



**PATCHOGUE COMMUNITY DEVELOPMENT AGENCY
WORKING AGENDA FOR MEETING OF
April 1, 2021
6:00 PM**

- I. Pledge of Allegiance**
- II. Public Safety Statement**
- III. Approval of Minutes**
 - a. Approval of Minute of March 4, 2021
- IV. Financial Report**
 - a. Approve Payment of Accountant Invoice
 - b. Financial Report
- V. Community Development Block Grant Program**
 - a. Village Hall Handicap Ramp Status Report
 - b. Church Street Sidewalks Status Report
 - c. Motion to Affirm Resolution for FY21 CDBG Budget
 - d. Patchogue CDA Long Range Planning Discussion
- VI. Housing Choice Voucher Program**
 - a. Boodskapper/Bob.ai Program Purchase
- VII. Public Authority Items**
 - a. Review of Mission Statement and Performance Measures
 - b. Report Filing of Budget with ABO
 - c. Governance and Audit Committee Meetings
- VIII. Other Business**
 - a. Set hourly salary for Teresa Reilly
- IX. Public to be heard**
- X. Adjourn**

PATCHOGUE COMMUNITY DEVELOPMENT AGENCY
MINUTES FOR MEETING OF
March 4, 2021
6:00 P.M.

Present: Donald Wachsmuth, Toni Dean, Susan Brinkman, Patrick McHeffey, Javier Kinghorn, Kaetlyn Jackson

Also Present: Marian Russo

Call meeting to Order at 6:02 pm

- I. Pledge of Allegiance
- II. Approval of Minutes
 - a. Motion to approve Minutes of February 4, 2021, motion made by Member Patrick McHeffey seconded by Susan Brinkman, vote, motion carries.
- III. Financial Report –
 - a. Section 8
 - i. T Reilly worked with accountant Michele Yen to close the Section 8 program for the calendar year the REAC Report was filed on February 27, 2021.
 - b. CDBG
- IV. CDBG Project/Budget Lines
 - a. Handicapped Ramp- Progress report
 - b. Church Street Sidewalks: Project description for Town of Brookhaven provided for a project total of \$179,141.10
 - i. Proposals from DeAI Concrete Corp:
 - i. Estimate 538-South Side of Church Street from Railroad Avenue going east approximately 500 feet: \$101,425.30
 - ii. Estimate 537-North side of Church Street from Railroad Avenue approximately 250 feet: \$55,308.30
 - iii. Estimate 541 – North Side at 21 Church Street – 70 linear feet of sidewalk and 90 linear feet of curb: \$12,529.70
 - iv. Motion to approve proposals 538, 537, and 541 of DeAI Concrete in the total sum of \$169,263.30 by Member Toni Dean 2nd Member Susan Brinkman, vote, motion carried.
 - v. Motion authorizing Marian Russo to submit a project description to the Town of Brookhaven for the Church Street Project for the sum of \$179,141.10 which sum represents \$16,641.10 from FY2018; \$112,500 from FY2019 and \$50,000 from FY2020 CDBG Budgets. Motion made by Member Kaetlyn Jackson, seconded by member Patrick McHeffey, vote, motion carries.
 - c. 2021 Projects –
 - i. Discussion about projects
 - i. Rider Avenue and Main Street in the sum of \$50,000.00
 - ii. ADA Compliant trail from 380 Bay Avenue to Garden: \$7,000.00
 - iii. ADA Portion of Village Website: \$10,000
 - a. S Brinkman stated to put this funding to another project, they will try for other funding for this.
 - iv. Two Solar Charging Stations with Bench \$12,000 – location to be determined by Village
 - a. Discussion in regards the locations for charging stations

- v. Public Art: Cast Iron Archway at Theatre Walkway \$33,500.00
 - a. add 10,000 to the archway from the ADA portion of the website.
- vi. The CDA board members asks for more time for discussion on projects. M Russo to poll the board for approval in regards to CDBG 2021 Projects and Budgets. The board will be polled for approval.

V. Section 8

- a. Town of Brookhaven Waiting List opening on March 8th until March 12th. The application can be found at Brookhavenny.gov. Long Island Housing partnership also has a mortgage and rental arrears assistance program for anyone in need of assistance.
- b. Motion to approve payment to MRI for License Renewal for Happy Software used in the administration of the Section 8 program in the sum of \$6,412.49 motion made by Member Toni Dean, seconded by Javier Kinghorn, vote, motion carries.
- c. Long Island Housing Services Webinar on Housing Choice Voucher Renter's rights.

VI. Public Authority

- a. Public Hearing on 2022-2025 budget
 - i. Public Hearing - M Russo read the Public Hearing notice in regards to the 2022-2025 Budget.
- b. Motion to adopt budget as presented motion made by Member Susan Brinkman seconded by Member Patrick McHeffey, vote, motion carries.
- c. Review of Mission Statement and Performance Measurement
 - i. Board to review to include new and current ideas to be presented and discussed at Aprils Board meeting.

