Metric

We will use commercially reasonable efforts to respond and resolve all Standard Helpdesk tickets within eight (8) hours. If client support is unable to address an issue, its escalated to the Client Success Director, Chief Technology Officer, or President.



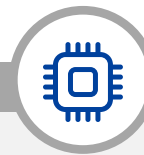
EMERGENCY TICKET

Software is unavailable or not usable, resulting in a critical impact on business operations. This condition requires immediate resolution.

Response Metric

Neighborly Software will use commercially reasonable efforts to respond to all

Critical Helpdesk tickets within two (2) hours and resolve Critical issues within six (6) hours of notification



CRITICAL TICKET

Software is usable, but that some features (not critical to operations) are unavailable.

Response Metric

Neighborly Software will use commercially reasonable efforts to respond to all Critical Helpdesk tickets within two (2) hours and resolve Critical issues within six (6) hours of notification

In addition to technical support, Neighborly Software contains a help module that provides access to step-by-step guides for all system functionalities. Each stakeholder (e.g., Administrator, Developer, Subrecipient) has their own guide based on their unique role. All new functionality is demonstrated and recorded in a virtual training webinar/video

Prepared by: Martin Greenlee
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DATE	11/25/2024
QUOTE #	2486
VALID UNTIL	12/31/2024

CLIENT

City of Glendale, Arizona
 Matt Hess, Deputy Director, Community Services
 623-930-3682
mhess@glendaleaz.com

Annual Recurring Fees	UNIT PRICE	FREQ	UNITS	ANNUAL PRICE
Neighborly Software Per Administrator Fee	\$2,700	Annual	25	\$67,500
- Hosting/Security in Microsoft Tier IV FedRAMP Data Center	Included			
- Data Storage, Backup and Recovery	Included			
- Technical Support (8am - 8pm ET)	Included			
- Test environment available during/post Implementation	Included			
Single Sign On (SSO) Microsoft Azure/Entra	\$1,000	Annual	1	\$1,000
Data Warehouse (leveraging Snowflake)	\$7,500	Annual	1	\$7,500
Craftsman Book Specification and Cost Estimate database	\$500	Annual	1	\$500

ANNUAL RECURRING TOTAL \$76,500

One Time Fees	UNIT PRICE	FREQ	UNITS	ANNUAL PRICE
Program Implementation	\$3,500	One Time	20	\$70,000
Data Migration (per data set, does not include documents)	\$5,000	Per Data Set	6	\$30,000
Professional Services	\$175	Hourly	200	\$35,000

ONE TIME FEE TOTAL \$135,000

ANNUAL FEES BY INVOICE PERIODS	Annual Fee	TOTAL
Year 1	\$76,500	\$211,500
Year 2:	\$76,500	\$76,500

TOTAL 2 YEAR FEES \$288,000

Arizona Sales Tax 9.2%	\$26,496
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TOTAL 2 YEAR with Tax \$314,496

Notes
1. All users accessing the "Administrator" portal require a subscription. Developers, homeowners, tenants, and subrecipients do not require a license to 2. Recurring fees are invoiced annually in advance. Additional licenses may be purchased pro-rata to the contract term.