

AMENDMENT NO. 4
NAPA COUNTY AGREEMENT NO. 170009B

THIS AMENDMENT NO. 4 to AGREEMENT 170009B is made and entered into as of this 1st day of July 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and TYLER TECHNOLOGIES, INC., a Delaware Corporation, whose mailing address is 5101 Tennyson Parkway, Plano, TX 75024, hereinafter referred to as “CONTRACTOR”.

RECITALS

WHEREAS, COUNTY and DIGITAL HEALTH DEPARTMENT, INC. entered into Napa County Agreement No. 170009B on July 1, 2016 (the “Agreement”) in order to utilize a customized Digital Health Department system for COUNTY’s Department of Environmental Management (“Department”); and

WHEREAS, CONTRACTOR acquired the DIGITAL HEALTH DEPARTMENT, INC. inspection and permitting software business on August 2, 2017; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on February 5, 2019 to modify the Compensation and reflect DIGITAL HEALTH DEPARTMENT, INC.’s acquisition by CONTRACTOR;

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on May 18, 2021 to increase the compensation and update the CONTRACTOR’s contact information;

WHEREAS, COUNTY and CONTRACTOR amended the agreement on July 23, 2024 to increase the compensation and extend the term;

WHEREAS, COUNTY and CONTRACTOR now desire to again amend the Agreement to increase the compensation, and revise the term;

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

1. **Term of the Agreement.** The term of this agreement shall commence on July 1, 2016 and shall expire on December 31, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to

COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Paragraph 3 is hereby amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-2" for the period beginning July 1, 2016 and ending June 30, 2024, at the rates set forth in Exhibit "1" for the period beginning July 1, 2024 and ending June 30, 2026, and at the rates set forth in Exhibit "B-4" for the period beginning July 1, 2026 and ending December 31, 2026.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FOUR HUNDRED SIX THOUSAND FIVE HUNDRED FIFTY-TWO DOLLARS (\$406,552.00) for professional services; provided however that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually incurred.

3. Exhibit "B-4" is attached hereto and incorporated by reference herein.

4. This Amendment No. 4 of Napa County Agreement 170009B shall be effective as of the date first above written.

5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

///

///

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

TYLER TECHNOLOGIES, INC.

Signed by:
By Erik Graney
Erik Graney, Senior Corporate Attorney

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
Amber Manfree, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 22, 2026</u></p> <p>FV Project ID: <u>13115334</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
---	--	--

Exhibit "B-4"



Quoted By:
Quote Expiration:
Quote Name:

Chris Harpenau
9/13/26

Sales Quotation For:

NAPA COUNTY HEALTH DEPARTMENT, CA
ANDY SZMIDT
650 IMPERIAL WAY STE 201
NAPA CA 94559-1344

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
DHD Environmental Health SaaS 7-1-26 to 12-31-26		\$ 1,458	1	\$ 17,500
	TOTAL			\$ 17,500

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 17,500
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 17,500

County agrees that items in this sales quotation are, upon execution of Amendment No. 4 to Napa County Agreement No. 170009B, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the County;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the County (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the County.