

# Fresno County Clerk / Registrar of Voters

**ClerkDocs™**  
**Online Marriage™**  
**Online FBN™**  
**Cornerstone™ (Cashiering/Fee Accounting)**  
**CheckLog™**  
**CampaignDocs™**  
**WebPublisher™**  
**eCampaign™**

## Software Maintenance and Technical Support Agreement

**For the Period of  
April 15, 2014 to April 14, 2019**

**SouthTech Systems, Inc**  
**4181 Flat Rock Drive, Suite 300**  
**Riverside, CA 92505**  
**(951) 354-6104**



**SOUTHTECH SYSTEMS, INC.**  
**SOFTWARE SUBSCRIPTION AND SUPPORT AGREEMENT**

This Agreement is between SouthTech Systems, Inc., a California Corporation, herein referred to as SOUTHTECH, and County of Fresno Clerk and Registrar of Voters, herein referred to as "Customer".

Billing Address: Fresno County Clerk  
2221 Kern Street  
Fresno, CA 93721

Contact: Brandi L. Orth

Phone: (559) 600-3013

Contract Term: April 15, 2014 to April 14, 2019

Contract Amount : \$245,312.83

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Equipment Location: Fresno County, 2221 Kern Street, Fresno, CA 93721

Primary Contact: Gary Lawrence

Phone: (559) 600-3027

Email address: [GLawrence@co.fresno.ca.us](mailto:GLawrence@co.fresno.ca.us)

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SouthTech agrees to provide and the Customer agrees to accept software services on the software listed on the attached Schedule A, Schedule B and Schedule C for the prices indicated under the terms and conditions of this agreement.

## 1. **TERM**

1.1 This Agreement is effective as dated on the face of this contract when signed by authorized representatives of Customer and SouthTech. This Agreement shall remain in full force and effect for 5 years set forth above.

## 2. **DEFINITIONS**

- 2.1 "Software Product(s)" is "ClerkDocs™", "Online Marriage", "Online FBN", "CornerStone™ Cashiering/Fee Accounting", "CheckLog™", "CampaignDocs™", "WebPublisher™", and "eCampaign™", software manufactured by SouthTech.
- 2.2 "Software" means the SouthTech Systems computer program product(s) identified as eCampaign and the modules that have been identified in the section called Scope of License. "Software" includes Major Releases or Upgrades and/or Maintenance Releases or Updates and/or Patches or Hot Fixes that SouthTech Systems makes commercially available to customers under this Agreement (or equivalent contract accepted by SouthTech Systems) for which the applicable fee has been paid. Software also includes all related documentation, user manuals, operator instructions and other materials used in conjunction with the Software and provided by SouthTech Systems.
- 2.3 "Designated System(s)" is the authorized system on which the Customer intends to use the product.
- 2.4 "System Support Site" is the location at which one or more Designated Systems are installed.
- 2.5 "Principal System" is the Designated System on which the Software Product is installed, and must be located at the System Support Site.
- 2.6 "Service Fee" is the fee currently charged for maintenance with respect to a particular Software Product as configured for a particular Designated System. If the Software Product is specified by number of users, then the "Service Fee" for the Principal System will be for the largest number of users ordered by Customer.
- 2.7 "Updates" are all error corrections, minor extensions and other changes made by SouthTech to a Software Product.
- 2.8 "Major Update" is a new version of the Software Product offering extended capabilities or enhanced performance. "Major Updates" are not covered by Software Maintenance, but available to the customer for a discounted price.
- 2.9 "Non-Update Product" is a Software Product developed and manufactured by a Third Party and distributed by SouthTech will provide general operational support and service, but updates are available through the Third Party exclusively.
- 2.10 "Primary Contact" is the person authorized by Customer to request service from SouthTech and to whom all updates will be sent on behalf of Customer. Customer will provide SouthTech written notification of any change in the Primary Contact.

2.11 "Software Releases" include the following.

