

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Tuesday, July 6, 2021

11:00 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

Minutes

Discuss and decide on meeting minutes.

Public Hearing and first consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code, related to Home Occupations and Floodplain Overlay District.

Discuss and authorize Chair to sign a contract with Benevate Inc. for use of the Neighborly Software for implementation of the Emergency Rent Assistance II (ERA 2) program.

Discuss a Vacancy Form requesting a Deputy Auditor – Tax Services for the Auditor's office.

Approve Application for Display Fireworks Permit for F. B. & Co., for a display at 4185 Whittier Rd, Central City, on July 10, 2021 (rain date is July 17, 2021).

Approve Application for Display Fireworks Permit for Dave Hulshizer, for a display at 2549 Janette Nehl Ln, Central City, on August 14, 2021 (rain date is August 21, 2021).

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations

Discuss and decide on Employment Change Roster (payroll authorizations).

Claims

Discuss and decide on claims.

Correspondence**Appointments****Adjournment**

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.

Prepared by Jessie Black
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY ORDINANCE # _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 107**

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. SEE ATTACHMENT A

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 6th day of July, 2021

Second consideration on the 7th day of July, 2021

Third and final passage on the 14th day of July, 2021

Published in the Gazette on the 20th day of July, 2021.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2021 and published as provided by law on _____, 2021.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2021.

Notary Public, State of Iowa

ATTACHMENT A

Language that is added to the section will be displayed as underlined text and deleted language will be represented as ~~strikethrough~~ text.

ARTICLE VI, SPECIFIC DEVELOPMENT STANDARDS, SECTION 107-113.- STANDARDS FOR RESIDENTIAL USES:

1. Table 107-113 Home Occupation Requirements Summary:

Lot or Parcel size	Total floor area of home occupation		Maximum number of nonresident employees on premises at any one time		Minimum number of off-street parking spaces	Maximum size for allowed sign	
	Permitted ¹	Conditional ²	Permitted	Conditional		Permitted	Conditional
<u>1.00 or Less</u>	<u>Limited to residence</u>	<u>750 sq. ft.</u>	<u>Not Allowed</u>	1	2	<u>Not Allowed</u>	<u>8 sq. ft.</u>
Up to <u>1.01 to</u> 1.99 acres	Limited to residence	750 <u>1,000</u> sq. ft.	Not Allowed	1	2	Not Allowed	8 sq. ft.
2.00 to <u>4.99</u> acres	Limited to residence	1,000 <u>1,200</u> sq. ft.	Not Allowed	2	3	Not Allowed	12 sq ft
5.00 to <u>9.99</u> acres	Limited to residence	1,500 <u>1,750</u> sq. ft.	Not Allowed	3	4	Not Allowed	16 sq. ft.
10 acres or more <u>greater</u>	Limited to residence	2,500 sq. ft.	Not Allowed	5	6	Not Allowed	32 sq. ft.

ARTICLE VII, ZONING CLASSIFICATIONS, DENSITY, DIMENSIONAL STANDARDS AND ALLOWED USES, SECTION 107-144, - FLOODPLAIN OVERLAY DISTRICT:

2. Subsections (b) and (c):

- (b) Geographic location. The Floodplain Overlay District shall apply to all lands within the jurisdiction of the county as shown on the flood ~~boundary and floodway~~ insurance rate maps to be within the base flood elevation (BFE) boundaries.
- (c) Establishment of official floodplain zoning map. The county and incorporated areas flood insurance rate map (FIRM), prepared as part of the Federal Emergency Management Agency (FEMA) flood insurance study, dated ~~April 5, 2010~~ July 20, 2021, and digital FIRM equivalents are hereby adopted by reference and declared to be the official floodplain zoning map.

