

**AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2022 and terminating June 30, 2023
2 by and between the COUNTY OF SISKIYOU, hereinafter referred to as the "County" and
3 MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin,
4 California 95677, hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

5 1. The County hereby engages the services of the Contractor, and the Contractor agrees to
6 serve County in accordance with the terms and conditions set forth herein.

7 2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall
8 provide the services described in Exhibit A.

9 3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay
10 Contractor the amount set forth in Exhibit B. Support to County in excess of the terms of
11 this agreement, as deemed necessary by County, will be billable to County at Contractor's
12 standard hourly rate subject to advance written approval of County. If on-site support is
13 required, travel time and expenses will be charged in addition to the hourly rate for work
14 on-site. Contractor shall submit original receipts for travel expense reimbursement.

15 4. Payments. County shall make payments of compensation Annually as set forth in Exhibit
16 B on submittal of an invoice. Contract payments are due and payable to Megabyte
17 Systems, Inc. 2630 Sunset Blvd, Suite 100, Rocklin, California 95677, within 30 days of
18 receipt of the invoice. Invoices shall be submitted to:

19 Siskiyou County Assessor-Recorder

20 311 Fourth Street, Room 108

21 Yreka, CA 96097

22 5. Changes. Changes and modifications to this Agreement may only be made by prior
23 written change order of County, accepted in writing by the Contractor, specifying such
24 change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to
25 by the parties hereto. In no case shall County pay for any extra work or material furnished
26 except as previously agreed upon in such a written change order. The Contractor and the
27 County shall determine whether any change or modification will cause a delay in
28 Contractor completing all work and if so, the duration of such delay.

- 29 6. County's Responsibility to Provide. County will provide, at its own expense, access to
30 Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds
31 (County minimum of T1 or business DSL speed).
- 32 7. No Waiver by County. Inspection of the work by the County, or the statement by any
33 officer, agent, or employee of the County, prior to written acceptance of the work or any
34 part thereof, indicating that the work or any part thereof complies with the requirements
35 of this Agreement, or the County's payment for the whole or any part of the work, or any
36 combination of these acts, shall not relieve the Contractor of obligation to fulfill this
37 Contract as prescribed. Waiver of any provision of this Agreement by the County in any
38 single instance shall not prejudice County's right to enforcement of all provisions of this
39 Agreement in any other instance.
- 40 8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the
41 County, its officers, agents, and employees, from and against any and all claims and
42 losses whatsoever accruing or resulting to any and all persons, firms or corporations for
43 damage, injury or death as a result of negligence by Contractor in Contractor's
44 performance of this Agreement.
- 45 9. Patent or Copyright Infringement.
- 46 A. Contractor represents that the materials and products produced hereunder do not
47 violate others intellectual property rights (which include patent, copyright, trademark,
48 trade secret or other proprietary right.) In the event a claim, cause of action,
49 proceeding or other legal action should arise in which there are claims that the
50 materials and/or products infringe or violate another's intellectual property rights,
51 Contractor shall undertake to protect, defend, settle or resolve the proceeding at no
52 cost, whatsoever, to County, including, but not by way of limitation, legal fees,
53 disbursements, judgments, or the like. Contractor shall protect, defend and
54 indemnify and hold County harmless, subject only to County giving Contractor
55 prompt written notice of any such third party claim, cause of action or proceedings
56 and rendering to Contractor any reasonable information, assistance or access to
57 documents and materials required in the defense of any such cause of action.
- 58 B. Should the materials and/or products in Contractor's opinion, be likely or become the
59 subject of a claim of infringement of a patent, copyright or trademark, Contractor
60 may do any of the following: (1) obtain a legally binding right for County to use, at
61 no cost to County, the material and/or product; (2) replace or modify the material
62 and/or product so that it is non-infringing yet still complies with the RFP and the

63 Contract specifications; (3) repurchase the material and/or product by refunding all
64 moneys paid by County to Contractor for the material and/or product less
65 depreciation and reasonable costs for use and such other amounts as are mutually
66 agreeable to County and Contractor.