- a) A "Patch or Hot Fix" or "Update or Rapid Improvement" may contain single or multiple bug fixes. Patches must be installed on top of a Major Release or a Maintenance Release and cannot be used independently.
- b) A "Maintenance Release" or "Update Release" contains bug fixes or limited new functionality. A Maintenance Release or Update Release is designed to provide an incrementally more stable Software environment.
- c) A "Major Release" or "Upgrade" is designed to provide new features or functions or to improve performance. A Major Release may also contain bug fixes and will have undergone quality assurance testing prior to release.
- d) Software release designations shall follow the format X.YY.ZZZZ, where X refers to the Major Release or Upgrade Release level, YY refers to the Maintenance Release or Update Release level, and ZZZZ refers to the Patch or Hot Fix level.

2.12 "Active Filer" is an individual who has current Campaign filing obligations, including separate filings for multiple offices or ballots. The term does not include individual filers who have terminated positions and who have received the Fair Political Practices Commission's required notices.

2.13 "System User" is a user with administrative level access to the Software.

### **3. GRANT OF LICENSE AND USE; SOFTWARE DELIVERY; PAYMENT**

3.1 Scope of License. Subject to Customer's compliance with this Agreement, SouthTech Systems hereby grants to Customer a perpetual, non-exclusive, non-transferable license (without rights to sublicense or to use in a service bureau environment), to use the Software as designed, including user documentation which are delivered to Customer by SouthTech Systems under this Agreement for Customer's internal business purposes only. License to Patches, Maintenance Releases and/or Update Releases and subsequent Major or Upgrade Releases to such computer program product(s) requires an active Annual Maintenance and Technical Support Agreement. Customer shall not copy (other than for archival purposes), modify, transfer to another entity, or use the Software in whole or in part, except as expressly provided for in this Agreement or authorized in the applicable purchase order or proof of license purchase. Software may not be exported, rented, leased, or used to process the data of others.

The Software Module included in the Scope of this License is the eCampaign system module. The modules that have already been purchased by the County and are supported by SouthTech Systems include: ClerkDocs™, Online Marriage™, Online FBN™, Cornerstone™ (Cashiering/Fee Accounting), CheckLog™, CampaignDocs™, and WebPublisher™.

3.2 Delivery and Installation. The Software and User Guides will be provided by SouthTech Systems electronically via FTP.

3.3 Software License Fee. Customer shall pay a one-time license fee in the amount listed below. This includes the initial Configuration, Data Import, Training and Roll Out. In order to receive Software Updates, Maintenance and Support, the customer needs to maintain an active Annual

Maintenance and Technical Support Agreement, which is renewable on an annual basis. The Annual Maintenance and Technical Support Fee is fixed for the first 3 years. After this period the Customer can renew the agreement at a fee not to exceed COL increases up to 5% per year above the first year price.

In addition, if additional modules are needed, the Customer shall contact SouthTech Systems to upgrade the Software License. The upgrade fee will be prorated based on which modules are being added. SouthTech Systems has the right to utilize an electronic monitoring tool to report the number of CampaignDocs / eCampaign filers in your organization's system at any given time.

#### **4. SOUTHTECH'S RESPONSIBILITIES**

4.1 SouthTech will provide telephone and remedial diagnostics and support during SouthTech's normal working hours so that each Software Product listed on Schedule A will operate on a Designated System(s) in all material respects as described in the then current user documentation for such product. Diagnostic maintenance for the System Support Site will include action to verify the problem's existence and to determine conditions under which such problems may re-occur. This shall include problem isolation to hardware or SouthTech software. After such verification and determination, that a SouthTech software problem exists, SouthTech will, at its option and expense, provide one of the following:

4.1.1 An immediate patch for the problem;

4.1.2 A temporary bypass or work around for the problem;

4.1.3 A statement that the problem will be corrected in the next update release;

4.1.4 A statement that the problem will be reported to the Third Party of the Non-Update Product;

4.1.5 A statement that more information about the problem is required;

4.1.6 A statement that the Software Product operates substantially as described in its current user documentation or that the problem arises when such product is used in a manner not intended for such product design.

