

BOARD OF COMMISSIONERS REGULAR
PUBLIC MEETING

AGENDA ITEM

January 9, 2025	BOC-02-010925	FISCAL IMPACT
DATE	AGENDA ITEM NUMBER	Cost > \$10,000
Community Development		Yes ☐ No ☐
DEPARTMENT		PUBLIC BID REQUIRED
		Cost > \$20,100
		Yes ☐ No ☐

AGENDA ITEM:

Neighborly, Inc. software agreement for the CDBG grants management program

EXECUTIVE SUMMARY:

Neighborly is a cloud-based software solution for efficient grant management. Costs will be covered by the CDBG funding as eligible. Any non-CDBG grant modules added in the future will be covered by those grants or Township funds.

Because the implementation of this software will allow for some consultant-managed tasks to be brought back under direct Township tutelage, once fully launched, it should result in significant cost savings.

PREVIOUS BOARD ACTIONS:

None.

RECOMMENDED BOARD ACTIONS:

Motion to approve the Neighborly, Inc. software agreement for the CDBG grants management program and authorize the Township Manager to sign on behalf of the Township.

ORDER FORM

Customer Information	
Account Name: Township of Abington, Pennsylvania	Initial Service Term: One (1) Year from Effective Date
Address: 1176 Old York Rd, Abington, PA 19010	
Billing Contact Name & Title: Kimberly Hamm, Director Community Development	Phone: 267-536-1019 Email: khamm@abingtonpa.gov
Alternate Contact Name & Title: Tara Wehmeyer, Assistant Township Manager	Phone: 267-536-1002 Email: twehmeyer@abingtonpa.gov

PURCHASE SUMMARY

Annual Fees	Unit Price	Quantity*	Annual Total
User Subscription Fee for One Year	\$2,700.00	3	\$8,100.00
Services Included: • Hosted Software to Administer Program(s) • Dedicated Client Success Manager • Technical Support (Monday – Friday: 8:00 a.m. to 8:00 p.m. EST) • Hosting/Security in Microsoft Tier IV Data Center • Data Storage, Backup, and Recovery			
One-Time Fees	Unit Price	Quantity	One-Time Total
Implementation of Program(s)	\$3,500.00	2	\$7,000.00
Services include System Configuration, Program Design, and Administrator Training for the following programs: 1. Owner Occupied Housing Rehabilitation/Repair 2. Public Services (Subrecipient)			
Subtotals			
Annual Fees Subtotal:			\$8,100.00
One-Time Fees Subtotal:			\$7,000.00
TOTAL:			\$15,100.00

*A minimum of three (3) users are required to maintain a portal.



SOFTWARE AS A SERVICE (SAAS) SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement (“Agreement”) is entered into on this ____ day of _____ 2024 (the “Effective Date”) between Benevate, LLC, a Delaware limited liability company, with its principal place of business located at 3423 Piedmont Rd. NE, Atlanta, GA 30305 (“Company”), and the Customer listed above (referred to as the “Customer”) (collectively referred to as the “Parties”). This Agreement includes and incorporates the above Order Form, the Terms and Conditions below, and Exhibit A attached hereto.

TERMS AND CONDITIONS

1. DEFINITIONS.

- a. “Authorized User” or “User” means those individuals designated and authorized by the Customer to use one of the purchased subscriptions to access the Portal, using his or her login credentials (email address and password), which may only be used by that single, named user.
- b. “Confidential Information” means all information, in any other form, that either Party discloses (“Discloser”) to the other (“Recipient”) relating to the business of Discloser, whether furnished before or after the Effective Date of this Agreement, including, without limitation, information related to pricing, products, services, security, and any implementing regulations or guidelines, proprietary business practices, policies, finances, procedures, sales, costs, liabilities, markets, strategies, concepts, methods or employees, that is not generally ascertainable from public or published information or sources, and all analyses, compilations, data, studies, notes, memoranda or other documents prepared by Discloser based on such Confidential Information.
- c. “Customer Data” means all non-public information or data that is inputted into the Customer’s Portal by the Customer or the Customer’s end users.
- d. “Documentation” means the applicable training materials, user guides, publicly available marketing and/or proposal materials, and other similar information, or other documents disseminated under or governed by confidentiality obligations which pertain to the Software or Services provided by Company, which may be updated by Company at any time without notice to include information about new features and incorporate feedback to help Company’s customers understand how to use the Software and Services. Documentation accessible to Authorized Users through the Portal, requiring a Username and Password, is considered Company’s Confidential Information.
- e. “Effective Date” means the date stated above. If the date is left blank, then the Effective Date shall be the last signature date on the Signature Page.
- f. “Professional Services” means non-standard customization and services available at an additional fee, including, but not limited to, data migration services, in-person trainings, Power BI services, geographical data services, non-standard professional developer services, etc.
- g. “Services” means standard implementation services, configuration of stated program(s) to allow for enrollment, qualification, administration and reporting, access to the Software, technical support services, hosting and security services, data storage, backup, recovery, and other services provided by the Company as described in the Order Form or this Agreement.
- h. “Software” means the proprietary web-based products, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the Services provided by Company, or its licensors identified on an Order Form and subsequently made available to Customer by Company in accordance with an Order Form or this Agreement.

2. SOFTWARE AND SERVICES.

- a. During the Term of this Agreement, Company will provide Customer access to, and use of, the Software, Services, and Documentation by enabling a portal for Customer to access through a web browser (the “Portal”).
- b. This Agreement does not contemplate any customized products, services, work-for-hire, or code developed exclusively for Customer. In the event that the Parties agree that Company shall provide such non-standard Professional Services, the description of the services and applicable ownership rights with respect to such Professional Services will be set forth in a separately executed Professional Services Agreement. This Agreement does not contemplate any IP rights beyond the terms provided herein.
- c. Company will make available to Customer all updates and any documentation for such updates to the Services. Company will use commercially reasonable efforts to 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. General maintenance of the system is completed on a regular basis to ensure optimal performance of the Services.

- d. **Service Levels.** Company will use commercially reasonable efforts to maintain the availability of the Services at a level of 99.5%. For further specifications regarding the Service Levels, refer to Service Level Terms attached as Exhibit “A” to this Agreement.
- e. **Technical Support.** With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. (“Support Hours”). Customer shall initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.
- f. **Data Storage.** All Customer Data will be stored, processed, and maintained solely in data centers located in the United States.
- g. **Backup and Recovery of Customer Data.** Company is responsible for maintaining a backup of the Customer Data and for an orderly and timely recovery. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within a reasonable period of time.

3. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES.

- a. Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation, or data related to the Services (“Software”); (ii) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); nor (iii) use the Services or any Software for timesharing or service bureau purposes.
- b. Customer represents, covenants, and warrants that Customer will use the Software in compliance with all applicable laws and regulations. Customer is responsible for all damages, losses, liabilities, settlements and expenses (including costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing by the Customer.
- c. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like.
- d. At no time is it permissible for an Authorized User to share their login credentials for the Portal and/or Neighborlytics (if applicable). The number of Authorized Users licensed hereunder is specified in the Order or as formally requested and approved, in writing, during the Term. Customer is solely responsible for maintaining the status of its Authorized Users and the confidentiality of all login credentials and other Portal or Neighborlytics access information under its control. Customer will notify Company immediately if Portal information is lost, stolen, or disclosed to an unauthorized person or any other breach of security in relation to its passwords, usernames, or other Portal or Neighborlytics access information that may have occurred or is likely to occur. Customer hereby agrees to hold harmless Company against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of the foregoing.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

- a. **Duty Not to Disclose Confidential Information.** In connection with the Agreement, Recipient, and its employees and agents, may have access to the Confidential Information of the Discloser. Recipient shall, and shall ensure that its employees and agents shall, keep the Confidential Information of the Discloser in strict confidence and use it only for the purpose of performing its duties under this Agreement. Recipient will not directly or indirectly disclose, publish, disseminate, make available or otherwise communicate in any way, to any third person not having a need to know in order to perform its duties under this Agreement, any Confidential Information of the Discloser, without the Discloser’s prior written consent. Recipient will have appropriate safeguards in place within its organization to restrict access to Confidential Information to only those individuals as needed in connection with the performance of this Agreement. Recipient will take care of Confidential Information using at least the same standard of care it would use with its own confidential information, but in no event shall Recipient use less than reasonable care in protecting such Confidential Information.
- b. **Mandatory Disclosures.** In the event that Recipient is required by a binding order of a governmental agency, court of competent jurisdiction, or properly filed Pennsylvania Right to Know request to disclose any Confidential Information of the Discloser, it shall, if legally permitted, provide the Discloser with prompt written notice (via e-mail that is acknowledged as received) to allow the Discloser an opportunity to appear and object prior to Recipient’s compliance with requested disclosure. The written notice shall provide Discloser with sufficient information describing the content of the information to be disclosed. If such

objection is unsuccessful, then Recipient shall produce only such Confidential Information as is required by the court order or governmental action. Customer's required steps to receive approval of this Agreement at a properly advertised Board of Commissioners shall not violate the Confidentiality requirements of Section 4.

