

Contract #: 244-S1711

CONTRACT ROUTING SHEET

Date Prepared: 9/2/16

Need Date: 9/16/16

PROCESSING DEPARTMENT:

Department: CAO / IT
Dept. Contact: Sue Hennike or Terri Knowlton
Phone #: 621-5577 or 5571
Department
Head Signature: *[Signature]*

CONTRACTOR:

Name: Megabyte Systems Inc.
Address: 2630 Sunset Blvd
Rocklin CA 95677
Phone: (916) 435-8872

CONTRACTING DEPARTMENT: CAO / IT

Service Requested: Software License
Contract Term: _____ Contract Value: \$928,000
Compliance with Human Resources requirements? Yes: N/A No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 11/16/16 By: *[Signature]*
Approved: ✓ Disapproved: _____ Date: _____ By: _____

CALL SUZIE OR TERRI FOR PICK UP.
PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 12-6-16 By: *[Signature]*
Approved: _____ Disapproved: _____ Date: _____ By: _____

PENNY RECEIPT OF INS. CERTS.

AM 11:39 HR/RM DEC 6 '16

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: IT
Approved: X Disapproved: _____ Date: 12/21/16 By: *[Signature]*
Approved: _____ Disapproved: _____ Date: _____ By: _____

AGREEMENT #244-S1711

SOFTWARE LICENSE

This SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered 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 California 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 developed and owns all rights in and to the computer software and documentation referred to herein as the "Software"; and

WHEREAS, County wishes to acquire 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, County has entered into related agreement #245-S1711 for Megabyte Property Tax System Software Maintenance.

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

AGREEMENT

1. DEFINITIONS

1.1 Software. As used herein, the term "Software" shall mean the computer application software known to Contractor as the most current version of the Megabyte Property Tax System program, more commonly referred to as "MPTS", 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).

1.2 Documentation. As used herein, the term "Documentation" shall mean the user documentation relating to the Software, including manuals and documentation on the MPTS website as updated from time to time, which is noted in **Exhibit A**, Specifications and Functional Requirements, attached hereto.

1.3 System. As used herein, the term "System" shall mean the Software and the Documentation, 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.

1.4 License. As used herein, the term "License" shall have the meaning assigned to such term in Section 2.1.

1.5 Confidential Matters. As used in this document, means any and all proprietary information including technical data, trade secrets, programming know-how, services and products, including information related to research, development, inventions and other intellectual property, finances, and marketing, including methods of distribution and County information and all other elements of business either Contractor or County deems to be of a confidential nature. Parties agree to provide adequate notice to each other about elements defined as confidential. Parties agree to abide by guidance regarding confidential matters.

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.

(a) 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 business or functions; (2) copy the Software solely for backup purposes; and (3) to receive, use, and reproduce the Documentation as reasonably necessary to support County's use of the Software.

(b) The License granted herein shall not entitle County to (1) operate the Software on any equipment other than County owned and/or operated hardware; (2) operate the Software other than in connection with County's 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 (6) 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 will also be permitted to modify the code for its own use consistent with this agreement.

3. TERM OF LICENSE

3.1 Duration. The License granted herein shall be effective as of the Installation Date (defined in Section 4.1) and shall remain in effect perpetually unless terminated as provided in Section 3.2.

3.2 Termination. County may, at any time, terminate the License granted herein if Contractor has breached a material provision of this Agreement and has failed to cure such breach within sixty (60) days after receiving written notice thereof. County may, upon ninety (90) days' notice to Contractor, 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 without limitation Sections 5, 7, and 8) and has failed to cure such breach within thirty (30) days after receiving written notice thereof.

3.3 Fiscal Considerations. The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

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

4. INSTALLATION, IMPLEMENTATION, TRAINING AND SUPPORT

4.1 Installation. Contractor shall deliver, install, and implement the System for County in the manner and on the schedule set forth in **Exhibit B** attached hereto and, by this reference, made a part hereof. The date on which Contractor has delivered and installed the System in accordance with **Exhibit B** shall be referred to herein as the "Installation Date."

4.2 Implementation. Contractor will assist, participate and provide support during all phases of the project plan as described in **Exhibit B**.

4.3 Training. Contractor shall provide to County the training services relating to the System described in **Exhibit B** attached hereto.

4.4 Support Services. Contractor shall provide to County the other support services relating to the System as set forth and described in "MPTS Property Tax System Software Maintenance Agreement," which agreement is separate from this Agreement.

5. COMPENSATION

5.1 License and Implementation Fee. As compensation for the License granted herein and for provision of the services outlined in **Exhibit B**, County shall pay to Contractor a fee in accordance with the schedule set forth in **Exhibit C** attached hereto.

5.2 Other Compensation.

5.2.1 Fee for Additional Services. If Contractor provides services under this agreement, as 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.

5.3 General.

5.3.1 Invoices. Contractor shall invoice County for all sums which County owes Contractor hereunder, and County shall pay each invoice within thirty (30) days after receipt thereof.

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

5.3.3 Audit by California State Auditor. Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to 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 the Agreement.

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 or any intellectual property rights.

6.2 Performance. Contractor warrants to County that the Software System contracted for by County will perform in substantial compliance with the Documentation and the specifications and functional requirements 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. In the event of breach of the warranty set forth in this Section 6.2, Contractor will promptly repair or replace the Software with software of substantially similar functionality, or if such attempts do not succeed after thirty (30) days, refund all amounts paid by County pursuant to this Agreement and terminate the License granted herein.

