

# Karpel Computer Systems, Inc.

## SECOND AMENDMENT TO AGREEMENT FOR SERVICES #4038

**THIS SECOND AMENDMENT** to that Agreement for Services #4038 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Client"), 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 "Karpel Solutions").

### RECITALS

**WHEREAS**, Karpel Solutions has been engaged by County to provide a case management system, licensing, and maintenance support for the District Attorney's Office pursuant to Agreement for Services #4038, dated June 6, 2019, and First Amendment to Agreement for Services #4038, dated June 7, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend **Section 5, Investment Summary Table and Section 7, License Terms and Use** to increase the annual hosting fee;

**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 Second Amendment to Agreement for Services #4038 on the following terms and conditions:

- I. **Section 5, Investment Summary Table**, of the Agreement is amended in its entirety as follows:

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 Investment Summary Table shall be in accordance with the following:

#### 5. Investment Summary

<b>Software Products/Licensing</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
PROSECUTORbyKarpel (PbK)	60	\$2,250	\$135,000
eSubpoena	1	\$30,000	\$30,000
<b>Total Software</b>			<b>\$165,000</b>

<b>Installation Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
SQL Database Configuration	1	\$1,000	\$1,000

<b>Total Installation Software</b>	<b>\$1,000</b>
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<b>Professional Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Project Management			\$0.00
Pre-Implementation Meeting (Onsite, per day) 2 Trainers	2	\$2,400	\$14,800
Data Conversion (DAMION)	1	\$15,000	\$15,000
Data Conversion (Gabriel)	1	\$10,000	\$10,000
Online Pre-Implementation Meetings (hours)	24	\$150	\$3,600
Document Conversion (up to 100 documents)	1	\$2,500	\$2,500
<b>Total Professional Services</b>			<b>\$35,900</b>

<b>Onsite Training Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Pre-Go-Live Training (days) 2 Trainers	3	\$2,400	\$7,200
On Site Training (days) 3 Trainers	5	\$3,600	\$18,000
<b>Total Onsite Training Services</b>			<b>\$25,200</b>

<b>Customization Services*</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Interface: Sheriff's Office RMS	1	\$10,000	\$10,000
Interface: C-Track Court (\$10,000 Discount)	1	\$10,000	\$0.00
<b>Total Customization Services</b>			<b>\$10,000</b>

<b>Annual Support Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
PROSECUTORbyKarpel (PbK)	60	\$450	\$27,000
eDiscovery	1	\$7,500	\$7,500
Interface Support	2	\$2,000	\$4,000
eSubpoena Support	1	\$6,000	\$6,000
Hosted Services (per user/year)	60	\$100	\$6,000
<b>Total Annual Support Services</b>			<b>\$50,500</b>

<b>Total Project Cost</b>	<b>\$287,600</b>
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Estimated Travel Expenses	\$8,500
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<b>Total First Year Cost</b>	<b>\$296,100</b>
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<b>Optional Items</b>	<b>Qty.</b>	<b>Price</b>
Interface: Law Enforcement (each agency)	1	\$10,000
Interface: Court	1	\$10,000
Interface Annual Support	1	\$2,000

For the purposes hereof, for the period beginning with the effective date of the First Amendment to the Agreement and continuing until the day before the effective date of this Second Amendment to the Agreement, the Investment Summary Table shall be in accordance with the following:

<b>Software Products/Licensing</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
PROSECUTORbyKarpel (PbK)	60	\$2,250	\$135,000
eSubpoena	1	\$30,000	\$30,000
<b>Total Software</b>			<b>\$165,000</b>

<b>Installation Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
SQL Database Configuration	1	\$1,000	\$1,000
<b>Total Installation Software</b>			<b>\$1,000</b>

<b>Professional Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Project Management			\$0.00
Pre-Implementation Meeting (Onsite, per day)2 Trainers	2	\$2,400	\$14,800
Data Conversion (DAMION)	1	\$15,000	\$15,000
Data Conversion (Gabriel)	1	\$10,000	\$10,000
Online Pre-Implementation Meetings (hours)	24	\$150	\$3,600
Document Conversion (up to 100 documents)	1	\$2,500	\$2,500
<b>Total Professional Services</b>			<b>\$35,900</b>

<b>Onsite Training Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Pre-Go-Live Training (days) 2 Trainers	3	\$2,400	\$7,200
On Site Training (days) 3 Trainers	5	\$3,600	\$18,000
<b>Total Onsite Training Services</b>			<b>\$25,200</b>

<b>Customization Services*</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Interface: Sheriff's Office RMS	1	\$10,000	\$10,000
Interface: C-Track Court (\$10,000 Discount)	1	\$10,000	\$0.00
<b>Total Customization Services</b>			<b>\$10,000</b>

<b>Annual Support Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
PROSECUTORbyKarpel (PbK)	60	\$450	\$27,000
eDiscovery	1	\$7,500	\$7,500
Interface Support	2	\$2,000	\$4,000
eSubpoena Support	1	\$6,000	\$6,000
Hosted Services (per user/year)	60	\$100	\$6,000
Rims Law Enforcement Interface Maintenance Fee *	1	\$2,000	\$2,000

(Start date retroactive to December 1, 2022)			
eCourts Interface Implementation Fee (One-Time)	1	\$25,000	\$25,000
eCourts Interface Annual Fee Maintenance Fee*	1	\$5,000	\$5,000
(Start date retroactive to April 1, 2023)			
JasperSoft Reporting Tool (One Time)	1	\$2,000	\$2,000
(Including four (4) hours remote training))			
JasperSoft Reporting Fee and Support	1	\$10,000	\$10,000
(Start date upon execution of amendment) (I Trainer)			
<b>Total Annual Support Services</b>			<b>\$94,500</b>

<b>Total Project Cost</b>	<b>\$331,600</b>
Estimated Travel Expenses	\$8,500
<b>Total First Year Cost</b>	<b>\$296,100</b>

<b>Optional Items</b>	<b>Qty.</b>	<b>Price</b>
Interface: Law Enforcement (each agency)	1	\$10,000
Interface: Court	1	\$10,000
Interface Annual Support	1	\$2,000

\*All annual support service fees are perpetual in nature and cover the annual period of October – September.

