

**AMENDMENT NO. 10
TO THE AGREEMENT WITH MEGABYTE SYSTEMS, INC. SOFTWARE SUPPORT
AND MAINTENANCE SERVICES**

This Amendment to the Software License Agreement ("Original Agreement" herein) dated March 24, 2015, by and between the County of Tehama, (County) and Megabyte Systems, Inc. (Contractor) for the provision of extending the term of the agreement and modifying the compensation amount shall be amended as follows:

- A. Replace lines 1-4 on Page 1 of EXHIBIT C to the Original Agreement, "Agreement Megabyte Property Tax System (MPTS) Maintenance" in its entirety as follows:
 - a. THIS SUPPORT AGREEMENT, is for the term beginning July 1st, 2024 and terminating June 30, 2025 by and between the COUNTY OF TEHAMA, 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 the "Contractor".
- B. Replace section 6 of EXHIBIT C to the Original Agreement, "County's Responsibility to Provide" in its entirety as follows:
 - a. County shall comply with all requirements that apply to it under applicable laws and regulations, including laws and regulations governing intellectual property and data privacy. County will provide, at its own expense, access to Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).
- C. Replace section 15 of EXHIBIT C to the Original Agreement, "Confidentiality" in its entirety as follows:
 - a. A. Contractor will hold all County Data in trust and confidence, and limit access to such County Data to only those individuals who have a business need for such access and undertake reasonable steps to ensure the reliability of all individuals who have access to such County Data. Contractor shall implement and maintain commercially reasonable technical and organizational security controls to protect and safeguard County Data from unauthorized use or disclosure, which shall include written policies describing its security controls and the relevant procedures and responsibilities of Contractor personnel who have access to County Data. Contractor shall designate a senior employee to be responsible for the overall management of Contractor's information security program. Upon cancellation or expiration of this Agreement, Contractor will return to County all written and descriptive matter which contains any such County Data.
 - B. Contractor shall, where legally required, notify County of any unauthorized access to or use of County Data when Contractor discovers the same. In such circumstances, Contractor shall provide timely information to County relating to such unauthorized access or use and promptly take reasonable steps to contain, investigate, and mitigate the same. Any action or notification taken by Contractor in

accordance with this clause shall not be interpreted or construed, in any manner, as an admission of liability, wrongdoing, or fault. Contractor shall not be liable to County or any third party for damages, losses, or harm arising from any unauthorized access to or use of County Data, provided such damages, losses or harm are caused by an act or omission of County or a third party acting outside the control of Contractor, or by County's breach of this agreement.

D. Add section 19 of EXHIBIT C to the Original Agreement, "Audit by the California State Auditor" as follows:

- a. Audit by the California State Auditor. Contractor acknowledges that if the total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to the examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under this agreement.

E. Add section 20 of EXHIBIT C to the Original Agreement, "Data Protection" as follows:

- a. A. County hereby acknowledges and agrees that in order to provide the Support Services, County may directly or indirectly provide, or Contractor will otherwise have access to and retain, confidential, non-public information (including personally identifiable information), statistics, metrics, and other data concerning County or County's clients or constituents (collectively, "County Data"). As between County and Contractor, County owns County Data and all County Data shall remain the property of County. County hereby grants to Contractor and its affiliates and subcontractors a right and license to use and process County Data to the extent reasonably necessary to (i) monitor, provide, administer, ensure the proper operation of, develop, improve, and modify the Support Services, (ii) develop and provide new and existing functionality and services to County and other Contractor customers, and (iii) perform Contractor's rights and obligations under this Agreement.
- B. Contractor shall not collect, retain, use, sell, or disclose County Data for any purpose (including for any commercial purpose) other than for the specific purposes set forth in this Agreement, unless otherwise required by law, and shall not use County Data for the purposes of conducting online/targeted behavioral advertising for County or any other third party. Contractor shall, at County's reasonable request, cease any unauthorized processing of County Data and grant County authorization to assess and remediate any such unauthorized processing. Except to the extent otherwise agreed to by Contractor in writing (and a statement of work, order form, or similar documentation are acceptable forms of writing), County shall not provide Contractor with any unencrypted personally identifiable information that is considered sensitive (e.g., a social security number, driver's license number,