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 as required by

applicable law or 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 relationship established herein, it will have access to certain confidential information relating to the County's business 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 and hold harmless County, 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 County, or its directors, officers, or employees which arise out of or relate to Contractor's breach of any provisions thereof or caused by the negligence Contractor, its agents, or subcontractors in performing the services hereunder. Contractor shall not provide County with any product of design that violates or infringes any registered United States copyright, trade secret or other intellectual property right. If County promptly notifies Contractor in writing of any third party claim against County that any Software, Documentation, or other item provided to County by Contractor infringes any patent, copyright, trade secret or other intellectual property right of any third party, Contractor shall indemnify, defend and hold harmless County against such claims, including attorney's fees and damages actual incurred by the County in connection therewith. Contractor shall not indemnify County however, to the extent alleged infringement is caused by (1) County's modification of the Software or other item, (2) use of the Software or item other than in accordance with the documentation or this Agreement, (3) County's failure to use acceptable non-infringing corrections or enhancements made available by Contractor or (4) information, specifications or materials provided by County or any third party. If any Software or other item is, or on Contractor's reasonable opinion is likely to be held to be infringing, Contractor at its own expense and option: (a) procure the right for County to continue using it; or (b) replace and modify it so that it becomes non infringing while giving equivalent performance. If Contractor is initially unable to perform either option (a) or (b) for a period not to exceed 30 days, Contractor may require County to stop using the potentially infringing System or portion thereof, until the Contractor can perform option (a) or (b), providing however, Contractor provides County with an alternate means by

which County may continue County operations pursuant to this Agreement. In the event, that Contractor, at any time, engages a third party non-employee (whether identified by Contractor as a subcontractor, independent contractor, or otherwise) to perform any work or services related to this Agreement, Contractor agrees that it shall be fully liable for all conduct of any such third party whether the actions of said third party are intentional, willful, negligent, tortious, or otherwise and Contractor agrees to indemnify and hold County harmless for any actions taken by such a third party.

Contractor further acknowledges that County data includes sensitive and confidential information which by law must be protected. Contractor shall defend and indemnify County from and against any and all claims, losses, damages, liabilities, actions, judgments, penalties, fines, or expenses, including reasonable attorneys' fees, arising out of or related to the loss or theft of County data on Contractor controlled computer equipment. Contractor shall not be held liable for data loss or theft from County controlled computer equipment.

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 hereof.

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.

8.3.3 Value of Contract. In no event shall the aggregate liability of Contractor to County or County to Contractor (regardless of the form, whether in contract or tort) exceed the amount of the fee paid by County to Contractor pursuant to Section 5.1. The provisions of this Section 8.3.3 do not apply to claims arising out of or related to Section 8.1.

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

A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

B. Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence (claim made).

C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence (claim made).

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

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

9. TERMINATION

Upon any termination of the License granted herein, County shall immediately cease using the System, and County shall, within ten (10) days after the date of termination, return to Contractor the System 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 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 System and continue to use the System, subject to the provisions of Sections 2, 7, 8, and 10.

10. GENERAL PROVISIONS

10.1 Covenant Not to Hire. Following execution of this Agreement and for a period of one (1) year after the system "Go Live" date as identified in **Exhibit B**, Project Plan, neither party shall hire as an employee or contractor any current employee of the other party who provided services or performed work under this Agreement.

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

10.3 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.

10.4 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.

10.5 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.

10.6 Survival. The provisions of Sections 5, 7, 8, 9, and 10 shall survive any termination or expiration of this Agreement and the License granted herein.

10.7 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.

10.8 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. 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 or contractor or to any successor of Contractor's business or any part thereof, without the prior written consent of County.

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

10.10 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.

10.11 Certain Remedies. The parties acknowledge and agree that any breach by County of Section 7 of this Agreement would cause irreparable damage to Contractor, the exact amount of which would be impossible to ascertain, and for that

reason, Contractor 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 Contractor may be entitled under law or otherwise.

10.12 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.

10.13 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 nondiscrimination and equal opportunity, including without limitation the County's 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.

10.14 Interest of Public Official. No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

10.15 Administrator. The County Officer or employee with responsibility for administering this Agreement is Karl Weiland, El Dorado County Assessor or successor.

10.16 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: County of El Dorado
ATTN: Karl Weiland, Assessor
360 Fair Lane
Placerville, CA 95667

To Contractor: Megabyte Systems, Inc.
ATTN: Sharon A Zachte, President
2630 Sunset Blvd Suite 100
Rocklin, CA 95765

10.17 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.

10.18 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.

10.19 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 attorney's' fees.

10.20 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

10.21 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 Placer, State of California.

10.22 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto 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. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Karl Weiland
County Assessor / Department Head
Assessor

Chief Administrative Office Concurrence:

By: _____ Dated: _____
Don Ashton, MPA
Chief Administrative Officer

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

MEGABYTE SYSTEMS, INC.
A California Corporation

By: _____
Sharon A. Zachte
President
Contractor

Dated: _____

By: _____
Nicholas M. Betts
Corporate Secretary

Dated: _____

EXHIBIT A

SPECIFICATIONS AND FUNCTIONAL REQUIREMENTS

MPTS Provides

- ❖ A fully integrated California property tax system to meet the Client's ongoing needs.
- ❖ A robust system developed and maintained in compliance with California Revenue and Taxation Code.
- ❖ User-Friendly interfaces.
- ❖ Reports linked to dynamic data sources.
- ❖ Administrative interfaces to ensure maximum adaptability within the system.
- ❖ Integration adapter to facilitate a seamless interaction between all components of the system.
- ❖ Training and user documentation provided by Contractor.
- ❖ Use of the knowledge and experience of Contractor and their staff.

