

Karpel Computer Systems, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6126

THIS FIRST AMENDMENT to that Agreement for Services #6126 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Karpel Computer Systems, Inc., a Missouri corporation duly qualified to conduct business in the State of California, whose principal place of business is 9717 Landmark Parkway, Suite 200, Saint Louis, Missouri 63127 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide email and document migration from Google G Suite to Microsoft Office 365 ("Office 365") as well as provide annual Office 365 licensing services for the District Attorney's Office pursuant to Agreement for Services #6126, dated November 24, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add as-needed support services to the scope of work, amending **ARTICLE I, Scope of Work**, and replacing **Exhibit A, Scope of Work**, with **Exhibit A-1, Amended Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to update the billing terms for annual licensing fees and services for future renewal periods, amending **ARTICLE III, Compensation for Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #6126 on the following terms and conditions:

- I. All references to Exhibit A, Scope of Work throughout the Agreement shall read Exhibit A-1, Amended Scope of Work.
- II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant annually, in advance of the renewal period. Payment shall be made within forty-five (45) days following County receipt of the renewal invoice detailing the annual licensing fees.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with the following:

1. Pursuant to Microsoft's terms, there will be an enforced 72-hour cancelation policy for the duration of the annual term of the agreement. After such period, the County may only add licenses. Any unused licenses will remain in the available pool of licenses until time for renewal of the annual term. License fees may be prorated based upon licenses added during the term of the agreement. County's Contract Administrator will notify Consultant in writing when a license needs to be added. Sixty (60) prior the conclusion of the annual term, Consultant will coordinate with County's Contract Administrator to determine if a reduction in licenses is suitable at renewal of the agreement.
2. Licensing fees subject to change annually and are set by Microsoft. Consultant shall provide annual licensing fees, in writing, ninety (90) days in advance of renewal period or as soon as they are provided by Microsoft (whichever comes later).
3. As-needed support services related to migration process and the new environment once migration is completed shall be billed at the rate of \$140 per hour up to an amount not to exceed \$10,000.

The total amount of this Agreement for the first year, as amended, shall not exceed \$63,820, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667

Attn.: Vern Pierson
District Attorney

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #6126 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6126 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- KARPEL COMPUTER SYSTEMS, INC. --

By: _____ Dated: _____

Matt Ziemianski
Chief Executive Officer
"Consultant"