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 and add Exhibit B, Additional Scope of Work;

WHEREAS, the parties hereto desire to amend Section 5, Investment Summary, Paragraph titled Annual Support Services 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 fully-replace specific Articles and add new Articles to include updated contract provisions and add Exhibit C, 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 Exhibit B, marked, Additional Scope of Work, attached hereto and incorporated herein by reference.

II. Section 5, Investment Summary, Paragraph titled Annual Support Services, of the Agreement is amended in its entirety as follows:

5. Investment Summary

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	1	\$2,000	\$2,000
(Start date retroactive to December 1, 2022)			
eCourts Interface Implementation Fee (One-time)	1	\$25,000	\$25,000
eCourts Interface Annual Fee Maintenance Fee	1	\$5,000	\$5,000
(Start date retroactive to April 1, 2023)			
JasperSoft Reporting Tool (One-time)	1	\$2,000	\$2,000
(Includes 4 hours remote training)			
JasperSoft Reporting Annual Fee and Support	1	\$10,000	\$10,000
(Start date upon execution of amendment) (I Trainer)			
Total Annual Support Services			<u>\$94,500</u>

^{*}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 C,** 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--

Ву: _		Dated:	
	Board of Supervisors "County"		
	st: Dawson c of the Board of Supervisors		
Ву: _	Deputy Clerk	Dated:	
By:	KARPEL COM	PUTER SYSTEMS, INC Dated:	
, –	LeeAnn Karpel President "Karpel Solutions"		
Ву: _		Dated:	
	Elizabeth A. Karpel Chief Financial Office		

Karpel Computer Systems, Inc.

Exhibit B

Additional Scope of Work

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.

RIMs Law Enforcement Interface:

Law Enforcement - Incident Referrals

Client will import incident information into Karpel Solutions. Law Enforcment referrals are considered an inbound interface, with data coming into Karpel and a simple success/failure returned synchronously.

Data Elements

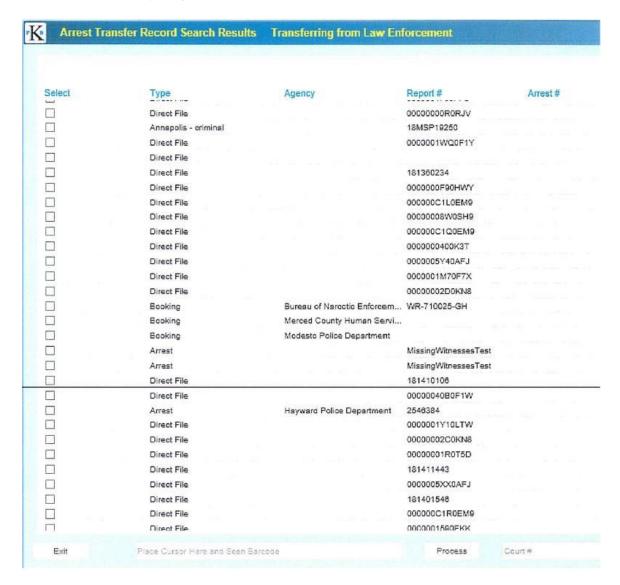
The primary data elements for an import from Law Enforcement are:

- Defendant pedigree information
 - Person's names and identifying numbers
 - Date of birth
 - Height, weight, hair/eye color-physical characteristics
 - Contact information addresses, phone numbers, email, etc.
 - Optionally- aliases, gang information, mug shot, etc.
- Victims and Witnesses (collection)
 - Names
 - Date of birth
 - o Contact information
- Charges (collection)
 - Incident date & time
 - Incident location
 - Charge and statute codes
 - Charge description
 - Severity
- Documents (optional collection)
 - Document title
 - Document category
 - Binary Data

- Arrest information
 - o Date & Time
 - Booking Officer
 - o Person Booked
- Referral Information
 - Referring officer
 - Referring law enforcement agency

PBK Experience

Arrest information is imported into PBK using Karpel Solution's standard import referral data exchange, the records are exposed to the user in the Arrest Transfer Record Search Results section of PBK. This screen allows the prosecutor to review the information from law enforcement, make necessary modifications, and then import into PBK to create (or update) a case in the Karpel system.



