

APPENDIX A

Original Agreement

CONTRACT FOR SERVICES BETWEEN THE COUNTY OF SISKIYOU OFFICES OF
THE RECORDER AND CLERK ("COUNTY") AND SOUTH TECH SYSTEMS, INC.
("CONTRACTOR")

This Contract made this 18th day of September, 2018 between:

COUNTY:	Siskiyou County Recorder 311 Fourth Street, Rm. 108 Yreka, CA 96097-2984 (530) 842-8036 Ph. (530) 842-8059 Fax	Siskiyou County Clerk 510 N. Main Street Yreka, CA 96097-2525 (530) 842-8084 Ph. (530) 841-4110 Fax
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And

CONTRACTOR:	SouthTech Systems, Inc. 4181 Flat Rock Drive, Suite 300 Riverside, CA 92505-7106 (951) 354-6104 Ph. (951) 354-6107 Fax
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ARTICLE 1. TERM OF CONTRACT

- 1.01** Contract Term: This Contract shall become effective on July 1, 2018 and shall terminate on June 30, 2024, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

- 3.01** Specific Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto to the Siskiyou County Recorder's Office. Contractor shall provide the services described in Exhibit "C" attached hereto to the Siskiyou County Clerk's Office.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the individual Department Head (Mike Mallory, Assessor-Recorder or his designee for Recorder's Office; and Colleen Setzer, County Clerk or her designee for the Clerk's Office).

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor as described in Exhibits "A" and "C", County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "B" for services provided to the Recorder's Office and Exhibit "D" for services provided to the Clerk's Office. Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.

- 5.02** Contract Management: Contractor shall report to the (department head) or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06** General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to

County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

- 5.07** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**
- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability

- insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
 - c. County will not withhold state or federal income tax from payment to Contractor.
 - d. County will not make disability insurance contributions on behalf of Contractor.
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12** Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
- 5.13** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

- 5.16 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17 Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20 Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally 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 contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors,

administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.


8.14 Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

8.15 No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

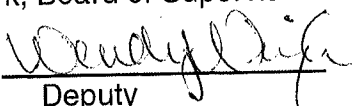
Date: 9-18-18

COUNTY OF SISKIYOU



RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

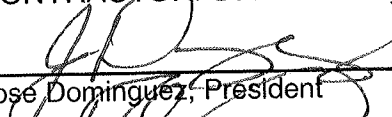
By: 

Deputy


Date: _____

Date: _____

CONTRACTOR: SouthTech Systems



Jose Dominguez, President



Grant Gyulnazaryan, Vice President/ CFO

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 51-0564578

APPROVED BY INFORMATION TECHNOLOGY:

By: 
Eric Silfies, IT Program Manager
Conduent, Inc.

ACCOUNTING:
Fund Organization Account Activity Code (if applicable)

See attached spreadsheet for Accounting by Organization and Fiscal Year – Grand Total of purchase and five years of maintenance equals \$313,340.82 (\$277,778.68 Recorder and \$35,562.14 Clerk).

Encumbrance number (if applicable)

p:\county counsel contract forms\form contract with bos clerk attest signature 2_4_09.doc

Exhibit A

Scope of Service for Recorder

The Customer wishes to implement the following modules of SouthTech Systems' RecorderWorks Suite as an upgrade to the existing AtPac Criis System to include annual maintenance and support. These systems are specifically designed for California County Recorder's Offices.

1) RecorderWorks Suite Acquisition

- **CornerStone Cashiering and Fund Accounting**
- **LandDocs.NET, including Flex Index & ID Shield Integration**
- **RecorderWorks Search and Retrieval Internet**
- **RecorderWorks Search and Retrieval Kiosk(Intranet)**
- **RecorderWorks Search and Retrieval Assessor Intranet**
- **Summit eRecording – CeRTNA**
- **VitalDocs**
- **Vitals Ordering Kiosk**

SouthTech Systems will provide the following services to implement the RecorderWorks Suite.