financial account data, health data) as part of the Support Services or otherwise. Any violation of this clause by County shall be considered a material breach of this Agreement and County hereby releases Contractor from, and shall not hold Contractor liable for, any loss, damages, or harm Contractor incurs as a result of County's violation of this Section 10.

C. Cooperation; Assistance. Contractor shall provide reasonable assistance to County to enable County to comply with its obligations and responsibilities under any applicable privacy law, including with respect to providing access to, correcting, and deleting County Data. Contractor shall promptly notify County if Contractor receives a correspondence, inquiry, complaint, request, or demand concerning Contractor's use or processing of County Data.

F. Add section 21 of EXHIBIT C to the Original Agreement, "Dispute Resolution" as follows:

- a. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration. The arbitration shall be conducted by a neutral arbitrator and in accordance with California law, with the parties sharing equally the costs of arbitration. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

G. Add section 22 of EXHIBIT C to the Original Agreement, "Subcontractors" as follows:

- a. County hereby acknowledges and agrees that Contractor may use affiliates and subcontractors to assist with its provision of Support Services to County, provided Contractor executes with any such affiliates and subcontractors a written agreement that contains terms and conditions that are substantially similar to the terms and conditions set forth in this Agreement. Contractor shall undertake all reasonable efforts to ensure that any such affiliates and subcontractors can comply, and are in compliance, with the terms and conditions set forth in this agreement.

H. Add section 23 of EXHIBIT C to the Original Agreement, "Feedback" as follows:

- a. County may voluntarily, but is not required to, provide Contractor and/or Contractor affiliates and subcontractors with ideas, suggestions, requests, recommendations or feedback about the Contractor's business operations, products, and services ("Feedback"). In circumstances where County provides Contractor and/or Contractor affiliates and subcontractors with such Feedback, Contractor shall own all rights, title and interest, including all intellectual property rights, in and to the Feedback, including any configurations and customizations thereof. County hereby represents and warrants to Contractor that it has all rights to provide any and all such Feedback to Contractor.

- I. Replace EXHIBIT 2 "Payment for Services rendered" of the Original Agreement in its entirety as follows:

**EXHIBIT 2
PAYMENT FOR SERVICES RENDERED**

The monthly support cost for services described in Exhibit 1 "Scope of Service" shall be as follows:

\$9,482.48 per month, beginning July 1, 2024, the Maximum Compensation payable under this Agreement shall not exceed \$140,000. Going forward said cost shall be adjusted annually on July 1, of each year, to the rate set by the Pacific Cities US City Average Index (hereinafter "index") as of the rate set on December 31 of the prior year (e.g. the rate of the Index as of December 31, 2023, shall be used to adjust cost of services beginning on July 1, 2024). In the event Contractor seeks to increase cost of services in excess of the rate set by the Index for any given year, Contractor must provide written notice to County to specify the amount of rate increase for that year and said notice must be received by County no later than April 1, of the year the increase is to take effect, or else the rate set by the Index shall be used (e.g. Contractor seeks to increase above Index rate for the year 2024, County must receive written notice from Contractor no later than April 1, 2024 or the Index rate shall be used beginning July 1, 2024).