4.2 SouthTech will provide telephone support for up to twenty four (24) hours per a twelve month period (calculated as two hours per month for the term of the agreement; but the 24 hours may be used at any time within the 12 month period). SouthTech will provide general consulting services, which include general support for standard operations and application support. SouthTech will bill Customer at the then current rates for support in excess of twenty four hours per year at the scheduled rates for technical support. Telephone support is measured in 30-minute increments of time

4.3 SouthTech will periodically deliver one (1) copy of the updates for each Software Product to the Primary Contact for the Designated System(s) as these updates are provided SouthTech. This service is not available for Non-Update Products.

- 4.4 Under this Agreement, SouthTech is unable to provide updates on specific Third Party package software (e.g. Microsoft products: Windows Operating System, Word, SQL, etc.). It is the end-user's responsibility to register all Third Party products with the appropriate vendor.
- 4.5 SouthTech will periodically deliver one (1) copy of the update notices for the Software Products when received from Third Party to the Primary Contact for the Designated System(s).
- 4.6 SouthTech will continue to provide support for the previous revision of a Software Product for a period of 180 days following release of a Software Product Update.
- 4.7 SouthTech will ship software updates, documentation and general support material using standard surface priority or through use of electronic delivery using e-mail or file transfer protocol (FTP).

## **5. SERVICE LIMITATION**

- 5.1 In no event will SouthTech be liable for any loss of data, loss of profits, or any special, indirect or consequential damages in connection with providing or failing to provide the services described herein.

## **6. CUSTOMER RESPONSIBILITIES**

- 6.1 Customer shall be licensed for all Software Products for which support services are requested.
- 6.2 Customer shall load and test new revisions of the Software Product within two (2) weeks of their release date.
- 6.3 Customer shall maintain a remote dial-in support capability as specified by SouthTech and not limit or otherwise restrict SouthTech access to the system or information pertaining to the reported problem. All such information derived by SouthTech shall be kept in strict confidence.
- 6.4 Customer shall perform reasonable software/hardware tests upon request from the SouthTech Customer Support Center personnel.
- 6.5 Customer shall agree to automatic amendment to attached Schedule A to reflect shipment of Software Products not previously shipped to Customer and additional copies of Software Products for use on Designated System(s).
- 6.6 Customer agrees to implement each patch, bypass or work around update or other solution to such problem provided by SouthTech in a timely manner. Failure to do so releases SouthTech from any obligation to further support the software.
- 6.7 Customer agrees to return upon request and at Customer's expense, any loaned media or equipment.

6.8 Customer is responsible for acquiring and maintaining current release levels of Non-Update Products as recommended by SouthTech.

## **7. CHARGES**

7.1 Annual Agreement charges will be invoiced in advance of service period and are due and payable as specified in the terms of the invoice.

7.2 SouthTech may change the software charges and professional services rates after the initial one (1) year Agreement period upon providing a ninety (90) day written notification. The new charges will not exceed the then current published SouthTech prices for software support on the effective date.

7.3 Charges include form changes each year as identified in Schedule A.

7.4 Charges for software added to this Agreement will be at the current published prices at the time the software is added.

7.5 All charges are exclusive of any installation fees, customs, import duties, federal, state, municipal, or other government excise, sales, use, occupational or like taxes now in force or enacted in the future, and all such taxes if paid by SouthTech shall be added to the charges outlined herein.

7.6 SouthTech may, at its sole option, immediately terminate or temporarily suspend all of its responsibilities stated in this Agreement in the event Customer is delinquent in the payment of any invoice from SouthTech for a period in excess of thirty (30) days.

## **8. TERMINATION**

8.1 In the event of a material breach of SouthTech License Agreements by Licensee not cured within thirty (30) days after notice thereof, SouthTech shall have the right to terminate the License Agreement, the license therein granted and/or this (or any subsequently adopted) software subscription and maintenance agreement. Upon termination or cancellation of the License Agreement, Licensee shall forthwith return to SouthTech all existing copies of the Software, accompanied by a certification by an officer of Licensee that the items so returned constitute all the existing copies or counterparts (whole or partial), of the Software and that Licensee has not retained or disposed of any copies or counterparts thereof. In the event of a material breach of this Software Subscription and Maintenance Agreement by Customer, not cured within thirty (30) days after notice thereof, SouthTech shall have the right to terminate this Agreement.