- Provide detailed project plan to organize project and have a plan of detailed tasks to follow.
- Review your hardware and provide a hardware readiness document.
- Review your current process and create a gap analysis document
- Download Criis data and images and provide to our conversion developer on a U.S. data server.
- Run conversion.
- Provide list of data exceptions customer must fix.
- Programmatically fix data exceptions during conversion.
- Analyze and configure the current Criis Cashiering configuration.
- Configure the SouthTech CornerStone Cashiering System to accommodate your fees and funds distribution.
- Configure the SouthTech Summit Electronic Recording System.
- Configure the RecorderWorks Suite.
- Prepare and perform software installations.
- Provide training on site
- Review parallel testing results.
- Make additional configuration changes based on parallel testing results.
- Provide go live support.

County will provide, at its own expense, access to the SouthTech Systems RecorderWorks via the internet if it is at acceptable speeds. (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

County is responsible for SQL Database monitoring, performance, tuning and routine maintenance. Database support is a billable item on an hourly basis. Please refer to Professional Services rates.

2) Annual Maintenance and Support

Support services provided

SouthTech Systems handles the first level of support and usually the second level of support. Client usually calls our support desk unless the problem is detected to be related to the county hosted environment or hardware. Unless otherwise agreed upon while negotiating the contract, SouthTech Systems expects that the County IT will be providing maintenance and support for the hosted environment and hardware infrastructure. Moreover, if SouthTech Systems is initially called for support, we will provide the first level of support until the problem can be thoroughly diagnosed and determined. Once the problem is determined to be the responsibility of the County IT, we will escalate the problem to the appropriate contact person at the county.

Request for Enhancement requests are submitted either online via the ExtraView System, via the Customer Support Center, or via email directly to the Project Manager assigned to this project. They are evaluated and ranked by the Project Manager. Prior to finalization of new release content, they are distributed to the customer base and reviewed by the County Recorder stakeholder. Appeals may be made for certain items rejected, placed on hold for future consideration, or accepted for the next release. This is an interactive and iterative process where the customer is given the option to participate or not. Once the process is completed a final list is issued to all customers along with the requirements and roadmap for the next product release.

Professional Services (customer paid for) enhancements are delivered directly to the customer and installed by the Professional Services staff. Customers have their software delivered directly upon their consent when the enhancements are completed, tested and ready for deployment.

Your county will receive regular and emergency software updates and related professional services for the products covered by this agreement. These software updates and services shall include:

- Product updates for each system. These may include program bug fixes, software enhancements and new features released during the term of this service period.
- SouthTech Systems will furnish and test periodic software upgrades to the proposed System. SouthTech Systems will provide the latest information on the proposed software upgrade as to software glitches, bugs, and other issues to assist your county determining the best course of action.
- SouthTech Systems will provide professional services to assess compatibility issues by participating in testing of third party operating system updates. SouthTech Systems will assist your county systems staff to insure a successful software upgrade integration. Software upgrades are generally performed during normal business hours. Special arrangements for testing during non-business hours and weekends may be scheduled to avoid a disruption in normal business operations. During this service period, SouthTech Systems will provide up to 16 hours of professional services for system evaluation, problem resolution, installation, testing and implementation services related to third party software or hardware that is used by your System.

Remote Technical Support

Telephone, fax, e-mail and remote access support is available during normal business hours of Monday - Friday, 8:00 a.m. to 6:00 p.m. The most common situations resolved with telephone support are:

- Minor end-user instructions and training required
- Issues related to process for end-user to log into the system
- Application lockup, monitor resolution and printing problems

- Security access to application rights
- Database record selection and storage
- Database errors and corruption
- Application bug or error

Service Requests and Response Time

SouthTech Systems will respond to non-emergency service requests within 4 hours after receipt of a support call by your county personnel. SouthTech Systems will determine the necessary action to resolve a request for service. To make this determination your county personnel will provide adequate information that will allow SouthTech Systems staff to determine the severity of the support request and the appropriate response that complies with the terms and conditions of this agreement. If the service request is an emergency, such as the system is not available to users, SouthTech Systems will respond in 1 hour or less by telephone or remote access.