3. Subsection (e)(1)(d)(1):

d. Record and maintain a record of:

1. The elevation (in relation to ~~National Geodetic Vertical Datum 1929~~ or North American Vertical Datum 1988) of the lowest floor of all new or substantially improved structures; or

4. Subsection (e)(2)(a)(6):

6. Elevation (in relation to ~~National Geodetic Vertical Datum 1929~~ or North American Vertical Datum 1988) of the lowest floor (including basement) of building or of the level to which a building is to be floodproofed.

5. Subsection (g)(3):

- (3) Floodway district performance standards. All floodway district ~~uses~~development allowed as a permitted or conditional use shall meet the following standards:
 - a. No ~~use~~development shall be permitted in the floodway district that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - b. All ~~uses~~development within the floodway district shall:
 1. Be consistent with the need to minimize flood damage.
 2. Use construction methods and practices that will minimize flood damage.
 3. Use construction materials and utility equipment that are resistant to flood damage.
 - c. No ~~use~~ development shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch, or any other drainage facility or system.
 - d. Structures, buildings, recreational vehicles, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the floodway fringe district and shall be constructed or aligned to present the minimum possible resistance to flood flows.
 - e. ~~Buildings~~ Structures, if permitted, shall have a low flood damage potential and shall not be for human habitation.

6. Subsection (g)(5) & (g)(5)(a)(1)

- (5) Floodway fringe district performance standards. All ~~uses~~development must be consistent with the need to minimize flood damage and shall meet the following applicable performance standards. Until a regulatory floodway is designated, no use or development may increase the base flood elevation more than one (1) foot.
 - a. All structures or development shall:
 1. Be designed and adequately anchored to prevent flotation, collapse or lateral movement of the structure;

7. Subsection (g)(5)(b)(2)

- (2) When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2% annual chance flood; and that the structure, below the 0.2% annual

chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988 or ~~National Geodetic Vertical Datum 1929~~) to which any structures are floodproofed shall be maintained by the Administrator.

8. Subsection (g)(5)(d)

- d. Non-residential structures. All new or substantially improved non-residential structures shall have the lowest floor (including basement) elevated a minimum of two feet above the base flood elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the state shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood; and that the structure, below the base flood elevation, is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to ~~National Geodetic Vertical Datum 1929~~ or North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the zoning administrator.

9. Subsection (g)(5)(d)

- i. No usesdevelopment shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch, or other drainage facility or system.

13. Subsection (g)(6)

- (6) General floodplain district permitted uses. All usesdevelopment within the general floodplain district shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet the applicable performance standards of the general floodplain district and receive any additional permit approvals as required by the U.S. Army Corps of Engineers or Iowa department of natural resources.
 - a. Any usesdevelopment which involves placement of structures, factory-built homes, fill or other obstructions, storage of materials or equipment, excavation or alteration of a watercourse shall be reviewed by the department of natural resources to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the base flood elevation. The applicant shall be responsible for providing the department of natural resources with sufficient technical information to make the determination.

14. Subsection (g)(7)

- (7) General floodplain district performance standards
 1. All usesdevelopment, or portions thereof, to be located in the floodway as determined by the department of natural resources shall meet the applicable provisions and standards of section 107-144(g)3.
 2. All usesdevelopment, or portions thereof, to be located in the floodway fringe as determined by the department of natural resources shall meet the applicable provisions and standards of the floodway fringe district section 107-144(g)5.

15. Subsection (i)

- (i) Performance standards for recreational vehicles ~~not associated with a campground~~. Recreational vehicles may not be parked on-site for more than 180 days in a calendar year and must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on wheels or a jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions. Recreational vehicles on site for more than 180 days shall be consider factory built homes and must comply with section 107-17744(g)5.f.

