



AGENDA

St. Clair County Board of Commissioners Judiciary/Public Safety Committee

**Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060**

August 4, 2022 at 6:00 PM

-
- 1. Roll Call/Opening**
 - 2. Additions/Deletions/Changes to the Agenda**
 - 3. Citizens to be Heard**
 - 4. Updates**
 - 5. Conceptual Initiatives**
 - 6. Old Business**
 - 7. New Business**
 - A. Contract Approval Request - Westlaw/Thomson Reuters
 - B. Contract Approval Request - Corizon Health, Inc. d/b/a YesCare - Addendum #2 - Inmate Medical Services
 - C. Contract Approval Request - Corizon Health, Inc. d/b/a YesCare - Addendum #3 - Inmate Mental Health Services
 - D. Contract Approval Request - Tyler Technologies - Jury Management Software
 - 8. Other Judiciary/Public Safety Matters**
 - 9. Information Only**
 - 10. Receive and File Packets**
 - 11. Adjournment**

Committee Chair: Greg McConnell

Note: The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

Contract Approval Request - Westlaw/Thomson Reuters

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - Westlaw 2022_2025 Public Defender	7/28/2022	Cover Memo
📎	St Clair Public Defender update to 15 users__West Order Form._2022-07-25	7/28/2022	Cover Memo



COUNTY OF ST. CLAIR

Purchasing Division



CONTRACT APPROVAL REQUEST

- | | | |
|---|---|--|
| ☒ NEW CONTRACT | ☐ CONTRACT RENEWAL | ☐ CONSOLIDATION OF EXISTING CONTRACTS |
| ☐ BIDS REQUIRED | ☐ BIDS RECEIVED | ☒ NO BIDS REQUIRED |
| ☒ BOC POLICY COMPLIANCE | | ☒ SINGLE SOURCE |
| ☐ REVIEWED BY CORP COUNSEL | | ☐ CONTRACT EXTENSION |
| | | ☐ INCREASE WITHIN CPI-U |
| | | ☐ VALUE LESS THAN THRESHOLD |

VENDOR: Westlaw/Thomson Reuters

VALUE: \$29,769.84

TERM: 38 months

CONTRACT TYPE: Subscription

SERVICE DESCRIPTION: Online Legal Research Tool

DEPARTMENT(S): Public Defender

COMMENTS: The current Westlaw Proflex contract is for 14 attorneys and is in place until February 2023. The attached contract extends the service through August 2025 and increases the number of attorneys to 15.



Order Form

Order ID: Q-03556860

Contact your representative josh.lindquist@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000069376
ST CLAIR COUNTY
PUBLIC DEFENDER OFFICE
302 MICHIGAN ST
PORT HURON MI 48060-3855 US
"Customer"

Shipping Address

Account #: 1000069376
ST CLAIR COUNTY
PUBLIC DEFENDER OFFICE
302 MICHIGAN ST
PORT HURON MI 48060-3855 US

Billing Address

Account #: 1000069376
ST CLAIR COUNTY
PUBLIC DEFENDER OFFICE
302 MICHIGAN ST
PORT HURON, MI 48060-3855
US

This Order Form is a legal document between Customer and

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- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$765.00	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$697.68	2

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-03556860

Signature of Authorized Representative for order

Title



Printed Name

Date

This Order Form will expire and will not be accepted after 9/23/2022.



Attachment

Order ID: Q-03556860

Contact your representative josh.lindquist@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000069376

Order Confirmation Contact (#28)

Contact Name: Shankin, Sandy
Email: sshankin@stclaircounty.org

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Sandy Shankin
Email sshankin@stclaircounty.org

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000069376	ST CLAIR COUNTY	302 MICHIGAN ST PORT HURON MI 48060-3855 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
15	Attorneys	42077868	Westlaw Multi-State Analytical, Enterprise access, Government
15	Attorneys	42077818	Michigan State Primary Core for Govt

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Sandy	Shankin	sshankin@stclaircounty.org	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42077867	Westlaw Multi-State Analytical, Enterprise access, Government
42077817	Michigan State Primary Core for Govt

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$765.00	3.00	\$787.95	3.00	\$811.59	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

- ☐ NEW CONTRACT ☒ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS
- ☐ BIDS REQUIRED ☐ NO BIDS REQUIRED
☐ BIDS RECEIVED ☐ SINGLE SOURCE
☒ BOC POLICY COMPLIANCE ☐ CONTRACT EXTENSION
☒ REVIEWED BY CORP COUNSEL ☐ INCREASE WITHIN CPI-U
 ☐ VALUE LESS THAN THRESHOLD

VENDOR: Corizon Health, Inc. d/b/a YesCare

VALUE: \$2,002,023

TERM: 9/1/22 – 8/31/23

CONTRACT TYPE: Professional services

SERVICE DESCRIPTION: Inmate Medical Services

DEPARTMENT(S): Sheriff/Intervention Center

COMMENTS: One year extension of YesCare contract for medical services at the Intervention center; pricing is the same as 2021-2022 term.