On-site Services

Services requests that require on-site analysis and programming services shall be scheduled with your county personnel. The most common situations resolved with on-site technical services are:

- Issues and trouble calls that could not be resolved by your county personnel and SouthTech Systems customer service through remote troubleshooting and diagnosis
- Software troubleshooting and trouble resolution
- System malfunction problem identification and resolution
- Software installation problems
- Database preventive maintenance/troubleshooting and problem resolution
- Application performance tuning
- Application troubleshooting to complete problem identification and action for resolution of the problem
- The County is responsible for any time, travel and out-of-pocket expenses. A minimum time spent will be 16 hours.

Technical Support Service Hours Included

SouthTech Systems will provide technical support services during this service period at no additional charge for telephone support, on-site services and authorized work requests to correct system problems and make modifications required by change in procedures, legal or system performance requirements. The hours included in this service period are:

- Up to 16 hours of telephone, e-mail and remote access support
- Up to 8 hours of work request analysis, research, programming, testing, implementation and training services, including on-site services.
- For all work performed under this section a written work requests must be submitted and approved by your county Department prior to work being initiated by SouthTech Systems. For each work request SouthTech Systems will confirm the priority and provide estimate of hours required and completion date.

Status Reports

One or more members of SouthTech Systems senior level staff will attend up to 4 status report conference calls with your county staff if requested to review status of all projects and systems performance with department management and Information Systems staff. This includes preparing and agenda and status report. Estimated hours to accomplish this requirement during the service period are 8 hours including travel time.

Exhibit B

Payment for Services Rendered for Recorder

The initial acquisition cost for Systems as described in Exhibit A – Scope of Service for Recorder shall be as follows:

1) RecorderWorks Suite Acquisition (net costs include implementation/ configuration/ data conversion services based on Proposal dated March 20, 2018)

• CornerStone Cashiering and Fund Accounting	\$55,380
• LandDocs.NET, including Flex Index & ID Shield Integration	25,955
• RecorderWorks Search and Retrieval Internet	1,385
• RecorderWorks Search and Retrieval Kiosk(Intranet)	4,610
• RecorderWorks Search and Retrieval Assessor Intranet	4,610
• Summit eRecording – CeRTNA -	6,150
• VitalDocs	16,735
• Vitals Ordering Kiosk	4,610
• No Sales Tax – delivered electronically via FTP Download	0.00
 GRAND TOTAL	\$119,435

Payment Schedule for System

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. Reimbursable out of pocket expenses may be billed monthly on a separate invoice, where original receipts will be provided. Payments are due within 30 days of receipt of invoice.

An estimated start date of September 18th, 2018.

Milestone/Task Deliverable	Dates	Invoice Total
Milestone #1: Task # 1: Finalize Contract, update & sign Task # 2: Provide Project Plan	September 18th, 2018	
Milestone #2: Task # 3: Planning, Data Gathering. Gather requirements for system configuration, data and image import. Task # 4: Document requirements gathered	October 1st, 2018	\$30,000.00

Milestone/Task Deliverable	Dates	Invoice Total
Milestone #3: Task # 5: Hardware readiness review. Assist in determining server, workstation, scanner, peripherals and network installation is ready for software installation.	November 1st, 2018	
Milestone #4: Task # 6: Installation of software in test environment Task # 7: Configuration Task # 8: First round of data and image import and user training.	December 17th, 2018	\$30,000.00
Milestone #5: Task # 9: County completes the review. Task # 10: End users get comfortable with the system. Task # 11: County reviews all templates and modifies them to meet the needs of county. Data and image import review. Configuration of letters.	Feb 18th, 2019	
Milestone #6: Task # 12: Installation of software in production environment Task # 13: User review. Task # 14: Second round of data and image imports.	March 18th, 2019	\$30,000.00
Milestone #7: Task # 15: Final acceptance review	May 13th, 2019	\$5,548.00
Milestone #8: Task # 16: Prepare for Go Live	May 20th, 2019	
Milestone #9: Go live	June 1st, 2019	
Milestone #10: Post Support for 30 days	July 1st, 2019	Remaining 20% balance: \$23,887.00

