

**3rd ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS 3rd ADDENDUM is to that Contract for Services entered into on 13th January 2013 and as amended on 15th May 2018 and 2nd February 2021 by and between the County of Siskiyou ("County") and Karpel Solutions ("Contractor") and is entered into this ____ day of _____, 2021. ^{6/1/2021}

WHEREAS, the cost of services to be provided under the contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Section 5 INVESTMENT SUMMARY shall be increased as follows:

HOSTED SOLUTION	COST
PBK Annual Hosting	\$100
PBK Annual License Maintenance	\$450
Software User Licenses	\$2,250

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this 3rd addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 6/1/2021

DocuSigned by:
Ray A. Haupt
RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

DocuSigned by:
By: Wendy Wittingham
Deputy

Date: 5/4/2021

CONTRACTOR: Karpel Solutions Inc
DocuSigned by:
Jeff Karpel
9B5095CECD484E7...
Jeff Karpel, President

Date: 5/18/2021

DocuSigned by:
Liz Karpel
1E397310-EC0E-49C5-B01D-AB459C6E0D72
Liz Karpel, CFO

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 43-1619763

ACCOUNTING:

FY 16/17	1006-201160-723000	\$10,200	
FY 17/18	1006-201160-723000	\$10,200	
FY 18/19	1006-201160-723000	\$10,440	
FY 19/20	1006-201160-723000	\$10,440	
FY 20/21	1006-201160-723000	\$11,450	E2100175
	1006-201160-762030	\$ 2,250	
<u>E2200227</u>	FY 21/22	1006-201160-723000	Rate .01
		1006-201160-762030	\$ 2,250
E2300445	FY 22/23	1006-201160-723000	Rate .01
		1006-201160-762030	Rate .01
	FY 23/24	1006-201160-723000	Rate .01
	FY 24/25	1006-201160-723000	Rate .01

1021-201160-723000 Rate .01
1021-201160-762030 \$2,250.00

CO121175

**2nd ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS 2nd ADDENDUM is to that Contract for Services entered into on 13th January 2013 and as amended on 15th May 2018 by and between the County of Siskiyou ("County") and Karpel Solutions ("Contractor") and is entered into this 2nd day of February, 2021.

WHEREAS, the Contract expires on January 7, 2021, and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Section 8.0 MASTER TERMS AND CONDITIONS; 13.0 CONTRACT TERM shall be extended to June 30, 2025.

Section 5 INVESTMENT SUMMARY shall be increased as follows:

HOSTED SOLUTION	QTY	COST	TOTAL
PBK Annual Hosting	20	\$100	\$2,000
PBK Annual License Maintenance	20	\$450	\$9,000

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this 2nd addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 2-2-21

ATTEST:
LAURA BYNUM
County Clerk & Ex-Officio
Clerk of the Board

By: Wendy D. [Signature]
Deputy

COUNTY OF SISKIYOU

[Signature]
RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: See previous page
Deputy

CONTRACTOR: Karpel Solutions Inc

Date: 1/21/21

[Signature]
Jeff Karpel, President

Date: 1/21/21

[Signature]
Liz Karpel, CFO

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 43-1619763

ACCOUNTING:
Fund Organization Account

FY 16/17	1006-201160-723000	\$10,200
FY 17/18	1006-201160-723000	\$10,200
FY 18/19	1006-201160-723000	\$10,440
FY 19/20	1006-201160-723000	\$10,440 E2000119
FY 20/21	1006-201160-723000	\$11,000 E210175
FY 21/22	1006-201160-723000	\$11,000
FY 22/23	1006-201160-723000	\$11,000
FY 23/24	1006-201160-723000	\$11,000
FY 24/25	1006-201160-723000	\$11,000

Not to exceed Ninety-six Thousand Two Hundred Eighty Dollars and No/100
(\$96,280.00)

AMENDMENT No. 1
 To
CASE MANAGEMENT SYSTEM
 Between
 Karpel Solutions
 &
 Siskiyou, CA

WHEREAS, Siskiyou, California ("County") and Karpel Solutions ("Contractor") have entered into a Contract for a Case Management System and Related Services on and effective January 7, 2013 ("Agreement").

