

**Megabyte Systems, Inc.****SECOND AMENDMENT TO AGREEMENT FOR SERVICES #245-S1711**

**THIS SECOND AMENDMENT** to that Agreement for Services #245-S1711 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Megabyte Systems, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2630 Sunset Boulevard, Rocklin, California 95677 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide property tax services and support for the County's Information Technologies Department pursuant to Agreement for Services #245-S1711, dated January 3, 2017, and First Amendment to Agreement for Services #245-S1711, dated October 26, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to update the scope of work by adding the Megabyte Property Tax System (MPTS)-Just Appraised Application Programming Interface (API) Module, amending **ARTICLE 1, Work**, and adding **Amended Exhibit A, Scope of Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to include a new fee schedule for the updated scope of work, amending **ARTICLE 2, Price**, and adding **Amended Exhibit B-1, Payment for Services Rendered**;

**WHEREAS**, the parties hereto desire to amend the Agreement to add **ARTICLE 24, Electronic Signatures**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #245-S1711 on the following terms and conditions:

- I. **ARTICLE I, Work**, of the Agreement is amended in its entirety to read as follows:
  1. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in Exhibit A and Amended Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof.

For the period beginning January 3, 2017, the effective date of the Agreement and continuing through June 30, 2021, Contractor shall provide maintenance and

support services for the MPTS Property Tax System and all "Additional MPTS Modules" listed below and as shown on Exhibit A.

- Assessor/Tax Collector Public Web Access
- Assessor/Tax Collector Agency Web Access
- Tax Collector- Web bill print for Prior/Current Year
- Assessor-Online Business Property Filing (OBPF) Clerk of the Board/Assessor
- Assessment Appeals Module (COB)
- Tax Collector-Transient Occupancy Tax (TOT)

For the period beginning on July 1, 2021 and continuing through June 30, 2022, Contractor shall provide all maintenance and support services for the MPTS Property Tax System and "Additional MPTS Modules" listed below and as shown on Amended Exhibit B, marked "Payment for Services Rendered," incorporated herein and made by reference a part hereof.

- Assessor/Tax Collector Public Web Access Including Aircraft/Boat inquiry
- Assessor/Tax Collector Agency Web Access
- Tax Collector - Web bill print for Prior/Current Year
- Tax Collector - Historical Expansion View/Bill Print
- Assessor-Online Business Property Filing (OBPF)

For the period beginning on July 1, 2022 and continuing through June 30, 2023, Contractor shall provide all maintenance and support services for the MPTS Property Tax System and "Additional MPTS Modules" listed below and as shown on the Amended Exhibit A marked "Scope of Services" and Amended Exhibit B-1, marked "Payment for Services Rendered," incorporated herein and made by reference a part hereof.

- Public Web-Assessor/Tax Collector Modules
- Agency Web-Assessor/Tax Collector Modules
- Tax Collector-Up to Seven (7) years View/Print Taxbill Online
- Assessor-Just Appraised Ownership Transfer Application Prog Interface

**II. ARTICLE 2, Price,** of the Agreement is amended in its entirety to read as follows:

2. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay Contractor the amount set forth in Exhibit B marked "Payment for Services Rendered," Amended Exhibit B, and Amended Exhibit B-1, which are all incorporated herein and made by reference a part hereof.

For the period beginning January 3, 2017, the effective date of the Agreement, and continuing through June 30, 2021, for the purposes hereof, the billing rates shall be in accordance with Exhibit B.

For the period beginning on July 1, 2021 and continuing through June 30, 2022, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit B.

For the period beginning with July 1, 2022 and continuing through June 30, 2023, the billing rates shall be in accordance with Amended Exhibit B-1.

County will request a quote from Contractor for additional services and fees not specifically listed in Exhibit B, Amended Exhibit B and Amended Exhibit B-1. Additional services shall not be ordered and additional fees shall not be charged to County without prior written approval from County's Contract Administrator.

Notwithstanding any other provision of this Agreement to the contrary, payments to Contractor for travel, lodging, per diem, and mileage expenses, if applicable, for Contractor's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by the Contract Administrator or designee. Contractor is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Contractor shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and the Contract Administrator or designee has determined that the reasons are valid.