BASE MPTS SYSTEM

Assessor Functions

MPTS provides a fully integrated Assessor's system that meets requirements set forth by California Revenue and Taxation Code, including but not limited to:

- ❖ Online updating until the day before roll turnovers – eliminates many tax roll corrections.
- ❖ Parameter driven – resource files define common parameters.
- ❖ Online roll corrections and escapes (including refunds) for current and delinquent rolls.
- ❖ History available with online access for documents, ownership, assessments, values and tax bills.
- ❖ Annual secured and unsecured inflation process.
- ❖ Automatic value notices daily for supplemental assessments.
- ❖ Automatic proration of supplemental assessments.
- ❖ Appraisal worksheets.
- ❖ Tracking of "Prop 8" and construction in progress.
- ❖ Automatic supplemental billing after 30 days of value notice.
- ❖ Physical characteristics frozen at time of sale with sale comp data.
- ❖ Comparable sales program has ability to capture comments and comparables electronically.
- ❖ Management audit reports.
- ❖ Secured, unsecured and supplemental tax roll inquiry functions including current and redemption rolls.
- ❖ County-specified years of tax bill history online for inquiry.
- ❖ Williamson Act and Timber Preserve subsystems.
- ❖ Personal property sub-system.
- ❖ Automatic secured notification of assessment valuation.
- ❖ Prop 111 reporting.
- ❖ User documentation.
- ❖ Value updating available year round (new lien date).
- ❖ Image inquiry and viewing (e.g. maps, deeds, office documents, etc.).

- ❖ Import / export capabilities.
- ❖ Base year tracking.
- ❖ Electronic queues which improve workflow and time.
- ❖ Electronic transfer of change of ownership to appraisal queues.
- ❖ Valued parcels electronically transfer to review queue (Chief Appraiser).
- ❖ Review queue transfer to automated value update.
- ❖ Permits enter appraisal queue automatically (permit data captured, supplemental created and electronic review of the permit).
- ❖ Deeds, assessor maps, business property statements, miscellaneous documents, Excel spreadsheets, .PDF & tiff images can be assigned to each parcel/document for storage and review.
- ❖ Aircraft valuation which allows transfer of calculated values from Blue Book into the system for enrollment.
- ❖ Manufactured home valuation allows automated enrollment of values based on AH531 cost data and annual comparison of home values for decline in value review.
- ❖ Roll Corrections electronically submitted to Auditor.
- ❖ Roll Correction and escape notice automation.
- ❖ Exemption tracking and reporting.
- ❖ Multi-level security.
- ❖ Ad-hoc query and reporting function directly from user interface.
- ❖ Electronic Building Permit import and process.

Auditor Functions

MPTS provides a fully integrated Auditor's system that meets requirements set forth by California Revenue and Taxation Code, including but not limited to:

- ❖ Apportionment – including negative apportionment (all rolls plus unitary AB454), separate reporting and controls.
- ❖ Tax Rate Area controls.
- ❖ Tax roll controls and audits with daily reporting of audit control of all roll changes.
- ❖ Refund issuance (not including checks).
- ❖ Multi-year rates.
- ❖ User controlled reporting.
- ❖ Resource parameter setup, i.e. tax roll control, low bill limit, etc.
- ❖ Online to date collection information of all roll types (collected, uncollected, percent collected to date).
- ❖ Prior year tax bill inquiry.
- ❖ Auditor's report to the state for homeowners.
- ❖ AB8 process: online establishment and RDA.
- ❖ Direct assessments: PC to server, direct auditor input, file import interface.
- ❖ Roll change function: daily.
- ❖ Value changes to the tax roll with refund information for: new, corrected bills, roll changes, refunds, supplemental bills (increase in value).
- ❖ Inactivation of assessments.
- ❖ Auditor control reports.
- ❖ Redemption roll adjustment.
- ❖ Change taxes (auditor only).
- ❖ Authorized refunds (auditor only).
- ❖ Cancel penalties.

- ❖ Delinquent maintenance.
- ❖ Change due dates.
- ❖ Secured prorates based on number of days owned.
- ❖ All roll types (secured, unsecured, delinquent roll, SB813, priors) may be adjusted by a roll change.
- ❖ Inquiry access to tax roll and Assessor's roll.
- ❖ Import / Export capabilities.
- ❖ Multi-level security.
- ❖ Ad-hoc query and reporting function directly from user interface.
- ❖ Government Acquisition tax roll corrections.
- ❖ Automated fiscal year end rollover process.
- ❖ No dark time for roll correction processing.

