

**SOFTWARE UPGRADE LICENSE & MAINTENANCE ADDENDUM  
TO  
MEGABYTE (MPTS2000+) PROPERTY TAX SYSTEM AGREEMENT**

This SOFTWARE UPGRADE LICENSE & MAINTENANCE ADDENDUM is made and entered into as of July 1, 2007, by and between MONTEREY COUNTY ("County") and MEGABYTE SYSTEMS, INC., a California corporation ("Contractor"), whose mailing address is 2241 Sunset Blvd, Suite C. Rocklin, California, 95765.

**RECITALS**

WHEREAS, Contractor has developed and owns all rights in and to the computer software and documentation known as MPTS2000+ which currently makes up the County's property system for the Assessor, Auditor, and Tax Collector covered under this agreement; and

WHEREAS, County wishes to acquire a software upgrade for its current Property Information System to run in a .Net computer environment from Contractor, and Contractor is willing to grant to County certain rights with respect to the Software, on the terms and conditions set forth herein; and

WHEREAS, this Software Upgrade, identified as MPTS2010+, is considered to be an addendum to the existing Contractual Agreement, (A-07625 dated April 28, 1998) Megabyte Client Server Property Tax System, in effect between County and Contractor; collectively referred to hereinafter as "Agreement"

**TERMS**

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

**1. DEFINITIONS**

1.1 Software. As used herein, the term "Software" shall mean the upgraded computer application software called by Contractor "MPTS2010+," described in Exhibit "A" attached hereto and, by this reference, made a part hereof, including all coding (object code and source code), tapes, discs, modules, and similar materials comprising such software. The Software is described more specifically in the documentation (defined below and in Exhibit "A").

1.2 Documentation. As used herein, the term "Documentation" shall mean the documentation relating to the Software, which Software is described in Exhibit "A", attached hereto, and all manuals, reports, brochures, sample runs, specifications and other materials comprising such documentation.

1.3 System. As used herein, the term "System" shall mean the upgraded Software and the Documentation (referred to as MPTS2010+), collectively. Reference to the System shall include any component thereof. All modifications and enhancements to the System shall be deemed to be part of the System as defined herein and shall be subject to all of the terms and conditions set forth herein.

## 2. GRANT OF LICENSE

2.1 Grant of License. Contractor hereby grants to County a license with respect to the Software, subject to the terms and conditions set forth herein (the "License").

### 2.2 Scope of License.

2.2.1 The License granted herein shall consist solely of the non-exclusive, non-transferable right of County to (1) operate the Software for the purpose of providing services solely in connection with County's existing business or functions; (2) copy the Software solely for backup purposes; and (3) to receive and use the Documentation.

2.2.2 The License granted herein shall not entitle County to (1) operate the Software on any equipment other than County owned, leased, or operated hardware; (2) operate the Software other than in connection with County's existing business or function; (3) to permit any person or entity other than County, its employees and its patrons to operate the Software; (4) to copy the Software in any manner or in any form other than solely for backup purposes; (5) to modify or enhance the Software in any respect; or (g) to transfer any right in the Software to any other person or entity.

2.3 Ownership. County acknowledges and agrees that, as between Contractor and County, title and full ownership of all rights in and to the System and all other materials provided to County hereunder shall remain with Contractor. County further acknowledges and agrees that the System, and all ideas and expressions contained therein, are proprietary information and trade secrets of Contractor. However, the County shall receive, at no additional cost, a perpetual license to use the Software for its own use.

2.4 Source Code Access. Contractor shall place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code in the event Contractor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy,

dissolution, or appointment of a receiver for Contractor. County shall be able to use the source code according to the terms of this agreement, and must also be permitted to modify the code for its own use consistent with this agreement. The source code is held by: FLG Consulting, Escrow Manager, 7112 N. Fresno Street, Suite 450, Fresno, CA 93720 (Phone: 559-256-5000).

### 3. TERM

3.1 Duration. The License granted herein shall be effective as of the Addendum Date and shall remain in effect perpetually unless terminated as provided in Section 3.2.

