

Karpel Computer Systems, Inc.

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #4038

THIS THIRD 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, First Amendment to Agreement for Services #4038, dated June 7, 2023, and Second Amendment to Agreement for Services #4038, dated June 25, 2024, 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 Karpel Case Management System Hosting Test Site to **Section 2, Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to add the annual amount of \$1,200 for Karpel Case Management System "Test" Environment to **Section 5, Investment Summary Table**;

WHEREAS, the parties hereto desire to update **ARTICLE 11, Section Levine Act**, to include updated contract provision, adding **Exhibit B-1, Updated California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Client and Karpel Solutions mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement for Services #4038 on the following terms and conditions:

- I. **Section 2, Scope of Work**, of the Agreement is amended to include the following:

Deadline	Tasks and Deliverables	Days Out
Upon Execution	Karpel Solutions will install the Hosting Test Site and provide the necessary maintenance and support for the hosted test site. Karpel Solutions will provide offsite training and updates for the County and will offer technical support in the form of telephone and e-mail communication, webinars, and remote desktop maintenance. Karpel Solutions will provide application maintenance, which includes scheduled updates or changes to the Interface, as well as error fixes and enhancements for site functionality.	

II. 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 the First Amendment to the Agreement, the Investment Summary Table shall be in accordance with the following:

5. Investment Summary

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

Installation Services	Qty.	Price	Total
SQL Database Configuration	1	\$1,000	\$1,000
Total Installation Software			\$1,000

Professional Services	Qty.	Price	Total
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
Total Professional Services			\$35,900

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

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

Annual Support Services	Qty.	Price	Total
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
Total Annual Support Services			\$50,500

Total Project Cost **\$287,600**

Estimated Travel Expenses \$8,500

Total First Year Cost **\$296,100**

Optional Items	Qty.	Price
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 the Second Amendment to the Agreement, the Investment Summary Table shall be in accordance with the following:

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

Installation Services	Qty.	Price	Total
SQL Database Configuration	1	\$1,000	\$1,000
Total Installation Software			\$1,000

Professional Services	Qty.	Price	Total
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
Total Professional Services			\$35,900

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

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

Annual Support Services	Qty.	Price	Total
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 * (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
Total Annual Support Services			\$94,500

Total Project Cost **\$331,600**

Estimated Travel Expenses \$8,500

Total First Year Cost **\$296,100**

Optional Items	Qty.	Price
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 the Second Amendment and continuing until the day before the effective date of this Third Amendment to the Agreement, the Investment Summary Table shall be in accordance with the following:

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

Installation Services	Qty.	Price	Total
SQL Database Configuration	1	\$1,000	\$1,000
Total Installation Software			\$1,000

Professional Services	Qty.	Price	Total
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
Total Professional Services			\$35,900

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

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

Annual Support Services	Qty.	Price	Total
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) (I Trainer)	1	\$10,000	\$10,000
Total Annual Support Services			\$97,500

Total Project Cost **\$334,600**

Estimated Travel Expenses \$8,500

Total First Year Cost **\$296,100**

Optional Items	Qty.	Price
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 Third Amendment and continuing through the remaining term of the Agreement, the Investment Summary Table shall be in accordance with the following:

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

Installation Services	Qty.	Price	Total
SQL Database Configuration	1	\$1,000	\$1,000
Total Installation Software			\$1,000

Professional Services	Qty.	Price	Total
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
Total Professional Services			\$35,900

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

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

Annual Support Services	Qty.	Price	Total
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
Karpel Case Management System Hosting Test Site (Incurred once per year)	1	\$1,200	\$1,200
Total Annual Support Services			\$98,700
Total Project Cost			\$335,800

Estimated Travel Expenses \$8,500

Total First Year Cost	\$296,100
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Optional Items	Qty.	Price
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.

III. ARTICLE 11, Section Levine Act, is fully replaced in its entirety to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Karpel Solutions shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," and Exhibit B-1, marked "Updated California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Karpel Solutions, if any, to any officer of County.

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 Third Amendment to Agreement for Services #4038 on the dates indicated below.

-- COUNTY OF EL DORADO --

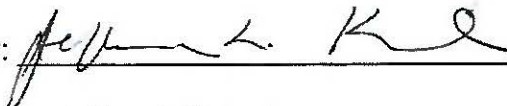
By:  Dated: 2/11/2025

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By:  Dated: 2/11/2025
Deputy Clerk

-- KARPEL COMPUTER SYSTEMS, INC. --

By:  Dated: 1/9/2025
Jeffery L Karpel
Chief Executive Officer
"Karpel Solutions"

By:  Dated: 1/9/2025
Elizabeth A. Karpel
Chief Financial Officer

Karpel Computer Systems, Inc.

Exhibit B-1

Updated 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 accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) 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, any elected official, and the chief administrative officer (collectively "Officer"). It is the Karpel Solution'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 contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 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 person(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(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

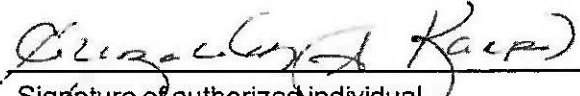
_____ YES NO

If yes, please identify the person(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.

1/9/2025
Date

Karpel Computer Systems, Inc.
Type or write name of company


Signature of authorized individual
Elizabeth A Karpel
Type or write name of authorized individual