- c. Customer shall own all rights, title, and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.
- d. Company shall own and retain all rights, title and interest in and to (a) the Services and Software, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with implementation of services or support, and (c) all intellectual property rights related to any of the foregoing.
- e. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

5. PAYMENT OF FEES

- a. Payment Terms. Customer shall pay Company the fees listed in the Purchase Summary of the Order Form. An invoice for the fees will be sent to the Customer following the Effective Date. All invoices are due within thirty (30) days from the date of the invoice.
- b. Suspension of Service for Late Payments. If the Customer fails to pay any invoice in full within forty-five (45) days from the due date, the Company shall have the right to suspend the Services until payment is received. Suspension of Services in accordance with this subsection shall not be deemed a breach of this Agreement.
- c. Addition of Users. During the Initial Service Term, the Customer may add additional Users based on the pricing stated in the Order Form on a pro rata basis.
- d. One-Time Fees. All one-time fees (including new programs) will be charged at the Company's current rates at the time the service is requested.
- e. Additional Implementation Fees. Implementation fees are based on a mutually agreeable Implementation Schedule (based on the number of programs purchased). Customer agrees to allocate the time and personnel necessary to complete implementation during this period. Unless the Parties agree to an alternative schedule, in writing, implementations extending beyond the allocated time will be subject to a weekly charge of \$1,000.00 per additional week.
- f. Fee Adjustments. Company reserves the right to adjust the fees listed in the Order Form at the end of the Initial Service Term or then-current renewal term. Notice of any fee adjustment will be provided to the Customer via an invoice (via e-mail) based on the Company's then-current pricing, sixty (60) days prior to end of the Initial Service Term or then-current renewal term.
- g. Taxes. The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, you agree to provide Company with a tax-exempt certificate. Otherwise, Company will pay all applicable taxes to the proper authorities and Customer will reimburse Company for such taxes (this excludes Company's income taxes, both federal and state, as applicable, arising from Company's performance of this Agreement).
- h. The parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Customer's obligation to pay under this Agreement is contingent upon Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of the last day for which funds have been appropriated. The Customer shall immediately notify the Company in writing (via e-mail), upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement.

6. TERM AND TERMINATION

- a. Term and Automatic Renewal. Subject to earlier termination as provided below, the term of the Agreement shall commence on the Effective Date and shall cover the Initial Service Term as specified in the Order Form and shall **automatically renew**

for additional one (1) year periods following the Initial Service Term (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

- b. Termination for Cause. Either party may terminate this Agreement if the other party:
 - (i) commits a material breach and fails to remedy that breach within fifteen (15) days from receiving written notice of the breach; or
 - (ii) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against the other party and is not dismissed within sixty (60) days; provided however that in such event, termination will not require notice to the other party.
- c. Termination Procedures. Upon termination for any reason, the Parties shall proceed with the following procedures: (i) Company will immediately disable access to the applicable Portal; (ii) Customer will provide contact information necessary to facilitate the return of the Customer Data within thirty (30) days following termination; (iii) Company shall return the Customer Data via the Secure File Transfer Protocol promptly upon receipt of necessary information from Customer to facilitate the return; and (iv) Customer Data will be deleted sixty (60) days from the date that the Customer Data is returned.

If Customer fails to cooperate in facilitating the return of the Customer Data, Contractor reserves the right to delete the Customer Data ninety (90) days after the termination of the Agreement. Customer is solely responsible for ensuring that the Customer Data is downloaded, stored, and reviewed. Customer acknowledges and agrees that Company has no obligations whatsoever with regard to the Customer Data following the final destruction. Upon request, Company will provide Customer with a Certification of Data Destruction. This Section shall survive the termination of this Agreement.

- d. Optional Data Retention. If Customer desires for Company to retain the Customer Data beyond sixty (60) days from the date of the final extraction, Customer must make that request, in writing (via email), and receive an acknowledgement of said request. Requests that do not receive an acknowledgement or requests that are made after the sixty (60) day window are not considered valid. The minimum cost for continued data retention is \$6,000.00 for six (6) months.

7. WARRANTY AND DISCLAIMER

- a. Company Warranty. Company represents and warrants the following: (a) the Documentation sufficiently describes features, functionality, and operation of the Software as applicable; (b) the Software, as applicable, conforms to the Documentation and is free from defects in material and workmanship; (c) the Software does not contain any viruses or other malicious threats, programs, features, or devices (“Viruses”) that could harm Customer, and Company uses commercially reasonable efforts to prevent and eradicate such Viruses. Furthermore, consistent with prevailing industry standards, Company shall maintain the Software in a manner which minimizes errors and interruptions and shall perform the Services in a professional and workmanlike manner. Notwithstanding the foregoing, the Software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- b. Security and Loss of Data. Company maintains appropriate technical and organizational measures to protect Customer Data from accidental loss and from unauthorized access, use, alteration, or disclosure. In the event of any negligent act, misconduct, or breach by the Company that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (i) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law; and (iii) perform or take any other actions required to comply with applicable State law as a result of the occurrence.
- c. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE AND SERVICES. CUSTOMER

ACKNOWLEDGES AND AGREES THAT COMPANY IS PROVIDING A SOFTWARE TOOL TO ASSIST IN THE PROVISION OF SERVICE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NO CONTROL OVER PROGRAM DESIGN AND/OR PROGRAM ADMINISTRATION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SOFTWARE AND SERVICES.

8. INDEMNITY

- a. Company will indemnify, defend, and hold harmless the Customer against all claims, suits and actions asserted by an unaffiliated third party against the Customer for liabilities, damages and costs, including reasonable attorneys' fees, incurred in the defense of any claim brought against Customer alleging that any Software or Services infringes or misappropriates a third-party's U.S. registered patent right, trademark, or copyright (an "Infringement Claim"), provided Company is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Customer shall not settle or compromise such Infringement Claim without the express written consent of the Company.
- b. Company's indemnity obligation under this Section shall not extend to claims that arise from:
 - (i) An unauthorized modification of the Software or Services by Customer where the Software or Services would not be infringing without such modifications;
 - (ii) Customized portions of the Services designed in accordance with written specifications provided by Customer where the Software or Services would not be infringing but for Company's compliance with such written specifications;
 - (iii) The failure of Customer to install an update to the Software or Services provided by Company that would have avoided the actual or alleged infringement;
 - (iv) The combined use by Customer of the Software or Services with other components, products, or services not provided by Company where the Software or Services would not be infringing but for such combination; and/or
 - (v) Workflows, analytic applications, algorithms, or other applications or programming built by Customer or created by or on behalf of Customer without Company's approval.

9. LIMITATION OF LIABILITY

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED, TO LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE.
- b. EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THIRTY THOUSAND DOLLARS (\$30,000), REGARDLESS OF THE AMOUNT OF FEES PAID OR OWED UNDER THIS AGREEMENT, AND WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. THE LIMITATIONS IN THIS SECTION FORMED A BASIS FOR ENABLING EACH PARTY TO OFFER AND ACCEPT THE TERMS HEREIN.
- c. The Parties shall have an affirmative obligation to mitigate their respective losses (howsoever arising) recoverable from the other Party under or in connection with this Agreement.

10. INSURANCE

- a. See attached Insurance Exhibit containing 10.1-10.6.

11. DISPUTE RESOLUTION

- a. With the exception of actions for injunctive relief for actions arising under the Confidentiality provisions of Section 4 of this Agreement, the Parties intend that any and every dispute by and between them, including but not limited to any dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, be resolved first by resorting to mediation, to be conducted in a mutually agreeable location in accordance with the laws of the Commonwealth of Pennsylvania.

12. NOTICE

- a. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered (a) personally or by overnight courier, (b) sent by email, or (c) forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or email address as set forth in this section. E-mail is the preferred method of notice. Any change of address, e-mail address, telephone number, or person to receive notice shall be made by notice given to the other Party.
- b. Addresses. Subject to change pursuant to this Section above, the addresses for notices are as follows:

For the Company:

Jason Rusnak, President

3423 Piedmont Rd, NE

Atlanta, GA 30305

Phone: 702-864-7231

Email: Jason.Rusnak@NeighborlySoftware.com

Sarah Bohentin

Benevate, Inc.

Phone: 850-363-1717

Email: Sarah.Bohentin@NeighborlySoftware.com

For the Customer:

Name: Kimberly Hamm, Community Development Director

1176 Old York Road

Abington, PA 19001

Phone: 267-536-1019

Email: khamm@abingtonpa.gov

13. MISCELLANEOUS

- a. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- b. Waivers. No waiver of any provision of this Agreement or consent to any action shall constitute a waiver of any other provision of this Agreement or consent to any other action. No waiver or consent shall constitute a continuing waiver or consent or commit a Party to provide a future waiver. Any provision of this Agreement may be waived only with the written consent of the Parties.
- c. Permissible Use. Company is permitted to use the Customer's name and logo solely for marketing or promoting the provided services subject to terms and conditions of this Agreement.
- d. Entire Agreement & Amendments. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

- e. Assignment. This Agreement is not assignable, transferable, or sub-licensable by either Party without the other Parties prior written consent, except as such assignment, transfer or sublicense is in connection with a merger, acquisition, or similar change of control event.
- f. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Parties do not have any authority of any kind to bind the other Party in any respect whatsoever.
- g. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of amounts due) to the extent caused by strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, terror, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Upon an occurrence of an event of force majeure, Company cannot ensure uninterrupted or error free service or access to the Software or Services and there may be periods where access is delayed, limited or unavailable. Company shall use commercially reasonable efforts to provide the Software or Services to Customer in accordance with its Business Continuity and Disaster Recovery Plan a copy of which will be provided upon written request.
- h. This Agreement shall be governed and construed in all respects in accordance with the laws of the Commonwealth of Pennsylvania.

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SIGNATURE PAGE

BENEVATE, LLC

TOWNSHIP OF ABINGTON, PA

By: J. Jason Rusnak

By: _____

Name: J. Jason Rusnak

Name: _____

Title: President, Benevate, LLC

Title: _____

Date: 12/13/24

Date: _____

EXHIBIT A

Service Level Terms

This Exhibit A outlines the Company's commitments to provide Support Services and problem resolution regarding the performance of the Software and/or Services.

1. Definitions.

- a. "Error" means a failure of the Software to perform in accordance with the Documentation, resulting in the inability to use, or material restriction in the use of, the Software.
- b. "Scheduled Downtime" means any period of time during which the Software or Services are unavailable due to the Company's planned maintenance and support of the Software or Services. Scheduled Downtime is excluded from the 99.5% Service Availability calculation.
- c. "Support Services" means technical support assistance provided by Company personnel to Customer's designated administrators for problem resolution, bug reporting, and/or technical assistance.
- d. "Unscheduled Downtime" means any time the Software is not available due to an event or circumstance excluding Scheduled Downtime or Force Majeure and the amount of time required by Company to resolve or provide a work around for the failure of any documented feature required to complete a primary function of the Software in accordance with the Documentation.
- e. "Update" means any error correction, bug fix, patch, enhancement, improvement, update, upgrade, new version, release, revision or other modification to the Software or Services provided or made available by the Company pursuant to the Agreement, including, without limitation, any update designed, intended, or necessary to make the Software, Services, or Customer's use thereof compliant with applicable law.