3.2 Provision for Early Termination. County may at any time terminate the License granted herein if Contractor has breached a material provision of this Agreement which shall include, but not be limited to Sections 2, 4, 6, 7, and 8 and has failed to cure such breach within sixty (60) days after receiving written notice thereof. County upon ninety (90) days notice may terminate the license granted herein in the event of a change in the nature, scope, or requirements of County's program or operations. Contractor may at any time terminate the License granted herein if County has breached a material provision of this Agreement (which shall include, but not limited to Sections 5, 7, and 8) and has failed to cure such breach within thirty (30) days after receiving written notice thereof.

3.3 Fiscal Appropriations. Contractor acknowledges that County is a governmental agency, and as such has fiscal legal limitations, including, but not limited to, the availability of funding from fiscal year to fiscal year for ongoing contracts. Contractor agrees that in the event County is required to terminate this Agreement as a result of inability to achieve fiscal appropriation for the contract, such shall not be considered a default by County of any terms thereof and no liability will be placed on County.

3.4 Events Upon Termination. Upon any termination of the License granted herein, the parties shall comply with the provisions of Section 9.

### 4. SERVICES TO BE PROVIDED

4.1 Installation. Contractor shall deliver and install an executable copy of all programs and supporting user documentation (outlined in Exhibit "A" – Scope of Work) for County no later than August 31, 2009. This date, on which Contractor has delivered and installed the System shall be referred to herein as the "Installation Date." Contractor will tailor the SQL2005 database to support the new environment.

4.2 Conversion. Contractor will perform the necessary data conversion to Microsoft database server, SQL2005.

4.3 Interoperability. Contractor warrants that County will continue to have access to extract data using industry standard schema and non-proprietary query tools.

4.4 Training. Contractor shall provide to County up to 2 days per County Department relating to the use of the Upgraded System.

4.5 Support Services (Maintenance). Contractor shall continue to provide County the support services relating to the System as set forth and described in Exhibit "B" – Maintenance Scope of Work, currently in existence for the MPTS2000+ version of the system. Upon delivery of the upgraded software, said Scope of Work and maintenance requirements shall then cover the MPTS2010+ version of the System rather than the MPTS2000+ version.

## 5. COMPENSATION

5.1 Upgrade License Fee. As compensation for Contractor's fulfillment of promised work and grant of license for the Software, County shall pay to Contractor a total amount not to exceed \$396,000. This is in addition to any applicable system maintenance services performed pursuant to and more particularly set forth in Exhibit "B", and the associated maintenance charges as more particularly set forth in Exhibit "C".

5.2 Payments. Payment of the Upgrade License Fee set forth in Section 5.1 shall be paid by County pursuant to the terms and conditions described in Section 6.2.

5.2.1 Support Services (Maintenance) Contractor agrees to maintain and support (as more particularly set forth in Exhibit "B") MPTS2000+ which currently makes up the County's property system for the Assessor, Auditor, and Tax Collector until the Software Upgrade (MPTS2010+) is operational.

5.2.2 Payments. Payment of the normal annual maintenance charge shall continue to be paid by the County for the basic maintenance and support of the MPTS2000+ system as more particularly set forth in Exhibit "C" – Maintenance Rates. Contractor may adjust the rate annually in accordance with the US City Average Consumer Price Index. Contractor shall provide the County with annual rates no later than February 15<sup>th</sup> of each calendar year for County budgeting purposes.

### 5.3 Other Compensation

5.3.1 Fee for Additional Services. If Contractor provides services requested in writing by County which are in addition to the services specified in

Section 4, County shall as compensation for such additional services pay to Contractor a fee based on Contractor's then prevailing rate for such services and such request and fee shall be in the form of an amendment of this Agreement or by separate contract.

5.3.2 Expenses relating to Services. County shall reimburse Contractor for all necessary travel, lodging, and per diem expenses incurred by Contractor and its employees in performing Contractor's obligations hereunder. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Monterey County Travel Policy. Reimbursement for expenses shall not exceed \$1,500 per fiscal year during the term of this Agreement unless a different amount is authorized by amendment of this Agreement.

