Docusign Envelope ID: 35FE84DB-34E6-8FA9-8159-EF664A024809

CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name Benevate, LLC

Project Name: Neighborly Software

Bid/Reference # n/a

Contract Type: SaaS

Contract Value $ $21,800 first year

Resolution # 2026-92 **City Council Approval Date:** 07/21/2026

Standard Contract Template (Y/N): n

If No, then Reviewed by City Attorney: y

Length of Contract: 1 year

Renewable (Y/N): yes

If Yes, # and length of renewals: auto-renew

City's Project Manager Kristin Carlisle

Brief Description/Purpose:

SaaS for Neighborly Software for Community Development

Approvals:

Responsible Dept. Director DocuSigned by: AEF03B4E4CD54EE... **Date:** Nov 4, 2026 | 11:43 AM PST

City Finance Signed by: Helena Alves 45... **Date:** Nov 4, 2026 | 3:03 PM EST

City Attorney Signed by: Marcus Duffy ...A5D9FD417... **Date:** Nov 5, 2026 | 8:54 AM EST

City Manager Mike McGlothlin D7DF1A254975438... **Date:** Nov 5, 2026 | 5:59 AM PST

Vendor Name and Email Address: Andy Christiansen Andy.Christiansen@neighborlysoftware.com

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Neighborly Software

ORDER FORM

Customer Information	
Account Name: Palm Coast Community Development	**Initial Service Term:** One (1) Year from Effective Date
Address:160 Lake Avenue Palm Coast, FL 32164	
Billing Contact Name & Title: Kristin Carlisle, IT Applications Administrator	**Phone:** 386-986-4754 **Email:** KCarlisle@palmcoastgov.com
Alternate Contact Name & Title: Jaqueline Gonzalez, Site Development Coordinator	**Phone:** 386-986-3753 **Email:** JGonzalez@palmcoastgov.com

PURCHASE SUMMARY

Annual Subscription Fees	Unit Price	Quantity*	Annual Total
User Subscription Fee for One Year	$3,200.00	4	$12,800
Services Included: • Hosted Software to Administer Program(s) • 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			
IDIS Module + HUD Sync Subscription**	☒CDBG	☐HOME	Included
One-Time Fees	**Unit Price**	**Quantity**	**One-Time Total**
Implementation of Program(s) (listed below)	$4,500.00	2	$9,000.00
Services include System Configuration, Program Design, and Administrator Training for the following programs: 1. Housing Rehab 2. First Time Home Buyer			
Subtotals			
Annual Fees Subtotal:			$12,800.00
One-Time Fees Subtotal:			$9,000.00
TOTAL:			**$21,800.00**

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

** Terms and Conditions related to the Neighborly Software IDIS Module + HUD Sync can be found here.

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SAAS SUBSCRIPTION AND SERVICES AGREEMENT

This SaaS Subscription and Services Agreement ("Agreement") is entered into on this 5th day of November 2026 (the "Effective Date") between Benevate, LLC, with its principal place of business located at 3423 Piedmont Rd. NE, Atlanta, GA 30305 ("Company"), and the Client listed above (referred to as the "Client") (collectively referred to as the "Parties"). This Agreement includes and incorporates the above Order Form and the Terms and Conditions set forth below.

TERMS AND CONDITIONS

1. DEFINITIONS

a. "Add-On Services" refers to optional, productized modules or third-party integrated services purchased by the Client in addition to the base Software subscription. Add-On Services are standardized offerings and are not customized for any specific Client. Examples include, but are not limited to, address-verification tools (e.g., Smarty), payment-processing integrations, IDIS Module + HUD Sync Subscription, advanced workflow modules, and similar feature-based enhancements. Add-On Services are billed according to the pricing terms set forth in the applicable Order Form.

b. "Confidential Information" means all information, in any 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. "Client Data" means all non-public information or data that is inputted into the Client's Portal by the Client or the Client'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 Clients understand how to use the Software and Services. Documentation accessible to Subscription 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. "Order" or "Order Form" means a transaction document identifying the services ordered by the Client, the associated fees, and commercial details applicable to the order.

g. "Portal" means the individual instance created within Neighborly Software to administer program(s) as specified in the Order Form.

h. "Professional Services" refers to non-standard, fee-based services that are outside the scope of the Company's standard Software, Services, or Add-On Services offerings. These services may be billed on a time-and-materials or fixed-fee basis and may, depending on the nature of the engagement, be documented in a Statement of Work or Addendum. Examples of Professional Services include:

- Hourly consulting or professional development services
- Power BI report development or other analytics work
- Data migration services beyond standard import templates
- Custom integrations or one-off configurations not included in Add-On Services

i. "Services" means the standard onboarding and any purchased implementation services, as well as hosting, technical support, security, data storage, and subscription access to the Software. "Services" also include any Add-On Services purchased by the Client.