BENEVATE INC. (dba NEIGHBORLY SOFTWARE) SAAS SERVICES ORDER FORM

Customer: Linn County Community Services	Contact: ASHLEY Z. BALIUS, MSUR, Community Services & Assistance Director
Address: 1240 26 th Ave. Ct. SW Cedar Rapids, IA 52404	Name: Ashley Z. Balius Phone: 319-892-5609 E-mail: Ashley.Balius@linncounty.org
Financial/Invoice Name and Contact Information: Linn County Community Services	Name: Michel Graham Phone: 319-592-5605 Email: Michel.Graham@linncounty.org
Services: Company will use commercially reasonable efforts to provide Customer the services described in the Services Statement of Work ("SOW") attached as Exhibit A hereto (the "Services").	
Services Fees: \$47,700 per year, payable annually in advance, subject to the terms of Section 4 and Per User Pricing attached as Exhibit D hereto.	Initial Service Term: ONE YEAR FROM EFFECTIVE DATE
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Implementation Services Statement of Work attached as Exhibit C hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee at Effective Date. Implementation Fee (one-time): \$5,000.00	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this ____ day of _____ 2021 (the "Effective Date") between Benevate Inc with a place of business at 3423 Piedmont Rd. NE, Suite 550, Atlanta, GA 30305 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

BENEVATE Inc.:

LINN COUNTY, IA

By: _____

By: _____

Name: J. Jason Rusnak

Name: _____

Title: President, Benevate Inc

Title: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto.

1.2 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services as described in accordance with the Service Level Terms attached hereto as Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

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

2.2 Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

2.4 Customer agrees that each set of login credentials (email address and password) for the Services may be used only by a single, named user ("Authorized User"). At no time is it permissible for an Authorized User to share their login credentials. The number of Authorized Users licensed hereunder is specified on Exhibit D: Per User Pricing or as formally requested in writing later in the contract term. Customer agrees to notify Company of any unauthorized user access of which Customer becomes aware.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by

Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information.

3.2 Customer shall own all right, 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.

3.3 Company shall own and retain all right, 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 Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.4 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.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services (paid annually in advance) and Implementation Services (at time of engagement) in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). Per User Pricing, set forth on Exhibit D, shall increase by no more than 3% (the "Renewal Price Cap"), applied to the then-effective Per User Pricing set forth on Exhibit D at the time of renewal. The aforementioned Renewal Price Cap shall be forfeited if the Services are not renewed prior to the termination date of the initial Service Term or then current renewal term; in which case, the fees for any subsequent renewal shall be calculated according to Company's then-current pricing.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices must be received by Company thirty (30) days after the mailing date of the invoice. 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. If Customer has a valid direct-

pay permit, you agree to provide us with a copy. For clarity, Company is responsible for paying Company's income taxes, both federal and state, as applicable, arising from Company's performance of this Agreement.

4.3 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 endeavor, upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement, to provide prompt written notice within 30 days of such event.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form and shall be renewed for additional periods of the same duration as 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.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.3 Upon the termination of this Agreement Company shall, within five (5) business day following the termination of this Agreement, provide Customer, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Customer Data in electronic format. Further, Company shall certify to Customer the destruction of any Customer Data within the possession or control of Company, but such destruction shall occur only after the Customer Data has been returned to Customer. This Section shall survive the termination of this Agreement.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control,

but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNITY

As permitted by law, Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, 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; Company will not be responsible for any settlement it does not approve in writing.

8. LIMITATION OF LIABILITY

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

9. INSURANCE

9.1 During the course of performing services under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$2,000,000 in aggregate and \$1,000,000 each occurrence; (b) Professional Liability (E&O) of at least \$5,000,000; (c) Cyber Liability of at least \$5,000,000; (d) Commercial Auto Insurance for Hire and Non-owned vehicles of at least \$1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will add Customer as an additional insured, primary and noncontributory, to our Commercial General Liability policy. Company will provide Customer with copies of certificates of insurance upon Customer's written request.

10. MISCELLANEOUS

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

10.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. This Agreement is not assignable or transferable by Company except with Customer's prior written consent.