TOTAL ACQUISITION COST NOT TO EXCEED

\$119,435

2) ANNUAL MAINTENANCE & SUPPORT

FY-2019-20 through 2023-24 Maintenance & Support	
Annual Maintenance costs for software as described in Exhibit A – Scope of Service for Recorder shall be as follows. The Annual Maintenance and Support costs will not be billed until the initial project is accepted as complete 30 days after go-live date. First year basic maintenance is \$21,597.30; plus, Optical Character Recognition counts (OCR) for ID Shield (auto redaction) at \$3,824.54, and License costs, Product Support for Flex Index (auto indexing) at \$5,135.82.	
Annual fees may be adjusted upward by no more than 3% for the 2020-21 year, and biennially thereafter, not to exceed 3% in any biennial period.	
7/1/19 to 6/30/20 Maintenance & Support 30 days after go-live date	\$30,557.66
7/1/20 to 6/30/21 Annual Maintenance & Support at \$31,474.39 (+3%)	
7/1/21 to 6/30/22 Annual Maintenance & Support at \$31,474.39	
7/1/22 to 6/30/23 Annual Maintenance & Support at \$32,418.62 (+3%)	
7/1/23 to 6/30/24 Annual Maintenance & Support at \$32,418.62	

Total Acquisition and 5 years Annual Maintenance & Support not to exceed \$277,778.68

Compensation for Extra Services

County shall compensate Contractor for requested Extra Services and reimburse Contractor for expenses incurred in connection with the provision of such extra services as follows:

1. Emergency off-site support outside of the hours 8 AM to 6 PM or on weekends or holidays.

125.00 per hour

2. On-site support, with a four-hour minimum, including time in transit.

125.00 per hour

*Professional Services Rates
Hourly Rates as of January 1, 2018*

Position Title	Standard	Discounted*
Senior Developer Design	\$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 Annual Maintenance and Support contract qualify for a 10% discounted labor rates when purchasing additional Professional Services for design, programming and implementation of new features and added functionality.		

Exhibit C

Scope of Service for Clerk

The Customer wishes to implement the following modules of SouthTech Systems' ClerkDocs as an upgrade to the existing AtPac Criis System to include annual maintenance and support. These systems are specifically designed for California County Clerk's Offices.

1) ClerkDocs Acquisition

- **CornerStone Cashiering and Fund Accounting**
- **ClerkDocs Client Software (12 Clerk filings and registrations)**
- **ClerkDocs Internet Online Software**
- **ClerkDocs Intranet Online Software**

SouthTech Systems will provide the following services to implement ClerkDocs.

- Provide detailed project plan to organize project and have a plan of detailed tasks to follow.
- Review your hardware and provide a hardware readiness document.
- Review your current process and create a gap analysis document
- Download Criis data and images and provide to our conversion developer on a U.S. data server.
- Run conversion.
- Provide list of data exceptions customer must fix.
- Programmatically fix data exceptions during conversion.
- Analyze and configure the current Criis Cashiering configuration.
- Configure the SouthTech CornerStone Cashiering System to accommodate your fees and funds distribution.
- Configure ClerkDocs.
- Prepare and perform software installations.
- Provide training on site
- Review parallel testing results.
- Make additional configuration changes based on parallel testing results.
- Provide go live support.

County will provide, at its own expense, access to the SouthTech Systems ClerkDocs via the internet if it is at acceptable speeds. (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

County is responsible for SQL Database monitoring, performance, tuning and routine maintenance. Database support is a billable item on an hourly basis. Please refer to the Professional Services rates.

2) Annual Maintenance and Support

Support services provided

SouthTech Systems handles the first level of support and usually the second level of support. Client usually calls our support desk unless the problem is detected to be related to the county hosted environment or hardware. Unless otherwise agreed upon while negotiating the contract, SouthTech Systems expects that the County IT will be providing maintenance and support for the hosted environment and hardware infrastructure. Moreover, if SouthTech Systems is initially called for support, we will provide the first level of support until the problem can be thoroughly diagnosed and determined. Once the problem is determined to be the responsibility of the County IT, we will escalate the problem to the appropriate contact person at the county.