2. Service Availability.

- a. 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.

3. Technical Support.

- a. Availability. With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. ("Support Hours").
- b. Procedure. Customer must initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Help tickets in the manner set forth in Paragraph 4.
- c. Conditions for Providing Support. Company's obligation to provide Software or Services in accordance with the stated Service Availability is conditioned on Customer providing Company with sufficient information and resources to correct the Error, as well as access to the personnel, hardware, and any additional systems involved in discovering the Error.

4. Ticket Resolution. Company will use all commercially reasonable efforts to resolve support tickets in the process described below. Response metrics are based on issues being reported during Support Hours.

- a. Standard Ticket: Issue does not significantly impact the operation of the software or there is a reasonable workaround available.

- (i) Response Metric: Company will use commercially reasonable efforts to respond and resolve all Standard tickets within 40

eight (8) business hours of notification.

b. Priority Ticket: Software is usable, but some features (not critical to operations) are unavailable.

(i) Response Metric: Company will use commercially reasonable efforts to respond to all Priority tickets within two (2) hours and resolve Priority tickets within six (6) business hours of notification.

c. Emergency Ticket: Issue has rendered software unavailable or unusable, resulting in a critical impact on business operations. The condition requires immediate resolution.

(i) Response Metric: Company will use commercially reasonable efforts to respond to all Emergency tickets within one (1) hour and resolve Emergency tickets within two (2) business hours of notification.

5. **Remedies.** If Customer reasonably believes that Company has failed to achieve its Service Availability commitments in any given month, the Company shall, following Customer's written request, provide a report that contains true and correct information detailing Company's actual Service Availability performance. Customer must have reported an issue with the Service Availability within the calendar month and must request the report within ten (10) days of the end of the calendar month. The sole remedies for failure to meet the Service Availability level of commitment is a service refund based on the following:

a. less than 99.5% but equal to or above 97%, Company shall provide Customer with a root cause analysis and a written plan for improving Company's Service Availability to attain the 99.5% Service Availability and Company shall promptly implement such plan;

b. between 96.9% and 95%, Company shall provide Customer with a service refund in an amount equal to 10% of the prorated amount of the Subscription Fees for one month;

c. between 94.9% and 92%, Company shall provide Customer with a service refund in an amount equal to 25% of the prorated amount of the Subscription Fees for one month;

d. Less than 92%, Company shall provide Customer with a service refund in an amount equal to 100% of the prorated amount of the Subscription Fees for one month.

6. **Exclusions.** Company shall have no liability for, and shall make no representations or warranties respecting Service Availability or lack of availability of the Software due to: (1) outages caused by the failure of public network or communications components; (2) outages caused by a Force Majeure event; (3) outages or Errors caused by the Customer's use of any third-party hardware, software, and/or services; (4) Errors caused by the individual Authorized User's desktop or browser software; (5) Errors caused by the Customer's negligence, misconduct, hardware malfunction, or other causes beyond the reasonable control of the Company; and/or (6) Customer has not paid Fees under the Agreement when due.



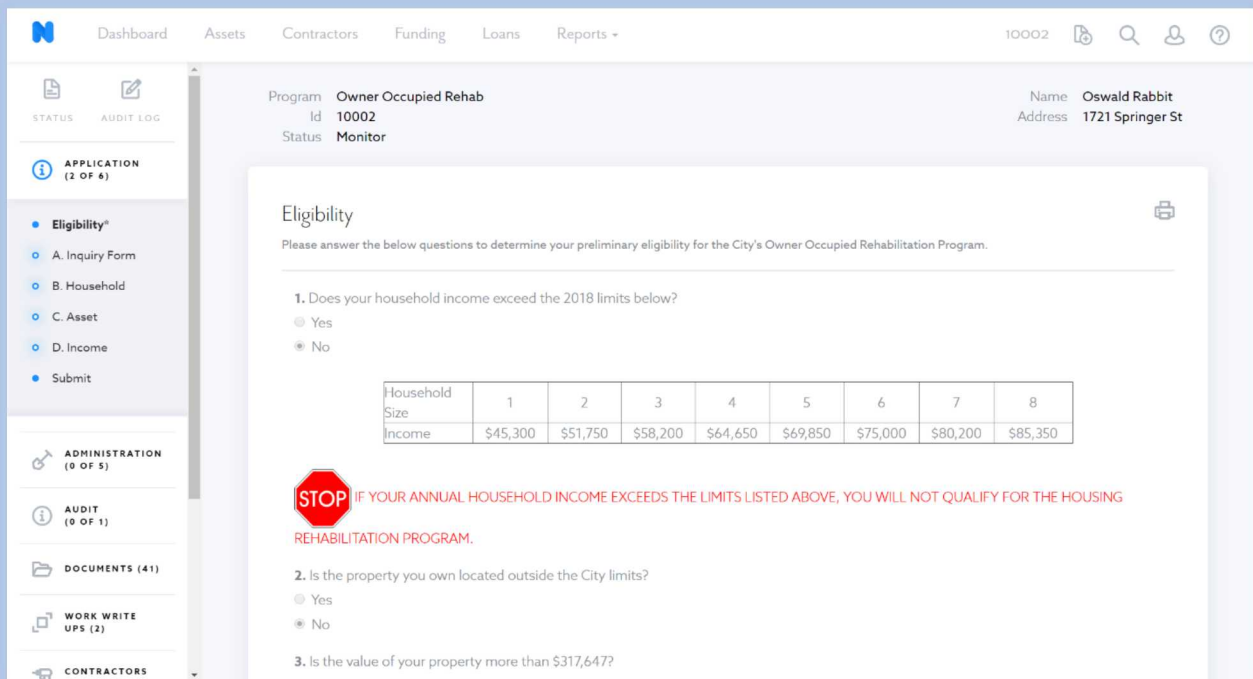
Housing Rehabilitation (& Lead Based Paint) program portal

Neighborly Software's "Housing Rehabilitation" program portal with added features available for Lead Based Paint Hazard Reduction funding provides a simple online solution for Program Administrators to manage the intake, eligibility, inspections, work write-ups, online bidding, loan (deferments, forgiveness-events, amortized) calculations, and compliance. Our software is specifically designed to eliminate paper, manual processes and cumbersome reporting, thereby allowing organizations to maximize their community investment dollars and minimize their compliance risk. Specific functionality, is outlined below:

Program Administrators (and Housing Specialists/Inspectors):

- Allow for applicant intake (online, in person, or in the field), eligibility screening, and loan processing
- Automatically calculate the total household income, including interest income
- Track environmental, lead-based-paint, mold/asbestos information within each case
- Plot all housing rehab locations on a map by type of work completed, district, neighborhood, or by funding year
- Track contractors progress, certifications/licenses, schedule of values, and retainage
- Complete mobile inspections (HQS) and create a scope of work using a tablet device out in the field
- Export data for quick summary for data entry into federal or state reporting databases or performance reports (IDIS, CAPER, etc.)
- Capture a log of all activity that takes place in the software, including date, time and user stamp of all transactions ("Audit Log")

A screenshot of the Neighborly Software web application interface. The top navigation bar includes links for Dashboard, Assets, Contractors, Funding, Loans, and Reports, along with a user profile icon and the number 10002. A left sidebar contains a list of menu items: STATUS, AUDIT LOG, APPLICATION (2 OF 4), ADMINISTRATION (0 OF 5), AUDIT (0 OF 1), DOCUMENTS (41), WORK WRITE UPS (2), CONTRACTORS (1), BUDGET (\$7,110.00), LOANS (2), TASKS (4), and USERS (1). The main content area displays a form for a case titled 'Owner Occupied Rehab' with ID 10002 and status 'Monitor'. The form includes fields for CASE NAME (Oswald Rabbit), PROGRAM YEAR (2018), and a STATUS dropdown menu set to 'Monitor'. Below these fields is a STATUS DETAILS section with a text area. At the bottom of the form, it says 'Last updated by chris.behm@neighborlysoftware.com on 6/20/2019 11:30:52 AM' and has an 'Update' button. The Neighborly Software logo is visible at the bottom center of the page.



Dashboard Assets Contractors Funding Loans Reports 10002

Program Owner Occupied Rehab
Id 10002
Status Monitor

Name Oswald Rabbit
Address 1721 Springer St

STATUS AUDIT LOG

APPLICATION (2 OF 6)

- Eligibility*
- A. Inquiry Form
- B. Household
- C. Asset
- D. Income
- Submit

ADMINISTRATION (0 OF 5)

AUDIT (0 OF 1)

DOCUMENTS (41)

WORK WRITE UPS (2)

CONTRACTORS

Eligibility

Please answer the below questions to determine your preliminary eligibility for the City's Owner Occupied Rehabilitation Program.

1. Does your household income exceed the 2018 limits below?

☐ Yes
☒ No

Household Size	1	2	3	4	5	6	7	8
Income	\$45,300	\$51,750	\$58,200	\$64,650	\$69,850	\$75,000	\$80,200	\$85,350

STOP IF YOUR ANNUAL HOUSEHOLD INCOME EXCEEDS THE LIMITS LISTED ABOVE, YOU WILL NOT QUALIFY FOR THE HOUSING REHABILITATION PROGRAM.

2. Is the property you own located outside the City limits?

☐ Yes
☒ No

3. Is the value of your property more than \$317,647?

Homeowners can apply online and complete an initial eligibility screening that will assist them in finding out whether or not they meet the minimum eligibility requirements or not, followed by filling out the full application, including income (next page) using the sections on the left with a digital signature submission authorization step.

