



AMENDMENT No. 3
NAPA COUNTY AGREEMENT NO. 170009B

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Napa County, California, with offices at 1195 Third Street, Ste. 310, Napa, California 94559 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated March 10, 2020 ("Agreement"); and

WHEREAS, the Term of the Agreement expires June 30, 2024 ("Expiration Date");

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. SaaS Term. The term of the Agreement is hereby renewed for a term equal to the number of years indicated on the Sales Quotation attached hereto as Exhibit 1 and commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Notwithstanding the foregoing, SaaS Fees for the 2025/2026 renewal term shall be invoiced at the rate set forth in Exhibit 1. We will provide you notice of any increase in SaaS Fees no less than sixty (60) days prior to the commencement of the renewal term.
2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, for year one are invoiced annually in advance, beginning on the commencement date of the Renewal Term. Subsequent annual SaaS Fees are invoiced annually in advance, beginning on the anniversary of the initial invoice date.
3. Users Limits. The SaaS fees may be based on user limits indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Napa County, California

By: Tina Mize

By: _____

Name: Tina Mize

Name: Joelle Gallagher

Title: Group General Counsel

Title: Chair Board of Supervisors

Date: July 8, 2024

Date: _____

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL

By: [Signature]

Date: July 3, 2024





Exhibit 1 Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By:
Quote Expiration:
Quote Name:

Chris Harpenau
8/4/24

Sales Quotation For:
Napa County Health
1195 Third Street, Suite 101
Napa CA
Phone: (707) 253-4471

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Environmental Health Core Software				
DHD Annual SaaS 7/1/24-6/30/25		\$ 2,917	1	\$ 35,000
DHD Annual SaaS 7/1/25-6/30/26		\$ 2,917	1	\$ 35,000
TOTAL	1.00			\$ 70,000

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 70,000
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 70,000
Contract Total	\$ 70,000	

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, 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 Client;
- 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 Client (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 customer.







Tyler DHD 170009B-A3 (AATF)

Final Audit Report

2024-07-08

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