Request for Enhancement requests are submitted either online via the ExtraView System, via the Customer Support Center, or via email directly to the Project Manager assigned to this project. They are evaluated and ranked by the Project Manager. Prior to finalization of new release content, they are distributed to the customer base and reviewed by the County Clerk stakeholder. Appeals may be made for certain items rejected, placed on hold for future consideration, or accepted for the next release. This is an interactive and iterative process where the customer is given the option to participate or not. Once the process is completed a final list is issued to all customers along with the requirements and roadmap for the next product release.

Professional Services (customer paid for) enhancements are delivered directly to the customer and installed by the Professional Services staff. Customers have their software delivered directly upon their consent when the enhancements are completed, tested and ready for deployment.

Your county will receive regular and emergency software updates and related professional services for the products covered by this agreement. These software updates and services shall include:

- Product updates for each system. These may include program bug fixes, software enhancements and new features released during the term of this service period.
- SouthTech Systems will furnish and test periodic software upgrades to the proposed System. SouthTech Systems will provide the latest information on the proposed software upgrade as to software glitches, bugs, and other issues to assist your county determining the best course of action.
- SouthTech Systems will provide professional services to assess compatibility issues by participating in testing of third party operating system updates. SouthTech Systems will assist your county systems staff to insure a successful software upgrade integration. Software upgrades are generally performed during normal business hours. Special arrangements for testing during non-business hours and weekends may be scheduled to avoid a disruption in normal business operations. During this service period, SouthTech Systems will provide up to 16 hours of professional services for system evaluation, problem resolution, installation, testing and implementation services related to third party software or hardware that is used by your System.

Remote Technical Support

Telephone, fax, e-mail and remote access support is available during normal business hours of Monday - Friday, 8:00 a.m. to 6:00 p.m. The most common situations resolved with telephone support are:

- Minor end-user instructions and training required
- Issues related to process for end-user to log into the system
- Application lockup, monitor resolution and printing problems

- Security access to application rights
- Database record selection and storage
- Database errors and corruption
- Application bug or error

Service Requests and Response Time

SouthTech Systems will respond to non-emergency service requests within 4 hours after receipt of a support call by your county personnel. SouthTech Systems will determine the necessary action to resolve a request for service. To make this determination your county personnel will provide adequate information that will allow SouthTech Systems staff to determine the severity of the support request and the appropriate response that complies with the terms and conditions of this agreement. If the service request is an emergency, such as the system is not available to users, SouthTech Systems will respond in 1 hour or less by telephone or remote access.

On-site Services

Services requests that require on-site analysis and programming services shall be scheduled with your county personnel. The most common situations resolved with on-site technical services are:

- Issues and trouble calls that could not be resolved by your county personnel and SouthTech Systems customer service through remote troubleshooting and diagnosis
- Software troubleshooting and trouble resolution
- System malfunction problem identification and resolution
- Software installation problems
- Database preventive maintenance/troubleshooting and problem resolution
- Application performance tuning
- Application troubleshooting to complete problem identification and action for resolution of the problem
- The County is responsible for any time, travel and out-of-pocket expenses. A minimum time spent will be 16 hours.

Technical Support Service Hours Included

SouthTech Systems will provide technical support services during this service period at no additional charge for telephone support, on-site services and authorized work requests to correct system problems and make modifications required by change in procedures, legal or system performance requirements. The hours included in this service period are:

- Up to 16 hours of telephone, e-mail and remote access support
- Up to 8 hours of work request analysis, research, programming, testing, implementation and training services, including on-site services.
- For all work performed under this section a written work requests must be submitted and approved by your county Department prior to work being initiated by SouthTech Systems. For each work request SouthTech Systems will confirm the priority and provide estimate of hours required and completion date.

Status Reports

One or more members of SouthTech Systems senior level staff will attend up to 4 status report conference calls with your county staff if requested to review status of all projects and systems performance with department management and Information Systems staff. This includes preparing and agenda and status report. Estimated hours to accomplish this requirement during the service period are 8 hours including travel time.