WHEREAS, County and Contractor have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 8.0 MASTER TERMS AND CONDITIONS
13.0 CONTRACT TERM

The parties mutually agree to extend the terms of the Agreement for a five (5) year period beginning January 8, 2016 with a termination date of January 7, 2021.

Section 5.0 INVESTMENT SUMMARY

Per user, per month license is increased to \$6.00 for a new annual charge of \$1,440.00 effective on your maintenance date.

FY	HOSTED SOLUTION	QTY	COST	TOTAL
16/17-17/18	Hosted Services fee (\$5 per user/month)	20	\$100	\$1,200
18/19-20/21	Hosted Services fee (\$6 per user/month)	20	\$120	\$1,440

The following language is added:

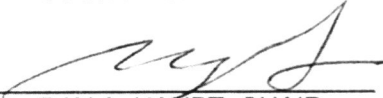
The hosted services include two terabytes (TB) of annual data storage space for free. Each TB above the two is charged \$100 per month. For example, the current storage space is 800GB so the total charge effective July 1, 2017 is \$0.00 (0TB x \$100) x 12 months. The storage space usage is reviewed and adjusted annually.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

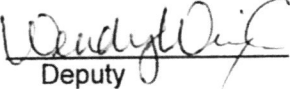
IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 5-15-18



RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

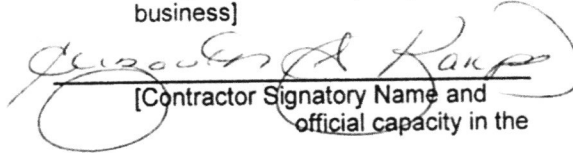
By: 
Deputy

CONTRACTOR:

Date: 4/30/18


[Contractor Signatory Name and
Designate official capacity in the
business]

Date: 4/30/18


[Contractor Signatory Name and
official capacity in the
business]

Designate
business]

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 43-1619763

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1006	201160	723000	

FY 16/17 \$10,200

FY 17/18 \$10,200

FY 18/19 \$10,440

FY 19/20 \$10,440

FY 20/21 \$10,440

NTE \$51,720

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

**DISTRICT ATTORNEY'S OFFICE
SISKIYOU COUNTY, CA**

CONTRACT FOR

PROSECUTOR by **KARPEL**

PROSECUTORbyKarpel®

E1300385 76205
E1300386 7292



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TABLE OF CONTENTS

TABLE OF CONTENTS	2
1. CONFIDENTIALITY STATEMENT	3
2. SCOPE OF WORK	4
3. OTHER INFORMATION	6
4. GENERAL CLIENT RESPONSIBILITIES	6
5. INVESTMENT SUMMARY	7
6. ANNUAL SUPPORT	9
7. LICENSE TERMS AND USE	11
8. MASTER TERMS AND CONDITIONS	13



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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Siskiyou County, a political subdivision of the State of California (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into this contract including the Master Terms and Conditions set forth below wherein Karpel Solutions agrees to sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as "PbK").

1. CONFIDENTIALITY STATEMENT

This document is the intellectual property of Karpel Solutions. Client agrees that the information contained within this proposal is proprietary information and that it shall not disclose, reproduce in any format, or use any of the terms, data, or any other material contained herein outside of Siskiyou County or for any other purposes other than to evaluate this contract. If the Client is required by statute or case law to disclose any information in this agreement then Client shall notify Karpel Solutions three (3) business days prior to the release. This agreement does not limit Client the right to use information contained within this contract if it is obtained from another source without restriction. Any subsequent revisions, addendums, or amendments to this document shall be covered under the terms of this confidentiality agreement by reference.

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2. SCOPE OF WORK

The following Scope of Work represents the services required to reach the proposed solution and a successful project. Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

