

LEGAL SERVICES REQUEST TO COUNTY COUNSEL

REQUESTING DEPT: CAO/Purcurement and Contracts

DATE: May 27, 2022

DEPT HEAD APPROVAL OBTAINED: YES

DATE NEEDED: _____

DEPT CONTACT : Matt Potter

TELEPHONE: x5417

Dept Contact email: matt.potter@edcgov.us

INDEX CODE: 0630350

Your Dept file No./Legistar Item number, etc. : 22-0041

TYPE OF SERVICE REQUESTED : Review & Advice

(Review, Advice, Opinion, Analysis, Litigation, Personnel, Evaluation, Ordinance, Resolution, Approval, Subpoena, etc.)

SUBJECT: Omitted Exhibit

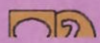
Any related matters: Please reference attached memo.

SUMMARY OF SPECIFIC LEGAL QUESTION/LEGAL ACTION REQUESTED:

Can Procurement and Contracts proceed with the current fully executed Amendment I to this agreement even though the Board of Supervisors approved Amendment I without seeing/reviewing Exhibit A-1 – Amended Scope of Work or will the department need to resubmit this Amendment I with Exhibit A-1 to the Board of Supervisors for their re-approval and execution before this amendment can be finalized?

BACKGROUND / DISCUSSION: (Please submit/attach any relevant documents, and any prior legal opinions related to the request.)


On April 19, 2022, the Board of Supervisors approved Amendment I to perpetual Agreement for Services #6126 with Karpel Solutions, Inc. however it was recently discovered that the Legistar file did not include the amended Exhibit A-1 – Amended Scope of Work referenced in Amendment I (reference Legistar #22-0041).





**COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION**

INTEOFFICE MEMORANDUM

Date: May 27, 2022
To: County Counsel
From: Jon Manning on behalf of Matthew Potter 
Subject: Request for Review/Advice

On November 16, 2021, the Board of Supervisors approved perpetual Agreement for Services #6126 with Karpel Solutions, Inc. which included Exhibits A (Scope of Work) and B (Fee Schedule) with the Legistar request (reference Legistar #21-1766).

On April 19, 2022, the Board of Supervisors approved Amendment I to perpetual Agreement for Services #6126 with Karpel Solutions, Inc. however it was recently discovered that the Legistar file did not include the amended Exhibit A-1 – Amended Scope of Work referenced in Amendment I (reference Legistar #22-0041).

Procurement and Contracts staff contacted the Board of Supervisors office regarding this matter and Kyra Scharffenberg, Sr. Deputy Clerk, requested that we contact County Counsel for direction on this matter.

Can Procurement and Contracts proceed with the current fully executed Amendment I to this agreement even though the Board of Supervisors approved Amendment I without seeing/reviewing Exhibit A-1 – Amended Scope of Work or will the department need to resubmit this Amendment I with Exhibit A-1 to the Board of Supervisors for their re-approval and execution before this amendment can be finalized?

Please contact Matt Potter at extension 5417 with questions/comments. He will be returning from vacation on May 31st.

Thank you for your assistance.

Attachments:
Legistar Master Report for Amendment I
Fully Executed Amendment I
Exhibit A-1 Amended Scope of Work



County of El Dorado

330 Fair Lane, Building A
Placerville, California
530 621-5390
FAX 622-3645
www.edcgov.us/bos/

Master Report

File Number: 22-0041

***File ID #:** 22-0041

Agenda Item Type:

Status: Approved

Version: 1

Reference:

Gov Body: Board of Supervisors

Created: 12/20/2021

Agenda Title: 04/19/22 - DA Karpel M365 6126 Amd I

Final Action: 04/19/2022

Title: Office of the District Attorney recommending the Board approve and authorize the Board Chair to execute Amendment I to perpetual contract 6126 with Karpel Solutions, Inc., which adds ongoing as-needed support services and increases the not-to-exceed of the contract to \$63,820.

FUNDING: General Fund.

Notes:

Sponsors: ::

Attachments: A - Karpel 6126 Amd I, B - Karpel 6126 Amd I Approved Blue Route ::

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Contact: Vern Pierson ::

Related Files:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:	
1	Board of Supervisors	04/19/2022	Approved				Pass	
Action Text: This matter was Approved on the Consent Calendar.								
Mover:	Sue Novasel	Yes: 5 - Supervisor Novasel, Supervisor Hidahl, Supervisor Parlin, Supervisor Thomas and Supervisor Tumboo						5

Text of Legislative File 22-0041

Office of the District Attorney recommending the Board approve and authorize the Board Chair to execute Amendment I to perpetual contract 6126 with Karpel Solutions, Inc., which adds ongoing as-needed support services and increases the not-to-exceed of the contract to \$63,820.

FUNDING: General Fund.

DISCUSSION / BACKGROUND

Agreement 6126 with Karpel Solutions in the amount of \$53,820 was executed in November 2021 to provide the migration and set up services for the District Attorney's Office transition from G-Suite to M365, as well as the necessary M365 Licenses. Karpel Solutions currently provides Case Management software to the District Attorney's Office. Using Karpel as the migration vendor allows for integration between M365 and the Case Management software. Amendment I has been drafted to add ongoing migration and M365 environment support, and also allows for annual increases for licensing fees, which are subject to change and set by Microsoft. The Amendment increases the first-year NTE of the contract to \$63,820.

Per County Policy C-17, Departments must obtain authorization from the Board of Supervisors initially, and on an annual basis, to utilize any contract that does not have a stated contract term. Due to the license's perpetual nature, this amendment to the perpetual agreement requires Board approval.

ALTERNATIVES

The Board could choose to not approve this amendment request and Karpel would not be available to provide ongoing M365 and integration support.

PRIOR BOARD ACTION

21-1766 Initial approval of Karpel agreement

OTHER DEPARTMENT / AGENCY INVOLVEMENT

N/A

CAO RECOMMENDATION / COMMENTS

Approve as recommended.

FINANCIAL IMPACT

The District Attorney is using savings to fund first-year costs incurred in FY 2021-22 for this migration. Future year budgets will include appropriations for the annual licensing renewal fees.

CLERK OF THE BOARD FOLLOW UP ACTIONS

Clerk of the Board to obtain the Board Chair's signature on two copies of Agreement 6126 Amendment I with Karpel Solutions, Inc. and return one certified copy to the Chief Administrative Office, Central Fiscal Unit, Attention: Audra Anderson.

STRATEGIC PLAN COMPONENT

Infrastructure

CONTACT

Vern R. Pierson, District Attorney

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: *Roni Porlin*

Dated: 4-19-22

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Thyle Hufsch*
Deputy Clerk

Dated: 4-19-22

-- KARPEL COMPUTER SYSTEMS, INC. --

By: *Matt Ziemianski*
Matt Ziemianski (Apr 7, 2022 11:34 CDT)
Matt Ziemianski
Chief Executive Officer
"Consultant"

Dated: 04/07/2022