

**AGREEMENT  
MPTS PROPERTY TAX SYSTEM  
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2023 and terminating June 30, 2024  
2 by and between the COUNTY OF YOLO, hereinafter referred to as the "County" and MEGABYTE  
3 SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California 95677,  
4 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.

15 4. Payments. County shall make payments of compensation hereunder quarterly on  
16 submittal of an invoice. Contract payments are due and payable to Megabyte Systems,  
17 Inc. 2630 Sunset Blvd, Suite 100, Rocklin, California 95677, on the 1<sup>st</sup> business day of the  
18 quarter being billed for. Invoices shall be submitted to:

19 County of Yolo  
20 Department of Financial Services  
21 625 Court Street, Room 103  
22 Woodland, CA 95695

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

28 County shall determine whether any change or modification will cause a delay in  
29 Contractor completing all work and if so, the duration of such delay.

30 6. County's Responsibility to Provide. County will provide, at its own expense, access to  
31 Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds  
32 (County minimum of T1 or business DSL speed).

33 7. No Waiver by County. Inspection of the work by the County, or the statement by any  
34 officer, agent, or employee of the County, prior to written acceptance of the work or any  
35 part thereof, indicating that the work or any part thereof complies with the requirements  
36 of this Agreement, or the County's payment for the whole or any part of the work, or any  
37 combination of these acts, shall not relieve the Contractor of obligation to fulfill this  
38 Contract as prescribed. Waiver of any provision of this Agreement by the County in any  
39 single instance shall not prejudice County's right to enforcement of all provisions of this  
40 Agreement in any other instance.

41 8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the  
42 County, its officers, agents, and employees, from and against any and all claims and  
43 losses whatsoever accruing or resulting to any and all persons, firms or corporations for  
44 damage, injury or death as a result of negligence by Contractor in Contractor's  
45 performance of this Agreement.

46 9. Patent or Copyright Infringement.

47 A. Contractor represents that the materials and products produced hereunder do not  
48 violate others intellectual property rights (which include patent, copyright, trademark,  
49 trade secret or other proprietary right.) In the event a claim, cause of action,  
50 proceeding or other legal action should arise in which there are claims that the  
51 materials and/or products infringe or violate another's intellectual property rights,  
52 Contractor shall undertake to protect, defend, settle or resolve the proceeding at no  
53 cost, whatsoever, to County, including, but not by way of limitation, legal fees,  
54 disbursements, judgments, or the like. Contractor shall protect, defend and  
55 indemnify and hold County harmless, subject only to County giving Contractor  
56 prompt written notice of any such third party claim, cause of action or proceedings  
57 and rendering to Contractor any reasonable information, assistance or access to  
58 documents and materials required in the defense of any such cause of action.

59 B. Should the materials and/or products in Contractor's opinion, be likely or become the  
60 subject of a claim of infringement of a patent, copyright or trademark, Contractor  
61 may do any of the following: (1) obtain a legally binding right for County to use, at

62 no cost to County, the material and/or product; (2) replace or modify the material  
63 and/or product so that it is non-infringing yet still complies with the RFP and the  
64 Contract specifications; (3) repurchase the material and/or product by refunding all  
65 moneys paid by County to Contractor for the material and/or product less  
66 depreciation and reasonable costs for use and such other amounts as are mutually  
67 agreeable to County and Contractor.

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

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

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

83 A. Full Workers' Compensation and Employer's Liability Insurance covering all  
84 employees of Contractor as required by law in the State of California. Statutory  
85 Limits/Employers Liability of One Million Dollars (\$1,000,000) per accident of bodily  
86 injury or disease.

87 B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance  
88 (Bodily Injury and Property Damage) of not less than Two Million Dollars  
89 (\$2,000,000) combined single limit per occurrence (claim made) and Four Million  
90 Dollars (\$4,000,000) in the aggregate.

91 C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)  
92 on owned, hired, leased and non owned vehicles used in conjunction with  
93 Contractor's business of not less than One Million Dollars (\$1,000,000) combined  
94 single limit per occurrence (claim made).

95 D. The County, it's officers, agents, employees and volunteers shall be named as  
96 additional insured on all but the workers' compensation coverage.

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

101 14. Insurance in Force and Effect During Contract Period. The insurance specified above  
102 shall be in a form and placed with an insurance company or companies satisfactory to  
103 County, and shall be kept in force and effect until completion to the satisfaction and  
104 acceptance by County of all work to be performed by the Contractor under this  
105 Agreement.

106 15. Confidentiality. Confidential information is defined as all information disclosed to  
107 Contractor which relates to the County's past, present, and future activities, as well as  
108 activities under this Contract. Contractor will hold all such information in trust and  
109 confidence. Upon cancellation or expiration of this Agreement, Contractor will return to  
110 County all written and descriptive matter which contains any such confidential  
111 information.

112 16. Independent Contractor. Contractor shall perform this contract as an independent  
113 contractor for all purposes. Contractor is not, and shall not be deemed, a County  
114 employee for any purpose, including worker's compensation. Contractor shall, at  
115 Contractor's own risk and expense, determine the method and manner by which the  
116 duties imposed on Contractor by this contract shall be performed; provided that County  
117 may monitor the work performed by Contractor; and provided further that Contractor shall  
118 observe and comply with all laws and rules applicable to County in performing the work.  
119 Contractor, not County, shall be responsible for Contractor's negligence and that of  
120 Contractor's agents and employees in performing the work. Contractor shall be entitled  
121 to none of the benefits accorded to a County employee. County shall not deduct or  
122 withhold any amounts whatsoever from the compensation paid to Contractor, including  
123 but not limited to amounts required to be withheld for state and federal taxes, unless  
124 required by law. Contractor alone shall be responsible for all such payments.

