

**MENDOCINO COUNTY PUBLIC DEFENDER'S
OFFICE – CA
(ALTERNATE DEFENDER)**

CONTRACT AMENDMENT



DEFENDERbyKarpel®



9717 Landmark Parkway • Suite 200 • St. Louis, MO 63127 • 314-892-6300 • www.karpel.com

This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Mendocino County, a political subdivision of the State of California (hereinafter referred to as "Client") is for the consideration of the items set forth below regarding the Client's use of the licensed copyrighted software, DEFENDERbyKarpel® (herein referred to as DbK).

1. On May 24, 2022, Client agreed to purchase 3 user licenses for the use of the copyrighted software program DbK.
2. Client agrees to purchase additional licensing at the current pricing specified below, based on Karpel Solutions License Terms and Use as stated in Section 2 of this agreement.

1. INVESTMENT SUMMARY

Description	Quantity	Price	Total Cost
DEFENDERbyKarpel license (One Time fee)	5	\$1,500	\$7,500
DEFENDERbyKarpel Annual Support/Maintenance fee	5	\$300	\$1,500
Hosting Services	5	\$100	\$500
Total			\$9,500

2. LICENSE TERMS AND USE

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 DbK is required for each user or employee. Each license of DbK may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and 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.
4. DbK 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

KARPEL

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modification to the software or its documentation no matter by whom made. DbK is licensed for a single installation of one full time employee. A separate license is required for each installation of DbK. Client shall not provide or disclose or otherwise make available DbK 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. DbK 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. DbK is "commercial computer software" subject to limited utilization "Restricted Rights." DbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

3. OTHER

All other terms and conditions apply – see original contract.

IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Terms and Conditions set forth in the original contract. The signatories warrant they have the authority to bind their respective party.

Mendocino County

Karpel Solutions

Name

Name

Alternate Defender

Title

Title

4-10-24

Date

4-22-2024

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

*Jan Caldwell, District Pacific, Refunds
for Jeff Aaron, Public Defender*
DEPARTMENT HEAD DATE 4/22/24

CONTRACTOR/COMPANY NAME

By: *James Karpel*

Date: 4-22-2024

Budgeted: ☒ Yes ☐ No

Budget Unit: 0717

Line Item: 862239 - Proj. IT049

Grant: ☐ Yes ☒ No

Grant No.: N/A

NAME AND ADDRESS OF CONTRACTOR:

Karpel Solutions

9717 Landmark Parkway Dr. #200

St. Louis, MO 63127

COUNTY OF MENDOCINO

By: *Maureen Mulheren*
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 05/07/2024

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: *Amy*
Deputy 05/07/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: *Amy*
Deputy 05/07/2024

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: *Man / Lisa*
COUNTY COUNSEL

Date: 04/10/2024

INSURANCE REVIEW:

By: *Darcie Antle*
Risk Management

Date: 04/10/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *[Signature]*
Deputy CEO or Designee

Date: 04/10/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____