Part J - Certification

I certify the following:

- The applicant meets the conditions specified in the application instructions and will be able to carry out the proposed services in concert with these conditions.
- The organization is a certified IRS 501(c)(3) non-profit organization.
- I have been authorized by the applicant's governing body to submit this application and that the information contained herein is true and correct to the best of my knowledge.

Authorized Name and Title

James Ciortan

Telephone

(830) 202-0130

Authorized Signature

James Ciortan

James Ciortan

Electronically signed by jason.rusnak@neighborlysoftware.com on 5/22/2018


Dashboard
Assets
Contractors
Funding
Loans
Reports
10002





 STATUS
 AUDIT LOG

 APPLICATION
(2 OF 6)

- Eligibility
- A. Inquiry Form
- B. Household
- C. Asset
- D. Income***
- Submit

 ADMINISTRATION
(0 OF 5)

 AUDIT
(0 OF 1)

 DOCUMENTS (41)

 WORK WRITE
UPS (2)

Program
Id
Status

Owner Occupied Rehab
10002
Monitor

Name
Address

Oswald Rabbit
1721 Springer St

Household Income Verification

List all permanent household members, including all annual income for household members 18 years of age or older

1

HOUSEHOLD MEMBER

Oswald Rabbit

Age: 73

Total Income: \$ 15,000.00

Source

Additional Information

Annual Income

 Gross Pay

Additional Information

\$ 15,000.00

Required Documentation

Two (2) months of most recent paystubs and Tax Returns


Add Another File

Other Supporting Documents



Add an Income Source

2

HOUSEHOLD MEMBER

Bugs Bunny

Age: 73

Total Income: \$ 9,997.00

Source

Additional Information

Annual Income

 Retirement

Additional Information

\$ 9,997.00

Required Documentation

Documentation supporting Retirement Income

Upload File

Other Supporting Documents



Add an Income Source

INCOME LIMITS

2018 HUD

TOTAL ANNUAL HOUSEHOLD INCOME

\$24,997.00

APPROVAL THRESHOLD

80% - Moderate Income

+ ASSET INTEREST INCOME

\$43.73

CALCULATED % OF AMI

76.58%

= TOTAL COMBINED INCOME

\$25,040.73

AMI - AREA MEDIAN INCOME

% OF AMI (ROUNDED)

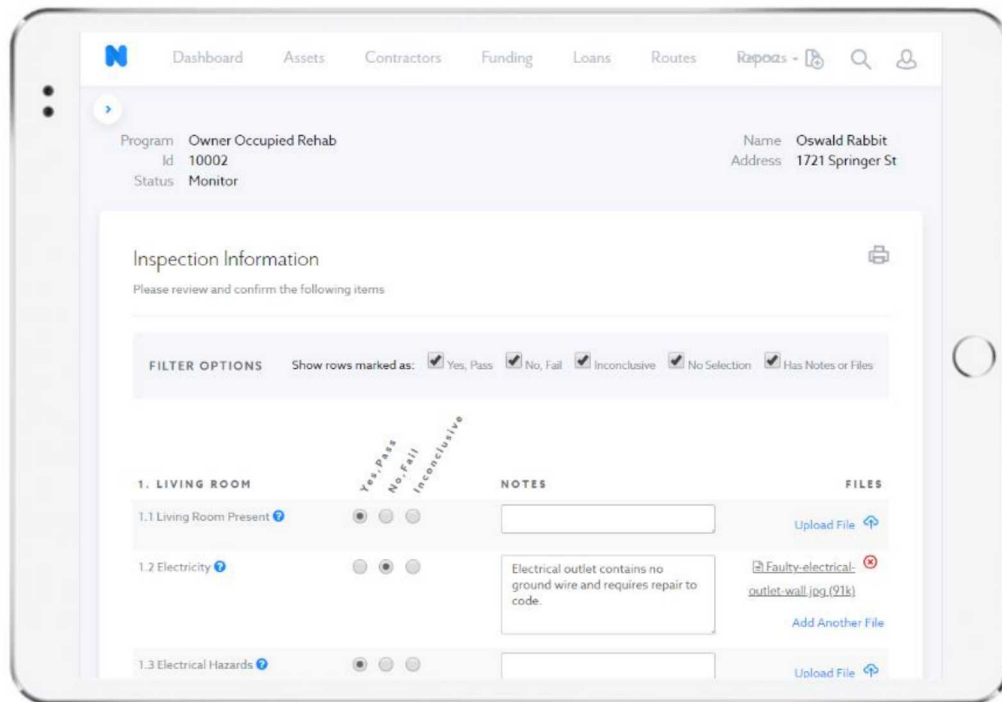
80%

Household Size	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
AMI 100%	\$25,000.00	\$32,700.00	\$44,589.00	\$52,250.00	\$61,099.00	\$70,000.00	\$77,900.00	\$83,700.00
AMI 80%	\$20,000.00	\$26,160.00	\$35,671.20	\$41,800.00	\$48,879.20	\$56,000.00	\$62,320.00	\$66,960.00

This step was last updated by jason.rusnak@neighborlysoftware.com on 6/11/2019 4:35:20 PM.

Save

Complete & Continue

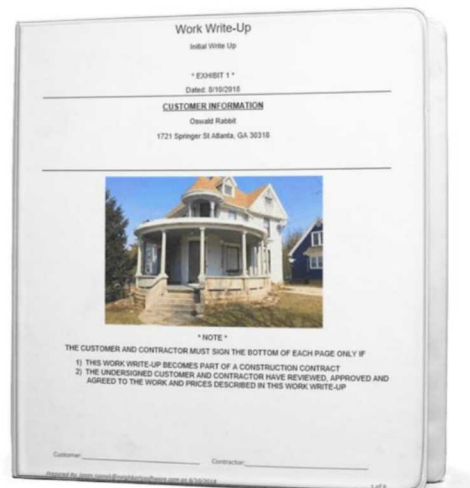


Inspections (e.g. HQS) and application intake can be completed in the field using a mobile device (tablet/iPad) that is connected to cellular-data/internet. Additionally, Neighborly Software comes out of the box with over 900 specifications. Recently our software partnered with the Craftsman Book Company where they have the leading specification database and cost estimating software that can be integrated into our solution with cost estimates based on zipcode.

Work Write Up

- ✓ Create work write ups based on 900+ pre-loaded construction specifications.
- ✓ Organize work write ups by construction category, room location and/or priority level.
- ✓ Develop internal estimates based on fixed and variable specification costs.
- ✓ Manage the specification library to your jurisdiction's unique code requirements and cost data.

[See Example](#)




Dashboard
Assets
Contractors
Funding
Loans
Reports
10002





 STATUS
 ADD LOG

1 APPLICATION (1 OF 5)
2 ADMINISTRATION (0 OF 5)
3 AUDIT (0 OF 1)
DOCUMENTS (41)
WORK WRITE UPS (2)
CONTRACTORS (1)
BUDGET \$7,110.00
LOANS (2)
TASKS (4)