St. Clair County Sheriff's Office
Administration
1170 Michigan Road
Port Huron, MI 48060

810.987.1737 ofc
810.985.3214 fax

Memorandum

Date: July 27, 2022

To: Board of Commissioners

From: Sheriff Mat King/Tracy DeCaussin, Jail Administrator

REF: Corizon Health, Inc. d/b/a YesCare - Amendment #2

-
1. The county has been in contracted with Corizon Health, Inc. d/b/a YesCare since 2019 to provide inmate medical services. The initial contract terms were for three years with the county having the ability to extend the agreement for two (2) consecutive one (1) year periods after the initial term has expired. The three year contract will expire on August 31, 2022. At this time we would like to move forward with the one (1) year extension of services.
 2. We also like to agree to revise Section 1.3 regarding a change in the Aggregate Limit. Amendment #2 states that should the cost of off-site medical exceed the Aggregate Limit of \$200,000, the County and YesCare agree to split the overage 50/50."
 3. Corizon Health, Inc. d/b/a YesCare agrees to keep contract amount same as contract year three rate of \$2,002,023.

We are asking approval of the Corizon Health, Inc., d/b/a YesCare Amendment #2 at the Board of Commissioner meeting August 16, 2022.

**SECOND AMENDMENT TO THE CONTRACT BETWEEN CHS TX, LLC D/B/A
YESCARE AND THE COUNTY OF ST. CLAIR, MICHIGAN**

THIS SECOND AMENDMENT TO THE CONTRACT (hereinafter the “Second Amendment”), effective this ____ day of _____, 2022, by and between CHS TX, Inc. d/b/a YesCare, successor by merger to the rights and obligations of Corizon Health, Inc. (hereinafter the “YesCare”) and the County of St. Clair, Michigan, a municipal corporation and political subdivision of the State of Michigan (hereinafter the “Client”). YesCare and the County are collectively referred to herein as the “Parties”.

WHEREAS, on September 1, 2019, the Client and YesCare entered into a Contract (hereinafter the “Contract”), by which YesCare assumed the responsibilities for the provision of on-site medical and mental health healthcare services to inmates of the Client; and

WHEREAS, the Client and YesCare entered into the First Amendment to the Contract effective April 13, 2021; and

WHEREAS, the party providing health care services under the Contract was Corizon Health, Inc. until May 5, 2022, when, as a result of certain merger transactions, the Contract became vested in CHS, TX, Inc d/b/a YesCare.

WHEREAS, YesCare and the Client desire to amend the Agreement again to effectuate the following changes:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. The parties agree to extend the Contract for a period of 12 months to and including August 31, 2023 (“Extension Term”).
2. The parties agree to revise Section 1.3 to reflect a change in the Aggregate Limit. The Aggregate Limit is \$200,000 and the parties agree to split 50/50 the cost of any outside medical services that exceed the Aggregate Limit.
3. The parties also agree to revise Section 8.1 Base Compensation for the Extension Term as follows:

Base Compensation. For purposes of this Contract only, beginning September 1, 2022 the Client hereby agrees to pay YesCare the annual base compensation for the Extension Term (September 1, 2022 – August 31, 2023) of \$2,002,032 payable in monthly installments of \$166,836.

In the event the ADP exceeds 500 inmates for a period of 60 consecutive days or more, the Client and YesCare hereby agree to renegotiate the compensation due and payable to YesCare. YesCare will bill the Client thirty (30) days before the first day of the month for which services will be rendered and the Client agrees to pay YesCare by the 30th day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month or year, compensation to YesCare will be prorated accordingly.

To the extent staffing changes are required due to the change in the ADP, the parties will negotiate a new staffing plan and document it through a letter agreement or contract amendment.

4. All other terms and conditions of the Contract shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in their official capacity and with legal authority to do so.