VII. Other Business:

- a. Amy Russo not interning she accepted a position with Robert Calarco's office
- b. Report on Vaccines – the CDA was able to book vaccine appointments for the local community. We received an allocation of about 100 appointments. The section 8 participants over 65 were assisted with scheduling Vaccine appointments and also additional Village residents received appointments. M Russo is continuing to lobby for additional locations in Patchogue.

VIII. Public to be heard

- IX. Motion to adjourn made by Member Patrick McHeffey seconded by Member Toni Dean, vote, all in favor.

- X. Meeting adjourned at 7:18 pm

Next Meeting April 1, 2021



Agenda Summary

Approve Payment of Accountant Invoice

Background

Seeking approval of payment of invoice of PKF O'Connor Davies f/k/a AVZ for accounting services rendered in connection with the 12/31/20 year close for the Section 8 Housing Choice Voucher Program and submission of information to the HUD Real Estate Assessment Center in the sum of \$8,125.00

Additional Information

ATTACHMENTS:

Description	Upload Date	Type
PKF O'Connor Davies Invoice	3/31/2021	Cover Memo



CDA

MAR 28 2021

VILLAGE OF PATCHOGUE RECEIVED

Date 03/19/2021

Village Of Patchogue
Community Development Agency
P.O. Box 719
Patchogue, New York 11772

Client No. 2402819.001 Invoice No. 536873

For Professional Services Rendered

E.I.N. 27-1728945

For services rendered for the period February 2021 in connection with accounting services per our engagement letter dated December 31, 2020. See detail of time attached:

Assistance with December 31, 2020 REAC

\$ 8,125.00

2021 Cumulative Billings to Date:

This Invoice: 8,125.00
\$ 8,125.00

Pay Online: https://www.pkfod.com/onlinepayment/

Wire/ACH Instructions:

Account: 4306383730 Beneficiary: PKF O'Connor Davies, LLP
ABA: 026013673 Beneficiary Address: 500 Mamaroneck Avenue, Suite 301 Harrison, NY 10528
Swift Code: NRTHUS33XXX
Bank Name: TD Bank
Bank Address: 285 Mamaroneck Avenue, White Plains, NY 10605 (Do not mail checks to this address)
(Please reference Client No. 2402819.001 and Invoice No. 536873 on your remittance)

PKF O'Connor Davies, LLP
25 Suffolk Court Hauppauge, NY 11788 | Tel: 631-434-9500 | www.pkfod.com

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Village of Patchogue CDA
WIP Date From 2/1/2021 To 2/28/2021

Client No.	Eng Num	Name	First Name	Last Name	S/C	WIP Date	Hours	Rate	WIP Amount
2402819	001	Village Of Patchogue	Michele	Yen	BK320	2/16/2021	0.50	250.00	125.00
2402819	001	Village Of Patchogue	Michele	Yen	BK320	2/18/2021	1.00	250.00	250.00
2402819	001	Village Of Patchogue	Michele	Yen	BK320	2/19/2021	5.00	250.00	1,250.00
2402819	001	Village Of Patchogue	Michele	Yen	BK320	2/22/2021	11.00	250.00	2,750.00
2402819	001	Village Of Patchogue	Michele	Yen	BK320	2/23/2021	8.00	250.00	2,000.00
2402819	001	Village Of Patchogue	Michele	Yen	BK320	2/24/2021	0.50	250.00	125.00
2402819	001	Village Of Patchogue	Michele	Yen	BK320	2/25/2021	5.50	250.00	1,375.00
2402819	001	Village Of Patchogue	Michele	Yen	BK320	2/26/2021	1.00	250.00	250.00
							32.50		8,125.00
GrandTotal:							32.50		8,125.00



Agenda Summary

Motion to Affirm Resolution for FY21 CDBG Budget

Background

At the March 4, 2021 meeting the CDA Board discussed projects for the FY21 CDBG Budget. As the board did not come to a final decision and the budget and budget descriptions were due on March 12, 2021, the Executive Director was directed to poll the Board for approval on a final budget. The board was polled and a resolution passed:

RESOLVED, that the CDBG budget for FY2021 be allocated as follows: \$15,000 for Administration; \$22,500 for Public Services for Housing Services and Referral Information; \$50,000.00 for the FY21 CDBG VOP Main Street and Rider Improvement Project and \$62,500 for the FY21 CDBG VOP Division Street Handicapped Ramp and Sidewalk Improvement Project.

The may now affirm the polling of the board.