Program Owner Occupied Rehab
Id 10002
Status Monitor

Name Oswald Rabbit
Address 1721 Springer St

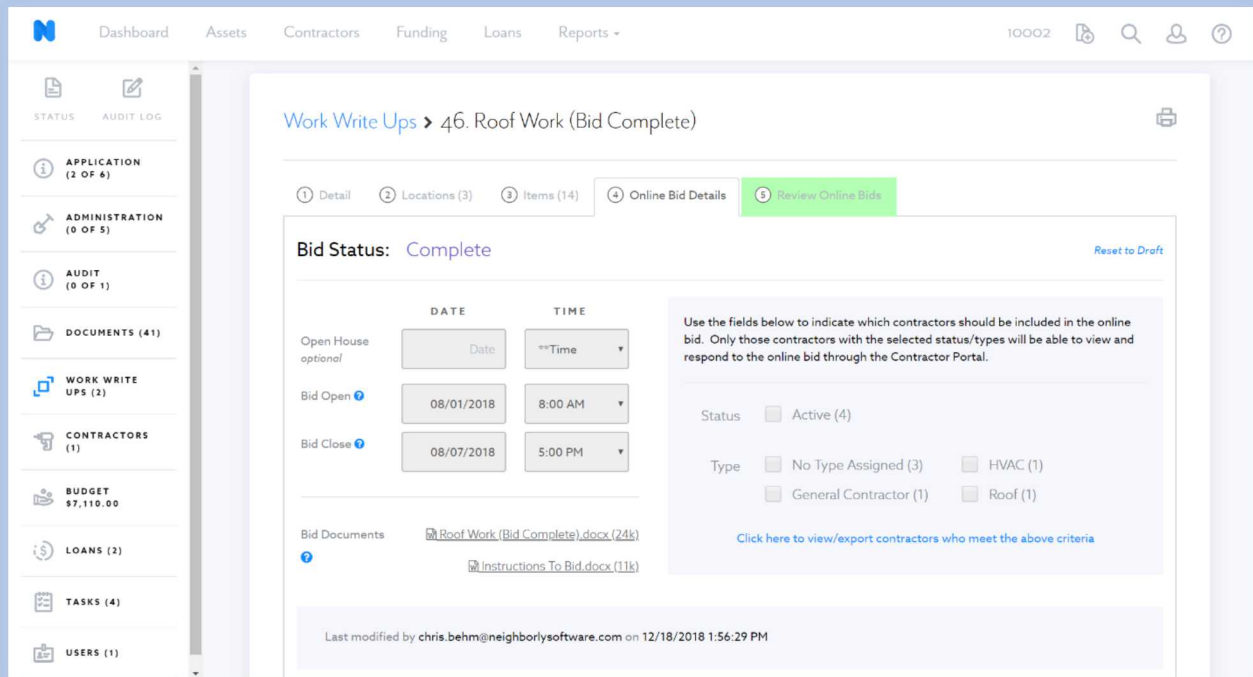
Work Write Ups > 43. Initial Write Up


1 Detail
2 Locations (5)
3 Items (26)
4 Online Bid Details
5 Review Online Bids

Category

Show Description | Subdivide | Add Work Write Up Item

	#	PICS	FIXED	VARIABLE	QUANTITY	TOTAL		
GENERAL CONDITIONS								
1.00250	PERMITS AND LICENSES	0	\$0.00	\$0.00 /	0	\$0.00	-	
1.00500	CODE COMPLIANCE	0	\$0.00	\$0.00 /	0	\$0.00	-	
1.00750	INSURANCE REQUIREMENTS	0	\$0.00	\$0.00 /	0	\$0.00	-	
1.01000	JOB SITE WORK WRITE-UP	0	\$0.00	\$0.00 /	0	\$0.00	-	
1.01250	PLACE A JOB SIGN IN FRONT YARD	0	\$0.00	\$0.00 /	0	\$0.00	-	
1.02000	WORKMANSHIP & MATERIAL STANDARDS	0	\$0.00	\$0.00 /	0	\$0.00	-	
GENERAL CONDITIONS SUB TOTAL:						\$0.00		
LBP DEMOLITION								
12.09250	REMOVE BATHTUB	0	\$0.00	\$52.50 / EA	1	\$52.50	-	
LBP DEMOLITION SUB TOTAL:						\$52.50		
ROOF & ATTIC								
35.00000	GENERAL ROOF WORK	2	\$200.00	\$0.00 / EA	0	\$200.00	-	
35.00250	ADD BRACES IN ATTIC BETWEEN CEILING JOISTS AND ROOF	0	\$31.50	\$7.09 / LF	100	\$740.50	-	
35.00750	INSTALL NEW RAFTERS	0	\$90.00	\$90.00 / EA	50	\$4,590.00	-	
35.02000	REPAIR THE ROOF OVERHANG AND RAFTER TAILS	0	\$31.50	\$3.15 / LF	20	\$94.50	-	
35.02500	REPAIR THE CORNICE AT ROOF	0	\$31.50	\$5.78 / LF	500	\$2,921.50	-	
35.04000	REPLACE UP TO 10% OF ROOF DECKING	0	\$0.00	\$1.79 / SF	100	\$179.00	-	
35.09250	INSTALL NEW SHINGLES ON ROOF DECKING	0	\$231.00	\$4.50 / SF	400	\$2,031.00	-	
35.09500	INSTALL NEW SHINGLES ON ROOF DECKING	0	\$231.00	\$1.47 / SF	120	\$407.40	-	
35.10500	INSTALL TURBINE ROOF VENT	0	\$0.00	\$53.13 / EA	1	\$53.13	-	
35.13750	REPAIR GUTTER SYSTEM	0	\$0.00	\$9.00 / LF	50	\$450.00	-	
35.14000	INSTALL NEW GUTTER SYSTEM MOUNTED TO FASCIA BOARD	0	\$0.00	\$9.00 / LF	67	\$603.00	-	
35.14500	CLEAN DEBRIS OFF ROOF AND OUT OF GUTTERS & DOWNSPOUTS	0	\$47.25	\$1.00 / LF	200	\$247.25	-	
ROOF & ATTIC SUB TOTAL:						\$12,517.28		
WINDOWS								
50.08000	PRIME BARE WOOD ON WINDOW COMPONENTS	0	\$0.00	\$25.75 / EA	10	\$257.50	-	
WINDOWS SUB TOTAL:						\$257.50		
FLOORS & STAIRS								
55.02750	STEAM CLEAN CARPET	0	\$15.75	\$0.32 / SF	150	\$463.75	-	
55.05000	INSTALL NEW STAIRCASE HANDRAIL FASTENED TO WALL	1	\$21.00	\$4.46 / LF	35	\$177.10	-	
FLOORS & STAIRS SUB TOTAL:						\$240.85		
PLUMBING SYSTEM								
75.03250	INSTALL A NEW BATHTUB	1	\$0.00	\$690.60 / EA	1	\$690.60	-	
75.06250	INSTALL A NEW TOILET	0	\$0.00	\$184.80 / EA	1	\$184.80	-	
PLUMBING SYSTEM SUB TOTAL:						\$875.40		
APPLIANCES								
95.00250	INSTALL NEW ELECTRIC REFRIGERATOR	1	\$0.00	\$808.50 / EA	1	\$808.50	-	
95.00500	INSTALL AN ELECTRIC RANGE	1	\$0.00	\$577.50 / EA	1	\$577.50	-	
APPLIANCES SUB TOTAL:						\$1,386.00		
Total						\$15,329.53		



Work Write Ups > 46. Roof Work (Bid Complete)

1 Detail 2 Locations (3) 3 Items (14) 4 Online Bid Details 5 Review Online Bids

Bid Status: Complete [Reset to Draft](#)

Open House optional

Bid Open 08/01/2018 8:00 AM

Bid Close 08/07/2018 5:00 PM

Bid Documents: [Roof Work \(Bid Complete\).docx \(24k\)](#), [Instructions To Bid.docx \(11k\)](#)

Use the fields below to indicate which contractors should be included in the online bid. Only those contractors with the selected status/types will be able to view and respond to the online bid through the Contractor Portal.

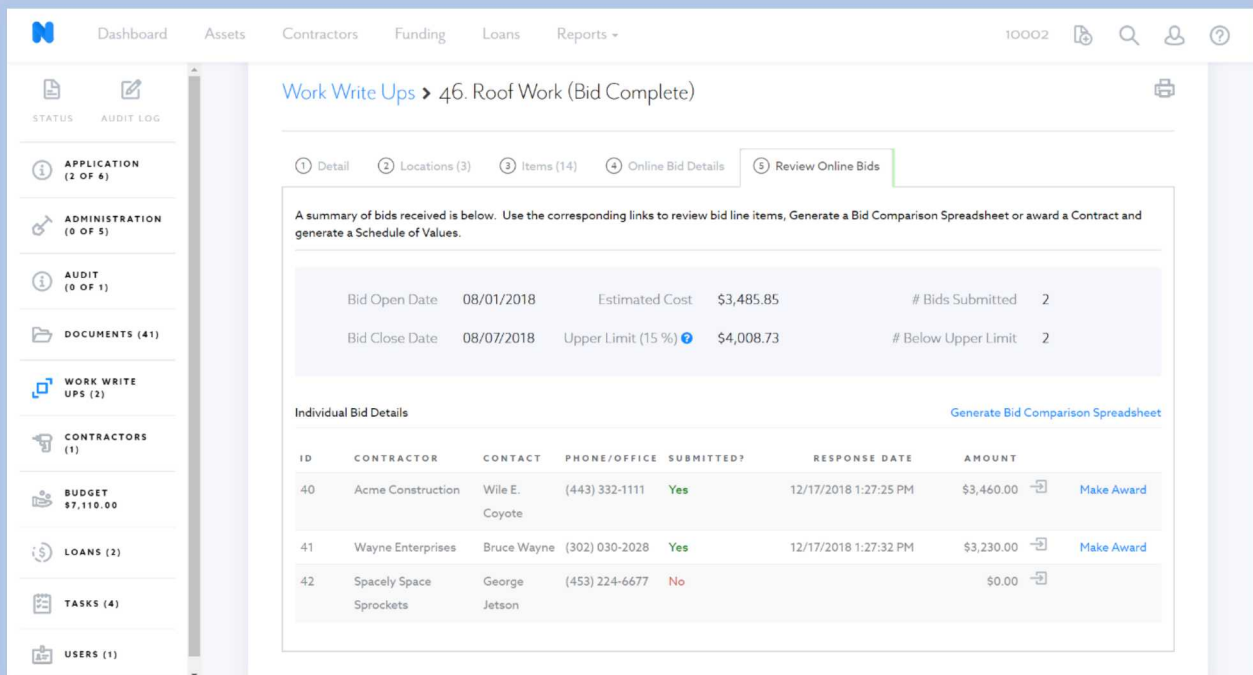
Status ☐ Active (4)

Type ☐ No Type Assigned (3) ☐ HVAC (1)
☐ General Contractor (1) ☐ Roof (1)

[Click here to view/export contractors who meet the above criteria](#)

Last modified by chris.behm@neighborlysoftware.com on 12/18/2018 1:56:29 PM

Online bidding and managing the results is available if interested. These are setup to be sealed bids through our system and fulfill most procurement processes for awarding a bid to a contractor



Work Write Ups > 46. Roof Work (Bid Complete)

1 Detail 2 Locations (3) 3 Items (14) 4 Online Bid Details 5 Review Online Bids

A summary of bids received is below. Use the corresponding links to review bid line items, Generate a Bid Comparison Spreadsheet or award a Contract and generate a Schedule of Values.

Bid Open Date	08/01/2018	Estimated Cost	\$3,485.85	# Bids Submitted	2
Bid Close Date	08/07/2018	Upper Limit (15 %)	\$4,008.73	# Below Upper Limit	2

Individual Bid Details [Generate Bid Comparison Spreadsheet](#)

ID	CONTRACTOR	CONTACT	PHONE/OFFICE	SUBMITTED?	RESPONSE DATE	AMOUNT	
40	Acme Construction	Wile E. Coyote	(443) 332-1111	Yes	12/17/2018 1:27:25 PM	\$3,460.00	Make Award
41	Wayne Enterprises	Bruce Wayne	(302) 030-2028	Yes	12/17/2018 1:27:32 PM	\$3,230.00	Make Award
42	Spacely Space Sprockets	George Jetson	(453) 224-6677	No		\$0.00	


Dashboard
Assets
Contractors
Funding
Loans
Reports






Contractors

Active (4)

Results: 4

Search...

Create New Contractor

ID	COMPANY	OWNER	CASES	USERS	TYPES	GENERAL LIABILITY EXP.	WORKERS' COMP EXP.	STATE LICENSE DATE
160	Acme Construction	Wile E. Coyote	4	4	HVAC,Roof,General Contractor	4/5/2019	6/1/2018	7/5/2018
161	Wayne Enterprises	Bruce Wayne	3	0		11/30/2018	9/30/2018	4/23/2018
162	Spacely Space Sprockets	George Jetson	4	0		11/1/2018	4/1/2018	1/1/2018
163	Bailey Construction	John Baily22	0	0				

Manage Contractors through the contractor portal and allow contractors to manage their projects, bids, schedule of values, draw requests, insurance/certifications all online.


