



FIRST AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT

This First Amendment ("First 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 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 month following the Amendment Effective Date, for use by the North Port Fire Rescue, Florida and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Original Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS fees payable under the Original Agreement shall be increased in the amount of \$588.00, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the First Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Original Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Original Agreement.
 - b. Client's use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this First Amendment, you agree you have read, understand, and agree to such terms.
 - c. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Original Agreement pursuant to this First Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. Fire Prevention Mobile Third Party Terms are hereby added to the Agreement. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/mobileeyes-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.
3. This First Amendment shall be governed by and construed in accordance with the terms and conditions of the Original Agreement.
4. Except as expressly indicated in this First Amendment, all other terms and conditions of the Original 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.

City of North Port, Florida

By: Tina Mize

By: A. Jerome Fletcher

Name: Tina Mize

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

Title: Group General Counsel

Title: CITY MANAGER

Date: October 11, 2024

Date: 9.24.24

ATTEST

Heather Faust

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton

AMBER L. SLAYTON, B.C.S.
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 Original 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 Original Agreement. In the event of conflict between the Original Agreement and terms in the Comments section of this Investment Summary, the language in the Original Agreement will prevail.

Sales quotation inserted on the following pages.

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Quoted By:
 Quote Expiration:
 Quote Name:

Travis Ressa
 10/31/24
 Inspector Plus Add on + Tyler
 Payments

Sales Quotation For:

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

Tyler SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Fire Prevention Mobile				
Inspector Mobile Plus - Silver (Invoicing Add-On)		\$ 49	1	\$ 588
TOTAL	1.00			\$ 588

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Setup & Configuration Services	8	\$ 200	\$ 1,600	\$ 0
Training Services - Inspector Mobile Plus	4	\$ 200	\$ 800	\$ 0

TOTAL:

\$ 2,400

\$ 0

Payments

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

Payer Card Cost

Per card transaction with Visa, MasterCard, Discover, and American Express.

Client eCheck Cost

Per electronic check transaction.

eCheck Rejects

When an eCheck Transaction comes back as declined (e.g bounced check)

Credit Card Chargebacks

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Summary

One Time Fees

Recurring Fees

Total SaaS

\$ 588

Total Services

\$ 2,400

\$ 0

Total Third-Party Hardware, Software, Services

\$ 0

\$ 0

Summary Total

\$ 2,400

\$ 588

Contract Total

\$ 2,988

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.

Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-processing-agreement>. 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 Tyler Payments fee schedule.

The proposal includes the following.

- Adding one Plus License
- Tyler Payments
- Setup and Training
 - Set up includes all fee schedules and invoice template
 - Training includes administrative invoicing and payment tasks

North Port, FL Amend 101124

Final Audit Report

2024-10-11

Created:	2024-10-11
By:	Amanda Andreine (amanda.andreine@tylertech.com)
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 Document created by Amanda Andreine (amanda.andreine@tylertech.com)


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 Signer tina.mize@tylertech.com entered name at signing as Tina Mize

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 Document e-signed by Tina Mize (tina.mize@tylertech.com)

Signature Date: 2024-10-11 - 6:01:26 PM GMT - Time Source: server- IP address: 163.116.147.33

 Agreement completed.

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