Additional Information

ATTACHMENTS:

Description	Upload Date	Type
1-2021 Resolution	3/31/2021	Cover Memo

**VILLAGE OF PATCHOGUE
COMMUNITY DEVELOPMENT AGENCY
14 BAKER STREET, ROOM 5
PATCHOGUE, N.Y. 11772**

RESOLUTION NO. 1-2021

Through a polling of the board which occurred on March 11, 2021 the following resolution was adopted

**A RESOLUTION ADOPTING A BUDGET ALLOCATING COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR FY2021**

WHEREAS, the Village of Patchogue Community Development Agency is a member of the Town of Brookhaven CDBG program and has invited by the Town of Brookhaven Office of Housing and Community Development to submit projects to be included in the Town's Annual Action Plan for 2021 for a total allocation of \$150,000.00 in Community Development Block Grant (CDBG) funds; and

WHEREAS, the Village of Patchogue Community Development Agency published a notice on November 19, 2020 in the Long Island Advance that a Public Hearing would be held on December 3, 2020 at 6:00 pm via Zoom with an opportunity for the public to participate; and

WHEREAS, said Public Hearing was held as duly noticed; and

WHEREAS, the Village of Patchogue Community Development Agency at its January, February and March public meetings discussed eligible projects and at the March 4, 2021 meeting directed the Executive Director to obtain specific information and poll the board for a final resolution; and

WHEREAS, on March 11, 2021 the Executive Director duly polled the Board and the majority of the board voted Aye, it is hereby

RESOLVED, that the CDBG budget for FY2021 be allocated as follows: \$15,000 for Administration; \$22,500 for Public Services for Housing Services and Referral Information; \$50,000.00 for the FY21 CDBG VOP Main Street and Rider Improvement Project and \$62,500 for the FY21 CDBG VOP Division Street Handicapped Ramp and Sidewalk Improvement Project; and it is further

RESOLVED, that the Executive Director of the Agency and the staff prepare the necessary Project Description Forms for timely submission to the Town of Brookhaven Office of Housing and Community Development; and it is further

RESOLVED that the Executive Director of the Agency and any other officer thereof is hereby authorized to execute such instruments and documents necessary to carry out the foregoing.

	Aye	Nay		Aye	Nay		
Donald Wachsmuth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Patrick McHeffey	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Toni Dean	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Susan Brinkman	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Javier Kinghorn	<input type="checkbox"/>	<input type="checkbox"/>	Absent	Kaetlyn Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(Alternate)

Date: March 11, 2021

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the members of the Village of Patchogue Community Development Agency.

Dated: March 12, 2021

Marian H. Russo, Executive Director



Agenda Summary

Boodskapper/Bob.ai Program Purchase

Background

Boodskapper, Inc. has developed a web based program for the Housing Choice Voucher Program which streamlines the housing quality standards inspections and the process of leasing up a new voucher. Board Chair Don Wachsmuth and Member Toni Dean participated in a demonstration. The E.D. and CDA Staff participated in previous demonstrations. Request is made to approve entering into agreement with Boodskapper for a one year service term for the amount of \$865.00 representing \$5.00 per voucher.

Additional Information

ATTACHMENTS:

Description	Upload Date	Type
Bob.ai Order Form	3/31/2021	Cover Memo



SAAS ORDER FORM

Customer: Patchogue Village Community Development Agency	Contact: Marian H. Russo
Address: 14 Baker St, Patchogue, NY 11772	Phone: (631) 475-8851
	E-Mail: mrusso@patchoguevillage.org
Services: Inspection Mate, Live Chat including Web site integration, HomeFinder, Case Manager dashboard, video-based inspections, and LL workshops.	
Software as a Service (SaaS) Fees: \$5 per Housing Unit. Number of housing units: 173	Initial Service Term: 1 year
Expected billing schedule: \$865 to be paid on signing.	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into on this 22nd day of March 2021 (the “Effective Date”) between BoodsKapper Inc with a place of business at 8951 Cypress Waters Blvd, Suite#160, Dallas, TX, 75019 (“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 and Exhibits A, B and C, attached hereto. 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.

BoodsKapper Inc:

Patchogue Village Community Development Agency:

By:

Name: Bejoynath L. Narayanapillai

Title: CEO

By:

Name:



TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with

Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. [Customer hereby agrees, to the extent provided by law, to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing with supporting evidence of such violation. Should Company monitor Customer's use of the Services, it warrants that it will keep such information containing personal information about Customer's clients confidential and protected from public disclosure.

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

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

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

required to be disclosed by law. Notwithstanding the above, Company acknowledges and understands that Customer is subject to Texas Government Code, Chapter 552, Texas Public Information Act, and as such may be required to disclose certain information pursuant to the Act, by order of a court or other governmental authority.

3.2 Customer shall own all right, title and interest in and to the Customer Data. 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.

3.3 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, provide new services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein. Should Company collect Customer's data from its use of the Services, it warrants that it will keep such information containing personal information about Customer's clients confidential and protected from disclosure.