125 17. Termination. The County or Contractor may terminate this agreement with 60 days  
126 written notices.

127 18. Notices. All notices provided for by this Agreement shall be in writing and may be  
128 delivered by deposit in the First Class United States mail, by certified, or by registered

129 mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall  
130 be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin,  
131 California 95677. Notices to the County shall be addressed to Department of Financial  
132 Services. 625 Court Street, Room 103. Woodland, CA 95695. Effective date of all  
133 notices shall permit a minimum of five (5) days for transit in the mails.

134  
135  
136 By \_\_\_\_\_  
137 Chad Rinde  
138 Chief Financial Officer

By \_\_\_\_\_  
Jesse Salinas  
Assessor

139  
140  
141 Dated \_\_\_\_\_

Dated \_\_\_\_\_

142  
143  
144 Contractor: Megabyte Systems, Inc

Approved as to form:

145  
146  
147 By \_\_\_\_\_  
148 Nicholas M. Betts  
149 President

By Hope P. Welton for  
Eric May  
Senior Deputy County Counsel

150  
151 Dated \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICE

#### **MPTS maintenance support services**

Contractor will provide the following maintenance support services:

- Hot line phone support for the Assessor and Department of Financial Services user staff (formally known as Auditor-Controller/Treasurer-Tax Collector), 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: 2<sup>nd</sup> copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
  - Assistance with balancing property and tax assessment programs.
  - 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 it's 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 services**

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitor Disk Space on MPTS Server.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Assist with the installation SQL Server service packs when notified to do so by Megabyte.
- Assist with the installation MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

## **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

## Ownership Transfer API Maintenance/Support

Megabyte Property Tax System (MPTS) – Just Appraised Application Programming Interface (API).

The MPTS - Just Appraised Application Programming Interface (API) provide two general-purpose functions: one to extract information from MPTS; one to insert information into MPTS.

**Get Data from MPTS:** This function returns a small record set for each Assessment requested. The record set provides parcel data and ownership information and is used to create new records, remove existing records, or to modify ownership percentage(s) in existing records.

- Parcel Data – Assessment Number, Legal Description, Property Address (Situs), Acreage, Exemption Flag, Land Use Code.
- Ownership Information – Assessment Number, Ownership ID, Names, Address, percentages, Set & Sequence Numbers.

**Put Data into MPTS:** This function accepts a Java Script Object Notation (JSON) file (from Just Appraised) as input and inserts the file contents into MPTS.

- New Ownership ID
- New Names & Address
- Related Notes
- Transfer History
- Physical Characteristics
- Error Codes

## EXHIBIT B

### PAYMENT FOR SERVICES RENDERED

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

Term	Description	Amount
7/1/2023 – 6/30/2024	MPTS Property Tax System Maintenance/Support	\$72,765.63 Quarterly
7/1/2023 – 6/30/2024	Online Business Property Filing (OBPF) Maintenance/Support	\$3,662.64 Annual Charge
7/1/2023 – 6/30/2024	Just Appraised Ownership Transfer API Maintenance/Support	\$3,150.00 Annual Charge

### 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:

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**
3. Travel expenses: At actual cost in accordance with County's current travel expense policy.

**ADDENDUM TO AGREEMENT  
PROPERTY TAX SYSTEM MAINTENANCE  
JULY 1<sup>st</sup> 2023**

**MEGABYTE SYSTEMS INC  
MPTS WEB SERVICES**

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This MPTS Web Services Agreement is by and between the County of Yolo, hereinafter referred to as the "County" and Megabyte Systems, Inc. whose mailing address is 2630 Sunset Blvd, Suite 100. Rocklin, California 95677, hereinafter referred to as "Contractor". Federal ID #: 77-0547969.

1. This Agreement is considered to be an addendum to the existing Agreement Property Tax System Maintenance dated July 1<sup>st</sup>, 2023 in effect between County and Contractor.
2. **Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Tax Collector Public Version and Assessor Public Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

3. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS Web software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.
4. **Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual license fee is paid to Contractor by County.
5. **Services to be provided.** Contractor shall provide the following MPTS Web Services to the County.

- Search capabilities limited to Parcel or Assessment numbers.
- Assessor Inquiry – Current Assessment Roll information only.
- Tax Collection – Current Tax Roll information only.
- Cosmetic Customizations only i.e. color schemes, County logos, etc.
- Note: this version does not have any Security features. Address only appears, not name.
- Prior Year (previous year only) Taxbill Online through the Public Tax Collector site (additional annual charge of \$330.97 included in price below).
- Historical Expansion (additional historical year) Taxbill Online through the Public Tax Collector site (additional annual charge of \$956.61 included in price below).
- Web Bill Print (current year) Taxbill Online through the Public Tax Collector site (additional annual charge of \$993.00 included in price below).

6. **Price.** The annual charge for the MPTS Web Services described above is \$8,433.24. If on-site support is required travel time and expenses will be billable to County at the standard Megabyte rate. County is responsible for paying any state or local sales or use taxes that may be attributable to the License granted herein.
7. County must provide communication access to Contractor via the Web at acceptable speeds (County minimum of 128K).
8. **Termination.** County or Contractor may terminate this Addendum with 60 days written notice. This Agreement may be terminated without affecting the basic Property Tax Support Agreement.

County of Yolo, a political  
subdivision of the State of California.

By \_\_\_\_\_  
Tom Haynes  
Interim Chief Financial Officer

By \_\_\_\_\_  
Jesse Salinas  
Assessor

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Contractor: Megabyte Systems, Inc

By \_\_\_\_\_  
Nicholas M. Betts  
President