Home
Contractor Information



Good Afternoon, Marty!

Bid Activity



Active Projects

2

Open Bids

0

Previous Bids

2

Active Projects (2)

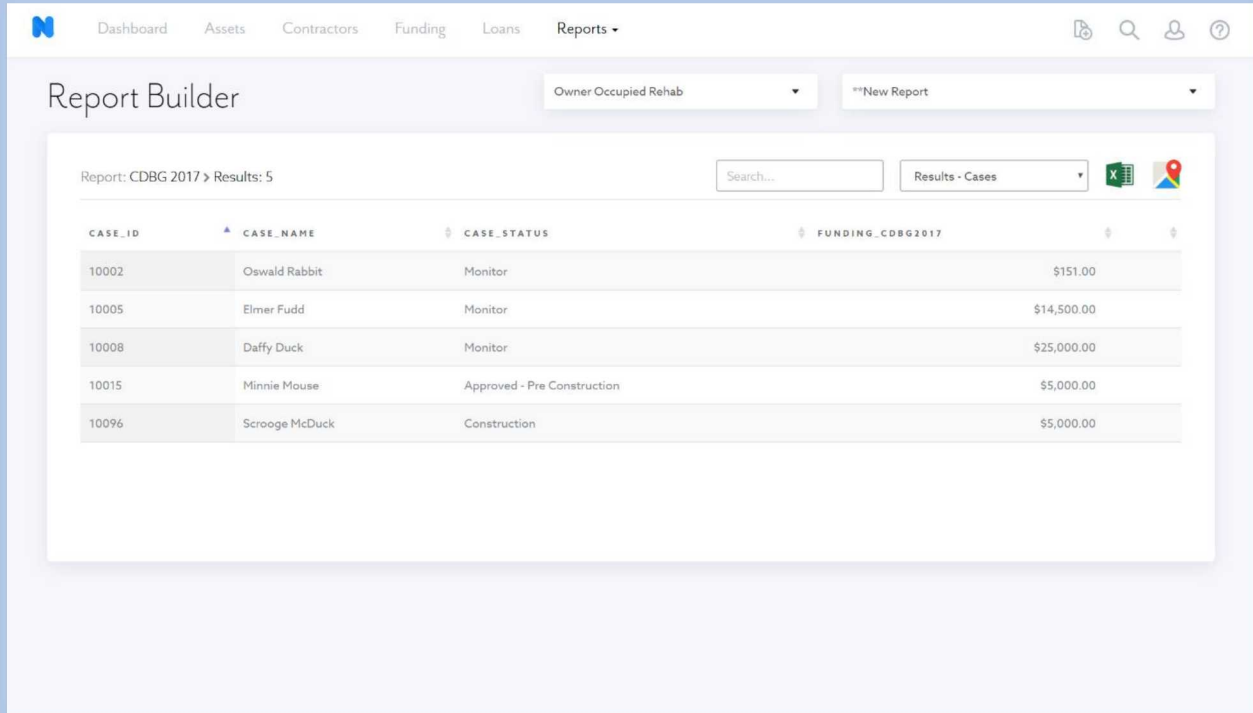
ID	NAME	CASE	ADDRESS	% COMPLETE
10002 - 27	Roof Work	Oswald Rabbit	1721 Springer St	71 %
10008 - 42		Daffy Duck	1000 Peachtree Street	0 %

Available Opportunities (0)

ID	NAME	CASE	ADDRESS	CLOSE DATE
No bid opportunities are currently available				

Previous Bids (2)

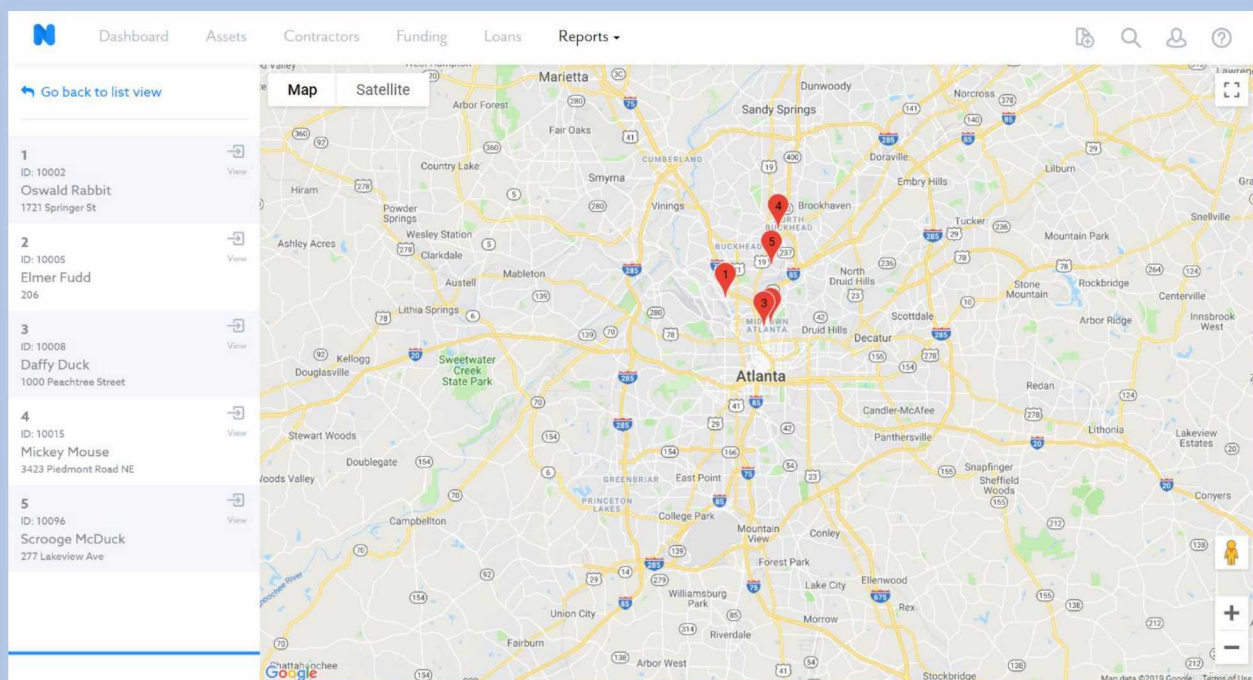
ID	NAME	CASE	ADDRESS	CLOSE DATE	STATUS
10002 - 46	Roof Work (Bid Complete)	Oswald Rabbit	1721 Springer St	8/7/2018 05:00 PM	Submitted
10008 - 47	Floor Work	Daffy Duck	1000 Peachtree Street	9/28/2018 05:00 PM	Submitted



Report: CDBG 2017 > Results: 5

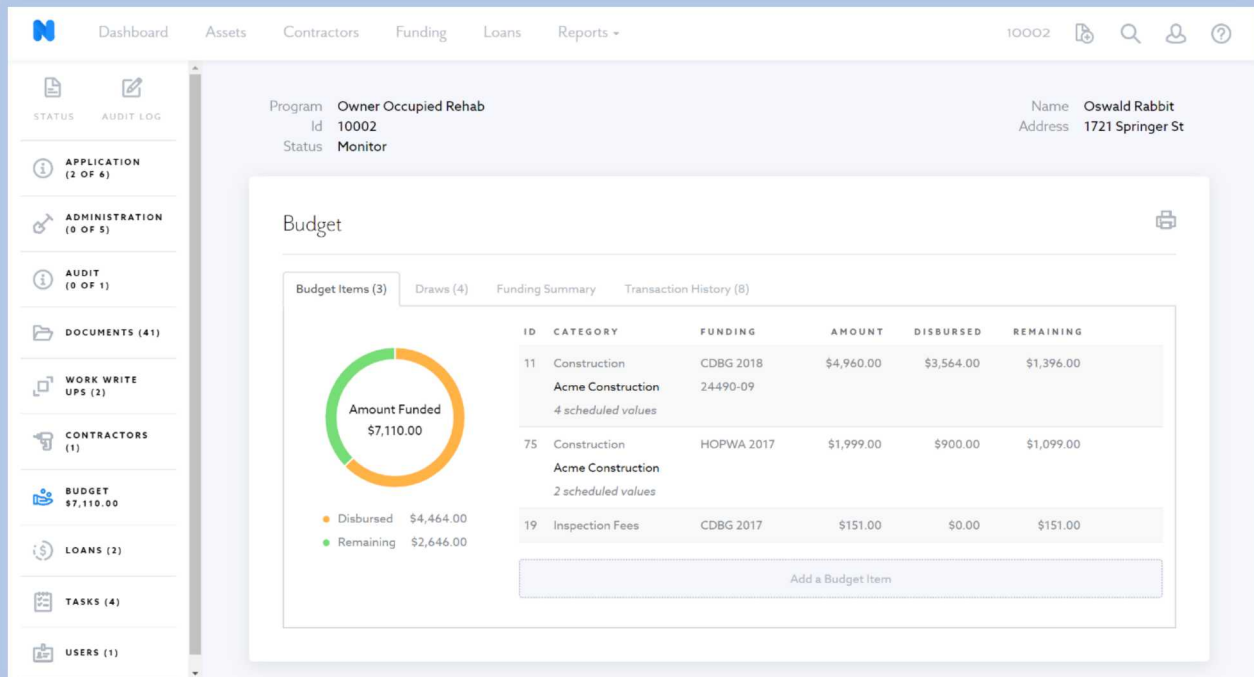
CASE_ID	CASE_NAME	CASE_STATUS	FUNDING_CDBG2017
10002	Oswald Rabbit	Monitor	\$151.00
10005	Elmer Fudd	Monitor	\$14,500.00
10008	Daffy Duck	Monitor	\$25,000.00
10015	Minnie Mouse	Approved - Pre Construction	\$5,000.00
10096	Scrooge McDuck	Construction	\$5,000.00

Build your own customized reports by each program and view a variety of pre-configured reports and pin the locations on a map.