#### 5.4 General

5.4.1 Invoices. Contractor shall invoice County for the additional License Upgrade fee along with the normal annual maintenance charge. County shall pay each invoice within thirty (30) days after receipt thereof.

5.4.2 Taxes. County shall be responsible for payment of any and all taxes or other governmental charges or fees attributable to the License granted herein.

### 6. WARRANTY

6.1 General Warranty. Contractor warrants to County that Contractor has full right and authority to grant to County the License herein and that County's possession and use of the System in accordance with the License herein shall not infringe any United States copyright or patent.

6.2 Performance. Contractor warrants to County that application software contracted for by County will perform in substantial compliance with the Documentation and the representations and features listed in Exhibit A. There are no express or implied warranties, including the implied warranty of merchantability and fitness for a particular purpose not specifically set forth in this Agreement, with respect to this Agreement, or the software or other products, documentation or other products.

County agrees to pay Contractor in four (4) installments for the installation of MPTS2010+ pursuant to the following terms and conditions: County will pay the first installment amount (\$99,000) within 30 days from the date payment is made for the fiscal year 2007-08 maintenance for the MPTS2000+ system. Prior to June 30, 2008 County will review Contractor's installation progress to determine whether adequate progress has been made in connection with the functional features of MPTS2010+ described in Exhibit "A" and the install date of August 31, 2009. If County determines, at its sole discretion, reasonably exercised, that

adequate progress has not been made by Contractor, further installment payments required by this Agreement will be suspended until final installation and acceptance of MPTS2010+ has occurred. Resumption of any deferred payments will be made in annual increments of \$99,000 and paid within 30 days from the date of annual system maintenance payments. If the Software is not completely installed and operable on August 31, 2009, further installment payments required by this Agreement will be suspended until final installation and acceptance of MPTS2010+ has occurred. Resumption of any deferred payments will be made in annual increments of \$99,000 and paid within 30 days from the date of annual system maintenance payments.

If by June 30, 2008 County determines, at its sole discretion, reasonably exercised, that adequate progress has been made on MPTS2010+ County will pay Contractor the second Installment (\$99,000) within 30 days from the date payment is made for fiscal year 2008-09 maintenance for the MPTS2000+ system. County will annually pay the final two installments (\$99,000) for MPTS2010+ following final installation and acceptance of the complete MPTS2010+ system. Such payments will be made within 30 days from the dates payments are made for the 2009-10 and 2010-11 maintenance of the MPTS2010+ system.

## 7. CONFIDENTIALITY

7.1 County Obligations. County acknowledges that, by virtue of the License granted herein, it will have access to certain proprietary information and trade secrets of Contractor, including without limitation proprietary information and trade secrets relating to the System (collectively, the "Confidential Matters"). County agrees that the Confidential Matters, and all information comprising or relating to the Confidential Matters, shall be deemed confidential and proprietary to Contractor, shall be held in trust by County, and shall be safeguarded by County to the same extent that County safeguards confidential matters relating to its own operation which in no event shall be less than the safeguards that a reasonably prudent person or business would exercise under similar circumstances.

7.2 Exceptions. County's obligations pursuant to Section 7.1 shall not apply to information which is in the public domain, other than as a result of any breach of this Agreement, or to information which County is obligated to disclose pursuant to the lawful order of any court or government instrumentality in the United States, but only to the extent required by such order.

7.3 Contractor's Obligations. Contractor acknowledges that, by virtue of the County/developer relationship established herein, it will have access to certain confidential information relating to the County's clients and activities. Contractor agrees that all information relating to the activities and the clients of County shall be deemed confidential and proprietary to County, shall be held in trust by Contractor, and shall be safeguarded by Contractor to the same extent

that Contractor safeguards confidential matters relating to its own clients and activities which in no event shall be less than the safeguards that a reasonably prudent person or business would exercise under similar circumstances.

7.4 Exceptions. Contractor's obligations pursuant to Section 7.3 shall not apply to information which is in the public domain, other than as a result of any breach of this Agreement, or to information which Contractor is obligated to disclose pursuant to the lawful order of any court or government instrumentality in the United States, but only to the extent required by such order.