Karpel Interface

Karpel Interface has been custom written to work with the Journal/JTI product of eCourts. Any major changes to the interface to customize for Client, may result in additional charges and an extended timeframe for development.

Courts - Transfer to Court

Karpel Interface will send cases from PbK to Journal Tech's eCourts product with the purpose of efiling. This will create the case in eCourts and communicate with PbK throughout the court process.

Data Elements

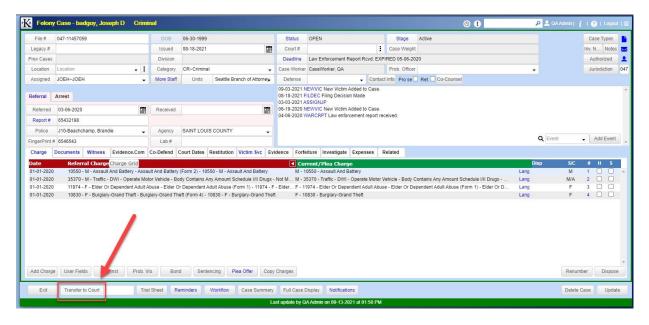
- Case identifiers
 - District Attorney (DA) file number
 - Cause Numbers
 - Docket numbers
- Referral Information
 - Referring officer
 - Referring law enforcement agency
- Arrest information
 - Date & Time
 - Booking Officer
 - Person Booked
- Probation Information
 - Officer
 - o Case Number
- Case Notes
- Jurisdiction
 - Federal Information Processing Standards (FIPS) /Judicial Information System (JIS) codes
 - DA Office information
- Defendant pedigree information
 - Person's names and identifying numbers
 - o Date of birth
 - Height, weight, hair/eye color physical characteristics
 - o Contact information addresses, phone numbers, email, etc.
- Charges (collection as modified by the DA)
 - o Incident date & time
 - Incident location
 - Charge and statute codes
 - Charge class
 - Charge description
 - Severity

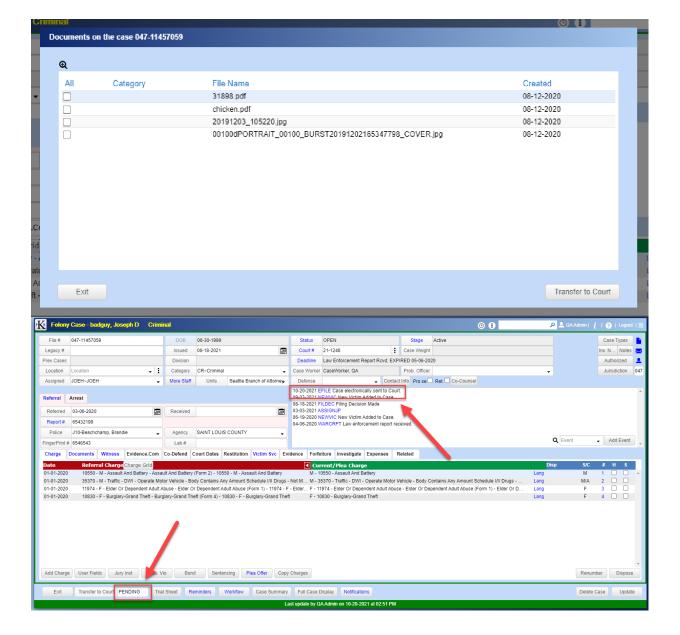
- Bond collection information
- Probation case number
- Victims and Witnesses (collection)
 - Names
 - Date of birth
 - Contact information
- Documents (optional collection)
 - Document title
 - Document category
 - Binary Data

PBK Experience

When Prosecutor has updated case with relevant information, determined the charges they wish to file and attached supporting documentation within PbK, Prosecutor can then file the case with the court. The court clerk reviews and accepts/rejects the filing, typically sending back a case number and docketing information.

