

**FIFTH AMENDMENT TO SAAS SERVICES AGREEMENT BETWEEN
BENEVATE, LLC AND THE COUNTY OF NAPA, CALIFORNIA
(Napa County Agreement No. A-220333B)**

THIS FIFTH AMENDMENT TO SAAS SERVICES AGREEMENT ("Fifth Amendment") is made between Benevate, LLC, a Delaware Limited Liability Company (formerly known as Benevate, Inc.) ("Company"), and the County of Napa, California ("Customer"), collectively referred to as the "Parties."

RECITALS

- A. The Parties entered into that certain SaaS Services Agreement dated March 4, 2022 (the "Agreement"), for the Company to provide hosted software for the administration and management of the Customer's two (2) purchased programs and four (4) User Subscriptions (Administrator Licenses).
- B. The Parties executed the Second Amendment to the Agreement on July 1, 2023, to: (i) add an additional program, the Additional Dwelling Unit Program; (ii) add one (1) User Subscription; (iii) increase compensation; and (iv) update the Service Level Terms.
- C. The Parties executed the Third Amendment to the Agreement on March 1, 2024, to: (i) add three (3) programs; (ii) add three (3) User Subscriptions; (iii) revise Section 4.2 of the Agreement; and (iv) increase compensation for the additional services.
- D. The Parties executed the Fourth Amendment to the Agreement on April 24, 2025, to: (i) increase the contract maximum to Twenty-Nine Thousand Two Hundred Dollars (\$29,200.00); (ii) expand the scope to include one (1) additional program; and (iii) add one (1) User Subscription.
- E. The Parties wish to amend the Agreement through this Fifth Amendment to (i) establish pricing for the 2026–2027 renewal term as set forth in Attachment A and (ii) add a program, the Multifamily Program. There are no changes to the contract maximum.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- 1. **Renewal Term Pricing.** The Agreement shall continue in effect pursuant to its existing auto-renewal provisions. The fees applicable to the 2026–2027 renewal term are set forth in Attachment A, which is incorporated herein by reference.
- 2. **Additional Program.** The Multifamily Program is hereby added to Exhibit A of the Agreement, as previously amended.
- 3. **Compensation.** In consideration of the Additional Program and continued provision of the

Services, Customer shall pay the fees set forth in Attachment A. Attachment A is hereby incorporated into and made part of the Agreement and amends Exhibit D (as previously amended). In the event of any conflict, Attachment A shall control with respect to pricing.

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year provided below:

BENEVATE, LLC

COUNTY OF NAPA

By: J. Jason Rusnak

By: _____

Name: J. Jason Rusnak

Name: Amber Manfree

Title: President, Benevate, LLC

Title: Chair of the Board of Supervisors

Date: 6/9/2026

Date: _____

APPROVED AS TO FORM

Office of County Counsel

By: *S. Darbinian*

Date: June 3, 2026



HCD - Add Program - County of Napa, CA (515)

County of Napa, CA-CORE

942 Imola Avenue West, #101
Napa, CA 94559
United States

Reference: 20260115-151158543

Quote created: January 15, 2026

Quote expires: May 15, 2026

Quote created by: Shanika Forbes

shanika.forbes@neighborlysoftware.com

Emily Moyer

emma.moyer@countyofnapa.org
(707)259-8679

Comments from Shanika Forbes

For the implementation of the Multi Family Housing Project

Total: \$4,000

Products & Services

Item & Description	Quantity	Unit Price	Total
HCD - Program Implementation (Includes User Training) One-time fee for program implementation. Includes system configuration, program design, and user training.	1	\$4,000.00	\$4,000.00
		One-time subtotal	\$4,000.00
		Total	\$4,000.00
		Total contract value	\$4,000.00

Billing Terms

- **Subscription Fees** are invoiced **annually, in advance**.
- **One-Time Fees** are **invoiced upon acceptance of this quote**.

Acceptance of this quote constitutes agreement to these terms and any governing master or subscription agreement in effect between the parties.

Services will be scheduled and placed in the implementation queue upon acceptance of the quote and receipt of any required payment and executed agreements, as applicable. Estimated timelines will be communicated following confirmation. Renewal pricing will be subject to the governing master or subscription agreement in effect between the parties.

Questions? Contact me



Shanika Forbes

shanika.forbes@neighborlysoftware.com

Benevate LLC

3423 Piedmont Rd

Suite 420

Atlanta, GA 30305

US



2026 Renewal - County of Napa, CA (515)

County of Napa, CA-CORE

942 Imola Avenue West, #101

Napa, CA 94559

United States

Reference: 20260319-185336636

Quote created: March 19, 2026

Quote expires: July 17, 2026

Quote created by: Shanika Forbes

shanika.forbes@neighborlysoftware.com

Emily Moyer

emma.moyer@countyofnapa.org

(707)259-8679

Comments from Shanika Forbes

Your HCD- User Subscription Fee invoice for the term starting 07/01/2026 and ending 06/30/2027.

10 licenses x \$2,580 per license

Total License Count: 10

Products & Services

Item & Description	Quantity	Unit Price	Total
HCD- User Subscription Fee Annual subscription fee per user in the HCD portal.	10	\$2,580.00 / year	\$25,800.00 / year
	Annual subtotal		\$25,800.00
	Total		\$25,800.00
	Total contract value		\$25,800.00

Billing Terms

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Questions? Contact me



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