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j. "Software" means the proprietary web-based products referred to as Neighborly Software, 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 Client by Company in accordance with an Order Form or this Agreement.

k. "Subscription User" or "User" means those individuals designated and authorized by the Client to use one of the purchased subscriptions to access the Software available through a specified Portal, using his or her login credentials (email address and password), which may only be used by that single, named user.

2. SOFTWARE AND SERVICES

a. Access to Software. During the Term of this Agreement, Client will have subscription access to, and use of, the Software, as described in detail in the Order, by enabling a Portal(s) for Client to access through a web browser for the number of Subscription Users identified in the Order.

b. Scope of Services. The Services to be provided by Company under this Agreement are explicitly outlined in the definitions above and/or in any accompanying Order Form. Any work, deliverables, or tasks outside the scope defined herein will not be performed unless mutually agreed upon in writing by both parties.

c. Non-Standard or Customized Services. This Agreement does not contemplate any customized products, services, work-for-hire, or code developed exclusively for Client that would result in ownership rights for the Client. If 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 non-standard Professional Services will be set forth in a separately executed Professional Services Agreement.

d. Software Updates and Maintenance. Company will make available to Client 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.

e. Service Levels and Support. Company will use commercially reasonable efforts to maintain Service Availability at a minimum level of 99.5% and will provide Support Services, in each case as described in the Service Level Terms, available at https://servicelevelterms.neighborlysoftware.com.

f. Data Storage. All Client Data will be stored, processed, and maintained solely in data centers located in the United States.

g. Backup and Recovery of Client Data. Company is responsible for maintaining a backup of the Client Data and for an orderly and timely recovery. Company shall maintain a contemporaneous backup of Client Data that can be recovered within a reasonable period of time.

3. CLIENT RESTRICTIONS AND RESPONSIBILITIES

a. Client Acknowledgements. Client acknowledges and agrees that: (i) Client and its authorized Subscription Users will access the Software solely for legitimate and lawful purposes; (ii) Client is responsible for ensuring that all Subscription Users comply with this Agreement and any end-user terms applicable to use of the Software; (iii) Client is responsible for the accuracy, quality, legality, and acquisition of all data ("Client Data") entered into or transmitted through the Software; and (iv) Client remains solely responsible for all program design, eligibility criteria, policy decisions, and administration of its programs. The Software is a tool that supports Client's operations and does not replace Client's independent compliance obligations.

b. Restrictions and Use of Software. Client will not, directly or indirectly, and will not permit any third party to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, underlying structure, ideas, know-how, or algorithms relevant to the Software or any related

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documentation; (ii) modify, translate, adapt, or create derivative works of the Software; (iii) copy the Software or any part, feature, function, user interface, or service thereof, except as expressly permitted herein; (iv) access the Software or any content in order to build a competitive product or service; (v) use the Software to store or transmit infringing, libelous, unlawful, or tortious material, or material that violates the rights or privacy of any third party; (vi) interfere with or disrupt the security, integrity, availability, or performance of the Software; (vii) attempt to gain unauthorized access to the Software or related systems or networks; or (viii) copy, reproduce, or distribute any portion of the Software or service (excluding Client Data) without Company's prior written consent.

c. Automated Access Prohibited. Except as expressly authorized in writing by Company, Client shall not, and shall not permit any third party to, access or use the Software through any automated means, including but not limited to bots, scripts, scrapers, or artificial intelligence agents, whether for data extraction, model training, monitoring, or any other purpose. Client shall ensure that all access to the Software is initiated and performed solely by human end users using a supported web browser or Company-approved application programming interface (API).