CHS TX, INC. D/B/A YESCARE

By: _____

Date: _____

Title: SVP Community Operations

COUNTY OF ST. CLAIR, MICHIGAN

By: _____

Date: _____

Title: _____



COUNTY OF ST. CLAIR

Purchasing Division



CONTRACT APPROVAL REQUEST

- | | | |
|---|--|--|
| ☐ NEW CONTRACT | ☐ CONTRACT RENEWAL | ☐ CONSOLIDATION OF EXISTING CONTRACTS |
| ☐ BIDS REQUIRED | ☐ NO BIDS REQUIRED | |
| ☐ BIDS RECEIVED | ☐ SINGLE SOURCE | |
| ☐ BOC POLICY COMPLIANCE | ☒ CONTRACT EXTENSION | |
| ☐ REVIEWED BY CORP COUNSEL | ☐ INCREASE WITHIN CPI-U | |
| | ☐ VALUE LESS THAN THRESHOLD | |

VENDOR: Corizon Health, Inc. d/b/a YesCare

VALUE: \$443,642

TERM: 9/1/22 – 8/31/23

CONTRACT TYPE: Professional services

SERVICE DESCRIPTION: Inmate Mental Health Services

DEPARTMENT(S): Sheriff/Intervention Center

COMMENTS: Amendment #3 is an addition to the YesCare contract to expand mental health services at the Intervention center.

Please contact the Purchasing Department at (810) 989-6375 with any questions



St. Clair County Sheriff's Office
Administration
1170 Michigan Road
Port Huron, MI 48060

810.987.1737 ofc
810.985.3214 fax

Memorandum

Date: July 27, 2022

To: Board of Commissioners

From: Sheriff Mat King/Tracy DeCaussin, Jail Administrator

REF: Corizon Health, Inc. d/b/a YesCare - Amendment #3

The county is currently contracted with St. Clair County Community Mental Health for inmate mental health services. We have been put on notice from SCC CMH about staffing issues and not being able to fulfill services of their contract.

This amendment will allow YesCare to absorb mental health services. The attached amendment shows a breakdown of associated cost and staffing needed to provide the increase demand for services in the facility.

We are asking approval of the Corizon Health, Inc., d/b/a YesCare Amendment #3 at the Board of Commissioner meeting August 16, 2022.

**THIRD AMENDMENT TO THE CONTRACT BETWEEN CHS TX, LLC D/B/A
YESCARE AND THE COUNTY OF ST. CLAIR, MICHIGAN**

THIS THIRD AMENDMENT TO THE CONTRACT (hereinafter the “Third Amendment”), effective this ____ day of _____, 2022, by and between CHS TX, Inc. d/b/a YesCare, successor by merger to the rights and obligations of Corizon Health, Inc. (hereinafter the “YesCare”) and the County of St. Clair, Michigan, a municipal corporation and political subdivision of the State of Michigan (hereinafter the “Client”). YesCare and the County are collectively referred to herein as the “Parties”.

WHEREAS, on September 1, 2019, the Client and YesCare entered into a Contract (hereinafter the “Contract”), by which YesCare assumed the responsibilities for the provision of on-site medical and mental health healthcare services to inmates of the Client; and

WHEREAS, the Client and YesCare entered into the First Amendment to the Contract effective April 13, 2021 and a Second Amendment effective September 1, 2022; and

WHEREAS, YesCare and the Client desire to amend the Agreement again to effectuate the following changes:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. Pursuant to the Second Amendment, the parties agreed to extend the Contract for a period of 12 months to and including August 31, 2023 (“Extension Term”).
2. For the Extension Term, the parties agree pursuant to this Amendment to expand the health care services provided by YesCare to include mental health services. Specifically, the following positions will added to the staffing plan: .1 FTE Psychiatrist; .3 FTE Behavioral Health Nurse Practitioner; and 2.0 FTE Mental Health Clinicians. A revised staffing plan is attached hereto as Exhibit A.
3. The parties also agree to revise Section 8.1 Base Compensation for the Extension Term as follows:

Base Compensation. For purposes of this Contract only, beginning September 1, 2022 the Client hereby agrees to pay YesCare the annual base

compensation for the Extension Term (September 1, 2022 – August 31, 2023) of \$2,445,494.00 payable in monthly installments of \$203,791.16.

In the event the ADP exceeds 500 inmates for a period of 60 consecutive days or more, the Client and YesCare hereby agree to renegotiate the compensation due and payable to YesCare. YesCare will bill the Client thirty (30) days before the first day of the month for which services will be rendered and the Client agrees to pay YesCare by the 30th day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month or year, compensation to YesCare will be prorated accordingly.