## **9. GENERAL**

9.1 If any provision of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

9.2 SouthTech shall retain the right to publish problems, questions, resolutions and responses.

- 9.3 Failure to make payment of any invoices past due more than thirty (30) days shall constitute default. Failure to perform an obligation or covenant under this Agreement shall constitute default. Upon default, SouthTech at its sole discretion may terminate this Agreement by written notification to Customer.
- 9.4 It is expressly understood that if either party on any occasion fails to perform any term of this Agreement and the other party does not force that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
- 9.5 Customer shall not assign the Agreement without prior written approval of SouthTech.
- 9.6 This Agreement shall be governed by the laws of the State of California.
- 9.7 From time to time, SouthTech will release new features for their software, which are sold as Options. If these Options are desired, the Customer must purchase them from SouthTech.
- 9.8 SouthTech may obtain feedback and other collaborative input (collectively "Input") from Customer's personnel during the development and implementation of the SouthTech products and services under this Agreement. Customer acknowledges that such Input may be incorporated into the applicable products and services developed by SouthTech and provided to Customer under this Agreement and Customer hereby assigns to SouthTech all rights, title and interest in and to all Input provided to SouthTech.

## **10. FORCE MAJEURE**

- 10.1 Except with respect to Customer's obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, Acts of God or the Public Enemy, inability to secure raw materials or transportation failures, acts of omissions of carriers or suppliers or other causes beyond the control whether or not similar to the foregoing.

## **11. ACCEPTANCE**

- 11.1 Signing of this Agreement constitutes acceptance of each provision of this SouthTech Software Subscription and Support Agreement.

*Schedule A***SOUTHTECH SYSTEMS, INC.****SOFTWARE SUBSCRIPTION AND SUPPORT AGREEMENT****Coverage**

**The following software is covered by this agreement:**

**Products:** ClerkDocs™  
 Online Marriage™  
 Online FBN™  
 CornerStone™ Cashiering/Fee Accounting  
 CheckLog™  
 CampaignDocs™  
 WebPublisher™  
 eCampaign™

**Services:** Installation, maintenance and support, including form updates and specialized services.

**Location:** Fresno County/ County Clerk and Registrar of Voters Office

**Annual costs for software, maintenance and support provided to County will be as follows:**

**April 15, 2014 to April 14, 2015**

<b>Product</b>	<b>Software Maintenance (Taxable)</b>	<b>Tech Support</b>	<b>Sub Total</b>	<b>Taxes</b>	<b>Total</b>
ClerkDocs™	4,129.65	6,194.48	10,324.13	0.00	10,324.13
Online Apps	1,307.73	1,961.08	3,268.81	0.00	3,268.81
Cornerstone™ (Cashiering/Fee Accounting)	4,301.71	6,452.59	10,754.30	0.00	10,754.30
CampaignDocs™	1,479.81	2,219.68	3,699.49	0.00	3,699.49
WebPublisher™	929.15	1,393.77	2,322.92	0.00	2,322.92
2 State Changes	0.00	9,025.00	9,025.00	0.00	9,025.00
<b>Totals</b>	<b>12,148.05</b>	<b>27,246.60</b>	<b>39,394.65</b>	<b>0.00</b>	<b>39,394.65</b>

## April 15, 2015 to April 14, 2016

Product	Software Maintenance (Taxable)	Tech Support	Sub Total	Taxes	Total
ClerkDocs™	4,129.65	6,194.48	10,324.13	0.00	10,324.13
Online Apps	1,307.73	1,961.08	3,268.81	0.00	3,268.81
Cornerstone™ (Cashiering/Fee Accounting)	4,301.71	6,452.59	10,754.30	0.00	10,754.30
CampaignDocs™	1,479.81	2,219.68	3,699.49	0.00	3,699.49
Campaign Docs™ Security Upgrade	9,000.00	0.00	9,000.00	0.00	9,000.00
WebPublisher™	929.15	1,393.77	2,322.92	0.00	2,322.92
2 State Changes	0.00	9,025.00	9,025.00	0.00	9,025.00
<b>Totals</b>	<b>12,148.05</b>	<b>27,246.60</b>	<b>48,394.65</b>	<b>0.00</b>	<b>48,394.65</b>