**III. ARTICLE 24, Electronic Signature**, of the Agreement is added in its entirety to read as follows:

24. Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Agreement for Services #245-S1711 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Agreement for Services #245-S1711 on the dates indicated below.

**-- COUNTY OF ELDORADO --**

By: *Rori Parlin*

Dated: 5/29/22

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: *Kaya Schaffty*  
Deputy Clerk

Dated: 5/24/22

**-- MEGABYTE SYSTEMS, INC. --**

By: *Nicholas M Betts*  
Nicholas M Betts (May 5, 2022 13:42 PDT)

Dated: 05/05/2022

Nicholas M. Betts  
Chief Executive Officer  
"Contractor"

By: *Nicholas M Betts*  
Nicholas M Betts (May 5, 2022 13:42 PDT)

Dated: 05/05/2022

Nicholas M. Betts  
Corporate Secretary

## Megabyte Systems, Inc.

### Amended Exhibit A

#### Scope of Services

**Application:** Ownership Transfer API - Megabyte Property Tax System (MPTS) – Just Appraised Application Programming Interface (API).

**Description:** The MPTS – Ownership Transfer Application Programming Interface (API) has been developed by Megabyte Systems, Inc. to specifically provide the facility for the Just Appraised application to extract specific property parcel information from MPTS, and insert specific property parcel information that has been modified and/or enhanced/updated by the Just Appraised software pertaining to 100% transfers, group sales and partial interest sales.

**System Features:** The MPTS – Ownership Transfer 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

**Release and Hold Harmless:** The County of El Dorado hereby releases and holds harmless Megabyte Systems, Inc. (Including its officers, employees and agents as the same may be constituted now and from time to time hereafter) against any and all liability that may arise in connection with or as a result of any erroneous data introduced by the Just Appraised system into the Megabyte Property Tax System (MPTS).

API training and setup will be provided by Megabyte online.

The installation of this product will be performed by Megabyte Systems, Inc. The source code / programs remain the property of Megabyte Systems, Inc.

**Megabyte Systems, Inc.**

**Amended Exhibit B-1**

**Payment For Services Rendered**

The amounts below shall constitute total compensation for all services, costs, taxes, and expenses related to support services described in Exhibit A and Amended Exhibit A-1, Scope of Services.

The cost of the MPTS – Ownership transfer API is \$17,500. This application has an annual licensing and support fee currently set at \$3,000. The licensing and support fee will begin on July 1<sup>st</sup>, 2022 and will be subject to annual increases beginning on July 1<sup>st</sup>, 2023, in accordance with the Pacific Cities and U.S. City Average consumer price index published for December 31st of the previous year.

FY-2022/2023 Rates	
MPTS Property Tax System Maintenance	\$26,769.78 per month
Public Web-Assessor/Tax Collector Modules	\$5,621.65 annual charge
Agency Web-Assessor/Tax Collector Modules	\$13,555.43 annual charge
Tax Collector-Up to Seven Years View/Print Taxbill Online	\$2,500.00 annual charge
Assessor-Just Appraised Ownership Transfer Application Prog Interface	\$3,000.00 annual charge
Online Business Property Filing Maintenance/Support	\$4,050.06 annual charge

The following rates will be effective from July 1, 2022 thru June 30, 2023. These rates reflect an increase of 7.0%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2021. Future costs are subject to Consumer Price Index (CPI) increases (Pacific Cities and U.S. Cities Average) on July 1 of any given year.

**COMPENSATION FOR ADDITIONAL SERVICES**

County will compensate Contractor for Additional Services and reimburse Contractor for expenses incurred in connection with the provision of such Additional Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or County-recognized holidays, with a four (4) hour minimum: **\$150.00 per hour**
2. On-site support, with a four (4) hour minimum, including time in transit: **\$150.00 per hour**
3. Travel Expenses shall be billed in accordance with ARTICLE 2, Price

County will request a quote from Contractor for additional services and fees not listed above. Additional services shall not be ordered and additional fees shall not be charged to County without prior written approval from County’s Contract Administrator.