COMPENSATION FOR EXTRA SERVICES

COUNTY shall not be liable for the cost of any services provided in excess of those specified in Exhibit 1 "Scope of Service" and CONTRACTOR shall not present any claim for any such excess services excepting upon the express written consent of the County Assessor, Auditor, and or Treasurer/Tax Collector and pursuant to the terms below and those stated in Exhibit C, "Agreement Megabyte Property Tax System (MPTS) Maintenance":

1. Emergency off-site support outside the hours of 8 AM to 5 PM or on weekends or holidays, at a rate of \$150.00 per hour, not to exceed \$10,000.
2. On-site support shall be \$150 per hour, not to exceed \$10,000, including reimbursement for travel expenses in accordance with County's current travel expense policy and as stated in Exhibit C.
3. Public Web- Assessor and Tax Collector Modules \$6,361.85 annually
4. Tax Collector- Up to Seven Years View/Print Tax bill Online \$2,714.25 annually
5. Tax Sale Module \$3,565.25 annually

This Amendment No. 10, together with the Original Agreement and Amendment No. 1 dated June 28, 2016 and Amendment No. 2 dated April 25, 2017 and Amendment No. 3 dated March 24, 2018 and Amendment No. 4 dated April 18, 2019 and Amendment No. 5 dated May 19, 2020 and Amendment No. 6 dated June 29, 2021 and Amendment No. 7 dated May 24, 2022 and Amendment No. 8 dated May 16, 2023 constitutes and Amendment No. 9 dated May 16, 2023 the entire agreement of the parties and supersedes all previous agreements, writings and oral statements. In the event of any inconsistency or conflict between this Amendment and the Original Agreement, the provisions of this Amendment shall prevail over those of the Agreement and all Attachments to the Agreement. In the event of any inconsistency or conflict between the provisions of the main body of this Amendment and any exhibit to this Amendment, the main body of the Amendment shall prevail. This Amendment and the Agreement may not be further modified except in a writing signed by both parties.

Notice shall be deemed to be effective two days after mailing.

All other terms of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below:

MEGABYTE SYSTEMS, INC.

By N. Betts
Nick Betts, President

COUNTY OF TEHAMA

By John Seagr
Chairman, Tehama County Board of Supervisors



Tehama County:

For FY-2024/25 Megabyte will be increasing maintenance and support costs by 3.4% for all services provided. This increase has been set in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2023.

FY-2024/2025 Rates	
MPTS Property Tax System Maintenance	\$ 9,482.48 per month
Public Web – Assessor and Tax Collector Modules Tax Collector – Up to Seven Years View/Print Taxbill Online	\$ 6,361.85 annual charge \$ 2,714.25 annual charge
Tax Collector – Tax Sale Module Maintenance/Support	\$ 3,565.25 annual charge

E-Contract Review
Approval as to Form

Department Name: Treasurer / Tax Collector

Vendor Name: Megabyte Systems Incorporated

Contract Description: Property Tax Software Amendment-10

APPROVED AS TO FORM:

Date: 4/30/2024



Office of the Tehama County Counsel
Margaret E. Long, County Counsel



Tehama County

Minutes Certification

727 Oak Street, Red
Bluff, CA 96080
(530) 527-4655
<http://www.co.tehama.ca.us>

File Number: 24-481

Enactment Number: MISC. AGR 2024-127

TREASURER/TAX COLLECTOR

- a) AGREEMENT - Approval and authorization for the Chair to sign Amendment #10 to the Agreement with Megabyte Property Tax System (Misc. Agree. #2015-50 as amended by Misc. Agree. #2016-135, #2017-81, #2018-67, #2019-100, #2020-116, #2021-151, #2022-149, #2023-130, and #2023-131 for software maintenance, thereby amending the amount not to exceed \$9,482.48 per month with fixed fees not to exceed \$12,642 and extending the term, effective 7/1/24 and shall terminate 6/30/25.

Enactment No: MISC. AGR 2024-127

A motion was made by Supervisor Moule, seconded by Vice Chair Hansen, to approve the Consent Agenda. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA
MOVER: William Moule
SECONDER: Matt Hansen
AYES: Supervisor Moule, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach
ABSENT: Supervisor Carlson

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 5/14/2024.

Attest: *Jennifer Vise*

May 23, 2024
Date Certified