67 10. Title to Work. Upon termination of this agreement for any reason title to, ownership of,
68 and all applicable patents, copyrights and trade secrets in the MPTS software, shall
69 remain with the contractor as owner/holder of such patents, copyrights, and trade
70 secrets, who shall retain complete rights to market such product, and no such rights shall
71 pass to County. However, County shall receive, at no additional cost, a perpetual license
72 to use such products for its own use.

73 11. Source Code. Contractor shall place source code for the licensed software and any
74 changes thereto, into a software escrow account. County shall have access to the source
75 code in the event Contractor fails to fulfill its maintenance and support obligations, or in
76 the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County
77 shall be able to use the source code according to the terms of this agreement, and must
78 also be permitted to modify the code for its own use consistent with this agreement.

79 12. Insurance. Contractor shall maintain, at Contractor's own expense during the term
80 hereof, insurance with respect to Contractor's performance of this Agreement of the
81 types and in the minimum amounts described generally as follows:

82 A. Full Workers' Compensation and Employer's Liability Insurance covering all
83 employees of Contractor as required by law in the State of California.

84 B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance
85 (Bodily Injury and Property Damage) of not less than One Million Dollars
86 (\$1,000,000) combined single limit per occurrence (claim made).

87 C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)
88 on owned, hired, leased and non owned vehicles used in conjunction with
89 Contractor's business of not less than Three Hundred Thousand (\$300,000)
90 combined single limit per occurrence (claim made).

91 13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the
92 aforementioned insurance shall be furnished by the Contractor to the County by
93 certificates of insurance. Such certificates shall specify that County must be given written
94 notice 30 days prior to the cancellation or modification of any such insurance.

- 95 14. Insurance in Force and Effect During Contract Period. The insurance specified above
96 shall be in a form and placed with an insurance company or companies satisfactory to
97 County, and shall be kept in force and effect until completion to the satisfaction and
98 acceptance by County of all work to be performed by the Contractor under this
99 Agreement.
- 100 15. Confidentiality. Confidential information is defined as all information disclosed to
101 Contractor which relates to the County's past, present, and future activities, as well as
102 activities under this Contract. Contractor will hold all such information in trust and
103 confidence. Upon cancellation or expiration of this Agreement, Contractor will return to
104 County all written and descriptive matter which contains any such confidential
105 information.
- 106 16. Independent Contractor. Contractor shall perform this contract as an independent
107 contractor for all purposes. Contractor is not, and shall not be deemed, a County
108 employee for any purpose, including worker's compensation. Contractor shall, at
109 Contractor's own risk and expense, determine the method and manner by which the
110 duties imposed on Contractor by this contract shall be performed; provided that County
111 may monitor the work performed by Contractor; and provided further that Contractor shall
112 observe and comply with all laws and rules applicable to County in performing the work.
113 Contractor, not County, shall be responsible for Contractor's negligence and that of
114 Contractor's agents and employees in performing the work. Contractor shall be entitled
115 to none of the benefits accorded to a County employee. County shall not deduct or
116 withhold any amounts whatsoever from the compensation paid to Contractor, including
117 but not limited to amounts required to be withheld for state and federal taxes. Contractor
118 alone shall be responsible for all such payments.
- 119 17. Termination. The County or Contractor may terminate this agreement with 60 days
120 written notices.
- 121 18. Notices. All notices provided for by this Agreement shall be in writing and may be delivered
122 by deposit in the First Class United States mail, by certified, or by registered mail, postage
123 prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to
124 Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin, California 95677.
125 Notices to the County shall be addressed Siskiyou County Assessor-Recorder. 311 Fourth
126 Street, Room 108. Yreka, CA 96097. Effective date of all notices shall permit a minimum of
127 five (5) days for transit in the mails.

128

129 IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set
130 forth below, each signatory represents that he/she has the authority to execute this agreement and to
131 bind the party on whose behalf his/her execution is made.