Tax Collector Functions

MPTS provides a fully integrated Tax Collector's system that meets requirements set forth by California Revenue and Taxation Code, including but not limited to:

- ❖ Universal form for all tax bills: online bill production, SB 813: secured and unsecured, roll changes corrected, additional bills, corrected bills, prior unsecured and prior unsecured SB 813.
- ❖ Tax statement forms for original secured and unsecured.
- ❖ CORTAC processing of tax bill requests and mass payment processing.
- ❖ CORTAC processing of annual, supplemental, escape, and corrected tax payments.
- ❖ Multiple bills to same address – identification and combining of non-lender bills.
- ❖ Single bills are produced in zip code sequence.
- ❖ Exports of current tax roll, alphabetic index, fee assessment number index, prior unsecured abstracts.
- ❖ Inquiry and tax information research capabilities online.
- ❖ Redemption process and related delinquency notices.
- ❖ Online collection including: register control, deposit lists, verification of stub information, automated error processing and reporting, automatic creation of refunds resulting from overpayment amounts, vendor information (name and address) and online audit records.
- ❖ Remittance processing interface with real-time payment posting in conjunction with RT Lawrence.
- ❖ Add and collect various fees, including non-parcel fees.
- ❖ Cashiering system.
- ❖ Automated 5-year pay plans on delinquency and related notices.
- ❖ Fully integrated delinquency roll with automated roll change functions.
- ❖ Online collection information for all roll types (collected / uncollected / percentage collected to date).
- ❖ DMV reporting and export of delinquent vessels.
- ❖ Unsecured partial payment processing.
- ❖ No interest and interest escape payment plans.
- ❖ Lien process and related notices.
- ❖ Delinquency notices – all rolls.
- ❖ Produces publish delinquency list – criteria set by the county for 1 or 3 year publish listing.
- ❖ Bankruptcy module, collection, and reporting.
- ❖ Automatic transfer of unpaid mobile homes to unsecured delinquent roll.

- ❖ Discharge of accountability, roll changes for NSF, misapplied payments, penalty cancellations, due date changes.
- ❖ Redemption Roll Maintenance.
- ❖ Document generation for daily over / short letters.
- ❖ Retain valid ownership data despite assessment splits and segregations.
- ❖ Online inquiry of payoff details.
- ❖ Online inquiry of payment plan status.
- ❖ Import / Export capabilities.
- ❖ Electronic Tax Lien interface with Recorder – Standardized function available – dependent upon Recorder’s system’s ability to work with the MPTS standard process.
- ❖ Multi-level security.
- ❖ Ad-hoc query and reporting function directly from user interface.
- ❖ Record Retention.

ADDITIONAL MPTS MODULES

The following MPTS modules will be provided for a fixed amount as specified in **Exhibit C**, Schedule of Payments.

Assessor and Tax Collector - MPTS Web Modules

(Subject to annual support costs)

- ❖ Assessor and Tax Collector Public Access
- ❖ Assessor and Tax Collector Agency Access
- ❖ Web bill print for Tax Collector – Prior and Current Year
- ❖ Aircraft/Boat inquiry by CF or N number for the Assessor

Assessor - Online Business Property Filing (OBPF)

This application provides for the ability for County business taxpayers to file their 571L, 571A and 571F personal property forms via the web.

The features include:

- ❖ Previous year costs & net change.
- ❖ View/Print of completed form.
- ❖ 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.

Clerk of the Board/Assessor – Assessment Appeals Module (COB)

The features include:

Hearing Processing

- ❖ Appeals Board Definition
- ❖ Hearing Scheduling and Confirmation requests
- ❖ Enter Hearing Results
- ❖ Creates Appeals Board Agenda
- ❖ Creates Appeals Board Minutes

Reporting

- ❖ Notices
- ❖ Agenda
- ❖ Hearing Minutes
- ❖ Export Available

System Features

- ❖ Assign notes for event tracking.
- ❖ Assign Applications to “Groups” for processing.

Status Tracking

The following status events are tracked in the Assessment Appeals Process. Custom events can also be added to handle work-flow events by the Clerk of the Board and Assessor’s offices.

Filing an Appeal

- ❖ Submitted (Submitted via the web but not accepted by the COB)
- ❖ Returned (Submitted but returned for corrections)
- ❖ Paid (An appeal fee has been paid)
- ❖ Appeal (An appeal has been “Returned” but applicant wants hearing with Appeal Board)
- ❖ Filed (Appeal accepted by the COB as being filed)

Withdrawn

- ❖ Withdraw (Applicant requested)
- ❖ Withdraw-Apr (Appraiser/Assessor approved withdrawal request)

Stipulation

- ❖ Stipulation (Agreed upon with applicant)
- ❖ Stipulation-ASR (Agreed upon by Assessor)
- ❖ Stipulation- CC (Agreed/reviewed by County Counsel)

Hearing Scheduling

- ❖ Hearing (A hearing has been scheduled)
- ❖ Confirmation (A hearing has been confirmed by the applicant)
- ❖ Waiver (The applicant has signed/agreed to a 2-year waiver)
- ❖ Postponement (The hearing date has been postponed)

Appeals Board

- ❖ Sustained (Assessor's value has been sustained)
- ❖ Increased (The Roll value has been increased)
- ❖ Decreased (The Roll value has been reduced)
- ❖ No-show (The applicant did not appear at hearing)
- ❖ Continuance (The board continued the hearing to another date)
- ❖ Reconsideration (The applicant requests reconsideration of a board ruling)

Tax Collector - Transient Occupancy Tax Module (TOT)

This application gives the County the ability to manage the different processes involved in collecting Transient Occupancy Tax as mandated by legislation. The key processes are:

The features include:

- ❖ Registration
- ❖ Reporting/Collection
- ❖ Audits
- ❖ Allocation
- ❖ Reporting