d. Compliance with Laws and Regulations. Client represents, covenants, and warrants that Client will use the Software in compliance with all applicable laws and regulations. Client hereby agrees to 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 Client's alleged violation of the foregoing.

e. Login Credentials and Subscription User Security. Each Subscription User must have unique login credentials (username and password) and is prohibited from sharing login credentials or allowing others to use their login credentials to access the Software. The authorized number of Subscription Users is specified in the Order or as otherwise requested and approved in writing during the Term. Client must notify Company immediately if it becomes aware of any lost, stolen, or compromised login credentials, or any actual or suspected security breach involving such credentials. Client is responsible for the management, actions, and activities of its Subscription Users and must promptly inform Company of any changes to user status, including when access should be modified or deactivated. Company is not liable for any claims, damages, or losses resulting from the actions, omissions, or misuse of the Software by Subscription Users, including unauthorized access or other conduct.

f. Client Systems. Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to access the Software.

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 or court of competent jurisdiction 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

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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.

c. Client shall own all rights, title, and interest in and to the Client Data, as well as any data that is based on or derived from the Client Data and provided to Client 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 Client 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. Client shall pay Company the fees listed in the Purchase Summary of the Order Form. An invoice for the fees will be sent to the Client 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 Client fails to pay any invoice in full within thirty (30) 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. 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.

d. Additional Implementation Fees. Implementation fees are based on a mutually agreeable Implementation Schedule (based on the number of programs purchased). Client 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.

e. Annual Commitment and Renewal Adjustments. Subscriptions are billed annually based on the number of Subscription Users designated at the start of the annual term. The total number of Subscription Users cannot be reduced during the current annual term, and no refunds or credits will be issued for deactivated or unused users. Client may decrease the total number of Subscription Users only at the time of annual renewal, and any such reduction will apply to the upcoming annual term.

f. Adding and Swapping Users. Clients may:

(i) Add Subscription Users at any time during the Term, with fees prorated for the remainder of the annual term.

(ii) Swap one Subscription User for another at any time, provided the total number of users remains unchanged. Swap requests must be submitted in writing, and access for the replacement user will be provided promptly after receipt.

g. Renewal Subscription Fee Increases. Standard Neighborly Software subscription fees shall automatically increase by five percent (5%) upon each annual renewal. All other recurring fees (including, but not limited to, IDIS, Data Warehouse, and similar services) are not subject to the fixed increase and instead will be based

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on the Company's then-current pricing. The Company reserves the right to adjust such fees listed in the Order Form at the end of the Initial Service Term or any subsequent renewal term. Notice of any fee adjustment will be provided to the Client via invoice (delivered by e-mail) at least sixty (60) days prior to the end of the applicable term.

h. Taxes. The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Client 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 Client 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).

i. The parties acknowledge that appropriation of funds is a governmental function which the Client cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Client's obligation to pay under this Agreement is contingent upon Client'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 Client 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) Client will provide contact information necessary to facilitate the return of the Client Data within thirty (30) days following termination; (iii) Company shall return the Client Data via the Secure File Transfer Protocol promptly upon receipt of necessary information from Client to facilitate the return; and (iv) Client Data will be deleted sixty (60) days from the date that the Client Data is returned. If Client fails to cooperate in facilitating the return of the Client Data, Company reserves the right to delete the Client Data ninety (90) days after the termination of the Agreement. Client is solely responsible for ensuring that the Client Data is downloaded, stored, and reviewed. Client acknowledges and agrees that Company has no obligations whatsoever with regard to the Client Data following the final destruction. Upon request, Company will provide Client with a Certification of Data Destruction. This Section shall survive the termination of this Agreement.

d. Optional Data Retention. If Client desires for Company to retain the Client Data beyond sixty (60) days from the date of the final extraction, Client 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

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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 Client, 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. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, 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 GUARANTEE THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY THE COMPANY.

