

Karpel Computer Systems, Inc.
Microsoft Office 365 Migration and Licensing Services

AGREEMENT FOR SERVICES #6126

THIS AGREEMENT, 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 Drive, Suite 200, Saint Louis, Missouri 63127 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its District Attorney's Office in performing email and document migration from Google G Suite to Microsoft Office 365 ("Office 365") as well as provide annual Office 365 licensing services;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that these services are more economically and feasibly performed by outside independent Consultants, and due to the temporary nature and schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff, in accordance with El Dorado County Ordinance Code, Section 3.13.030(c), by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to assist the District Attorney's Office with the migration of emails and documents from Google G Suite to Office 365 and perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

ARTICLE II

Term: The term of this Agreement shall be for an initial one (1) year term and shall begin upon execution by both parties. After the initial one (1) year term such term shall become perpetual and automatically renew for subsequent terms of equal length, unless either Consultant or County gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Consultant shall send County a renewal invoice indicating the applicable annual licensing fees, which must be paid in full within forty-five (45) days from the date of the invoice.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates and licensing fees shall be in accordance with Exhibit B marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement for the first year shall not exceed \$53,820, inclusive of all costs, taxes, and expenses. Annual license renewal fees for subsequent years shall not exceed \$42,210.

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 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.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County's District Attorney's Office and its staff. It is further understood that this Agreement does not create an exclusive relationship between County's District Attorney's Office and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now

exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's District Attorney's Office for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

1. If County terminates this Agreement, in whole or in part, for default: County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XIX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

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

Attn.: Vern Pierson
District Attorney

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Karpel Computer Systems, Inc.
9717 Landmark Parkway Drive, Suite 200
Saint Louis, Missouri 63127

Attn.: Matt Ziemianski, Chief Executive Officer

or to such other location as Consultant directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
 - B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
 - C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
 - D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
 - E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
 - F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
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- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at

any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XVIII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

ARTICLE XX

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXI

Nonresident Withholding: If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County's District Attorney's Office without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County's District Attorney's Office. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County's District Attorney's Office. Consultant shall furnish County's District Attorney's Office all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE XXIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXV

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Vern Pierson, District Attorney, District Attorney's Office, or successor.

ARTICLE XXVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXIX

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXI

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Michele Wainier*

Dated: 11/24/2021

Purchasing Agent
"County"

--KARPEL COMPUTER SYSTEMS, INC.--

By: *Matt Ziemianski*
Matt Ziemianski (Nov 16, 2021 11:15 CST)

Dated: 11/16/2021

Matt Ziemianski
Chief Executive Officer
"Consultant"

Karpel Computer Systems, Inc.

Exhibit A

Scope of Work

Consultant shall perform email and document migration from Google 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 seventy-five (75) MST-365-G3GC100 and seventy-five (75) MST-OF-EMGC100 licenses for DA's Office 365 tenant.
- 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 DNS records that need to be inputted into new DA Office domain.
- Seventy-five (75) MST-365-G3GC100 licenses
- Seventy-five (75) MST-OF-EMGC100 licenses

Migration

On determined target date for DNS migration, Consultant shall:

- Perform email and document migration
- Configure Outlook Profiles to point to Office 365. Configuration may be done remotely or onsite. Computers are to remain on and user accounts need to be locked not logged off for this process to take place.

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.

Karpel Computer Systems, Inc.

Exhibit B

Fee Schedule

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
One Time Fees – Services with Mailbox Migration and Set Up			
- Labor: Office 365 Set Up	28	\$150.00/hour	\$4,200
- Mailbox Migration	75	\$100.00/hour	\$7,500
		One Time Fees Total:	\$11,700

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Annual Cost</u>
Microsoft Annual License Fees			
- MST-365-G3GC100	75	\$32.00/month	\$28,800
- MST-OF-EMGC100	75	\$14.80/month	\$13,320
		Annual Fees Total:	\$42,120
		First Year Total:	\$53,820

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.

Karpel Computer Systems, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #6126

THIS SECOND 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, and First Amendment to Agreement for Services #6126, dated April 19, 2022, 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 Microsoft Office 365 government (G)5 compliance government community cloud (GCC) license to the scope of work, amending **ARTICLE I, Scope of Work, Exhibit A-1, Amended Scope of Work, Implementation, Deliverables section**;

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**;

WHEREAS, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions, adding **Exhibit C; California Levine Statement**;

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 #6126 on the following terms and conditions:

- I. Exhibit A-1, Amended Scope of Work, Implementation, Deliverable(s) section of the Agreement is modified as follows:**

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
- MST-365-G5 Compliance GCC Licenses as needed

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 monthly or annually (based on the compensation schedule identified herein), in advance of the renewal period. Payment shall be made within forty-five (45) days following County receipt and approval 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 the 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 the First Amendment and continuing until the day before the effective date of this Second Amendment to 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) days 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.

For the period beginning with the effective date of this Second Amendment to the Agreement, and continuing through the remaining term of the Agreement, the fee schedule shall be updated with the following:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Annual Cost</u>
Microsoft (MST) Annual License Fees			
-MST-365-G3GC100	85	\$32.00/month	\$32,640.00
-MST-OF-EMGC100	85	\$14.80/month	\$15,096.00
-MST-365-G5 Compliance (GCC)	1	\$12.80/month	\$153.60
Annual Fees Total:			\$47,889.60

Annual license renewal fees shall not exceed \$47,889.60.

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 received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

III. The following Articles of the Agreement are fully replaced in their entirety to read as follows:

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's

fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.

3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

IV. The following Articles of the Agreement are added to read as follows:

ARTICLE XXXIII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

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 Second Amendment to Agreement for Services #6126 on the dates indicated below.


--COUNTY OF EL DORADO--

By: 

Dated: 6/6/23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 

Dated: 6-6-23

Deputy Clerk

--KARPEL COMPUTER SYSTEMS, INC.--

By: 
LeeAnn Karpel (May 18, 2023 16:23 CDT)

Dated: 05/18/2023

LeeAnn Karpel
President
"Consultant"

By: 
Elizabeth A Karpel (May 19, 2023 08:25 CDT)

Dated: 05/19/2023

Elizabeth A. Karpel
Chief Financial Officer/Corporate Secretary

Karpel Computer Systems, Inc.

Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the Officer(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the Officer(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

05/18/2023

Date

Karpel Computer Systems, Inc.

Type or write name of company

LeeAnn Karpel

LeeAnn Karpel (May 18, 2023 16:23 CDT)

Signature of authorized individual

LeeAnn Karpel-President

Type or write name of authorized individual