FUNCTIONAL REQUIREMENTS

County Property Tax Administration
Provide a fully integrated Property Tax Administration system that meets requirements set forth by California Revenue and Taxation Code
Provide efficient data based management that minimizes duplicative data entry among the property tax admin departments.
Provide integration for communications and notes.
Assessor Functional Requirements
Online updating until the day before roll turnovers – eliminates many tax roll corrections
Parameter driven – resource files define common parameters
Online roll corrections and escapes (including refunds) for current and delinquent rolls based on R&T code statute of limitations
Historical assessed value and assessment history available with online linked access for documents, ownership, assessments, values and tax bills
Annual secured and unsecured inflation process
Automatic value notices daily for supplemental assessments
Automatic proration of supplemental assessments with audit ability
Appraisal worksheets for CIO, new construction and partial interest transfers
Tracking of “Prop 8” and construction in progress
Generate automatic supplemental transmittal to Auditor for billing after statutory property owner notifications.
Physical characteristics frozen at time of sale with sale comp data
Comparable sales program with ability to capture comments and develop comparable sales grid electronically
Provide a variety of Management audit reports
Provide secured, unsecured and supplemental tax roll inquiry functions including current and redemption rolls
Flexibility in County-specified years of tax bill history online for inquiry
Track, value and assess Williamson Act and Timber Preserve through sub-systems
Provide integrated or other Personal property sub-system
Produce automatic secured notification of assessment valuation in compliance with R&T Code
Prop 111 reporting in support of the Gann spending limitations.
Provide easy to use end user documentation
Provide value updating availability year round (new lien date)
Image inquiry and viewing (e.g. maps, deeds, office documents, etc.)
Import / export capabilities
Base year tracking for properties under a restricted assessment
Workload management through electronic queues which improve workflow and staff efficiency
Electronic transfer of change of ownership to appraisal queues
Assessment roll validation and audit prior to close and turn over process
Valued parcels electronically transfer to supervisor approval review queue
Direct enrollment post review queue transfer to automated value update
Generate all statutory property owner notifications.

Permits enter appraisal queue automatically (permit data captured, supplemental created and electronic review of the permit)
Deeds, assessor maps, business property statements, miscellaneous documents, Excel spreadsheets, .PDF & tiff images can be assigned to each parcel/document for storage & review
Aircraft valuation which allows transfer of calculated values from Blue Book into the system for enrollment.
Manufactured home valuation allows automated enrollment of values based on AH531 cost data and annual comparison of home values for decline in value review
Roll Corrections electronically submitted to Auditor
Roll Correction and escape notice automation
Exemption tracking and reporting
Multi-level security
Ad-hoc query and reporting function directly from user interface
Electronic Building Permit import and process
Business Property account management and annual statement processing to include:
Previous year costs & net change
View/Print of completed form
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
Integrated Business Property Statement management capability - This application should provide for the ability for County business taxpayers to file their 571L, 571A and 571F personal property forms via the web
Manage Previous year costs & net change
View/Print/Export of completed form
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
Auditor Functional Requirements
Apportionment – including negative apportionment (all rolls plus unitary AB454), separate reporting and controls
Tax Rate Area controls
Tax roll controls and audits with daily reporting of audit control of all roll changes
Refund issuance (not including checks)
Multi-year rates
User controlled reporting
Resource parameter setup, i.e. tax roll control, low bill limit, etc.
Online to date collection information of all roll types (collected, uncollected, percent collected to date)
Prior year tax bill inquiry
Auditor's report to the state for homeowners
AB8 process: online establishment and RDA
Direct assessments: PC to server, direct auditor input, file import interface
Roll change function: daily
Value changes to the tax roll with refund information for: new, corrected bills, roll changes, refunds, supplemental bills (increase in value)

Inactivation of assessments
Auditor control reports
Redemption roll adjustment
Change taxes (auditor only)
Authorized refunds (auditor only)
Cancel penalties
Delinquent maintenance
Change due dates
Secured prorates based on number of days owned
All roll types (secured, unsecured, delinquent roll, SB813, priors) may be adjusted by a roll change
Inquiry access to tax roll and Assessor's roll
Import / Export capabilities
Multi-level security
Ad-hoc query and reporting function directly from user interface
Government Acquisition tax roll corrections
Automated fiscal year end rollover process
No dark time for roll correction processing
Tax Collector Functional Requirements
Provide universal form for all tax bills: online bill production, SB813: secured and unsecured, roll changes corrected, additional bills, corrected bills, prior unsecured and prior unsecured SB813
Tax statement forms for original secured and unsecured
CORTAC processing of tax bill requests and mass payment processing
CORTAC processing of annual, supplemental, escape, and corrected tax payments
Multiple bills to same address – identification and combining of non-lender bills
Single bills are produced in zip code sequence
Exports of current tax roll, alphabetic index, fee assessment number index, prior unsecured abstracts
Inquiry and tax information research capabilities online
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Online collection including: register control, deposit lists, verification of stub information, automated error processing and reporting, automatic creation of refunds resulting from overpayment amounts, vendor information (name and address) and online audit records
Remittance processing interface with real-time payment posting in conjunction with RT Lawrence
Add and collect various fees, including non-parcel fees
Cashiering system
Automated 5-year pay plans on delinquency and related notices
Fully integrated delinquency roll with automated roll change functions
Online collection information for all roll types (collected / uncollected / percentage collected to date)
DMV reporting and export of delinquent vessels
Unsecured partial payment processing
No interest and interest escape payment plans
Lien process and related notices
Delinquency notices – all rolls
Produces publish delinquency list – criteria set by the county for 1 or 3 year publish listing
Bankruptcy module, collection, and reporting

