



Amendment NO. 7 to Contract C2020-058

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 the City of Napa, California, with offices at 955 School Street, Napa, California 94559-0660 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated March 9, 2020 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

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

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first quarter following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. As of the first day of the first quarter following the Amendment Effective Date, the annual SaaS fees payable under the Agreement shall be increased by \$30,268, with a quarterly payment increase of \$7,567. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. 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 Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

CONSULTANT:
Tyler Technologies, Inc., a Delaware corporation

By: _____
Liz Habkirk, Assistant City Manager

By: _____
Abigail Diaz, Chief Legal Officer

By: _____
Tina Mize, Group General Counsel

Date: _____
("Effective Date")

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Sabrina Wolfson, Interim City Attorney





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:

Chuck Newberry
 12/31/24
 Tyler SaaS Additional Licenses

Sales Quotation For:

City of Napa
 PO Box 660
 955 School Street

Napa CA 94559-0660
 Phone: +1 (707) 257-9637

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Community Development Suite - Per User		\$ 148	12	\$ 21,300
Enterprise Permitting & Licensing View Only Licenses (All Suites)		\$ 35	3	\$ 1,242
Enterprise Permitting & Licensing Extensions				
Enterprise Permitting & Licensing Mobile		\$ 49	13	\$ 7,644
Tyler Software				
GIS		\$ 24	12	\$ 3,456
		Sub-Total:		\$ 33,642
		<i>Less Discount</i>		<u><i>\$ 3,374</i></u>
		TOTAL	5.00	\$ 30,268

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Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 30,268
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 30,268
Contract Total	\$ 151,340	

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;

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- 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.

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.