## 8. LIABILITY

8.1 Indemnification by Contractor. Contractor shall indemnify, defend and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreements, and from any and all claims. Liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor's performance of this Agreements, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officer, employees, agents and subcontractors.

8.2 Indemnification by County. County shall indemnify and hold harmless Contractor, and its directors, officers, and employees from and against any and all liability, losses, damages, and expenses (including without limitation reasonable attorney's fees and costs) incurred by Contractor, or its directors, officers, or employees which arise out of or relate to County's breach of any provision thereof.

8.3 Limitations on Liability. Notwithstanding the provisions of Sections 8.1 and 8.2, the liability of the parties and the remedies of the parties shall be limited as follows:

8.3.1 Uncontrollable Events. Neither party shall bear any liability arising out of events beyond the control of such party, including without limitation acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.

8.3.2 Consequential Damages. Neither party shall bear any liability for special, consequential, incidental, or indirect damages (including

without limitation loss of anticipated income or profits, loss of goodwill, or other loss or damages), even if such party has been informed of the possibility of such damages.

8.4 Insurance. Without limiting Contractor's indemnification of the County, Contractor shall provide and maintain at its own expense during the term of this Agreement the following programs of insurance covering its operations hereunder:

8.4.1 General and Auto Liability. Insurance shall include but not be limited to, commercial general liability with a combined single limit of not less than \$1,000,000 per occurrence and an automobile policy with a combined single limit of not less than \$300,000 per occurrence. Such insurance shall be primary and not contributing with any other insurance maintained by County. Contractor shall provide or arrange for its insurer to provide County with a certificate of such insurance and an endorsement naming County as an additional insured.

8.4.2 Workers' Compensation. A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of Contractor and all risks to such persons under this Agreement.

8.5 Other Insurance Requirements. Such insurance shall be provided through insurer(s) satisfactory to County and certificates evidencing such insurance, along with significant endorsements, shall be delivered to County on or before the effective date of this Agreement, and shall stipulate that the County is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

## 9. TERMINATION

Upon any termination of the License granted herein, County shall immediately cease except as applicable to situations set forth in Section 2.4 above, using the Software, and County shall, within ten (10) days after the date of termination, return to Contractor the Software and all other materials provided to County hereunder, and all copies thereof in County's possession or under its control. Notwithstanding the preceding sentence, if County has terminated this Agreement in accordance with Section 3.2 and County has paid to Contractor the full amount of the fee provided in Section 5.1 and all other amounts then owing to Contractor under Section 5, then County may retain the Software and continue to use the Software and related Systems, subject to the provisions of Sections 2, 7, 8, and 10, but without maintenance or support from Contractor thereafter.



Termination of the MPTS2000+ Property Tax System Agreement will terminate this Agreement.

## 10. GENERAL PROVISIONS

10.1 Compliance with Laws. Each party shall, in performing its obligations hereunder, comply with all laws, rules, regulations and governmental orders applicable to such party.

10.2 Amendments. This agreement may be amended or supplemented from time to time, but only by a written instrument executed by County and Contractor. As used herein, the term "Agreement" shall include any future amendments or supplements made hereto.

10.3 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

10.4 Recitals and Exhibits. The Recitals to this Agreement and the exhibits attached to this Agreement shall be considered part of the Agreement and are incorporated herein by this reference.

10.5 Survival. The provisions of Sections 7, 8, 9, and 10 shall survive any termination or expiration of this Agreement and the License granted herein.

10.6 Relation Between the Parties. This Agreement shall not be construed to constitute either party as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever.

10.7 Assignment. Neither this Agreement, the License granted herein nor any other right or obligation hereunder shall be assigned, delegated or otherwise transferred by either party, without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the preceding sentence, Contractor may assign, delegate, or otherwise transfer this Agreement, the License granted herein, and Contractor's rights and obligations hereunder to any affiliate of contractor, or to any successor of Contractor's business or any part thereof, without the prior written consent of County, but, in the event that the County objects to such a transfer, it may terminate the Agreement upon giving Contractor 90 days notice.