Automatic transfer of unpaid mobile homes to unsecured delinquent roll
Discharge of accountability, roll changes for NSF, misapplied payments, penalty cancellations, due date changes
Redemption Roll Maintenance
Document generation for daily over / short letters
Retain valid ownership data despite assessment splits and segregations
Online inquiry of payoff details
Online inquiry of payment plan status
Import / Export capabilities
Electronic Tax Lien interface with Recorder – Standardized function available – dependent upon Recorder’s system’s ability to work with the MPTS standard process
Multi-level security
Ad-hoc query and reporting function directly from user interface
Record Retention
Tax Collector TOT functional Requirements
Registration of licensees
Reporting/Collection management
Audit management and reporting
Allocation
Ad Hoc inquiry and management reports
Additional Web Based Access Functional Requirement
Assessor and Tax Collector Public Access capability
Assessor and Tax Collector Agency Access capability
Web bill print for Tax Collector – Prior and Current Year
Aircraft/Boat inquiry by CF or N number for the Assessor
Assessment Appeals Management Functional Requirements
Hearing Processing
Appeals Board Definition
Hearing Scheduling and Confirmation requests
Enter Hearing Results
Creates Appeals Board Agenda
Creates Appeals Board Minutes
Manage and Print Notices
Manage and Print Agenda
Manage and Print Hearing Minutes
Provide document export capability
Maintain notes for event tracking
Assign appeal Applications to “Groups” for processing
Manage appeal filings
Submitted status tracking (Submitted via the web but not accepted by the COB)
Returned status tracking(Submitted but returned for corrections)
Fee Paid tracking An appeal fee has been paid), including fee for Findings of Fact
Track contested returned appeal, i.e. appeal has been “Returned” but applicant wants hearing with Appeal Board
Track and manage filed appeal accepted by the COB
Track and manage withdrawn appeals
Track withdraw - applicant requested
Track approval/concurrence by Assessor and Clerk of the AAB

Track and manage Stipulation (submitted by Assessor)
Track Stipulation approval by County Counsel
Manage Hearing Scheduling process
Hearing (A hearing has been scheduled)
Confirmation (A hearing has been confirmed by the applicant)
Monitor waivers for compliance with two year statute of limitations (The applicant has signed/agreed to a 2-year waiver)
Track and manage Postponement (The hearing date has been postponed)
Manage and track AAB decisions
Track sustained (Assessor's value has been sustained)
Track Increased (The Roll value has been increased)
Track Decreased (The Roll value has been reduced)
Track No-show (The applicant did not appear at hearing)
Track and manage Continuance (The board continued the hearing to another date)
Track and manage requests for Reconsideration (The applicant requests reconsideration of a board ruling)
Track and manage findings of fact

EXHIBIT B

PROJECT PLAN

General Overview

Megabyte Systems approach to the installation and implementation of MPTS property tax system for El Dorado County will consist of the 5 phases listed below. These 5 phases will be conducted jointly between Megabyte and County designated personnel.

- Phase 1 - General Design Analysis / Environment Setup / Special Requirements
- Phase 2 - Data Conversion
- Phase 3 - System Testing Phase
- Phase 4 - Training / Implementation
- Phase 5 - Go Live Phase

The project plan will be further developed in detail to support a “Go Live” implementation on July 1, 2018. County intends to employ the service of a qualified, certified independent project manager to assist the three property tax departments and Contractor.

Formal acceptance by County of all phases will be required as part of the project plan.

PHASE 1

General Design Analysis/ Environment Setup / Special Requirements

Overview

This phase of the project will focus on the hardware / 3rd party software required, identify and define interfaces required, data conversion processes needed, and hardware/security configurations. This phase will include inventorying existing functionality and GAP analysis. After analysis, County and Contractor will work together to identify alternative solutions to solve critical functionality gaps and develop a schedule for development, acquisition and/or other solutions to resolve identified critical issues. This phase also includes inventorying and analysis of existing business processes and MPTS processes. Once identified, procedures will be developed for transitioning from existing processes to MBTS recommended processes.

Activities

- Identify County Project Management Team, establish objects and targets
- Hardware/Software Installation and Configuration (including user naming schemes)
- Security will be planned
- Data assessment / conversion processes & mapping requirements (coding scheme translations, etc.)
- Define Business Process Analysis and conversion procedures
- Establish project timelines

County Responsibilities

Hardware / Software will be obtained by the County during this phase and County agrees to obtain and provide all necessary infrastructures to operate the system.

Each County department that will use the new system will formally designate a departmental project leader and any departmental project team members prior to the start of Phase 1. Designated project leaders will coordinate with the project manager during all phases of this project plan.

Internet access at T1 or business DSL speed between County and Contractor is required for conversion and testing phases as well as for on-going support and maintenance. This is the County's responsibility to provide.

MS-OS2012 Setup / network connections are the responsibility of the County. However, Contractor will provide any support / assistance requested by the County remotely. On-site support is available to the County at MPTS's agreed upon rate and charge.

The County will ensure adequate participation in the project by end user representatives who are (a) knowledgeable in the requirements and (b) have the authority to make determinations as necessary relating to requirements. The County will ensure that County decisions are made in a timely manner.

Contractor Responsibilities

Contractor will provide hardware specifications. The database utilized will be MS-SQL2012. Contractor will provide setup, tailoring and tuning for the SQL2012 database. If necessary, MBTS will assist County in identifying resources for training County IT staff to support the new system.

Contractor will provide County with all necessary system documentation, manuals, user guides and other material to assist County in the transition to MPTS.

Contractor will work with the County to determine hardware, 3rd party software, disk space requirements. All hardware and 3rd party software are a County responsibility.

Contractor will assist the County in the GAP analysis. County and Contractor will jointly develop an inventory of existing functionality detail and functionality detail capability of the MPTS. Gaps in functionality will be identified and stratified based on a mission critical basis. Contractor will assist County in identifying solutions to mission critical functional gaps.