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137 Date: _____

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141 ATTEST:
142 Laura Bynum, Clerk
143 Siskiyou County Board of Supervisors

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146 By: _____
147 Deputy

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150 Date: _____

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155 Date: _____

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161 APPROVED BY INFORMATION TECHNOLOGY:

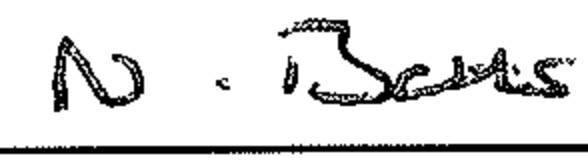
162
163

164 By:  _____
165 Ben Harper, IT Manager
166 Avenu Insights & Analytics

COUNTY OF SISKIYOU:

By: _____
Brandon A. Criss, Chair
Siskiyou County Board of Supervisors

CONTRACTOR: Megabyte Systems, Inc.

By:  _____
Nicholas M. Betts, President
Megabyte Systems, Inc.
TAXPAYER I.D. 77-0547969

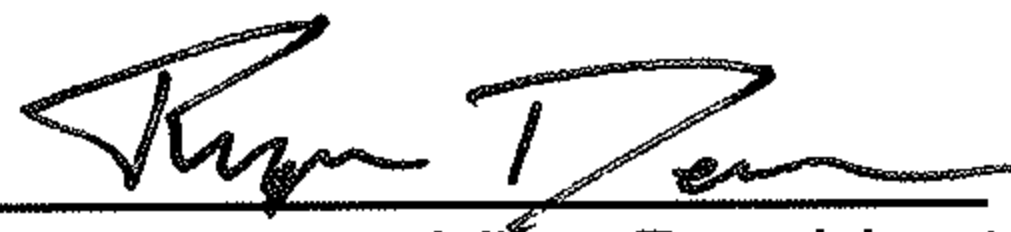
By:  _____
Ryan A. Dean, Vice President
Megabyte Systems, Inc.
TAXPAYER I.D. 77-0547969

EXHIBIT A
SCOPE OF SERVICE

MPTS maintenance support

Contractor will provide the following maintenance support services:

- Hot line phone support for the Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
 - Web training classes
 - Training materials will be posted on the Megabyte website
 - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
 - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County).
 - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
 - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte at option of the County. However, main responsibility for backups of the 601 roll and related backups are County responsibility.
 - Assistance with balancing.
 - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at its own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

SQL Server Database Support is not covered under this scope of service. Any additional services would require an addendum to this agreement. Database support (including version upgrades) will be a billable item – Minimum charge for database support will be \$5,000 per incident plus \$500 per hour with a minimum of 1 hour. County is responsible for monitoring database performance, tuning and routine maintenance.

Online Business Property Filing Maintenance/Support

Contractor shall provide the following MPTS Online Business Property Filing Maintenance & Support to this application as follows:

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change.
- View/Print of completed form(s).
- Extraction of data for web access.
- Audit reports.
- Import/merge of filed data to the personal property system.
- Images/PDF retained of the filed statements with access via the personal property subsystem.

MPTS Web Services – Public Tax Collector Access

- Search capabilities limited to Parcel or Assessment numbers.
- Tax Collector – Current Tax Roll information only.
- Cosmetic Customizations only i.e. color schemes, County logos, etc
- Note: this version does not have any Security features. Name only appears, not address.
- Web bill print for Tax Collector (additional annual charge).

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The annual support cost for services described in Exhibit A – Scope of Service shall be as follows:

FY-2022/2023 Rates	
MPTS Property Tax System Maintenance (SQL Server Database Support Excluded)	\$177,965.61 annual charge
Public Web – Tax Collector Module Tax Collector - Web Bill Print	\$ 3,662.29 annual charge \$ 945.72 annual charge
Online Business Property Filing (V 2.0) Maintenance/Support	\$3,488.23 annual charge
TOTAL NOT TO EXCEED	\$186,061.85

COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows (any additional services would require an addendum to this agreement):

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:
\$150.00 per hour
2. On-site support, with a four-hour minimum, including time in transit.
\$150.00 per hour