



## SECOND AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT

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. ("Tyler") and the City of North Port, Florida ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 27, 2020 ("Original Agreement"); and

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

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

1. The Fire Prevention Mobile Payment services set forth in Exhibit 1 to this Amendment are hereby added to the Original Agreement. Per transaction fees shall be paid by the end user at the time of service.
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.

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

Tyler Technologies, Inc.

City of North Port, Florida

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

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

Name: \_\_\_\_\_

Name: A. JEROME FLETCHER II, ICMA-CM, MPA

Title: \_\_\_\_\_

Title: CITY MANAGER

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

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

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY



## **Exhibit 1**

### **Amendment 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:

Jeff Hopper  
10/5/25  
Change Order

**Sales Quotation For:**

North Port Fire Rescue  
4980 City Center BLVD  
North Port FL 34286-8037  
Phone: 941-240-8150

**Payments**

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										
Fire Prevention Mobile										
Fire Prevention Mobile Payments	Fire Permit/Inspection		3.95%	\$ 6.95					X	
Payments - Other Fees										
Fire Prevention Mobile										
Payer eCheck Cost		\$ 1.95								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								

<b>Payer Card Cost</b>	Per card transaction with Visa, MasterCard, Discover, and American Express.
<b>Payer eCheck Cost</b>	Per electronic check transaction.
<b>eCheck Rejects</b>	When an eCheck Transaction comes back as declined (e.g bounced check)
<b>Credit Card Chargebacks</b>	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
<b>Payments</b>	Your use of Payments and any related items included on this order is subject to the terms found at: <a href="https://www.tylertech.com/terms/payment-card-processing-agreement">https://www.tylertech.com/terms/payment-card-processing-agreement</a> . By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>Contract Total</b>	<b>\$ 0</b>	

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.