Clicking the Transfer to Court button displays a dialog where the user can then select which documents to send to the court along with the case metadata.





Person Profile Updates

Karpel Interface will edit defendant and attorney information based on what is provided by journal. When case information comes into PbK using the interface, Karpel Solutions will review the defendant and attorney information and if what is sent does not match Karpel Solutions records, Karpel Solutions will update the profile with what is sent, Karpel Solutions will save the information to historic information to the corresponding area on the personal profile. Karpel Solutions will match on the defendant ID number and barcode.

Data Points:

- Defendant pedigree information
 - Person's names and identifying numbers
 - Date of birth
 - Height, weight, hair/eye color physical characteristics
 - Contact information addresses, phone numbers, email, etc.

- Attorney Information
 - Contact information
 - Bar Number

Courts – Event Information (Calendaring)

Inbound data to PbK involves getting event information back from the court. PbK shall accept many different types of events, that involve transitions within the lifecycle of a case based on a point in time, which is configured per install.

Examples of the common events expected back from the court that involve calendar, include but are not limited to the following; Hearings, Arraignments, Discovery and Bail Review. This is an **inbound interface** from the court to PbK.

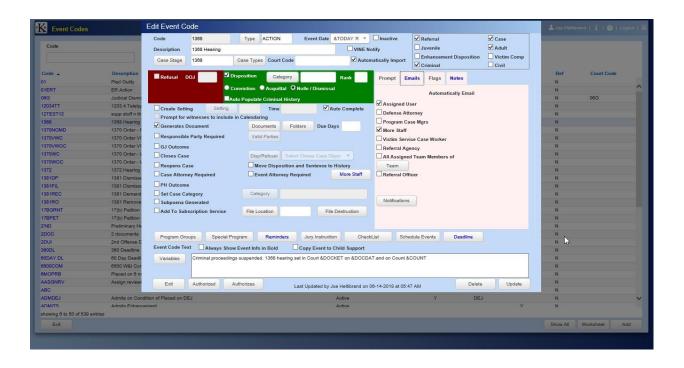
Data Elements

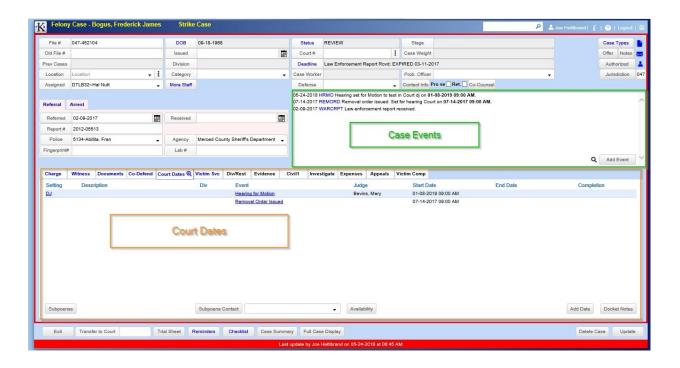
- PbK Case (necessary to know which case is getting the update)
 - o Case Identifiers
- Events (Collection)
 - Event code (mapped into PbK to know what type of event)
 - Event text
 - Event date & time
 - Judge bar # and location
 - Docket setting setting, division

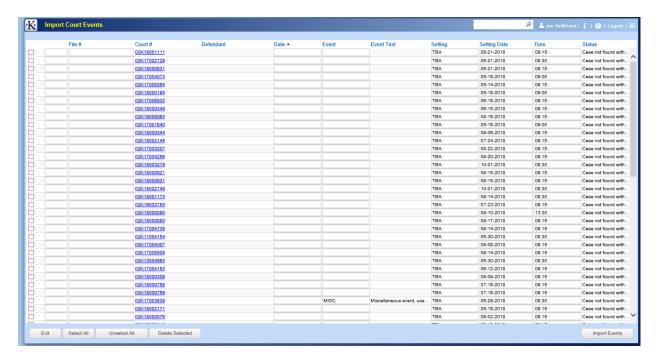
PBK Experience

Karpel Solutions shall configure events within PbK and can be flag the events to automatically import. If the event is set to auto import and there is enough identifying information, the event will be processed and immediately added to the event collection in PbK – in this case, also creating a court date and sending notifications as configured.