10.8 Successors. Subject to the restrictions in Section 10.7, this Agreement shall bind and inure to benefit of the respective assigns, successors, representatives and affiliates of the parties.

10.9 Waiver. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

10.10 Certain Remedies. The parties acknowledge and agree that any breach by a party of Section 7 of this Agreement would cause irreparable damage to the other party, the exact amount of which would be impossible to ascertain, and for that reason, the injured party shall be entitled to injunctive relief in the event of any actual or threatened breach of Section 7. Such relief shall be in addition to any remedies to which that party may be entitled under law or otherwise.

10.11 Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

10.12 Nondiscrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the Monterey County nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

10.13 Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Monterey County Treasurer-Tax Collector  
168 West Alisal 1<sup>st</sup> Floor  
Salinas, CA 93901

To Contractor: Sharon A Zachte, President  
Megabyte Systems, Inc.  
2241 Sunset Blvd Suite C  
Rocklin, Ca 95765

10.14 Conflicts. Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement. Execution of this Agreement shall constitute a written determination on behalf of County that the services provided by Contractor under this Agreement are so limited in scope that Contractor is not required under County's Conflict of Interest Code to file Statements of Economic Interest (FPPC Form 700).

10.15 Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

10.16 Enforcement. If either party shall bring an action of any nature against the other party by reason of the breach of any provision of this Agreement, or otherwise arising out of this Agreement, whether for declaratory or other relief, the prevailing party in such action shall be entitled to such party's reasonable expenses relating to such action, including its costs of suit and attorneys' fees.

10.17 Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Monterey, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

<p><b>COUNTY OF MONTEREY</b></p> <p>By: _____ David Potter, Chair of the Board of Supervisors</p> <p>"County"</p>	<p><b>MEGABYTE SYSTEMS, INC.</b></p> <p>By: <u>Sharon A. Zachte</u> Sharon A. Zachte President/CFO/Treasurer</p> <p>"Contractor"</p>
<p>Taxpayer Identification No. 77-0547969</p>	
<p>ATTEST: LEW C. BAUMAN, Clerk of the Monterey County Board of Supervisors</p> <p>By: _____</p> <p>APPROVED AS TO FORM: Charles McKee, Monterey County Counsel</p> <p>By: _____ Jerrold Maklin, Deputy</p> <p>Date: _____</p>	<p><b>MEGABYTE SYSTEMS, INC.</b></p> <p>By: <u>Nicholas Betts</u> Nicholas Betts Secretary</p> <p>"Contractor"</p>

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

<p>COUNTY OF MONTEREY</p> <p>By: <u>David Potter</u> David Potter, Chair of the Board of Supervisors</p> <p>"County"</p>	<p>MEGABYTE SYSTEMS, INC.</p> <p>By: _____ Sharon A. Zachte President</p> <p>"Contractor"</p>
<p>Taxpayer Identification No. 77-0547969</p>	
<p>ATTEST: LEW C. BAUMAN, Clerk of the Monterey County Board of Supervisors</p> <p>By: <u>[Signature]</u></p> <p>APPROVED AS TO FORM: Charles McKee, Monterey County Counsel</p> <p>By: <u>[Signature]</u> Jerrold Maklin, Deputy MEGABYTE/County Fiscal Depts; MPTS 2007 Upgrade not to exceed \$396,000.00</p> <p>Date: <u>7-17-07</u></p>	<p>MEGABYTE SYSTEMS, INC.</p> <p>By: _____ Secretary/Treasurer/CFO "Contractor"</p> <p>Reviewed as to fiscal provisions <u>Michael J. Miller</u> 7/17/07 Auditor-Controller County of Monterey</p>

## EXHIBIT A – STATEMENT OF WORK

Contractor will re-write or re-code the entire MPTS2000+ Property Tax System currently written in the Delphi programming language (Object Pascal) and C++ (see plus plus) and compiled for use on the 32 bit Microsoft Windows platform with the Microsoft SQL Server 2000 database engine. The newly written code will be compiled and shall be known as MPTS2010+. The source code for MPTS2010+ will consist of only C# (see sharp) and will be for use on the Microsoft .NET platform with the Microsoft SQL Server 2005 database engine. **All the features and functionality that currently exists within the MPTS2000+ system shall also be available and functional in the MPTS2010+ system.**