PROSECUTORbyKARPEL Implementation Timeline Agreement

<u>Deadline</u>	<u>Task Description</u>	<u>Days out</u>
October 9, 2012	Final Contracts, Implementation Agreement signed and Project Kickoff Meeting. Review this schedule. Minimum Server and Workstation requirements are explained. Legacy Application Analysis and Legacy Database is given to Karpel to begin the data conversion.	90
November 8, 2012	Server & PC assessment completed and any necessary hardware or software ordered to meet PBK Installation Prerequisites.	60
November 16, 2012	<u>4 hour webinar with System Administrators. PBK Overview WITH the 1st data conversion complete!</u> Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). PBK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted. Server Connection Credentials to the PBK Sever are given to Karpel. Installation of SQL and PBK on the server by Karpel. Karpel Support installation and application testing on each workstation should begin at this time.	52
December 14, 2012	Legacy Data, additional Legacy Documents and a fully complete PBK Pre-Load Spreadsheet is received by Karpel.	24
December 18, 2012	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.	20
December 18, 2012	<u>2nd Data Conversion Review Webinar</u> - Karpel will install the preliminary data conversion on the Customer's production site for this Webinar including completed Document templates and Event Entry Configuration. Customer must validate the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events and Dispositions over the next two weeks.	20
January 4, 2013	Complete installation and testing of all workstations.	3
January 4, 2013	Final Legacy Data received by Karpel.	3



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January 7, 2013 **3rd and Final Data Conversion is loaded on the production site.** Final Configuration of PBK is performed with all System Administrators present. User Training begins. Customer begins using PBK in a live state. **Go Live**

This schedule will be modified as mutually agreed upon by Client and Karpel Solutions.

DOCUMENT CONVERSION AND SCOPE OF WORK

Document conversion consists of Karpel Solutions converting existing Microsoft Word[®], Microsoft Works[®] and Corel WordPerfect[®] documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK on a best effort basis. Karpel Solutions does not support nor will convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word[®], Microsoft Works[®] and Corel WordPerfect[®]

Karpel Solutions will provide hosting of PROSECUTORbyKARPEL subject to the terms and conditions set forth in the Agreement for PROSECUTORbyKarpel Hosting.



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3. OTHER INFORMATION

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by client prior to start of such work. No additional charges will be incurred without prior written approval from client.

4. GENERAL CLIENT RESPONSIBILITIES

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to client facilities, computers, servers, network infrastructure and software as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. Unlimited access to all PbK production servers, 24 hours a day, 7 days a week for overnight and weekend data conversions
 - b. PbK application access using Karpel Solutions laptops and clients network for training and application testing
 - c. Installation of the Karpel Solutions remote support tool on all desktops executing the PbK application.
3. Access to client data along existing servers and systems containing data if such data is to be converted and populated by Karpel Solutions into PbK.
4. An authorized contact person to assist in the definition of any project unknowns and authorized to approve the completion of each task.

Failure of Client to provide the above access and assistance will render the Karpel Solutions support agreement null and void.



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5. INVESTMENT SUMMARY

Karpel Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below,



HOSTED SOLUTION	Qty	Cost	Total
Software User Licenses	20	\$2,250	\$45,000
On-Line Pre-Implementation Meetings (Three 4 hour sessions, includes data conversion reviews)	12	\$1,800	\$1,800
Hosted SQL database install/configuration	1	\$1,000	\$1,000
Client Support Tool Installation and system compatibility check	20	\$50	\$1,000 ‡
Document Conversion services	1	\$2,500	\$2,500
Data Conversion (AS/400-JLAN)	1	\$8,000	\$8,000 †
Training Days	4	\$1,200 2 trainers	\$9,600 plus expenses
Total of Implementation Project Cost			\$68,900
Software Annual Support & Maintenance	20	\$450	\$9,000
Hosted Services fee (\$5 per user/month)	20	\$100	\$1,200 Invoiced Annually
Total			<u>\$79,100</u>
Optional Costs			
3rd Party Software (Adobe Acrobat Professional)	1	\$200	\$200 *
PBK Law Enforcement Interface (setup & testing)	1	\$5,000	\$1,000 Annual Support
PBK Court Interface (setup & testing)	1	\$5,000	\$1,000 Annual Support
On-site Post Implementation training per day	1	\$1,200 1 trainer	\$1,200
SQL Server Licensing	2	\$3,000 per processor	\$6,000 ***

*Interfaces must conform to the appropriate PROSECUTORbyKarpel Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate PROSECUTORbyKarpel IEPD, will require Karpel development review before approval and will incur additional development and maintenance costs.

This fee does not include additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate PbK. Said expenses are the Client's sole responsibility.

Server installation includes application SQL database and configuration of SQL Server for PbK® and shall be performed by Karpel Solutions due to the complexity of the configuration.



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Travel expenses include airfare, lodging and ground transportation.

As with any project, all prices are subject to change as new information arises or as workload increases Karpel Solutions will seek approval from Client if more work will be necessary to make the changes along the way, as described above.