Outcomes/Expectations

At the conclusion of this phase, the system will be configured to provide the required functionality as identified during the GAP analysis. County understands that this may require additional programming. An inventory of mission critical functionality gaps will be identified and a resolution plan developed. A plan for transitioning from existing business process to MPTS business processes will be under development.

PHASE 2

Data Conversion

Overview

This phase of the project will focus on the mapping and conversion requirements of the County data to MPTS data structure. The data conversion process is an iterative and multi layered activity in which the final scripted conversion process can be executed against the existing data up to and including the go live date.

This conversion includes four (4) years of value history, ownership history (if available for conversion in current system), sales history for four (4) years, and tax roll history of one (1) year. History beyond four years would be converted under an hourly rate if desired by the County. Factors that impact the cost of conversion are:

- Quality and quality of the data to be converted
- Source of the data
- History required
- Knowledge and participation of people to assist in identifying data issues
- Success in data mapping
- Data Dictionary
- Success with initial data conversion programs
- Accuracy and results of test sample data conversion
- Establish data conversion timelines and deadlines
- Data Conversion

Activities

- data format identification
- data export
- data cleanup

County Responsibilities

- The County will provide existing data and corresponding data format(s).
- The County will be responsible for extracting and providing legacy data to Contractor.
- The County will provide only clean, complete data.
- Each conversion step will be executed in a manner that is auditable (i.e. all data will be accounted for).
- The County will provide representative samples of data to be converted for use during the development of the database. Clean, converted County data will be available for the system testing phase.
- County will provide personnel familiar with the end-user functionality to work with Contractor during the conversion and testing phases to ensure complete accuracy of the converted data.
- County is responsible for developing and deploying access to any data not converted for use in MPTS.

Contractor Responsibilities

- Contractor will map and convert the data into MPTS data structure and provide validation reports and information to the County.
- Clean converted County data will be loaded to the MPTS database for the system testing phase.
- A system test plan document will be developed for the departments.
- Contractor will work with the County to develop alternative data access for data components where inclusion in the new system is not feasible.

Outcomes/Expectations

At the conclusion of this phase, data identified for conversion will be converted and available for use by the MPTS. Alternative access will be developed for data not converted if necessary.

PHASE 3

System Testing

Overview

System testing will be conducted jointly between County and Contractor prior to the prescribed Go-Live date. Testing should be conducted against data in a test environment to facilitate side by side process result validation. As with data conversion, this is an iterative and multi-layered process in which successful outcomes at all levels are the expected final result. These system test and validation processes include:

- Inquiry validation of the County's pre-conversion data within MPTS.
- Detailed balancing reports and worksheets to validate value, counts, paid/unpaid taxes and total charge.
- Formal User Acceptance of converted data and system programs.

Activities

- Develop inventory of system tests across all functionality, including regular, supplemental and business assessments.
- Establish testing protocols to validate results.
- Establish reconciliation protocols between existing process and MPTS.
- Review completeness of BPA and insure all process transition is well documented and complete.

County Responsibilities

Develop testing plan in consultation with Project team, project manager, County IT staff and Contractor.

Contractor Responsibilities

Develop testing plan in consultation with County IT staff.
Jointly conduct system tests.

Outcomes/Expectations

At the conclusion of this phase, the system will operate as expected. A library of documentation will be developed as a reference for problem resolution.

PHASE 4

Training / Implementation

Overview

Classroom User training is conducted for any personnel designated by the County at Contractor's facility in Rocklin. All training classes are offered by Contractor at its Rocklin facility for unlimited County personnel at no additional charge to the County (does not include travel, lodging, and/or per diem for County employees).

Activities

- Develop training schedule based on County's work schedule and Contractor trainer availability.
- Identify key personnel for advanced training.
- Provide system documentation in support of training.

County Responsibilities

- County will identify all staff involved in property tax administration.
- County will identify all job duties and level of training required.
- County will identify staff needing additional "super user" training.
- County will insure work schedules are adjusted if necessary in support of MPTS training program.

Contractor Responsibilities

- Contractor will utilize web training [GoToMeeting] for training Tax Collector, Auditor, and Assessor personnel; 'GoToAssist' will also be utilized for 'train the trainer' classes. These forms of training classes enable the users to actually use the screens with an instructor monitoring the effort. Contractor also provides training at its Rocklin facility as well as simultaneous on-line training for most classes if preferred. The annual maintenance contract provides for training classes, at no charge, throughout the year. On-site visits are available from Contractor at County request.
- Contractor will provide manual and documentation about the system.

Outcomes/Expectations

At the conclusion of this phase, County staff will be trained in all aspects of the program operation, and the County will have a library of Documentation sufficient to resolve most questions regarding use of the system.

PHASE 5

Go Live Phase

Overview

Go Live is scheduled for July 1, 2018, after phase 4 determines in a test environment that the extension and billing process are reliable. The 2018/19 secured and unsecured assessment roll will be prepared by the Assessor in the County's M204 property tax system. The completed assessment rolls will be turned over and processed off line as a confirmation that the new system is functioning as intended. The local assessment roll will be converted to MPTS and extended by the Auditor in MPTS. The SBE assessment roll will be processed in MPTS and extended/uploaded by the Auditor in MPTS. The MPTS extended roll will be turned over to the Tax Collector and collected in MPTS. Direct Charge levies will be processed via MPTS. All apportionments (current year secured, current year unsecured, supplemental, redemption, unsecured delinquent) will be via MPTS. If deemed necessary, M204 will be used to validate MPTS.