The following lists the general features and major functions of MPTS2000+ that will be upgraded. This list is not intended to be a complete listing of the entire functionality of the MPTS2000+ System as over 2,962 executables, stored procedures, triggers, views, tables and reports (Table A) will be upgraded to the MPTS2010+. To achieve MPTS2010+, Contractor will contribute its application knowledge, system design and programming resources for the property application upgrade to SQL2005 and .Net environment utilizing C# as the application programming language. All work performed by Contractor shall be of a high professional quality. Contractor warrants and represents that all personnel provided, including employees, subcontractors and consultants will be qualified for the work to which they are assigned.

### MPTS 2000+ PROPERTY SYSTEM

#### • GENERAL FEATURES

The property system is an integrated system for Assessor, Auditor, and Tax Collector, featuring on-line updating and inquiry as well as batch processes, using state-of-the-art software and hardware. Comprehensive security is provided to insure that users have access only to information and functions authorized for them.

Types of assessments supported by the system:

- Real Property
- Boats
- Aircraft
- Possessory Interests
- Businesses
- Mobile Homes
- SB813 Supplementals
- Utility Roll from SBE
- Ag Preserve (Williamson Act)
- Non-Producing Mineral Rights
- Incorporeal Hereditaments
- Non-Taxable Assessments

All assessments are tied to a fee parcel (real property). Access to the property rolls is available by:

- Fee or assessment number
- Owner name (all owners, including Et Als)
- Situs address

- Legal description
- Boat number
- Aircraft number
- DBA name

- **ASSESSOR FUNCTIONS**

- Real Property ownership transfers
- Option to accept & process electronic issuance of recorded documents
- Real property appraisal: includes process & tracking of base year values
- Exemptions
- Unsecured property
- Ag Preserve
- Personal property
- Preparation of Board Order changes
- Value history
- Reporting features

- **TAX COLLECTOR FUNCTIONS**

- On-line inquiry for various agencies
- On-line collections for all rolls
- Tax statements & notices
- Cortac processing
- Microfiche of all tax rolls
- On-line access to 12 years of prior year tax rolls
- Redemption process and related delinquency notices
  - Automated 5-year pay plans on delinquency
  - 4-Year pay plans
- Remittance processing
- Fully integrated delinquent roll with Board Order change functions
- Unsecured partial payments
- Lien process – including electronic process to recorder
- Roll corrections
- Reporting features

- **AUDITOR FUNCTIONS**

- Apportionment
- Tax roll controls/audits with daily reporting of audit control of Roll changes
- Tax Rate Area controls
- Refund issuance
- AB8 processing - on-line establishment
- Direct assessments
- Special assessments
- Board Order changes
- File maintenance roll adjustments
- Utility roll processing
- Homeowners apportionment
- Reporting features

- **OPTIONAL FUNCTIONS**

- Assessor - Online Business Property Filing
- Assessor & Tax Collector Web Enhancements Public Version
- Assessor & Tax Collector Web Enhancements Agency Version

- **ELEMENTS BY DEPARTMENT**

Due to the complexity of the MPTS2000+ System it is impractical to list every element that will be upgraded in this Scope of Work. Table "A" is a summary that includes, but is not limited to, the MPTS2000+ Program Elements the Contractor will upgrade to MPTS2010+.

Table A

Department	Programs	Stored Procedures	Views/Triggers/Tables	Reports
Assessor	230	493	318	
Auditor	109	152	210	
Tax Collector	150	380	200	
Master	0	60	0	
Reports – All				550
<b>TOTALS</b>	<b>489</b>	<b>1085</b>	<b>728</b>	<b>550</b>
			<b>Total Elements</b>	<b>2962</b>

- **LOCATION OF WORK.** Contractor will perform all such work offsite from the County and at Contractor's own discretion.