Payment Terms

3 Year Payment Option				
	User licenses & implementation services	Annual Support	Hosted Fee	Total
Year 1	\$22,967	\$9,000	\$1,200	\$33,167
Year 2	\$22,967	\$9,000	\$1,200	\$33,167
Year 3	\$22,967	\$9,000	\$1,200	\$33,167
Year 4	\$0	\$9,000	\$1,200	\$10,200

Payment schedule to be 50% of Year 1 cost due upon signed contract agreement and the remaining 50% Year 1 cost due upon completion of implementation and training. Years 2-3 invoicing will occur in the month of January and due 30 days from date of invoice.

Subsequent years for annual support and hosting service fees will be invoiced annually the month of January.



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6. ANNUAL SUPPORT

6.1.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The initial support period shall begin from the date of software installation as part of the initial licensing purchase. The Client may elect to purchase subsequent annual support, on a yearly basis at fixed cost, billed annually as referenced in Section 4 above. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if the Client discontinues annual support it will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set for by Karpel Solutions and the Client is current with annual support payments then Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract.

6.1.2 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

6.1.3 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 7:00 p.m. Central time, via a toll free telephone number provided.

6.1.4 INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all PbK program changes, updates and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users.

6.1.5 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

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The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use PbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but is severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the Client.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.



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7. LICENSE TERMS AND USE

This software, PbK is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use only by the terms set forth below.

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.

2. Client cannot distribute, rent, sublicense or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full-time employee or user (40 hours per week), nor more than two (2) part-time employees or users, working no more than 40 hours per week together. The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.

3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.

3. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full-time employee. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.

5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

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IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Master Terms and Conditions set forth below to be executed on the date first above written. This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. If not accepted within thirty (30) days, Karpel Solutions reserves the right to withdraw this proposal. Should any adjustments to this proposal become necessary; Karpel Solutions will draft and present a "Change Order" to Client for its review and approval. This offer is entire agreement between the parties, and no oral agreements or other written documents, exclusive of the attached exhibits are part of the agreement. Any modifications of this agreement must be in writing, and prior to acceptance of this offer, Karpel Solutions reserves the right to make modifications to this offer. The signatories warrant they have the authority to bind their respective party.

Siskiyou County

Karpel Solutions

Name

Name

Title

Title

Date

Date



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8. MASTER TERMS AND CONDITIONS

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"),
MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. **ACCEPTANCE TERM.** The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. **PAYMENT TERMS.** A statement for services rendered will be submitted by Karpel Solutions at the completion of the service. The invoice is payable upon receipt. Terms are Net 30 (30) days. Interest shall be applied at the rate of one and one half percent (1.5%) per month on any amounts not received by Karpel Solutions within the due date. Karpel Solutions reserves the right to discontinue performing services for client in the event of nonpayment of services by client.
3. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
4. **MODIFICATION AND WAIVER.** Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
5. **FORCE MAJEURE.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
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 obtaining the other party's prior written approval.

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7. **SOFTWARE ANOMALIES.** New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' services at the rate stated in the proposal whether or not a successful solution is achieved.
8. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of PbK and licenses of PbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of PbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Karpel Solutions will not conduct an audit more than once per year.
9. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
10. **MATERIALS.** Client will pay Karpel Solutions for materials purchased for the client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for client. Upon mutual agreement, client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.
11. **TERMINATION OF SUPPORT.** Client may terminate the Annual Support portion of this Agreement thirty (30) business days after it has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed to perform under, or materially breaches, the Annual Support portion of this Agreement and of the Client's intent to terminate the Annual Support portion of this Agreement. Such written notice is to be sent Certified US Mail to Karpel Solutions at 5714 South Lindbergh Blvd., Suite 200, St. Louis, MO 63123. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client



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may terminate the Annual Support portion of this Agreement. Karpel Solutions may terminate the Annual Support portion of this Agreement on thirty (30) days written notice.