Activities

- Regular §601 roll (secured and unsecured)
 - Close 2018/19 assessment roll in M204
 - Process 2018/19 SBE assessment roll in MPTS
 - Process 2018/19 Direct Charge in MPTS
 - Extend 2018/19 secured tax roll in MPTS
 - Extend 2018/19 SBE tax roll in MPTS
 - Extend 2018/19 unsecured tax roll in MPTS
 - Collect 2018/19 tax rolls in MPTS
 - Apportion 2018/19 tax rolls in MPTS
 - Process 2019/20 §601 roll in MPTS
- Supplemental roll
 - Post go live testing in M204 test environment as validation, if necessary

County Responsibilities

- Prepare the 2018/19 assessment roll using normal procedures. Provide an extendable assessment roll to the Auditor.
- Extend the entire 2018/19 tax roll in MPTS. Option to extend in M204/test as validation.

MPTS Responsibilities

MPTS will provide problem resolution support if necessary.

Outcomes/Expectations

At the end of this phase, the County will be operating entirely on MPTS. MPTS will be used to extend, bill, collect, and apportion the 2018/19 property taxes. MPTS will be used to collect and apportion the redemption, delinquent unsecured, and supplemental tax rolls. The Assessor will begin preparation of the 2019/2020 assessment roll using the MPTS.

PROJECT TIMELINES

Overview

The timelines in the schedule below reflect the generally expected start and end dates for the various phases of the project transition and implementation. Additional details will be developed as each of the phases of the project proceeds.

Phase / Milestone	Expected Initiation Date	Expected Completion Date
License Agreement Signing	01/03/2017	01/03/2017
Phase 1 - General Design Analysis / Environment Setup / Special Requirements	01/03/2017	07/31/2017
Phase 2 - Data Conversion	01/03/2017	12/31/2017
Phase 3 - System Testing Phase	01/01/2018	02/28/2018
Phase 4 - Training / Implementation	03/01/2018	06/30/2018
Phase 5 - Go Live / Post Implementation	07/01/2018	12/31/2018

EXHIBIT C

SCHEDULE OF PAYMENTS

Software License / Data Conversion / Additional Items

A. Compensation for Software License/Installation/Implementation Services

The amounts below shall constitute total compensation for all services, costs and expenses related to Software License, Installation and Implementation Services, exclusive of Data Conversion costs as set forth in Section B of this Exhibit C. County shall not be liable for any additional costs or expenses incurred by Contractor and its employees in performing Contractor’s obligations hereunder except pursuant to a written amendment to this Agreement.

Base Contract Fixed Amount **\$850,000.00**

Base MPTS System (Assessor, Auditor and Tax Collector Functions)
 Assessor and Tax Collector - MPTS Web Modules
 Web bill print for Tax Collector – Prior and Current Year
 Aircraft/Boat inquiry by CF or N number for the Assessor

Additional Modules Fixed Amount

Assessor - Online Business Property Filing (OBPF) \$ 37,500.00
 Clerk of the Board/Assessor – Assessment Appeals Module (COB) \$ 15,500.00
 Tax Collector - Transient Occupancy Tax Module (TOT) \$ 25,000.00

Total **\$928,000.00**

Payment Schedule

Payments for the Total Software License Fees, installation, and implementation services shall be made within thirty (30) days following the actual completion date of each phase/milestone below. Completion date shall be defined as written acknowledgement by the County that the phase/milestone has been completed.

Phase / Milestone	Expected Initiation Date	Expected Completion Date	Payment Amount
License Agreement Signing	01/03/2017	01/03/2017	\$232,000
Phase 1 - General Design Analysis / Environment Setup / Special Requirements	01/03/2017	07/31/2017	\$104,400
Phase 2 - Data Conversion Completion	02/01/2017	12/31/2017	\$208,800

Phase / Milestone	Expected Initiation Date	Expected Completion Date	Payment Amount
Phase 3 - System Testing	01/01/2018	02/28/2018	\$174,000
Phase 4 - Training / Implementation	03/01/2018	6/30/2018	\$139,200
Phase 5 - Go Live /Post Implementation	07/01/2018	12/31/2018	\$69,600

B. Compensation for Data Conversion

B.1. Minimum Data Conversion (Required) - Contractor shall complete conversion of current year property data and 4 years of historical data limited to:

- 1) Values (referred to as value history);
- 2) Sales data if available (used for sales comps);
- 3) Ownership history if available; and
- 4) Previous year Tax Roll data formatted for MPTS inquiry.

Contractor shall bill County for data conversion services at a rate of \$100.00 per hour. County shall pay Contractor monthly in arrears for Contractor's actual time spent on conversion of this data up to a maximum of 1500 hours. Contractor shall not bill for any time spent in excess of 1500 hours in order to complete this data conversion. Payment shall be made within thirty (30) days following County's receipt and approval of an itemized invoice. This amount is in addition to the Milestone Payments Schedule itemized in Section A, above.

B.2. Additional Data Conversion - If the County desires conversion of data beyond the minimum necessary to operate MPTS, County agrees to pay Contractor for additional data conversion services a rate of \$100 per hour. Payment shall be made within thirty (30) days following County's receipt and approval of an itemized invoice.

C. Additional Items

Enhancements or modifications desired by the County for those items not currently included in the base MPTS system will be made available at a fixed price after requirements definition and shall be pursuant to a written amendment to this Agreement.