Once imported, events show in the case history and the Court Dates section. Events that cannot be matched automatically or are not set to automatically import go into the Import Court Events section for manual review and merging into PbK by Karpel Solutions.



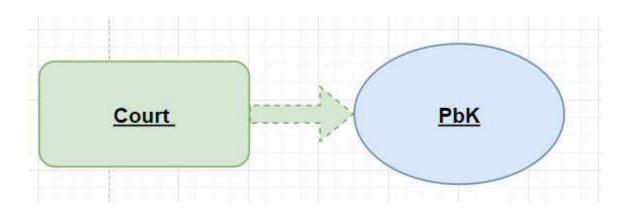




Court - Sentencing and Disposition

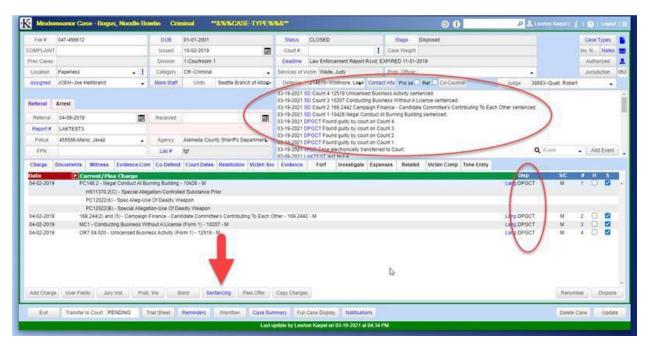
PbK can automatically import charge dispositions and/or sentencing information from the court so that the Prosecutor does not have to manually input it.

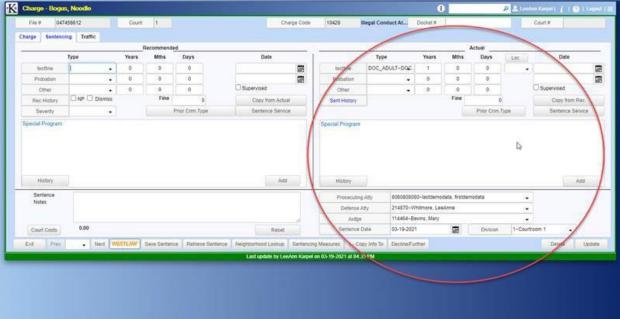
Data Flow:



PbK Workflow:

When Karpel Solutions receive sentencing data, PbK will automatically update the case with the event codes and sentencing information:





The Normal Data Points Are:

- 1. PbK Case Identifiers (normally unique court number)
- 2. Disposition Event Code (Mapped to PbK Code very similar to court calendaring which is defined above)
- Charges
- 4. Unique Identifier per charge (to put the right disposition on the right charge), Count Number

The Challenge:

- 1. The court does not send the data in a timely manner
- The court often does not send this information for weeks or months which means that the cases in PbK will remain open longer than they actually are. This throws off statistics and reporting on Open and Closed cases.
- 3. The Court does not send sufficient information
- 4. Often the court sends only high-level information and the Prosecutor finds this data insufficient.

JasperSoft Reporting Tool

Karpel Solutions shall setup and implement the reporting tool between PROSECUTORbyKarpel and El Dorado County. 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 Solutions as requested by the client.

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 EI 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 disclose of such contribution by a party to be awarded a specific contract. An officer of EI 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.

contributions of more than \$250 to an Officer	behalf of you or your company, made any political of the County of El Dorado in the twelve months proposals or the anticipated date of any Officer				
YESNO If yes, please identify the Officer(s) by name:					
	ehalf of you or your company, anticipate or plan to 250 to an Officer of the County of El Dorado in the sted to this contract?				
YESNO 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.					
Date	Signature of authorized individual				
	eeAnn Karpel-President ype or write name of authorized individual				