## April 15, 2016 to April 14, 2017

Product	System Module	Software Maintenance (Taxable)	Tech Support	Sub Total	Taxes	Total
ClerkDocs™	0.00	4,129.65	6,194.48	10,324.13	0.00	10,324.13
Online Apps	0.00	1,307.73	1,961.08	3,268.81	0.00	3,268.81
Cornerstone™ (Cashiering/Fee Accounting)	0.00	4,301.71	6,452.59	10,754.30	0.00	10,754.30
CampaignDocs™	0.00	1,479.81	2,219.68	3,699.49	0.00	3,699.49
WebPublisher™	0.00	929.15	1,393.77	2,322.92	0.00	2,322.92
Unlimited Form Changes*	0.00	0.00	9,025.00	9,025.00	0.00	9,025.00
Specialized Services (Fee for Service)**	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00
eCampaign™	14,227.00	1,685.43	1,685.43	17,597.86	0.00	17,597.86
<b>Totals</b>	<b>14,227.00</b>	<b>22,858.48</b>	<b>33,932.03</b>	<b>61,992.51</b>	<b>0.00</b>	<b>61,992.51</b>

**April 15, 2017 to April 14, 2018**

<b>Product</b>	<b>Software Maintenance (Taxable)</b>	<b>Tech Support</b>	<b>Sub Total</b>	<b>Taxes</b>	<b>Total</b>
ClerkDocs™	4,129.65	6,194.48	10,324.13	0.00	10,324.13
Online Apps	1,307.73	1,961.08	3,268.81	0.00	3,268.81
Cornerstone™ (Cashiering/Fee Accounting)	4,301.71	6,452.59	10,754.30	0.00	10,754.30
CampaignDocs™	1,479.81	2,219.68	3,699.49	0.00	3,699.49
WebPublisher™	929.15	1,393.77	2,322.92	0.00	2,322.92
Unlimited Form Changes*	0.00	9,025.00	9,025.00	0.00	9,025.00
Specialized Services (Fee for Service)**	0.00	5,000.00	5,000.00	0.00	5,000.00
eCampaign™	1,685.43	1,685.43	3,370.86	0.00	3,370.86
<b>Totals</b>	<b>13,833.48</b>	<b>33,932.03</b>	<b>47,765.51</b>	<b>0.00</b>	<b>47,765.51</b>

**April 15, 2018 to April 14, 2019**

<b>Product</b>	<b>Software Maintenance (Taxable)</b>	<b>Tech Support</b>	<b>Sub Total</b>	<b>Taxes</b>	<b>Total</b>
ClerkDocs™	4,129.65	6,194.48	10,324.13	0.00	10,324.13
Online Apps	1,307.73	1,961.08	3,268.81	0.00	3,268.81
Cornerstone™ (Cashiering/Fee Accounting)	4,301.71	6,452.59	10,754.30	0.00	10,754.30
CampaignDocs™	1,479.81	2,219.68	3,699.49	0.00	3,699.49
WebPublisher™	929.15	1,393.77	2,322.92	0.00	2,322.92
Unlimited Form Changes*	0.00	9,025.00	9,025.00	0.00	9,025.00
Specialized Services (Fee for Service)**	0.00	5,000.00	5,000.00	0.00	5,000.00
eCampaign™	1,685.43	1,685.43	3,370.86	0.00	3,370.86
<b>Totals</b>	<b>13,833.48</b>	<b>33,932.03</b>	<b>47,765.51</b>	<b>0.00</b>	<b>47,765.51</b>

\*SouthTech will provide unlimited form changes beginning on April 15, 2016 through April 14, 2019.

\*\*SouthTech will provide specialized services (i.e. reports, website updates, etc.) at the request of the County Clerk from the period of April 15, 2016 through April 14, 2019. SouthTech shall bill County on a fee-for-service basis for specialized services. Total costs for specialized services shall not exceed \$5,000 per year.

**License Scope:**

The software listed above licensed for use by County of Fresno Clerk and Registrar of Voters at

Your Address and is limited to one (1) server database license, and up to (10) workstations.