12. **TERMINATION OF CONTRACT.** Either party may terminate this Contract at any time, with or without giving cause, by giving the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Karpel Solutions shall be paid for all work satisfactorily completed prior to the effective date of said termination including any unpaid balances for user licenses and implementation services. Client understands they are still obligated for all user license and implementation service fees under the contract.
13. **CONTRACT TERM.** The terms set forth in this contract will commence January 7, 2013 for a term of three years ending January 7, 2016. All pricing stated will remain in effect and not to exceed said pricing during the term of this contract.
14. **TERMINATION OF FUNDING.** Per California Constitution Article XVI Section 18, client may terminate this contract in any fiscal year in that it is determined there is not sufficient funding.
15. **COPYRIGHT.** Karpel Solutions reserves the right to seek damages if Client is responsible for a subsequent violation of Karpel Solutions' copyright, and Client assumes responsibility for the acts and omissions of its agents acting in the course of their duties or otherwise with respect to the protection of Karpel Solutions' copyright.

LIMITED WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION

1. **LIMITED WARRANTY.** Karpel Solutions warrants it will perform all services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. No representations or warranties as to the use, functionality or operation of PbK are made by Karpel Solutions other than as expressly stated in this Agreement.
2. **INTERNET AND NETWORK.** Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. **PASSWORD PROTECTION.** Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE**

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OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the PbK. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to PbK. Karpel Solutions is not liable for any unauthorized access to PbK and data or information contained therein, including without limitation access caused by failure to protect the login and password information of users.

4. **SYSTEM REQUIREMENTS.** Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.
5. **THIRD PARTY SOFTWARE.** Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
6. **LIMITED ENGAGEMENT.** Due to the limited nature of Karpel Solutions' engagement by client, Karpel Solutions makes no express or implied warranties as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at client's facilities or as may be added by the client.
7. **DISCLAIMER.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF PBK WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF PBK WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.

KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Karpel Solutions employees. Client further agrees that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees, and further agrees that such hiring away would substantially disrupt the essence of Karpel Solutions' business and ability to provide its services for others, and as such Karpel Solutions cannot agree to such a hiring. The Client acknowledges that Karpel Solutions employees work for Karpel Solutions under a non-competition agreement; therefore, Client agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Karpel Solutions employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

CONFIDENTIALITY

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1. **CONFIDENTIALITY.** Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party.
2. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the PbK may be confidential personally identifiable information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of personally identifiable information of third parties. Karpel Solutions shall have no liability for disclosure of personally identifiable information caused by Client's own negligence or misconduct.
3. **DISCLOSURE REQUIRED BY LAW.** In the event that any confidential or proprietary information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the confidential information requested.
4. **SIMILAR PROGRAMS AND MATERIALS.** Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to Client.
5. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

MARKETING

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.
2. Provided Karpel Solutions does not violate the provisions of the foregoing section regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

MISCELLANEOUS

1. **ELECTRONIC DOCUMENTS.** To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's

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authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

2. SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect. This is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, relating to the subject matter of this Agreement.
3. ENTIRE AGREEMENT. This Agreement constitutes the sole agreement between client and Karpel Solutions with respect to the subject matter hereof. It may not be modified or assigned except by written agreement of Client and Karpel Solutions.
4. NOTICES. Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
5714 S. Lindbergh Blvd, Suite 200
St. Louis, MO 62123
(314) 892-6300
karpel@karpel.com

5. GOVERNING LAW. The parties agree that California law applies to all matters of interpretation of this agreement. The parties further agree that the prevailing party shall be entitled to a judgment for its reasonable attorneys' fees and costs.

SIGNATURE PAGE

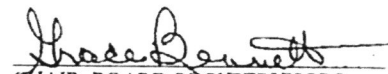
IN WITNESS WHEREOF, the parties hereto have executed this Contract, for Karpel Solutions Prosecution System _____ (services), between Karpel Solutions _____ and the County of Siskiyou on the day and year first above written.

ATTEST:

COLLEEN SETZER, CLERK

COUNTY OF SISKIYOU


DEPUTY


CHAIR, BOARD OF SUPERVISORS

APPROVED AS TO FORM:


COUNTY COUNSEL

APPROVED AS TO ACCOUNTING:

			729200	\$ 3200 ⁰⁰	
1006	201160	723000	762030	\$ 29,967 ⁰⁰	per fiscal year
FUND	ORG	ACCT	ACTV		


JENNIE EBEJER, AUDITOR-CONTROLLER

APPROVED AS TO INSURANCE:


ROSEANN HERRICK, ASSISTANT COUNTY ADMINISTRATOR