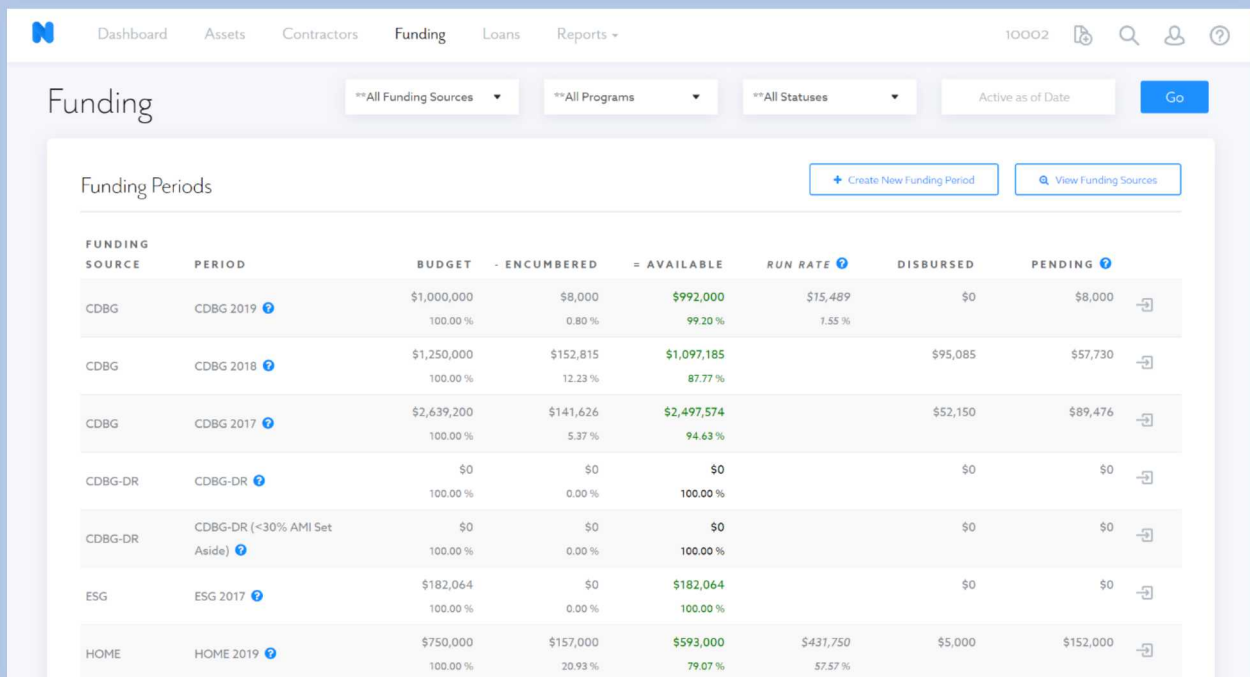


Go back to list view

- 1 ID: 10002
Oswald Rabbit
1721 Springer St
- 2 ID: 10005
Elmer Fudd
206
- 3 ID: 10008
Daffy Duck
1000 Peachtree Street
- 4 ID: 10015
Mickey Mouse
3423 Piedmont Road NE
- 5 ID: 10096
Scrooge McDuck
277 Lakeview Ave



Manage budgets, accept invoice/draws online, blend multiple funding sources and track expenditures.





Neighborly Software

Helping Communities Help People



OUR MISSION

We are purpose-driven people and dedicated to serving something bigger than ourselves.

Helping Communities Help People is at the heart of all we do. It's how we've designed our software, and how we deliver unmatched experiences to our Neighbors.



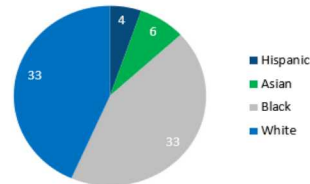
OUR TEAM



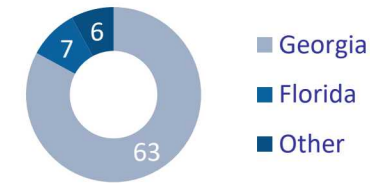
Gender



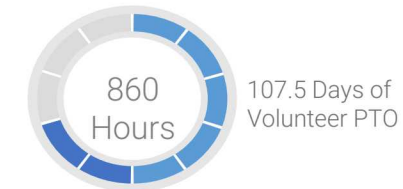
Race



Location



Volunteer



OUR SOLUTIONS

Market-leading HUD & Treasury Program Management

Housing, Economic & Community Development

Administer 20+ HCD activities with an end-to-end application designed specifically for the public sector.



Housing Choice Voucher Program

Gain agency-wide oversight and streamlined management of PHA's, vouchers, finance, and compliance on a single, connected solution.



Disaster Recovery - MIT Programs

Help your community recover from natural disasters by administering CDBG-DR&MIT activities on an integrated, comprehensive platform.



OUR NEIGHBORHOOD: 400+ PUBLIC SECTOR CLIENTS



10 Neighbors in the Keystone State

- Berks County
- Bucks County
- Northampton County
- Lancaster County
- Cumberland County
- PHFA
- Scranton
- Bethlehem
- Habitat Bucks
- Habitat Mont Del Co.



HOUSING, ECONOMIC & COMMUNITY DEVELOPMENT

The Market Leaders for HCD Program Management

Over 30% of all jurisdictions in the US use Neighborly Software to manage their housing & community development programs. Our platform administers 20+ HCD activities with a software solution specifically designed for the public sector.

- Down Payment Assistance
- Public Service Grants (CDBG, CSBG)
- Homeless Solution Grants (ESG, HOPWA)
- Affordable Housing Development
- Asset Management (Housing)
- Tenant Based Rental Assistance
- Housing Rehabilitation
- Home Accessibility Modifications
- Emergency Home Repairs
- Weatherization Assistance (WAP)
- Lead Hazard Remediation
- Property Acquisition & Demolition
- Public Infrastructure
- Community Land Trust
- Community Land Banks
- Commercial Facade Improvements
- Economic Development
- Micro-Enterprise Grants/Loans



CONNECT AND EMPOWER STAFF AND STAKEHOLDERS

SUB-RECIPIENTS

- Apply for public service grants
- Complete accomplishment reports
- Manage/track budget and make Draw requests

INSPECTORS

- Complete home inspections, including photos (mobile)
- Develop work write ups from over 900 specifications
- Estimate project costs
- Create work write up templates for future use

CONTRACTORS & DEVELOPERS

- Register and update business information
- Submit construction bids & change orders
- Make draw request

PROPERTY MANAGERS

- Upload rent rolls
- Respond to cure notices
- Request rent increases

BENEFICIARIES

- Apply for Community Development programs
- Attest to annual program compliance
- Check loan balances / forgiveness event

ADMINISTRATORS

- Enroll and qualify program applicants
- Manage projects, funding, and monitor program compliance
- Track and manage deferred, forgivable and amortized loans
- Generate standard and ad-hoc reports



A black and white photograph of a woman with short, curly hair, wearing a light-colored, short-sleeved top. She has a wide-eyed, open-mouthed expression of shock or panic, with her hands raised in front of her. To her right is a large, disorganized stack of papers and folders, some yellowed with age, suggesting a chaotic or overwhelming situation.

- Local governments are still burdened by paper
- Manual processes
- Spreadsheets that manage spreadsheets
- Antiquated and Time-consuming reporting
- Untimely distribution of funds
- Staff burnout
- *Mantra: "That's how we've always done it".*

AN INTEGRATED SOLUTION THAT DRIVES EFFICIENCY



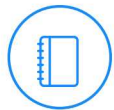
Online

Eliminate rekeying data and filing paper copies with online application and document storage.



Document Generation

Generate promissory notes, deeds and other program documents with the click of a mouse.



Validation

Reduce incomplete applications with software guided application and validation process.



Reporting

Understand program results with real time dashboards and pre-configured reports.



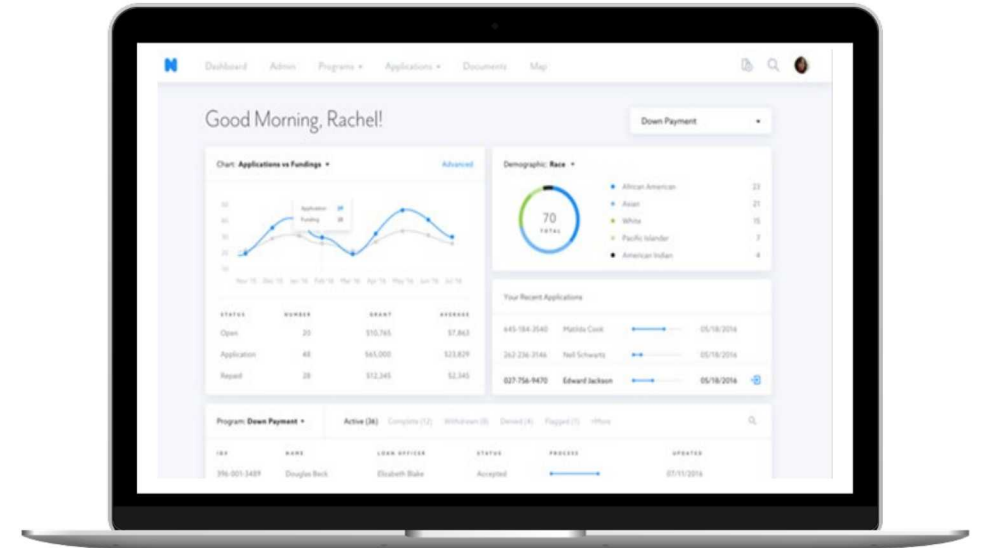
Workflow

Improve cycle time with automated workflow and approval routing.