- **PERFORMANCE, DELIVERABLES and ACCEPTANCE** Contractor will begin development of MPTS2010+ on July 1, 2007. The upgraded application will be installed at the County in phases over the next 2 years at the Contractor's discretion provided that the County has the Contractor recommended hardware (as fully described in the following Section titled County Hardware and Software Requirements) in operation. In addition, performance, deliverables and payments shall be governed by the terms enumerated in Section 6.2 of this Agreement Addendum.

Contractor provides assurances and guarantees MPTS2010+, at a minimum, shall be complete and fully functional as is described by this statement and other contracts and contract addendums by August 31, 2009. County shall notify Contractor, in writing, of any known deficiencies and gaps of contractual agreement. Contractor shall be required to remedy and/or respond to written notifications of contractual deficiencies and/or gaps of contractual performance within 60 days of receipt of correspondence of deficiencies.

Contractor and the County will consider this work acceptable and completed once the current MPTS2000+ system has been completely re-written in C#, and all of the executables, features and functionality are available for use by the County.



• **COUNTY HARDWARE AND SOFTWARE REQUIREMENTS**

Contractor has provided and County agrees to procure the following recommended hardware and software necessary for Contractor to install and maintain MPTS2010+. Due to the dynamic nature of computer hardware and software and the inability to control third-party products these requirements are subject to change if in the future they become no longer available. Also all processor and disk space sizes are preliminary and may be increased in size at the sole discretion of the County. Any other changes to these requirements must be agreed upon by both the Contractor and the County.

**Client Workstation Requirements – (Power User Requirements)**

**Operating System:**

- Microsoft Windows 2000 with Service Pack 4 or later
- Microsoft Windows XP Professional
- Microsoft Windows Vista Professional

**Hardware Requirements:**

- Intel® Pentium® dual-core processor (or equivalent), 1 GHz or higher – 1 GB RAM required, 2 GB RAM recommended.
- 60 GB available hard-disk storage (with 10 MB free space for application workspace)
- Display resolution 1024x768, 256 colors, 1280x1024, 356 colors recommended.

**Software Requirements:**

- Microsoft Internet Explorer 6.0 or later
- Microsoft .Net Framework 2.0 or later
- Microsoft Office 2003 or later
- To use Megabyte/Outlook Integration features, one of the following versions of Outlook is required: Outlook 2003, Outlook XP, Outlook 2007
- To use Megabyte/Office Integration features, one of the following versions of Office is required: Office 2003, Office XP, Office 2007

**Network Connection:**

- T1 Internet Connection
- LAN (Local Area Network) with 100 MBPS Ethernet access

**Database Server Requirements**

**Operating System:**

- Microsoft Windows Server 2003 Standard Edition, Service Pack 2 or Later
- Microsoft Windows Vista Server

**Database:**

- Microsoft SQL Server 2005 Standard Edition

**Hardware Requirements:**

- Intel® Pentium® dual-core processor (or equivalent), 3 GHz or higher – 2 GB RAM required, 4 GB RAM recommended.
- 300 GB available hard disk storage (with 40 GB free space required for server workspace)
- Display resolution 800x600, 256 colors, 1024 x 768, 256 color recommended.

**Software Requirements:**

- Microsoft Internet Information Server 6.0 or later
- Microsoft .Net Framework 2.0 or later
- Microsoft Terminal Services

**Network Connection:**

- T1 Internet connection
- LAN (Local Area Network) with 100/1000 Mbps Ethernet access

**Web Application Server Requirements****Operating System:**

- Microsoft Windows Server 2003 Standard Edition, Service Pack 2 or later
- Microsoft Windows Vista Server

**Hardware Requirements:**

- Intel® Pentium® dual-core processor (or equivalent), 2 GHz or higher – 2 GB RAM required, 4 GB RAM recommended.
- 160 GB available hard disk storage (with 40 GB free space required for server workspace)
- Display resolution 800x600, 256 colors, 1024x768, 256 colors recommended.

