

**AMENDMENT NO. 2
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, 2017 and terminating June 30, 2018 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 EXHIBIT 2 "Payment for Services rendered" of EXHIBIT C to 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:

\$7,704.38 per month, beginning July 1, 2017, the Maximum Compensation payable under this Agreement shall not exceed \$93,000. 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, 2016, shall be used to adjust cost of services beginning on July 1, 2017). 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 March 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 2018, County must receive written notice from Contractor no later than March 1, 2018 or the Index rate shall be used beginning July 1, 2018).

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.

This Amendment No. 2, together with the Original Agreement and Amendment No. 1 dated June 28, 2016, constitutes 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 

Sharon Zachte, President

COUNTY OF TEHAMA

By 

Chairman, Tehama County Board of Supervisors

EXHIBIT 1

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's 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 Contractor personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Contractor.
- 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 Contractor 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:
 - Contractor 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)
 - Contractor 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 Contractor 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 Contractor 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 Contractor via Contractor 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.
- 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 Contractor 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. Contractor will install it and do any necessary property system upgrades). Contractor 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 Contractor, then this activity will be billable to the County.
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

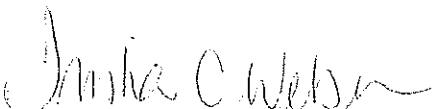
County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Contractor.
- Install MPTS service packs when notified to do so by Contractor.
- If on-site support is required travel time and expenses will be billable to County pursuant to the terms of the Agreement.

E-Contract Review
Approval as to Form

Department Name: Tehama County Tax Collector
Vendor Name: Megabyte Systems, Inc.
Contract Description: Amendment to Agreement adjusting compensation.

Approved as to Form:

By: 
Trisha C. Weber
Deputy County Counsel

Date: 4-19-17

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

C O N S E N T A G E N D A

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Candy Carlson, Supervisor - District 2
SECONDER:	Steve Chamblin, Supervisor - District 1
AYES:	Carlson, Garton, Chamblin, Williams, Bundy

8. ASSESSOR / AUDITOR / TAX COLLECTOR

- a) AGREEMENT – Approval and authorization for the Chairman to sign Amendment No. 2 to the Agreement with Megabyte Property Tax System (Misc. Agree. #2015-50) for software maintenance thereby amending the amount to \$7,704.38 per month and amending the term to 7/1/17 to terminate 6/30/18. (Miscellaneous Agreement #2017-81)

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER A. 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 the 25th day of April 2017.

DATED: April 25, 2017

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