Exhibit D

Payment for Services Rendered for Clerk

The initial acquisition cost for Systems as described in Exhibit C – Scope of Service for Clerk shall be as follows:

1) ClerkDocs Acquisition (net costs include implementation/ configuration/ data conversion services based on Proposal dated March 20, 2018)

• CornerStone Cashiering and Fund Accounting	\$18,400
• ClerkDocs	
• ClerkDocs Internet	
• ClerkDocs Kiosk(Intranet)	
• No Sales Tax – delivered electronically via FTP Download	<u>0.00</u>
 GRAND TOTAL	 \$18,400

Payment Schedule for System

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. Reimbursable out of pocket expenses may be billed monthly on a separate invoice, where original receipts will be provided. Payments are due within 30 days of receipt of invoice.

An estimated start date of September 18th, 2018.

Milestone/Task Deliverable	Dates	Invoice Total
Milestone #1: Task # 1: Finalize Contract, update & sign Task # 2: Provide Project Plan	September 18th, 2018	
Milestone #2: Task # 3: Planning, Data Gathering. Gather requirements for system configuration, data and image import. Task # 4: Document requirements gathered	October 1st, 2018	\$4,000.00
Milestone #3: Task # 5: Hardware readiness review. Assist in determining server, workstation, scanner, peripherals and network	November 1st, 2018	

Milestone/Task Deliverable	Dates	Invoice Total
installation is ready for software installation.		
Milestone #4: Task # 6: Installation of software in test environment Task # 7: Configuration Task # 8: First round of data and image import and user training.	December 17th, 2018	\$4,000.00
Milestone #5: Task # 9: County completes the review. Task # 10: End users get comfortable with the system. Task # 11: County reviews all templates and modifies them to meet the needs of county. Data and image import review. Configuration of letters.	Feb 18th, 2019	
Milestone #6: Task # 12: Installation of software in production environment Task # 13: User review. Task # 14: Second round of data and image imports.	March 18th, 2019	\$4,000.00
Milestone #7: Task # 15: Final acceptance review	May 13th, 2019	\$2,720.00
Milestone #8: Task # 16: Prepare for Go Live	May 20th, 2019	
Milestone #9: Go live	June 1st, 2019	
Milestone #10: Post Support for 30 days	July 1st, 2019	Remaining 20% balance: \$3,680.00

TOTAL ACQUISITION COST NOT TO EXCEED

\$18,400

2) ANNUAL MAINTENANCE & SUPPORT

FY-2019-20 through 2023-24 Maintenance & Support	
Annual Maintenance costs for software as described in Exhibit C – Scope of Service for Clerk shall be as follows. The Annual Maintenance and Support costs will not be billed until the initial project is accepted as complete 30 days after go-live date.	
Annual fees may be adjusted upward by no more than 3% for the 2020-21 year, and biennially thereafter, not to exceed 3% in any biennial period.	
7/1/19 to 6/30/20 Maintenance & Support 30 days after go-live date	\$3,312.00
7/1/20 to 6/30/21 Annual Maintenance & Support at	\$3,411.36 (+3%)
7/1/21 to 6/30/22 Annual Maintenance & Support at	\$3,411.36
7/1/22 to 6/30/23 Annual Maintenance & Support at	\$3,513.71 (+3%)
7/1/23 to 6/30/24 Annual Maintenance & Support at	\$3,513.71

Total Acquisition and 5 years Annual Maintenance & Support not to exceed \$35,562.14

Compensation for Extra Services

County shall compensate Contractor for requested Extra Services and reimburse Contractor for expenses incurred in connection with the provision of such extra services as follows:

- Emergency off-site support outside of the hours 8 AM to 6 PM or on weekends or holidays.

125.00 per hour

- On-site support, with a four-hour minimum, including time in transit.

125.00 per hour

*Professional Services Rates
Hourly Rates as of January 1, 2018*

Position Title	Standard	Discounted*
Senior Developer Design	\$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 Annual Maintenance and Support contract qualify for a 10% discounted labor rates when purchasing additional Professional Services for design, programming and implementation of new features and added functionality.		

