



FIRST AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT BETWEEN TYLER TECHNOLOGIES, INC. AND SISKIYOU COUNTY ENVIRONMENTAL HEALTH DEPARTMENT DATED NOVEMBER 7, 2020

This first amendment to Software as a Service Agreement between Tyler Technologies, Inc. and Siskiyou County Health ("First Amendment") is effective as of the date of signature of the last party to sign as indicated below, by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Siskiyou County Environmental Health, California, with offices at 806 South Main Street, Yreka, California 96097 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated November 7, 2020 ("Agreement"); and

WHEREAS, the Term of the Agreement expires December 31, 2022 ("Expiration Date");

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and Client agree as follows.

1. SaaS Term. The term of the Agreement is hereby renewed for a three (3) year term commencing on the day following the Expiration Date (for the purposes of this First Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement may be renewed for additional one (1) year terms at our then-current SaaS Fees upon your payment of the applicable renewal invoice. 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. SaaS Fees will increase by five percent (5%) each year for years two (2) and three (3) of the Renewal Term. The not-to-exceed dollar amount of compensation for this First Amendment is twenty-nine thousand one hundred ninety-five dollars and thirty-one cents (\$29,195.31), and the total not-to-exceed dollar amount for the initial term of the Agreement and the three (3) year Renewal Term of this First Amendment is eighty-seven thousand seven hundred five dollars and thirty-one cents (\$87,705.31).
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 First Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Tyler Technologies, Inc. have executed this First Amendment on the dates set forth below; each signatory represents that they have the authority to execute this agreement and to bind the party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: \_\_\_\_\_

\_\_\_\_\_  
ED VALENZUELA, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

Date: 3/2/2023

DocuSigned by:  
**CONTRACTOR: Tyler Technologies, Inc.**  
*Chris Webster*  
44DEE4CE1B7C40E...

Date: 3/2/2023

DocuSigned by:  
*Chris Webster*  
457DDE07A0A64E4  
\_\_\_\_\_  
Chris Webster  
President, ERP Division  
*Abigail Diaz*  
\_\_\_\_\_  
Abigail Diaz  
Secretary & Chief Legal Officer

License No.: \_\_\_\_\_  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 75-2303920

ACCOUNTING:

| Fund | Organization | Account | Activity Code (if applicable) |
|------|--------------|---------|-------------------------------|
| 2139 | 401014       | 723000  | FY19/20 \$40,870.00           |
|      |              |         | FY20/21 \$8,820.00            |
|      |              |         | FY21/22 \$8,820.00            |
|      |              |         | FY22/23 \$9,261.00            |
|      |              |         | FY23/24 \$9,724.00            |
|      |              |         | FY24/25 \$10,210.00           |

Encumbrance number (if applicable): E2000415

If not to exceed, include amount not to exceed: NTE \$87,705.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.





**Exhibit 1**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By:  
 Quote Expiration:  
 Quote Name:

Chris Harpenau  
 11/27/22

**Sales Quotation For:**

Siskiyou County Health  
 806 South Main Street  
 Yreka CA  
 Phone: (530) 841-2100

**Tyler SaaS - SaaS - Silver**

| Description                        | Term     | Monthly Fee | Users/Units | Annual Fee      |
|------------------------------------|----------|-------------|-------------|-----------------|
| Environmental Health Core Software |          |             |             |                 |
| Tyler DHD Annual SAAS              |          | \$ 772      | 1           | \$ 9,261        |
| <b>TOTAL</b>                       | <b>1</b> |             |             | <b>\$ 9,261</b> |

**Summary**

Total SaaS

Total Services

Total Third-Party Hardware, Software, Services

**Summary Total**

**Contract Total**

**One Time Fees**

\$ 0

\$ 0

**\$ 0**

**\$ 9,261**

**Recurring Fees**

\$ 9,261

\$ 0

\$ 0

**\$ 9,261**

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**

Year 1 SaaS: \$9,261

Year 2 SaaS: \$9,724

Year 3 SaaS: \$10,210