8. DATA SECURITY BREACH NOTIFICATION AND RESPONSE

The Company maintains appropriate technical and organizational measures to protect Client Data from accidental loss, unauthorized access, use, alteration, or disclosure. Upon confirmation by the Company's security or incident response personnel of a security incident involving the unauthorized access to, acquisition of, or disclosure of Client Data (a "Security Incident"), the Company shall, as applicable: (i) notify the Client as soon as practicable, and no later than forty-eight (48) hours after such confirmation; (ii) cooperate with the Client in investigating the Security Incident, including providing access to relevant, existing documentation and information necessary to meet applicable legal or regulatory obligations; and (iii) take commercially reasonable steps to mitigate the effects of the Security Incident and comply with applicable legal obligations. The Company's obligation to notify is not an acknowledgment of fault or liability.

INDEMNITY

a. Company will indemnify, defend, and hold harmless the Client against all claims, suits and actions asserted by an unaffiliated third-party against the Client for liabilities, damages and costs, including reasonable attorneys' fees, incurred in the defense of any claim brought against Client alleging that the Software infringes or misappropriates a third-party's U.S. registered patent right, trademark, or copyright (an "Infringement Claim"). Company's indemnity obligation under this section shall not extend to claims that arise from any of the following:

(1) Any unauthorized modification of the Software by Client where the Software would not be infringing without such modifications.

(2) Customized portions of the Software designed in accordance with written specifications provided by Client where the Software would not be infringing but for Company 's compliance with such written specifications.

(3) The combined use by Client of the Software with other components, products, or services not provided

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by Company where the Software would not be infringing but for such combination.

(4) Workflows, analytic applications, algorithms, or other applications or programming built by Client or created by or on behalf of Client without Company's approval.

b. The indemnification obligations set forth in this Section are subject to the following conditions:

(1) Client provides Company with prompt written notice of any Infringement Claim;
(2) Company is permitted to assume sole control over the defense and settlement of the Infringement Claim;
(3) Client provides reasonable cooperation and assistance in the defense of such claim, at Company's expense.
(4) Client does not settle or compromise any Infringement Claim without the prior written consent of Company.

c. If the Software becomes, or in Company's reasonable opinion is likely to become, the subject of an Infringement Claim, Company may, at its sole option and expense: (i) obtain the right for Client to continue using the Software; (ii) replace or modify the Software to make it non-infringing while maintaining substantially similar functionality; or (iii) if neither (i) nor (ii) is commercially reasonable, terminate Client's license to the affected Software and refund any prepaid, unused fees for the remaining subscription term.

d. The Company's total liability under this Section shall not exceed the limits of insurance coverage required to be maintained under this Agreement.

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 THE GREATEST AMOUNT OF THE FEES PAID OR OWED BY EITHER PARTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. 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

During the course of performing its duties 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;

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(d) Commercial Auto Insurance for Hired and Non-Owned vehicles of at least $1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will provide Client with copies of certificates of insurance upon Client's written request. \

11. DISPUTE RESOLUTION

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 State of Florida.

12. NOTICE

All notices required or permitted under this Agreement shall be in writing and deemed given: (i) when delivered personally or by nationally recognized overnight courier; (ii) when sent by email; or (iii) forty-eight (48) hours after deposit in the U.S. mail, certified or registered, postage prepaid. Email is the preferred method of notice. Each Party shall provide notice to the other of any change in address, email address, or designated recipient. Unless otherwise updated in accordance with this Section, notices shall be sent to the following addresses:

For the Company:
Jason Rusnak, President
3423 Piedmont Rd, NE
Atlanta, GA 30305
Phone: 703-864-7231
Email: Jason.Rusnak@NeighborlySoftware.com

Sarah Bohentin
Email: Sarah.Bohentin@NeighborlySoftware.com

For the Client:
Jaqueline Gonzalez, Site Development Coordinator
160 Lake Avenue Palm Coast, FL 32164
386-986-3753
JGonzalez@palmcoastgov.com

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 Client'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.

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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 Client in accordance with its Business Continuity and Disaster Recovery Plan a copy of which will be provided upon written request.

h. Applicable Law. This Agreement, and all matters arising out of or relating to it, including any disputes, claims, or causes of action, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE

BENEVATE, LLC	CLIENT
By: Signed by: Andy Christiansen, CAO 4BC73F2D848D4BA...	By: Signed by: Mike McGlothlin D7DF1A254975438...
Name: J. Jason Rusnak	Name: Mike McGlothlin
Title: President, Benevate, LLC	Title: City Manager
Date: Nov 4, 2026 | 11:12 AM PST	Date: Nov 5, 2026 | 5:59 AM PST

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FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

X is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Andy Christiansen, CAO

Title: CFO

Signature: Signed by: Andy Christiansen, CAO 4BC73F2D848D4BA...

