

1 **AMENDMENT NO. 1 TO SOFTWARE AS A SERVICE AGREEMENT**

2 This Amendment No. 1 to Software as a Service Agreement (“Amendment No.1”) is
3 dated _____ and is between Tyler Technologies Inc., a Delaware Corporation
4 (“Contractor”), and the County of Fresno, a political subdivision of the State of California
5 (“County”).

6 **Recitals**

7 A. On August 6, 2024, the County and the Contractor entered into County agreement
8 number A-24-421 (“Agreement”), for Tyler Records Management software, for the recording,
9 maintenance and preservation of all official records and indices associated with land records,
10 including deeds, liens, and maps, and all documents associated with vital statistics, including
11 births, deaths, and marriages.

12 B. The County and the Contractor now desire to amend the Agreement to add another of
13 Contractor’s services, entitled Tyler Payments, which is a cloud-based payment processing
14 service that will allow the County to accept credit card payments, online and in-person, when
15 members of the public purchase official records and vital statistics documents.

16 Now therefore, in consideration of the foregoing and of the mutual covenants and
17 promises set forth herein, the parties agree as follows:

- 18 1. Exhibit A of the Agreement located on pages 1 through 9 is amended to add the
19 attached Exhibit A-1 as pages 10 through 13 directly after the existing pages.
- 20 2. When both parties have signed this Amendment No. 1, the Agreement, and this
21 Amendment No. 1 together constitute the Agreement.
- 22 3. The Contractor represents and warrants to the County that:
- 23 a. The Contractor is duly authorized and empowered to sign and perform its obligations
24 under this Amendment No. 1.
- 25 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
26 authorized to do so and his or her signature on this Amendment No. 1 legally binds
27 the Contractor to the terms of this Amendment No. 1.
- 28

1 4. The parties agree that this Amendment No. 1 may be executed by electronic signature
2 as provided in this section.

3 a. An "electronic signature" means any symbol or process intended by an individual
4 signing this Amendment No. 1 to represent their signature, including but not limited
5 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
6 (3) an electronically scanned and transmitted (for example by PDF document)
7 version of an original handwritten signature.

8 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
9 equivalent to a valid original handwritten signature of the person signing this
10 Amendment for all purposes, including but not limited to evidentiary proof in any
11 administrative or judicial proceeding, and (2) has the same force and effect as the
12 valid original handwritten signature of that person.

13 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
14 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
15 2, Title 2.5, beginning with section 1633.1).

16 d. Each party using a digital signature represents that it has undertaken and satisfied
17 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
18 through (5), and agrees that each other party may rely upon that representation.

19 e. This Amendment No. 1 is not conditioned upon the parties conducting the
20 transactions under it by electronic means and either party may sign this Amendment
21 No. 1 with an original handwritten signature.

22 5. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
23 all of which together constitute this Amendment No. 1.

24 6. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
25 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
26 effect.

27 [SIGNATURE PAGE FOLLOWS]

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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

TYLER TECHNOLOGIES, INC.

COUNTY OF FRESNO

Mark Hawkins

Mark Hawkins, President, Property & Recording Division

Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

One Tyler Drive
Yarmouth, ME 04096

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

For accounting use only:

Org No.: 8905
Account No.: 7311
Fund No.: 1020
Subclass No.: 10000

Exhibit A-1



Quoted By: Erin Walker
 Quote Expiration: 5/20/25
 Quote Name: Fresno County - Move to Tyler Payments

Sales Quotation For:
 Fresno County
 Hall of Records Building
 2281 Tulane Street
 Fresno, CA 93715
 Phone: +1 (559) 488-3496

Transaction Fees

Description	Transaction Fees
Payments Core	\$ 0
Payments Core POS	\$ 0

Professional Services

Description	Extended Price	Maintenance
Records Management		
Project Management		
Implementation Services - Move from BridgePay		
Implementation Services - Move from Vital Check		
<i>Total Hours</i>	<i>56</i>	
<i>Sub-Total</i>	\$ 8,400	\$ 0
<i>Less Discount</i>	<i>\$ 3,000</i>	<i>\$ 0</i>
TOTAL	\$ 5,400	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Total Price	Total Maint.
Tyler One			
Payments Annual PCI Fee	15	\$ 2,700	\$ 0
Recording & Tax			
Payments Lane 7000 Annual Terminal Purchase	15	\$ 7,935	\$ 0
TOTAL		10,635	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 2,700
Total Tyler Services	\$ 5,400	\$ 0
Total Third-Party Hardware, Software, Services	\$ 7,935	\$ 2,700
Summary Total	\$ 13,335	\$ 2,700
Contract Total	\$ 16,035	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

Exhibit A-1

Comments

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) deliver 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.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Exhibit A-1



TYLER PAYMENTS:

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

By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Fees for year one of any hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance (if applicable).

Note:

Fresno County, CA will accept Visa, MasterCard, American Express, and Discover for transactions.

Payer Electronic Payment Costs If passing transaction costs to the payer	
<u>Payer Card Cost</u> – Service Fee – per card transaction with Visa, MasterCard, American Express, and Discover, for transactions. Applied to: Records Public Access - Online Records Management Cashiering – In Person	3.5% \$1.50 min
Miscellaneous Costs	
<u>Payer eCheck Cost</u> – Per electronic check transaction.	\$1.95
<u>eCheck Rejects</u> - When an eCheck Transaction comes back as declined (e.g bounced check)	\$5.00
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>Card Terminal Purchase</u> – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration, and support	Lane 7000: \$529 (one-time fee) Plus \$180 Device Annual Support