

ORIGINAL

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: *Rori Parlin*

Dated: 4-19-22

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Thyle Huffer*
Deputy Clerk

Dated: 4-19-22

-- KARPEL COMPUTER SYSTEMS, INC. --

By: *Matt Ziemianski*
Matt Ziemianski (Apr 7, 2022 11:34 CDT)

Dated: 04/07/2022

Matt Ziemianski
Chief Executive Officer
"Consultant"

Karpel Computer Systems, Inc.

Exhibit A-1

Amended Scope of Work

Consultant shall perform email and document migration from G Suite to Office 365 as well as provide annual Microsoft licensing services.

Implementation

Project timeline, including the target date for Domain Name System migration, and deliverables schedule shall be determined by Consultant and the District Attorney's Office upon execution of the Agreement.

Consultant shall:

- Provide list of Office 365 Domain Name System (DNS) records that need to be inputted into new District Attorney's (DA) Office domain.
- Update DNS records to point to Office 365.
- Purchase MST-365-G3GC100 and MST-OF-EMGC100 licenses for DA's Office 365 tenant. Number of licenses to be determined and providing in writing to Consultant by County's Contract Administrator, or designee.
- Configure Office 365 tenant.
- Configure Office 365 Advanced Threat Protection Spam Filter.
- Configure Teams and OneDrive.
- Reconfigure multifunction peripherals (MFP) for scan to email to Office 365.
- Setup Multifactor Authentication, User Risk Sign in's, and Self Service Password Reset.
- Setup Office 365 Message Encryption.
- Setup Data Loss Prevention (DLP) policies for sensitive information.
- Setup Office 365 message archiving and retention policies.

County will:

- Provide a new domain for DA's Office.
- Ensure email forwarding is in place to forward email from G Suite account to Office 365 accounts.
- Setup automatic replies to include the new email address, including when the G Suite email address will no longer receive email.
- Provide an exported list of current mailboxes, distribution groups, shared mailboxes public folders and contacts that will need to be filled out to include what will be migrated to Office 365 and what will not be migrated to Office 365.

Deliverable(s):

- One (1) list of Office 365 Domain Name System (DNS) records that need to be inputted into new District Attorney's (DA) Office domain.
- MST-365-G3GC100 licenses as needed
- MST-OF-EMGC100 licenses as needed

Migration

On determined target date for DNS migration, Consultant shall:

- Configure Outlook Profiles to point to Office 365. Configuration may be done remotely or onsite.

Following DNS migration, Consultant shall:

- Perform post migration triage.
- Follow up with any issues related to migration.
- Conduct one (1) question and answer/help session one (1) day following completion of the DNS migration.

Training

Consultant shall:

- Provide training over Office 365 to designated personnel from the DA's office, including instruction guides on How to Setup Multifactor Authentication, How to Remove G Suite from Mobile Devices, and How to Add Office 365 to Mobile Devices.

Deliverable(s):

- One (1) instruction guide on How to Setup Multifactor Authentication
- One (1) instruction guide on How to Remove G Suite from Mobile Devices
- One (1) instruction guide on How to Remove G Suite from Mobile Devices
- One (1) instruction guide on How to Add Office 365 to Mobile Devices.

Support Services

Consultant shall:

- Provide as-needed support related to the migration process and the new environment once migration has been completed.