

Karpel Computer Systems, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4038

THIS FIRST 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, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to retroactively add Records Information Software (RIMs) Law Enforcement interface, eCourts Interface, and JasperSoft Reporting Tool to **Section 2, Scope of Work**;

WHEREAS, the parties hereto desire to amend **Section 5, Investment Summary Table**, to add Records Information Software (RIMs) Law Enforcement interface, eCourts Interface, and JasperSoft Reporting Tool ;

WHEREAS, the parties hereto desire to amend the Agreement to add additional hosted services, storage billing language to **Section 7, License Terms and Use**;

WHEREAS, the parties hereto desire to amend the Agreement to add data breach language to **Section 8, Master Terms and Conditions**;

WHEREAS, the parties hereto desire to add new Articles to include updated contract provisions and add **Exhibit B, California Levine Act 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 First 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
December 1, 2022	Complete installation and upload of Rims Law Enforcement Interface. RIMs software provides a way to coordinate a records maintenance system with the County Sheriff's Office for overall law enforcement recordkeeping and record sharing efficiency. The Karpel Interface will allow the RIMs software to communicate with Karpel (the District Attorney's case management system). The interface component has two parts: one is the interface on RIMs end to connect Karpel and the second is the interface on Karpel's end to conversely connect with RIMs. The RIMs software project requires the interface by both parties to be implemented for the software project to be considered complete	
April 1, 2023	Complete installation and upload of eCourts Interface The Interface will send cases from PbK to Journal Tech's eCourts product with the purpose of efilng. This will create the case in eCourts and communicate with PbK throughout the court process.	
Upon Execution	Complete installation and upload of JasperSoft Reporting Tool. Including four (4) hours of remote training. Karpel Solutions will setup and implement the reporting tool between the PROSECUTORbyKarpel and El Dorado County. The County will have access to the reporting tool to build unlimited reports as needed. Any modifications to the reporting tool will be handled by Karpel as requested by the client.	

II. **Section 5, Investment SummaryTable**, 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

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel (PbK)	60	\$2,250	\$135,000
eSubpoena	1	\$30,000	\$30,000
Total Software			\$165,000
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Installation Services	Qty.	Price	Total
SQL Database Configuration	1	\$1,000	\$1,000
Total Installation Software			\$1,000
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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
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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
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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
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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
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Total Project Cost			\$287,600
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Estimated Travel Expenses			\$8,500
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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

For the period beginning with the effective date of this 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			<u>\$165,000</u>

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

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			<u>\$35,900</u>

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			<u>\$25,200</u>

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			<u>\$10,000</u>

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) (I Trainer)	1	\$10,000	\$10,000
Total Annual Support Services			\$94,500

Total Project Cost	\$331,600
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Estimated Travel Expenses	\$8,500
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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. **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 \$100 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 \$1,000 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.

IV. Section 8, Master Terms and Conditions, of the Agreement is amended to include the following:

13. DISCOVERY AND NOTIFICATION OF BREACH. Karpel Solutions shall notify Client immediately by telephone call or email upon the discovery of a data security breach or any suspected security incident, intrusion, or unauthorized use or disclosure of Client's data within Karpel Solutions' possession or control. In the event of a security breach, Karpel Solutions shall take prompt corrective action to mitigate any risks or damages involved with the breach and any action as required by applicable federal and state laws and regulations. Karpel Solutions shall immediately investigate such security incident, data breach, or unauthorized disclosure and within one (1) day of discovery of the breach, security incident, or unauthorized use or disclosure, report to Client the following details, if known: (i) the nature of the unauthorized use or disclosure; (ii) the computerized data that includes personal information used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Karpel Solutions has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action Karpel Solutions has taken or shall take to prevent future similar unauthorized use or disclosure. Karpel Solutions shall provide daily updates via written report to the Client until all five breach reporting elements, listed within this paragraph, and other such information as reasonably requested by the Client are resolved to the Client's satisfaction. In the event the security breach occurs as a result of Karpel Solutions' negligent acts or omissions, Karpel Solutions shall notify individuals of the breach when notification is required under state or federal law and shall pay any costs of such notifications, as well as the costs associated with the breach. Client shall approve the time, manner and content of any such notifications.

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

8. MASTER TERMS AND CONDITIONS

6. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the party's prior written authorization, approval, and consent. Each party shall be responsible for its own conduct and for that of its employees and designated agents with respect to performance and/or non-performance under this Agreement. The parties agree to reasonably cooperate with each other with respect to any third-party claims which may arise from any party's performance and/or non-performance under this Agreement.

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

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


10. 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.

11. Section Levine Act: 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**," 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 First Amendment to Agreement for Services #4038 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Board of Supervisors
"County"

Dated: 6/7/23

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 6.7.23

-- KARPEL COMPUTER SYSTEMS, INC. --

By: *LeeAnn Karpel*
LeeAnn Karpel (Jun 1, 2023 12:49 CDT)
LeeAnn Karpel
President
"Karpel Solutions"

Dated: 06/01/2023

By: *Elizabeth A Karpel*
Elizabeth A Karpel (Jun 1, 2023 15:16 CDT)
Elizabeth A. Karpel
Chief Financial Officer

Dated: 06/01/2023

Karpel Computer Systems, Inc.

Exhibit B

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.

06/01/2023

Date

LeeAnn Karpel

LeeAnn Karpel (Jun 1, 2023 12:49 CDT)

Signature of authorized individual

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

LeeAnn Karpel-President
Type or write name of authorized individual