**Customer Service Contact.**

SouthTech Customer Service can be reached by calling your designated Technical Account Manager (Grant Gyulnazaryan) at (951) 354-6104, by e-mail to [support@southtechsystems.com](mailto:support@southtechsystems.com) or by calling the main office at (951) 354-6104

**Schedule B**

*Professional Service Rates*

*SouthTech Systems, Inc.  
Hourly Rates as of January 1, 2014*

	<i>Standard</i>	<i>Discounted*</i>
Position Title		
Principal	\$225.00	\$202.50
Project Manager	\$200.00	\$180.00
Senior Programmer/Analyst	\$175.00	\$157.50
Programmer/Analyst	\$150.00	\$135.00
Trainer/Technical Support	\$125.00	\$112.50
* Customers with a SouthTech Systems software maintenance agreement qualify for a 10% discounted labor rates when purchasing professional services for design, programming and implementation of new system features and functionalities. Fixed price proposals using the discounted rates can be provided based on a written work request with a detailed scope of work.		

**Schedule C – eCampaign™ Pricing Details and Billing Schedule**

Amendment I to Agreement No. A-14-123 will allow for the purchase of the eCampaign™ module with maintenance and support as outlined below.

**Purchase Price Based on Population of 950,000**

System Module	Modules Needed	Unit Price	Total Price
CampaignDocs System	0	\$26,644.10	\$0.00
eCampaign System	1	\$22,837.80	\$22,837.80
Public Kiosk Module	0	\$5,709.45	\$0.00
Web Redaction / Web Publishing Module	0	\$11,418.90	\$0.00
Subtotal License Fee			\$22,837.80
Multi System Discount			-\$6,851.34
Total License Fee	1		\$15,986.46
Professional Services			\$2,740.54
Config Hosting Fee (If Hosted by SouthTech)	0	\$397.66	
No Tax - FTP Download	0.00%		\$0.00
Total			\$18,727.00
<b>Credit for 1 state form (2016-2017)</b>			<b>-\$4,500.00</b>
<b>One Time Grand Total</b>			<b>\$14,227.00</b>

<b>Annual Costs (60 Days after Installation)</b>			
Hosting Fee (If Hosted by SouthTech)	0	\$2,385.95	\$0.00
Software Support and Maintenance			\$3,370.86
No Tax - FTP Download	0.00%		\$0.00

**Payment Schedule.** Each task group must be completed and accepted by the Customer prior to payment. SouthTech Systems will invoice the Customer upon completion of a task group. If any additional work is requested above the scope of work, the services will be billed separately and in accordance to the procedures mutually agreed upon. Payments are due within 30 days of receipt of invoice.

**Purchase Billing Schedule - Based on Population of 950,000**

Invoice	Date	Task #	Deliverable	Cost Description	Cost
Invoice # 1 (50 % of Total)	Week 1	1	Finalize Contract and update project plan	License Fee	\$5,743.23
		2	Hardware Readiness	Prof. Services	\$1,370.27
		3	Deliver Software for Installation in Training Environment	No Tax - FTP Download	\$0.00
				<b>Invoice Total</b>	<b>\$7,113.50</b>
Invoice # 2 (30 % of Total)	Week 3	4	Training and Review of the System	License Fee	\$3,445.94
		5	Installation in Production	Prof. Services	\$822.16
		6	Configuration	No Tax - FTP Download	\$0.00
				<b>Invoice Total</b>	<b>\$4,268.10</b>
Invoice # 3 (20 % of Total)	Week 4	7	Final Acceptance by Customer	License Fee	\$2,297.29
		8	Go Live	Prof. Services	\$548.11
		9	Go Live Technical Support	No Tax - FTP Download	\$0.00
		10	Implementation Support		
				<b>Invoice Total</b>	<b>\$2,845.40</b>
Annual Maintenance	60 Day After Installation (Week 8)		Annual Software Maintenance and Support	Maintenance Fee	\$3,370.86
				No Tax - FTP Download	\$0.00
				<b>Invoice Total</b>	<b>\$3,370.86</b>