

AMENDMENT 1 TO AGREEMENT WITH SOUTHTECH SYSTEMS, INC

THIS AMENDMENT, hereinafter referred to as Amendment 1, is made and entered into this 31st day of January, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **SOUTHTECH SYSTEMS, INC**, a Corporation, whose address is 4181 Flat Rock Drive, Suite 300, Riverside, CA 92505, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-14-123, effective April 15, 2014, hereinafter referred to as the "Agreement"; and

WHEREAS, the County Clerk-Elections Department engaged the CONTRACTOR for the purpose of providing software maintenance and support, including telephone support, consulting services, and software updates as needed; and

WHEREAS, CONTRACTOR currently provides a variety of proprietary products to COUNTY, which are manufactured by CONTRACTOR. These products include "ClerkDocs™", "Online Marriage", "Online FBN", "Cornerstone™ Cashiering/Fee Accounting", "CheckLog™", "CampaignDocs™", and "WebPublisher™", and

WHEREAS, CONTRACTOR shall provide eCampaign™ software and support to COUNTY, unlimited form updates and fee-for-service specialized services.

WHEREAS, the parties now desire to amend the Agreement regarding changes as stated below.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the following text in the Agreement, Page One (1), beginning with Paragraph Two (2), Line Eight (8) with the word "OBLIGATIONS OF THE CONTRACTOR", and ending on Page One (1), Line Sixteen (16) with the word "Schedule A" be deleted and the following inserted in its place:

1 “2. OBLIGATIONS OF CONTRACTOR:

2 CONTRACTOR shall provide telephone and remedial diagnostics and
3 support during CONTRACTOR’S normal working hours so that each Software Product, namely,
4 “ClerkDocs™”, “Online Marriage”, “Online FBN”, “CornerStone™ Cashiering/Fee Accounting”,
5 “CheckLog™”, “CampaignDocs™”, “WebPublisher™”, and “eCampaign™”, software
6 manufactured by CONTRACTOR, described in “Revised Attachment A”, attached hereto, and
7 incorporated herein by this reference. The software provided by CONTRACTOR shall operate on
8 designated system(s) in all material respects as described in the current user documentation for
9 such product support. CONTRACTOR shall provide unlimited form changes beginning on April
10 15, 2016 through April 14, 2019 under this Agreement. On an annual basis, CONTRACTOR shall
11 provide an accounting record of all form updates provided to the County Clerk-Elections
12 Department. Beginning on April 15, 2016 through April 14, 2019, CONTRACTOR shall also
13 provide specialized services on a fee-for-service basis at the request of the County Clerk and
14 provide an accounting record of such services to County Clerk on an annual basis.”

15 2. That the following text in the Agreement, Page Three (3), beginning with Paragraph
16 Three (3), Line Sixteen (16) with the word “COMPENSATION/INVOICING” and ending on Page
17 Three (3), Twenty Seven (27) with the word “COUNTY” be deleted and the following inserted in
18 its place:

19 “4. COMPENSATION/INVOICING:

20 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to
21 receive compensation as outlined in “Revised Attachment A”, Schedule A which is incorporated
22 herein as to set forth in full by this reference. The hourly rates for professional services are
23 outlined in “Revised Attachment A”, Schedule B. The billing schedule is included in “Revised
24 Attachment A”, Schedule C. CONTRACTOR shall submit annual invoices in triplicate to the
25 County of Fresno, County Clerk/Registrar of Voters, 4525 E. Hamilton Avenue, Fresno, California
26 93702.

1 In no event shall services performed under this Agreement be in excess of
2 Two Hundred Forty Five Thousand, Three Hundred Twelve Dollars and Eighty-Three Cents
3 (\$245,312.83) during the term of this Agreement for the period of April 15, 2014 through April 14,
4 2019. It is understood that all expenses incidental to CONTRACTOR'S performance of services
5 under this Agreement shall be borne by CONTRACTOR. CONTRACTOR shall allow a minimum
6 term of Forty-Five (45) days for net payment after an invoice has been approved by the
7 COUNTY.”

8 3. “Attachment A” to COUNTY Agreement No. A-14-123 is deleted in its entirety
9 and “Revised Attachment A”, attached hereto and incorporated herein by reference, is inserted in
10 its place.

11 4. That all references in COUNTY Agreement No. A-14-123 to “Attachment A” shall
12 be changed to read “Revised Attachment A” where appropriate.

13 5. COUNTY and CONTRACTOR agree that this Amendment 1 is sufficient to amend
14 Agreement No. A-14-123, and that upon execution of this Amendment 1, the original Agreement,
15 and this Amendment 1, shall together be considered the Agreement.

16 6. The Agreement, as hereby amended, is ratified and continued. All provisions,
17 terms, covenants, conditions and promises contained in the Agreement and not amended herein
18 shall remain in full force and effect. This Amendment 1 shall become effective upon execution.

19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to Agreement
2 No. A-13-464 as of the day and year first hereinabove written.

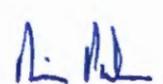
3
4 ATTEST:

5 **CONTRACTOR:**

COUNTY OF FRESNO

6 **SOUTHTECH SYSTEMS, INC.**

7
8 By 
9 Print Name: Jose Dominguez
10 Title: President

By 
Chairman, Board of Supervisors

11 Chairman of the Board, or
12 President, or any Vice President

13 Date: 1/4/2017

BERNICE E. SEIDEL, Clerk
Board of Supervisors

14 By 
15 Print Name: GRANT GYULNAZARYAN
16 Title: CFO

By Susan Bishop, Deputy

17 Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
20 any Assistant Treasurer

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

21
22 Mailing Address:

23
24 4181 Flat Rock Drive, Suite 300
25 Riverside, CA 92505
26 Phone No.: (951) 354-6104
27 Contact: Chief Executive Officer
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By 

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By 

COUNTY CLERK-ELECTIONS
REVIEWED AND RECOMMENDED FOR APPROVAL:

By 
Brandi L. Orth, County Clerk-Registrar of Voters

Org. No.: 28500700
Account No.: 7309/0

BLO:THT