



**Amendment Number One  
To Agreement MA-059-14011037 with SouthTech Systems, Inc.  
For County Clerk and Recorder Services  
Software Maintenance and Technical Support**

This Agreement, hereinafter "Amendment" to Agreement MA-059-14011037 is made and entered into upon execution of all necessary signatures between SouthTech Systems, Inc., having its principal place of business at 4181 Flat Rock Drive, Suite 300, Riverside, CA 92505 (referred as "Contractor"), and the County of Orange, Clerk-Recorder, a political subdivision of the State of California, with a place of business at 12 Civic Center Plaza, Room 101, Santa Ana CA 92701 (referred to as "County") which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

**RECITALS**

**WHEREAS**, the County and Contractor entered into MA-059-14011037 (hereinafter referred to as "Original Contract") for County Clerk and Recorder Services Software Maintenance and Technical Support, effective February 1, 2014 through and including January 31, 2017 in the amount of \$523,282.79; and

**WHEREAS**, the County desires to amend Contract to add the Fictitious Business Name Statement (FBN) Application and Management Program for \$99,250; and

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. Amend the Contract to add Fictitious Business Name Statement (FBN) Application and Management Program for \$99,250 with a new cumulative Contract amount of \$622,532.79.
2. Add Attachment C – Scope of Work and Attachment D - Compensation and Payment.
3. All terms and conditions contained in this Amendment are incorporated by this reference into the Contract. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

**CONTRACT SIGNATURE PAGE**

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**SouthTech Systems, Inc.\***

Jose Dominguez President  
Print Name Title

[Signature] 6-22-2016  
Signature Date

GRANT GYULNAZARYAN CFO  
Print Name Title

[Signature] 6/22/16  
Signature Date

\* (Pursuant to California Corporations Code Section 313, the signatures of two corporate officials are required to bind the corporation, one from each of the following two groups: If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.

**In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.**

**County of Orange, a political subdivision of the State of California**

Cherie Tuua-Pua Procurement Contract Specialist  
Print Name Title

Signature Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
County of Orange, California

Not applicable Sr. Deputy  
Print Name Title

[Signature] 6/22/2016  
Signature Date

**Attachment C**  
**Scope of Work**  
**Fictitious Business Name Statement (FBN)**  
**Application and Management Program**

Contractor agrees to provide The Fictitious Business Name Statement (FBN) Application and Management Program for the existing Clerk Docs system.

**Contractor must provide the following six components:**

1. Fictitious Business Name Statement Application (of which there are five different type of statements), and the FBN Application will have an on-line internet module and an off-line (Kiosk) module.
2. Application Management Program
3. Searchable Index (available both on-line (Internet) and off-line (Kiosk))
4. Affidavit of Publication Imaging Component
5. Courtesy Renewable Notice Component
6. Reports

**Contractor must incorporate the following functionalities into the FBN Management Program (FBN-MP):**

- The FBN-MP must be fully integrated with the Clerk-Recorder Cashiering System
- The Kiosk and Internet must be 100% compatible with Internet Explorer, FireFox, Chrome and Safari browsers.
- The FBN Online and Kiosk programs must be compatible with hand held devices such as iPad, Tablets and mobile phones.
- Each Abandonment, Withdrawal, Renewal, and Change must have a new FBN File Number. Abandonments, Withdrawals, Renewals, and Changes although are getting new FBN File Numbers assigned to the FBN transaction, they must be internally linked to the original FBN Filing

**Contractor must provide the FBN Module to the ClerkDocs application with the following changes:**

1. Configure the system so **NONE** of the images can be viewed via **INTERNET**.
2. All FBN activity should be linked to the original FBN form by registration number
3. Department staff members will have the ability to automatically generate a label from the Clerk-Recorder Cashiering System to be affixed electronically on the FBN statements.
4. Disable/Remove the “Agent” logic from the system.
5. Disable/Remove the Affidavit of Identity logic from the system.
6. Remove the “Renewal Notice” check box from the system.
7. Add a pop up window that will with details -defining each and **ALL** the registered entity such as LLC, Partners etc.
8. Add a memo box that can be pre filled for each FBN type.
9. Separation of registrant name (first, middle, last).
10. Add the option/ability for a user to “Abandon” a statement online or at the kiosk