For the period beginning with the effective date of this Second Amendment and continuing through the remaining term of the Agreement, the Investment Summary Table shall be in accordance with the following:

<b>Software Products/Licensing</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
PROSECUTORbyKarpel (PbK)	60	\$2,250	\$135,000
eSubpoena	1	\$30,000	\$30,000
<b>Total Software</b>			<b>\$165,000</b>

<b>Installation Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
SQL Database Configuration	1	\$1,000	\$1,000
<b>Total Installation Software</b>			<b>\$1,000</b>

<b>Professional Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Project Management			\$0.00
Pre-Implementation Meeting (Onsite, per day)2 Trainers	2	\$2,400	\$14,800
Data Conversion (DAMION)	1	\$15,000	\$15,000
Data Conversion (Gabriel)	1	\$10,000	\$10,000
Online Pre-Implementation Meetings (hours)	24	\$150	\$3,600
Document Conversion (up to 100 documents)	1	\$2,500	\$2,500
<b>Total Professional Services</b>			<b>\$35,900</b>

<b>Onsite Training Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Pre-Go-Live Training (days) 2 Trainers	3	\$2,400	\$7,200
On Site Training (days) 3 Trainers	5	\$3,600	\$18,000
<b>Total Onsite Training Services</b>			<b>\$25,200</b>

<b>Customization Services*</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Interface: Sheriff's Office RMS	1	\$10,000	\$10,000
Interface: C-Track Court (\$10,000 Discount)	1	\$10,000	\$0.00
<b>Total Customization Services</b>			<b>\$10,000</b>

<b>Annual Support Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
PROSECUTORbyKarpel (PbK)	60	\$450	\$27,000
eDiscovery	1	\$7,500	\$7,500
Interface Support	2	\$2,000	\$4,000
eSubpoena Support	1	\$6,000	\$6,000
Hosted Services (per user/year)	60	\$150	\$9,000
Rims Law Enforcement Interface Maintenance Fee * (Start date retroactive to December 1, 2022)	1	\$2,000	\$2,000
eCourts Interface Implementation Fee (One-Time)	1	\$25,000	\$25,000
eCourts Interface Annual Fee Maintenance Fee* (Start date retroactive to April 1, 2023)	1	\$5,000	\$5,000
JasperSoft Reporting Tool (One Time) (Including four (4) hours remote training))	1	\$2,000	\$2,000
JasperSoft Reporting Fee and Support (Start date upon execution of amendment) (1 Trainer)	1	\$10,000	\$10,000
<b>Total Annual Support Services</b>			<b>\$97,500</b>

<b>Total Project Cost</b>	<b>\$334,600</b>
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Estimated Travel Expenses \$8,500

<b>Total First Year Cost</b>	<b>\$296,100</b>
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<b>Optional Items</b>	<b>Qty.</b>	<b>Price</b>
Interface: Law Enforcement (each agency)	1	\$10,000
Interface: Court	1	\$10,000
Interface Annual Support	1	\$2,000

\*All annual support service fees are perpetual in nature and cover the annual period of October – September.

II. **Section 7, License Terms and Use**, of the Agreement is amended to include the following:

**7. License Terms and Use**

7. Additional Hosted Services and PROSECUTORbyKarpel (PbK) User Support Licenses can be added at any time by the Client at a prorated rate of \$150 per year for Hosted Services and \$450 per year for PbK support. The Contract Administrator is required to provide written approval to amend the number of user licenses during the annual cycle. Sixty days prior to annual license billing, Karpel is to provide a list of active licenses to the Contract Administrator for review and reconciliation. Two part-time staff members who average a total of 40 hours per week combined will count as one PbK User License and Hosted Service charge during the annual billing cycle.

In the event Client or Karpel terminates this agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions for work in connection with the return of Client Content and Confidential Information.

**8. Storage Billing:**

The aggregate space for all users and all information hosted by the Service is limited to two terabytes (2TB) of storage. If storage exceeds 2TB, any additional storage above 2TB will be billed at a flat rate of \$500 per one terabyte (1TB) per year. Contractor shall bill for storage increases in 1TB increments annually as they are exceeded. Client shall confirm the accuracy of storage billing prior to the approval of payment for additional fees.

Except as herein amended, all other parts and sections of Agreement for Services #4038 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #4038 on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas

Dated: 6-25-24

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyle Tyson  
Deputy Clerk

Dated: 6-25-24

--KARPEL COMPUTER SYSTEMS, INC.--

By: LeeAnn Karpel  
LeeAnn Karpel (Jun 5, 2024 15:50 CDT)

Dated: 06/05/2024

LeeAnn Karpel  
President  
"Karpel Solutions"

By: Elizabeth A. Karpel  
Elizabeth A. Karpel (Jun 5, 2024 15:35 CDT)

Dated: 06/05/2024

Elizabeth A. Karpel  
Chief Financial Officer