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

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

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

10.6 Company may use Customer's name and logo in a list of customers section on its website.

10.7 This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Iowa.

EXHIBIT A

Services Statement of Work

1. SaaS Services Description. Company will provide Customer with hosted software for the enrollment, qualification, administration and reporting of the following activities:

- a. Emergency Rental Assistance Program (ERAP) Module

Company will make available to Customer all updates, and any documentation for such updates, to the Services. Company 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.

- 2. Training Services. Company will conduct one (1) four (4) hour virtual training sessions, which may be recorded by Customer. The purpose of the training sessions is to familiarize administrator personnel with the workflow and functionality of hosted software.
 3. Technical Support. Company will provide Technical Support to Customer via electronic mail on weekdays during the hours of 9:00 am through 7:00 pm Eastern time, with the exclusion of Federal Holidays (“Support Hours”). Customer may initiate a helpdesk ticket during Support Hours by emailing support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.
 4. Data Storage. Company agrees that any and all Customer data will be stored, processed, and maintained solely in data centers located in the United States.
 5. Backup and Recovery of Customer Data. As a part of the Services, Company is responsible for maintaining a backup of Customer Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within four (4) hours at any point in time.
 6. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach 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: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) 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 or as otherwise required by Customer; (c) in the case of Personally Identifiable Information (PII), at Customer’s sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for six (6) months following the date of notification to such individuals; I perform or take any other actions required to comply with applicable law as a result of the occurrence; Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Company’s representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Company has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Company. This Section shall survive the termination of this Agreement.

EXHIBIT B

Service Level Terms

The Services shall be available 99.5%, 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."

1) Definitions.

(a) "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available for normal use.

(b) "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.

(c) "Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.

(d) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

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

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

(a) Where Percentage Uptime is equal to or greater than 99.5%, no Performance Credit will be due to Customer.

(b) 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)

EXHIBIT C

Implementation Services Statement of Work

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

- 1) **Company Key Roles.** Company 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 Company 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:
 - Kickoff meeting
 - Program Design and Documentation
 - System Configuration and Signoff
 - Data Review and Validation
 - Administrator Training
 - Historical Data Collection (if applicable)
- 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 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.
 - e. Historical data conversion
 - (Optional) Upload Customer historical "active" data (i.e. outstanding loans, grants, etc.) to be provided by Customer in an electronic format specified by Company and priced in Exhibit D.
- 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. Provide historical data in electronic format specified by Company
 - e. Test and approve system configuration
 - f. Provide final sign off that the system meets all requirements ("Go Live")
 - g. Participate in administrator training session

EXHIBIT D**Unlimited User/Program Pricing**

Additional programs may be added at any time. Additional user/administrative licenses may be purchased, pro-rata to the Initial Service Term, based on the pricing table below. Each license is billed annually in advance.

CLIENT

ASHLEY Z. BALIUS, MSURP
Community Outreach & Assistance Director
LINN COUNTY COMMUNITY SERVICES
1240 26th Ave. Ct. SW | Cedar Rapids, IA 52404

IMPLEMENTATION & ONGOING SUPPORT	PRICE	FREQ	FEE	AMOUNT
Software Implementation of ERAP Module	\$5,000	ONE TIME	1	\$5,000
- Software Configuration for Tenant & Landlord Applications	Included			
- Software Configuration Reviewer & Payment Workflow	Included			
- Administrator Training (4 hrs Virtual)	Included			
- Hosting/Security in Microsoft FedRAMP Data Center	Included			
- Technical Support 8am - 7pm EST	Included			
- Data Storage, Backup and Recovery	Included			
ONE TIME TOTAL				\$5,000

PRICING: UNLIMITED USERS	USER PRICE	GRANT (\$)	FEE	ANNUAL PRICE
Unlimited Number of Licensed Treasure Allocation - Linn County, Iowa	% of Grant	5,300,000	0.9%	\$ 47,700

** 5 minimum user license*

ANNUAL RECURRING TOTAL	\$47,700
TOTAL	\$52,700