11. Add the option/ability for a user to “Change” a statement online or at the kiosk.
12. Add the option/ability for a user to “Withdraw” a statement online or at the kiosk.
13. Expand the search options to include additional search criteria such as registrant name/Corporation name/business address, etc.
14. Kiosk customers should have the option to search and view any existing document.
15. In the Internet module, replace the STS generated application form with the actual OC FBN Statement form (which will be provided by OC).
16. After the user completes the filing and after generating the FBN application, a pop up message box will appear over the statement that will instruct the user to either A. to print, sign and mail the application or B. to go to the counter to complete the transaction (depending on where the application has been filed.. Kiosk or Internet)
17. Configure the Kiosk/Internet to have the type of FBN on the 1<sup>st</sup> page which will validate/auto fill the Number of Registrants based on the selected type.
18. In addition to the “previous” and “next” button used to go back and forth through the screens, we want to add a thermometer graphic at the top of the screen that indicates the application steps completed.
19. A temporary confirmation number to be issued along with the unfiled FBN statement during the internet/kiosk application process.
20. Create import screen similar to the “Marriage Application” module with all the options like the two check boxes “**Kiosk**” and “**Internet**” to streamline and facilitate searching of statements waiting to be processed.
21. Option to print a certified or plain copy.
22. System will have Auto labeling capabilities from cashier system.
23. Create E-signing capabilities at the counter.
24. Completed Applications must automatically be saved to the system in an electronic format.
25. Each Abandonment, Withdrawal, Renewal, and Change should have a new FBN File Number.
26. FBN Management program must be able to process batches of published applications.
27. Change the Business address field from 1 to 4 separate fields City, State, Zip Code and do the same in the search screens.
28. On internet and kiosk modules add a caption “(Optional)” next to the Business Phone number field
29. Remove ALL phone number fields from the Registrant’s screens
30. Remove declaration/affidavit page that also prints with statement
31. Auto populate corporation name at signature field on the OC FBN Statement populate/duplicate the name that is in section 3 to section 6 signature field.
32. Kiosk/internet and Clerk Docs Add dropdown menu for Corp/LLC officer titles.
33. Move Penalty of Perjury format to signature point.

34. During an FBN Renewal, just allow changes to be made to the Business Owners Address Nothing else can be changed.
35. Certified Copy stamp should print in purple ink on the back of each page.
36. Ability to print renewal notices by individual dates
37. Expired FBNs will be automatically archived from the system.
38. Reports will be available to Clerk Recorder staff. Staff members should be able to generate reports based on multiple options.
39. Application forms submitted electronically must stay in the management program Internet & Kiosk Queue for 30 days. If after 30 days, the application form has not been completed by the customer and officially filed by the department, it will be deactivated automatically. This 30 day period should be configurable so that in the event that the department needs to alter the time period in the future.
40. The system will allow staff to enter a customer request and print either an informational copy or an automated certified copy of any of the documents in the system. The request will be logged by the system so that a report can be created at a later time

These functional changes are detailed and documented in the “Orange County Fictitious Business Name Requirement” document.

**ATTACHMENT D**  
**COMPENSATION & PAYMENT**

1. **Compensation:** This is an all-inclusive, firm fixed price contract between County and Contractor for provided in Attachment “C”, Scope of Work, in an amount not to exceed **\$ 99,250.00**.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of total contract amount specified herein unless authorized by amendment in accordance with Paragraphs “C” and “R” of Contract Terms and Conditions.

2. **Pricing:**

<b>A. Installation of FBN Module System</b>	<b>\$ 49,625.00</b>
<b>B. On-site FBN Module System review</b>	<b>24,812.50</b>
<b>C. Final User Acceptance Testing signoff</b>	<b>14,887.50</b>
<b>D. Go Live</b>	<b>9,925.00</b>
<b><u>Total Contract Monetary Limit Shall Not Exceed:</u></b>	<b><u>\$ 99,250.00</u></b>

3. **Payment Terms:** Invoices are to be submitted in arrears to the address listed below, unless otherwise directed in this contract. Vendor shall reference agreement number **MA-059-14011037** on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

**Payment (Electronic Funds Transfer (EFT)):** The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail.

4. **Invoicing Instructions:** The Contractor shall provide an invoice on the Contractor’s letterhead for services rendered. Each invoice shall have a unique number and shall include the following information:
- A. Contractor’s name and address
  - B. Contractor’s remittance address, (if different from 1 above)
  - C. Name of County Agency Department – Office of Clerk-Recorder
  - D. County Contract number **MA-059-14011037**

- E. Service Date(s) – Month of Service
- F. Rate
- G. Deliverables/Service Description ( in accordance with **Attachment D**)
- H. Contractor’s Federal I.D. number
- I. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County’s Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoice(s) and supporting documentation are to be sent to:

Orange County Clerk-Recorder  
**Attn: Accounts Payable**  
630 N. Broadway Room #101  
Santa Ana, CA 92701

Email copy of invoice(s) are accepted and may be forwarded to:

To: [CRFinance@rec.ocgov.com](mailto:CRFinance@rec.ocgov.com)