A) **FINANCIAL INFORMATION FOR UPGRADE OF RECORDER AND CLERK SYSTEMS**

FISCAL YEAR 2018-19:

Recorder System Upgrade [Reference Exhibit B(1)]

Fund	Org	Acct	ACTV	Account Name	Amount
1001	207010	762030	107	Intangible Assets	21,345.00
1001	207010	762030	147	Intangible Assets	4,610.00
1001	207010	762030	106	Intangible Assets	26,880.00
1001	207010	762030		Intangible Assets	66,600.00
Total					119,435.00

Clerk System Upgrade [Reference Exhibit D(1)]

Fund	Org	Acct	ACTV	Account Name	Amount
1001	201080	762030		Intangible Assets	18,400.00
Total					18,400.00

B) **ANNUAL MAINTENANCE OVER SUBSEQUENT 5 YEARS**

FISCAL YEAR 2019-20:

Recorder System Maintenance [Reference Exhibit B(2)]

Fund	Org	Acct	ACTV	Account Name	Amount
1001	207010	723000	107	Prof. & Spec. Svcs.	5,500.38
1001	207010	723000	147	Prof. & Spec. Svcs.	2,139.04
1001	207010	723000	106	Prof. & Spec. Svcs.	22,918.24
Total					30,557.66

Clerk System Maintenance [Reference Exhibit D(2)]

1001	201080	723000		Prof. & Spec. Svcs.	3,312.00
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FISCAL YEAR 2020-21:

Recorder System Maintenance [Reference Exhibit B(2)]

Fund	Org	Acct	ACTV	Account Name	Amount
1001	207010	723000	107	Prof. & Spec. Svcs.	5,665.39
1001	207010	723000	147	Prof. & Spec. Svcs.	2,203.21
1001	207010	723000	106	Prof. & Spec. Svcs.	23,605.79
Total					31,474.39

Clerk System Maintenance [Reference Exhibit D(2)]

1001	201080	723000		Prof. & Spec. Svcs.	3,411.36
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FISCAL YEAR 2021-22:

Recorder System Maintenance [Reference Exhibit B(2)]

Fund	Org	Acct	ACTV	Account Name	Amount
1001	207010	723000	107	Prof. & Spec. Svcs.	5,665.39
1001	207010	723000	147	Prof. & Spec. Svcs.	2,203.21
1001	207010	723000	106	Prof. & Spec. Svcs.	23,605.79
Total					31,474.39

Clerk System Maintenance [Reference Exhibit D(2)]

1001	201080	723000		Prof. & Spec. Svcs.	3,411.36
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FISCAL YEAR 2022-23:

Recorder System Maintenance [Reference Exhibit B(2)]

Fund	Org	Acct	ACTV	Account Name	Amount
1001	207010	723000	107	Prof. & Spec. Svcs.	5,835.35
1001	207010	723000	147	Prof. & Spec. Svcs.	2,269.30
1001	207010	723000	106	Prof. & Spec. Svcs.	24,313.97
Total					32,418.62

Clerk System Maintenance [Reference Exhibit D(2)]

1001	201080	723000		Prof. & Spec. Svcs.	3,513.71
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FISCAL YEAR 2023-24:

Recorder System Maintenance [Reference Exhibit B(2)]

Fund	Org	Acct	ACTV	Account Name	Amount
1001	207010	723000	107	Prof. & Spec. Svcs.	5,835.35
1001	207010	723000	147	Prof. & Spec. Svcs.	2,269.30
1001	207010	723000	106	Prof. & Spec. Svcs.	24,313.97
Total					32,418.62

Clerk System Maintenance [Reference Exhibit D(2)]

1001	201080	723000		Prof. & Spec. Svcs.	3,513.71
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C) **ADDITIONAL WORK/ ON-SITE SERVICES**

1001	207010	723000	106	Prof. & Spec. Svcs.	\$0.01	Rate
1001	201080	723000		Prof. & Spec. Svcs.	\$0.01	Rate

Please forward these originals to the Recorder Department once they are processed.
 Thank you
 Wendy - 8/15
 21900308 REC
 21900309 CLK