**Software Requirements:**

- Microsoft Internet Information Server 6.0 or later
- Microsoft .Net Framework 2.0 or later
- Microsoft Terminal Services

**Network Connection:**

- T1 Internet connection
- LAN (Local Area Network) with 100/1000 Mbps Ethernet access

**Business Rule Engine (BRE) Server Requirements****Operating System:**

- Microsoft Windows Server 2003 Standard Edition, Service Pack 2 or Later
- Microsoft Windows Vista Server

**Hardware Requirements:**

- Intel® Pentium® dual-core processor (or equivalent), 2 GHz or higher – 2 GB Ram required, 4 GB RAM recommended.
- 160 GB available hard disk storage (with 20 GB free space required for server workspace)
- Display resolution 800 x 600, 256 colors, 1024 x 768, 256 colors recommended.

**Software Requirements:**

- Microsoft BizTalk 2006 with Rule Engine add-on
- Microsoft Internet Information Server 6.0 or later
- Microsoft .Net Framework 2.0 or later
- Microsoft Terminal Services

**Network Connection:**

- T1 Internet connection
- LAN (Local Area Network) with 100/1000 Mbps Ethernet access

## EXHIBIT B – MAINTENANCE

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

### Basic MPTS2000+ System Maintenance/Support

**Work.** Contractor shall provide the following MPTS2000+ System maintenance and support:

- Hot line phone support for the Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property system. Internet Help Desk may be utilized.
- 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's personnel.
- New State mandated changes to the application.
- Installation/setup of application stored procedures/triggers/database scheduled tasks when necessary.

### SQL Database Administration

**Work.** Contractor shall provide the following database administration support services for the Property Tax System utilizing SQL Server as follows:

- Necessary tuning / routine maintenance / notification of service pack upgrades needed. (These must be run by County personnel on the physical machine)
- General SQL maintenance
- Monitoring of SQL Logs for errors and corrective action
- 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 System's 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 NT operating system errors & take corrective action or notify Megabyte Systems, then this activity will be a billable item to the County]
- Megabyte Systems must have administrator rights (SA)

**County Responsibilities.** 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.
- MPTS2000+ system backups.

- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS2000+ service packs when notified to do so by Megabyte.

**Price.** The price for Megabyte Systems services to be provided to the County under the terms of this Agreement are fully described in Exhibit "C".

- All database administrative activities shall be through Internet support between County and Megabyte Systems.
- County must provide communication access to Megabyte at acceptable speeds (County minimum of 128K).

**Termination.** This portion of the Support agreement may be terminated by County or Contractor with 60 days written notice. This Agreement may be terminated without affecting the basic Property Tax Support Agreement.

### **Online Business Property Filing Maintenance/Support**

**Work.** Contractor shall provide the following MPTS2000+ Online Business Property Filing Maintenance & Support to this application as follows:

- Ability for business taxpayers to file their 571L, 571M, 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

**Price.** The price for Megabyte Systems services to be provided to the County under the terms of this Agreement are fully described in Exhibit "C".

### **MPTS2000+ Web Enhancements/Services Maintenance**

**Work.** Contractor shall provide the following MPTS2000+ Web Services & support as follows:

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
- Assessor Inquiry – Current Assessment Roll information only.
- 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.

Agency Version for Assessor and Tax Collector Departments:

- Assessor Historical search capabilities (dependant on the amount of online history stored the County).
- Tax Collector Historical search capabilities (dependant on the amount of online history stored the County).
- Customization of displayed data.

**Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Tax Collector Public Version and the Assessor Public and Agency Version of the MPTS2000+ 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.

**Price.** The price for Megabyte Systems services to be provided to the County under the terms of this Agreement are fully described in Exhibit "C".

**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 maintenance fee is paid to Contractor by County.

## EXHIBIT C – MAINTENANCE RATES

### Basic Maintenance & Support Rates for Fiscal Year 2007-08 MPTS2000+

Description	Annual Rate
Basic Maintenance/Support for Assessor, Auditor & Tax Collector	\$171,995.00
SQL Database Administration for Assessor, Auditor & Tax Collector	22,631.00
Online Business Property Filing Maintenance/Support for Assessor	2,562.50
Web Enhancements: Public Version for Assessor & Tax Collector	4,464.00
Web Enhancements: Agency Version for Assessor & Tax Collector	11,160.00
<b>Total</b>	<b>\$212,812.50</b>