Self Service

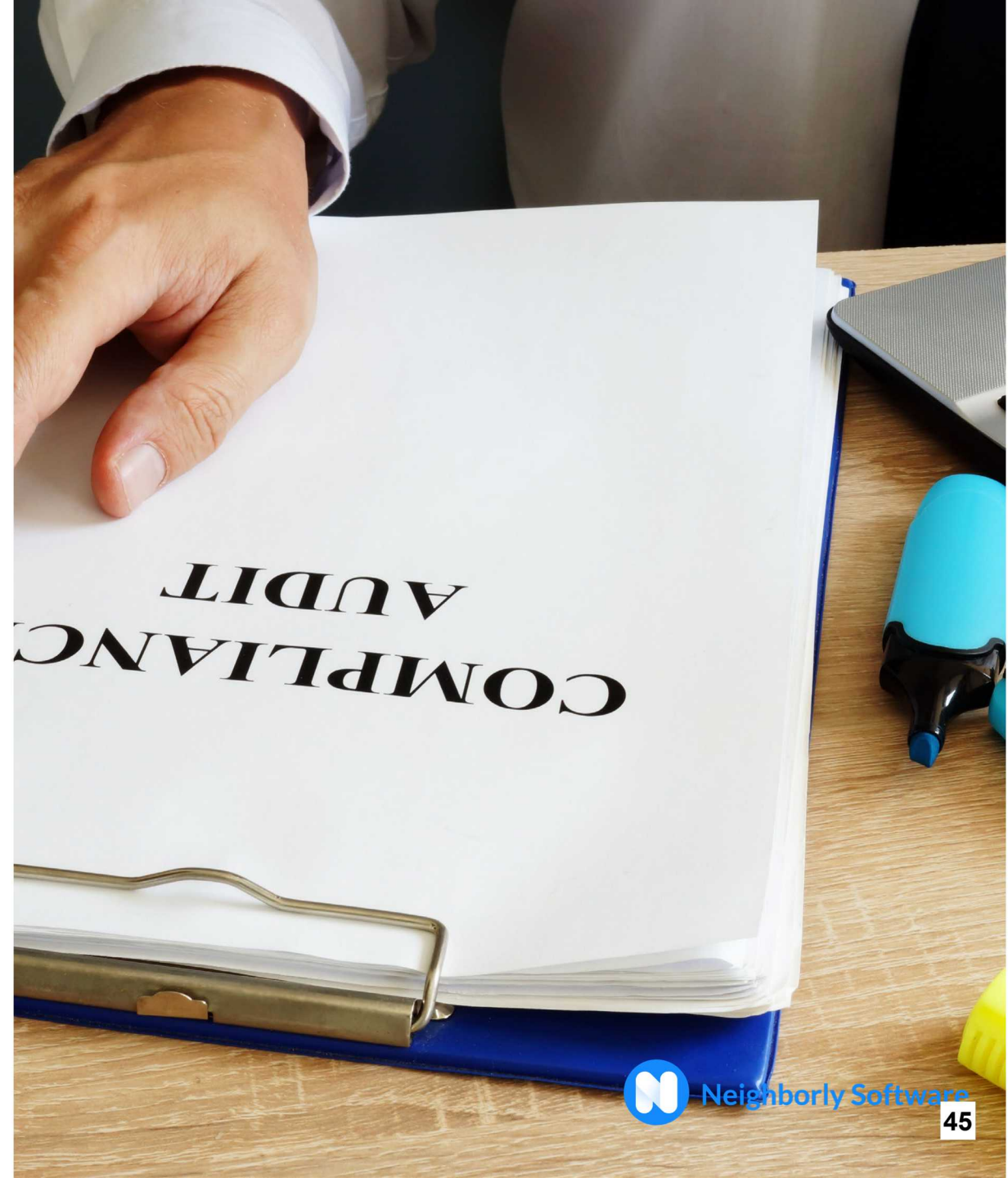
Reduce inquiries by enabling self service access to account information 24/7.



AN AUDIT-PROOF OPERATION

"Oh good, the auditors are coming"
- said Nobody

- Access audit log that includes a time stamp of all transactions/approvals completed
- Ensure collection and storage of all beneficiary supporting documentation
- Enforce principal residency requirements during the period of affordability
- Reconcile and report on program income
- Evaluate real-time, sub-recipient activities and results
- Produce accurate and auditable CAPERs data

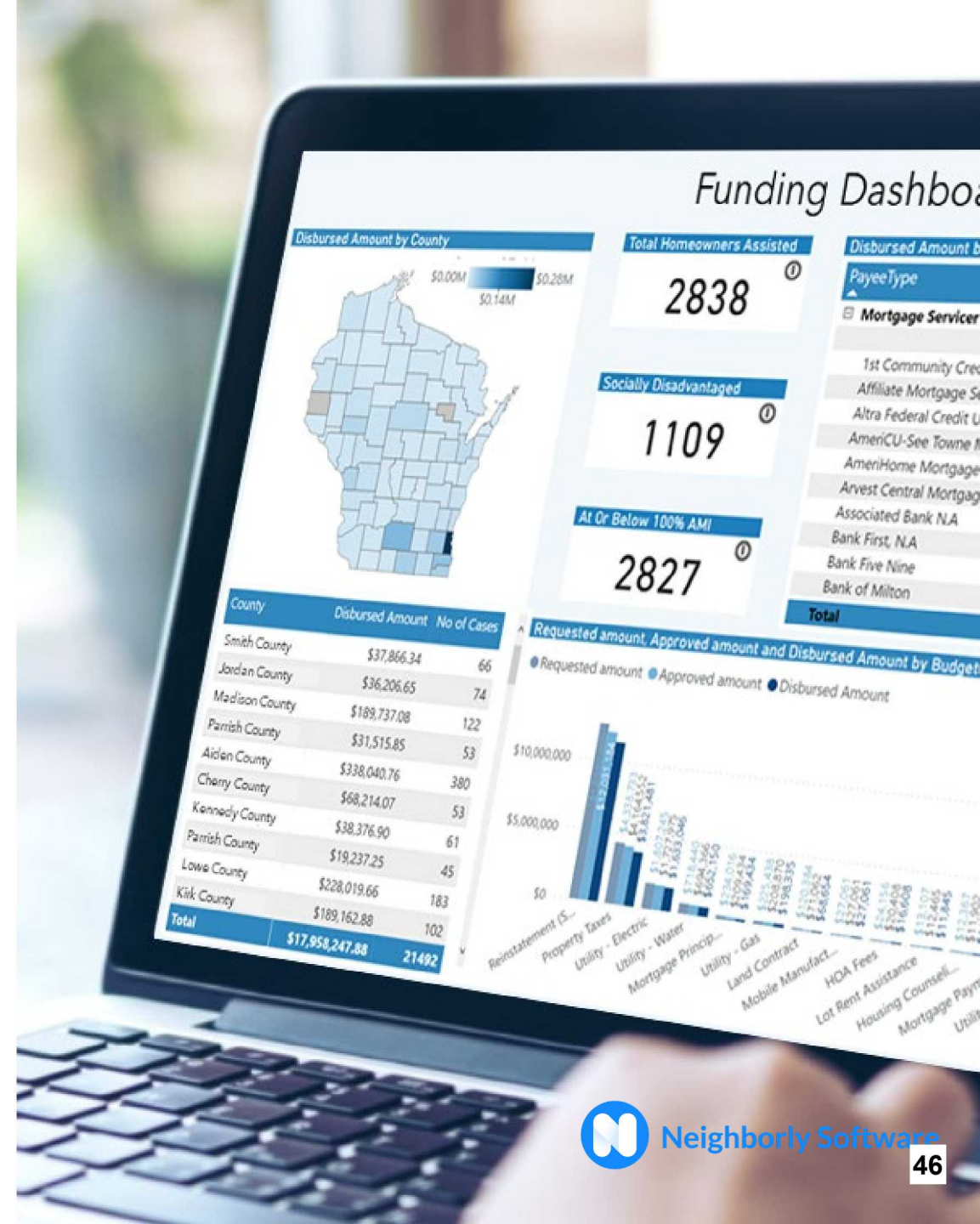


NEIGHBORLYTICS: DAAS

Data as a service for HUD Program Management -- powered by Snowflake®

Put your data to work by leveraging Neighborlytics DaaS for more informed decision-making and better ways to show and tell your results. Find answers fast and take your organization from reactive to proactive on a more secure platform

- Connect directly to your Snowflake Data Warehouse & eliminate APIs/third-party data file sharing
- Access your data through tables for Cases, Submissions, Audit Logs, Draws, Funding, Income Sources, Transactions
- Stream analytics in near real-time (15-minute intervals)
- Connect Snowflake with various reporting software
- Create your own unique data pulls
- Generate custom, embedded, and public visualization reports



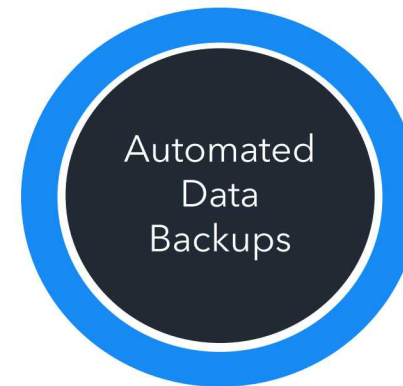
SECURITY THAT KEEPS YOU SAFE & SOUND



- Stored in US FedRAMP certified Tier IV Microsoft datacenters
- Geo-replication across multiple data centers
- Encryption of all data "at rest" and "in transit"



- Supported on all web browsers
- 60+ languages
- Meets Tier 2 AA accessibility requirements



- Weekly data backups performed automatically and stored for 12 months
- Point In Time Restore to any point within the last 35 days



- Tenant-specific audit log tracks all activity with User Id and IP address logging
- Session timeout warnings & auto-logout
- Separate tenant database architecture logically isolates client data



Neighborly Software

THANK YOU!

neighborlysoftware.com