Date: Nov 4, 2026 | 11:12 AM PST

Docusign Envelope ID: 35FE84DB-34E6-8FA9-8159-EF664A024809

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

_____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

_____

Notary Public

_____

Name typed, printed or stamped

My Commission Expires: _____

Docusign Envelope ID: 35FE84DB-34E6-8FA9-8159-EF664A024809

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____ Signed: _____

Entity: _____ Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 202__, by _____.

Notary Signature

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known_____
OR Produced Identification_____
Type of Identification Produced_____

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RESOLUTION 2026-92
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FFY 2026 ANNUAL ACTION PLAN (FY 26/27)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FFY 2026 (FY 26/27) ANNUAL ACTION PLAN; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (the "City") participates in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as an entitlement jurisdiction; and

WHEREAS, the City has prepared all the necessary documents, notices and forms to participate in the CDBG program; and

WHEREAS, the City Council has adopted a Citizen Participation Plan establishing the policies and procedures to be followed to encourage participation by residents and affected parties in the development of the City's CDBG programs; and

WHEREAS, the City implemented the policies and procedures of the Citizen Participation Plan to ensure appropriate and adequate citizen participation; and

WHEREAS, the City has completed a five-year consolidated plan (Consolidated Action Plan), which is a required comprehensive planning document in order to receive funding under the CDBG program; and

WHEREAS, the City is required to prepare a one-year action plan (Annual Action Plan) to outline the proposed use of the available CDBG funds for the fiscal year; and

WHEREAS, the FFY 2026 Annual Action Plan establishes a one-year program in compliance with HUD funding allocations and requirements; and

WHEREAS, the Citizens Advisory Task Force (CATF) held a public hearing on June 25, 2026, to hear public testimony of all interested parties regarding the FFY 2026 Annual Action Plan; and

WHEREAS, the CATF has reviewed and recommended that the City Council approve the FFY 2026 Annual Action Plan; and

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WHEREAS, the 30-day comment period for the FFY 2026 Annual Action Plan was held from June 25, 2026, to July 24, 2026; and

WHEREAS, the City Council held a public hearing on July 14, 2026, to hear public testimony of all interested parties regarding the FFY 2026 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF THE ANNUAL ACTION PLAN. The City Council of the City of Palm Coast hereby approves the FFY 2026 Annual Action Plan, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

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DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 21st day of July 2026.

ATTEST:

KALEY COOK, CITY CLERK

CITY OF PALM COAST

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" CDBG Annual Action Plan 2026

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Docusign Envelope ID: 1300BED7-0232-8570-83A9-FCE37A0A19D1

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Benevate, LLC *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Benevate, LLC *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Andy Christiansen

Title: CFO

Date: 11/4/26

STATE OF ~~FLORIDA~~ GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of NOVEMBER, 2026 by ANDY CHRISTIANSEN, CFO *[name of officer or agent, title of officer or agent]* of BENEVATE, LLC *[name of contractor company acknowledging]*, a FLORIDA *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced SELF *[type of identification]* as identification.

[Notary Seal]

GRAHAM LEVITAS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 15, 2027

Notary Public

GRAHAM LEVITAS

Name typed, printed or stamped

My Commission Expires: 2/15/27

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Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Benevate, LLC
Company Facility Address	3565 Piedmont Road NE, Bldg 1, Suite 520 Atlanta, GA 30305-1751
Company Alternate Address	
County or Parish	Fulton
Employer Identification Number	81-0880368
North American Industry Classification Systems Code	541511
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of GEORGIA

County of FULTON

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of BENEVATE, LLC (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 11/4/26

Signed: _____

Entity: Benevate, LLC

Name: Andy Christiansen

Title: CFO

Sworn to (or affirmed) and subscribed before me this 4 day of NOVEMBER 2026, by ANDY CHRISTIANSEN.

GRAHAM LEVITAS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 15, 2027

Notary Signature

GRAHAM LEVITAS

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification _____

Type of Identification Produced _____