To the extent staffing changes are required due to the change in the ADP, the parties will negotiate a new staffing plan and document it through a letter agreement or contract amendment.

4. All other terms and conditions of the Contract shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment in their official capacity and with legal authority to do so.

CHS TX, INC. D/B/A YESCARE

By: _____

Date: _____

Title: SVP Community Operations

COUNTY OF ST. CLAIR, MICHIGAN



Mental Health Staffing

Description	FTE's	Cost
Medical Services (1)	12.23	\$ 2,002,032
Behavioral Staffing:		
Psychiatrist	0.10	92,717
Mid-Level (Behavioral)	0.30	73,008
Mental Health		
Clinicians	2.00	277,737
RN - Behavioral Health	-	-
Behavioral Health		
Total	2.40	\$ 443,462
	14.63	\$ 2,445,494
Double Check		\$ 2,445,494

Contract Approval Request - Tyler Technologies - Jury Management Software

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - Tyler Technologies - Jury Management Software	7/29/2022	Cover Memo
📎	St. Clair County Circuit Court, MI Jury Renewal Amend 072922 clean	7/29/2022	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

- | | | |
|---|--|--|
| ☐ NEW CONTRACT | ☒ CONTRACT RENEWAL | ☐ CONSOLIDATION OF EXISTING CONTRACTS |
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| ☐ BIDS RECEIVED | ☒ SINGLE SOURCE | |
| ☒ BOC POLICY COMPLIANCE | ☒ CONTRACT EXTENSION | |
| ☐ REVIEWED BY CORP COUNSEL | ☐ INCREASE WITHIN CPI-U | |
| | ☐ VALUE LESS THAN THRESHOLD | |

VENDOR: Tyler Technologies

VALUE: \$65,880

TERM: 7/28/22 – 7/27/25

CONTRACT TYPE: Software subscription

SERVICE DESCRIPTION: Jury Management Software

DEPARTMENT(S): Clerk

COMMENTS: This amendment extends the jury software for an additional 3 years. There is a 5% increase from the last term.



AMENDMENT

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. (as successor-in-interest to Courthouse Technologies Ltd.) with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and St. Clair County Circuit Court, with offices at 201 McMorran Ave. Rm 3400, Port Huron, MI 48060 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 25, 2013 ("Agreement");

WHEREAS, the Agreement was renewed via a Statement of Work dated July 28, 2017 for a five (5) year term ("Prior Renewal"); 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 the Client agree as follows:

1. The Agreement is hereby renewed for a three (3) year term, commencing July 28, 2022 and continuing through July 27, 2025 (the "Renewal Term").
2. Subscription fees for the software included in the Agreement, calculated on a per questionnaire/summons basis, are invoiced on an annual basis, beginning on the commencement of the Renewal Term. Subscription fees for the Renewal Term shall be \$2.44 for 9,000 summonses per year, for a total annual subscription fee of \$21,960.00.
3. The following additional payment terms shall apply and shall replace the SummonsDirect payment terms set forth in the Agreement and Prior Renewal:

"The subscription price to all products and services listed in this document are based on Client's estimated annual summons or questionnaire production of 9,000 documents per year, the "Annual Estimate".

If the number of documents actually produced annually with SummonsDirect (the "Actual"), exceeds the Annual Estimate, Tyler Technologies will charge you for each additional document printed in excess of the Annual Estimate at the per summons rate. Those charges will be billed monthly after you reach the Annual Estimate and continue month to month until the end of the annual term. The Actual will then become the new Annual Estimate for the next annual term.

In the event the Actual is fewer than the Annual Estimate, Tyler Technologies will adjust the Annual Charges for SummonsDirect (and by extension, the Subscription Fees) according to our then prevailing, published rates at the volume of the Actual, except



that at no time shall Annual Charges be less than 75% of the Annual Estimate. The Actual will become the Annual Estimate for the subsequent annual term and will be invoiced at the published rates for the new Annual Estimate.

If the total revised charges are less than the total charges you paid for SummonsDirect (and by extension, the Subscription Fees) based on your original Annual Estimate, Tyler Technologies will credit you the difference between the total revised Annual Charges and the amount you paid based on your original Annual Estimate, in an amount up to 25% of the original Annual Estimate.”

- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement as modified by this Amendment. 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.

St. Clair County, MI

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____