

Karpel Computer Systems, Inc.

FIFTH AMENDMENT TO AGREEMENT FOR SERVICES #6126

THIS FIFTH 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, First Amendment to Agreement for Services #6126, dated April 19, 2022, Second Amendment to Agreement for Services #6126, dated June 6, 2023, Third Amendment to Agreement for Services #6126, dated July 16, 2024, and Fourth Amendment to Agreement for Services #6126, dated February 25, 2025, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

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 amend the Agreement to include updated termination language, amending **ARTICLE XII, Default, Termination, and Cancellation**.

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 Fifth Amendment to Agreement for Services #6126 on the following terms and conditions:

- I. 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 (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 the 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 the Second Amendment and continuing until the day before the effective date of the Third Amendment to the Agreement, the billing rates shall be in accordance 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.

For the period beginning with the effective date of the Third Amendment and continuing until the day before the effective date of the Fourth Amendment to the Agreement, the billing rates shall be in accordance 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	\$16.30/month	\$16,626.00
-MST-365-G5 Compliance (GCC)	1	\$12.80/month	\$153.60
Annual Fees Total:			\$49,419.60

Annual license renewal fees shall not exceed \$49,419.60.

The total initial amount of this Agreement, as amended, shall not exceed \$63,820, inclusive of all costs, taxes, and expenses. Annual license renewal fees for subsequent years, following the execution of the third amendment, shall not exceed \$49,419.60.

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.

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).

The rates listed above may be adjusted with sixty (60) days prior written notice from Consultant and prior written approval by County's Contract Administrator

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.

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:

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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.

For the period beginning with the effective date of the Fourth Amendment and continuing until the day before the effective date of this Fifth Amendment to the Agreement, the billing rates shall be in accordance 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	\$16.30/month	\$16,626.00
-MST-365-G5 Compliance (GCC)	1	\$12.80/month	\$153.60
-MST-NCE-ATK-C100 (Exchange Online Plan 1 GCC)	1	\$4.80/month	\$57.60

Annual Fees Total: \$49,477.20

Annual license renewal fees shall not exceed \$49,477.20.

The total initial amount of this Agreement, as amended, shall not exceed \$63,820, inclusive of all costs, taxes, and expenses. Annual license renewal fees for subsequent years, following the execution of this fourth amendment, shall not exceed \$49,477.20.

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.

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).

The rates listed above may be adjusted with sixty (60) days prior written notice from Consultant and prior written approval by County's Contract Administrator

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.

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.

For the period beginning with the effective date of this Fifth 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	\$36.00/month	\$36,720.00
-MST-OF-EMGC100	85	\$16.30/month	\$16,626.00
-MST-365-G5 Compliance (GCC)	2	\$12.80/month	\$307.20
-MST-NCE-ATK-C100 (Exchange Online Plan 1 GCC)	1	\$4.80/month	\$57.60
Annual Fees Total:			\$53,710.80

Annual license renewal fees shall not exceed \$53,710.80.

The total initial amount of this Agreement, as amended, shall not exceed \$63,820, inclusive of all costs, taxes, and expenses. Annual license renewal fees for subsequent years, following the execution of this fifth amendment, shall not exceed \$53,710.80. If annual license renewal fees are not paid in full annually, County may be subject to a five percent (5%) fee.

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.

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).

The rates listed above may be adjusted with sixty (60) days prior written notice from Consultant and prior written approval by County's Contract Administrator

As-needed support services related to migration process and the new environment once migration is completed shall be billed at the rate of \$175 per hour up to an amount not to exceed \$10,000.

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:

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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 annual 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. ARTICLE XII, Default, Termination, and Cancellation, Paragraph D, of the Agreement is amended in its entirety to read as follows:

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. County shall be refunded the prorated cost of the annual license payment, should the County issue a Notice of Termination.

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

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--KARPEL COMPUTER SYSTEMS, INC.--

By: Jeffery L Karpel

Dated: 5/21/2025

Jeffery L Karpel
Chief Executive Officer
"Consultant"

By: Elizabeth A Karpel

Dated: 5-21-2025

Elizabeth A Karpel
Chief Financial Officer/Corporate Secretary