4. PAYMENT OF FEES

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

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance

charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

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 automatically 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. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of ninety (90) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

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

i.

7. INDEMNITY

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. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company (should be Customer”), (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer’s use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer’s rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

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

MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, IF THECOMPANY HAS **NOT** BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company’s prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Texas. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, cooperate in an email campaign to share the experience with other Public Housing Authorities and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.



EXHIBIT A

Statement of Work

2. Provisioning of the Administrative user (System owner)
3. Ability for the system owner to add all other users
4. Building of Housing Unit, Client master and Landlord data based on Inspection History uploaded to the system. Geospatial visualization of this data. AI based data correction to build a clean system
5. Creation of the annual inspection proposals
6. Ensuring that Initial Inspections and Complaints can be entered by clients, landlords and agency staff and such inspections are scheduled and assigned to inspectors in an efficient manner
7. Verifying that routing is accurate for all inspectors after all inspections have been assigned
8. Provide a widget to be placed on the customer website. Work with the web admin to enable optimum deployment of this widget.
9. Provide stories so that users visiting the above website can get answers to basic questions and if necessary, start a chat-based conversation with the case managers.
10. Provide a case manager dashboard - Ability for HCV case managers and case managers focusing on specialized skills (Rent increase, for example) to access chat requests based on their needs
11. Following external channels supporting group chat functions - Channel for all HCV clients, a channel for all HCV landlords
12. Provide a channel for the case management team for internal collaboration
13. A knowledge sharing channel for all PHA executives in the Bob.ai network
14. Access to the Bob.ai business network so new voucher holders can find housing units that meet their needs from the Bob.ai network
15. Ability to do affordability check online.
16. Ability to generate RFTA and HAP contract and electronically sign these documents
17. Ability for the landlord to opt for Virtual Inspections (Applicable only if the virtual inspections service is activated)
18. Ability for the inspector to video stream with sufficient protections to record an inspection - Logged in user streaming from the house being inspected, verification of locations & ability to take pictures (Applicable only if the virtual inspections service is activated)
19. Ability for the Inspector to record the Inspection Form and e-sign (Applicable only if the virtual inspections service is activated)

EXHIBIT B

Service Level Terms

The Services shall be available 99%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. 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 that for each period of downtime lasting longer than two hours, Company will credit Customer 5% of Service fees for each period of 60 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

EXHIBIT C

Support Terms

Company will provide Technical Support to Customer via the BoodsKapper Product Support channel on the app on weekdays during the hours of 9:00 am through 5:00 pm (Customer's time zone), with the exclusion of Federal Holidays (“**Support Hours**”).

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Donald R. Wachsmuth
Chairperson
Toni Dean
Susan Henke-Brinkman
Patrick McHeffey
Ryan McGarry
Javier Kinghorn*
*Alternate



INCORPORATED
VILLAGE OF PATCHOGUE
COMMUNITY DEVELOPMENT AGENCY

Marian H. Russo, Esq.
Executive Director

Name of Public Authority:

Patchogue Village Community Development Agency

Public Authority's Mission Statement:

The mission of the Village of Patchogue Community Development Agency (CDA) is to provide a suitable living environment and a viable community for all Village residents through the development of community improvement projects and to provide safe, decent and sanitary housing conditions for very low-income families.

Adopted: May 7, 2009; May 4, 2017; May 3, 2018; July 11, 2019; July 2, 2020.

Performance Goals:

Support downtown revitalization and economic development in the central business district through funding of capital projects with Community Development Block Grant Funds; applying for and administering grants; participating in the Village of Patchogue planning; sharing services and resources with the Village of Patchogue and the Patchogue Business District.

Assist in recreational upgrades for the Community (Patchogue Village) as well as supplementing Public Arts and art programs as an important part of community revitalization efforts.

Adhere to the regulations and requirements of the Community Development Block Grant (CDBG) program of the United States Department of Housing and Urban Development (HUD); whose funds are distributed through the Suffolk County Development Agency.

Administer the Section 8 program in compliance with requirements and standards of the U.S. Department of Housing and Urban Development providing rental subsidies to very-low income Section 8 participants residing in the Village of Patchogue.

Operate in a fiscally conscientious, transparent and responsible manner.

Continuously assess the needs of the Village residents.

Strive to apply the Agency's resources in such a manner as to achieve the most benefit for the community.

Collaborate with local governmental and non-governmental organizations to bring additional resources and opportunities to the residents of the Village of Patchogue.

Annually review the CDA's Mission Statement in order to ascertain achievement goals.

Conduct an annual review of the CDA's membership, committee structure and management effectiveness.

Operate in compliance with the Public Authorities Law and the Authorities Budget Office.

Adopted: August 4, 2011; July 2, 2020



Agenda Summary

Governance and Audit Committee Meetings

Background

Governance and Audit committees to meet on May 6, 2021

Additional Information