

**MENDOCINO COUNTY PUBLIC DEFENDER'S OFFICE  
MENDOCINO COUNTY, CA**

**CONTRACT FOR**



DEFENDERbyKarpel®



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

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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 Mendocino 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 DEFENDERbyKarpel® (hereinafter referred to as “DbK”).

## 1. 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.

<u>Date</u>	<u>Tasks and deliverables</u>	<u>Days out</u>
	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Workstation requirements are explained to agency project manager. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction. The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible.	
	Workstation assessment completed and any necessary hardware or software ordered to meet DbK installation prerequisites.	100
	Online pre-implementation meeting with project manager and system administrators. DbK Overview with the first data conversion complete. Project Team is selected including Karpel Staff and Customer System Administrators. (One customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions and interface definitions. DbK pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted.	90
	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments and finalize pre-implementation meeting timeline agreement.	80
	First Data Conversion Webinar is reviewed on Karpel servers along with the DbK pre-load worksheets. Agency Document Templates are received. Data validation	60



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	spreadsheets will be explained and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Applicable interfaces are reviewed and analyzed to define testing procedures.	
	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	45
	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	45
	Online document template conversion review - customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.	40
	The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete DbK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.	35
	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.	35
	Online Pre-Live Administrator Training and Mock Go-live - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. The preliminary data conversion on the Agency's pre-production site will be used for this training including completed document templates and workflow configuration. Agency will re-validate the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will continue. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin final testing of all application interfaces if applicable. At this point data conversion will be repeated as deemed necessary by our data conversion experts to correct data conversion anomalies reported in the data validation spreadsheets.	30
	Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.	21
	Complete installation and testing of all workstations by Karpel or local IT support.	14
	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.	7
	Final Legacy Data received by Karpel.	3
<b>August 21, 2023</b>	Final Data Conversion is loaded. User training continues with remaining office staff (group training). Customer begins using DbK in a live state.	<b><u>Go Live</u></b>

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

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 DbK on a best effort basis. Karpel Solutions does not support nor will convert customized macros, auto-text files or other custom





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programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and Corel WordPerfect®

Karpel Solutions will provide hosting of DbK subject to the terms and conditions set forth in the HOSTEDbyKarpel Agreement.

## **2. 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.

## **3. 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. DbK application access using Karpel Solutions laptops and clients network for training and application testing
  - b. Use of the Karpel Solutions remote support tool on all desktops executing the DbK application.
3. Access to client data along with existing servers and systems containing data if such data is to be converted and populated by Karpel Solutions into DbK.
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.

### **3.1 CLIENT VALIDATION**

Client is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live Karpel will determine if a fix is possible and an additional fee for this work may be presented for this work.



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#### 4. INVESTMENT SUMMARY

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

Software Products/Licensing	Qty.	Price	Total
DEFENDERbyKarpel for Public Defender	27	\$1,500	\$40,500
DEFENDERbyKarpel for Alternate Public Defender	3	\$1,500	\$4,500
Total Software			\$45,000

Installation Services	Qty.	Price	Total
DEFENDERbyKarpel Installation and Configuration for Public Defender	1	\$1,000	\$1,000
DEFENDERbyKarpel Installation and Configuration for Alternate Public Defender	1	\$1,000	\$1,000
Data Preload	1	\$5,000	\$5,000
Total Installation Services			\$7,000

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (days, onsite)	2	\$1,200 1 resource	\$2,400
Data Conversion: JustWare	1	\$25,000	\$25,000
Data Conversion: JALAN	1	\$25,000	\$25,000
Mock Go-Live and System Administrator Training (30 days prior to go-live, days, onsite)	3	\$1,200 1 resource	\$3,600
Custom Reports	15	\$1,000	\$15,000
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500	\$2,500
Total Professional Services			\$73,500

Onsite Training Services	Qty.	Price	Total
Onsite Training (days)	5	\$2,400 2 resources	\$12,000
Post-Go-Live Training (30 days after go-live, days, onsite)	3	\$1,200 1 resource	\$3,600
Total Onsite Training Services			\$15,600



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Customization Services	Qty.	Price	Total
Interface: PROSECUTORbyKarpel	1	\$0	\$0
Interface: Court (Tyler Odyssey)	1	\$25,000	\$25,000
<i>DbK eFiles to Court (includes Calendaring, Hearings, and Minute Orders)</i>			
<b>Total Customization Services</b>			<b>\$25,000</b>

<b>Total One-Time Costs</b>	<b>\$166,100</b>
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Annual Support Services	Qty.	Price	Total
DEFENDERbyKarpel Public Defender	27	\$300	\$8,100
DEFENDERbyKarpel Alternate Public Defender	3	\$300	\$900
Interface Annual Support	1	\$5,000	\$5,000
Hosted Services (per user/year)	30	\$100	\$3,000
<b>Total Annual Support Services</b>			<b>\$17,000</b>

<b>Estimated Travel Expenses</b>	<b>\$11,800</b>
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<b>Total First Year Cost</b>	<b>\$194,900</b>
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Optional Items	Price
Document Template Conversion After 100 Documents (per document)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$50
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	\$50
Additional Storage After Included 2TB (per terabyte, per year)	\$1,000
Additional Storage After Included 2TB (per 100 terabytes, per year)	\$32,000

Interfaces must conform to the appropriate DEFENDERbyKarpel Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate DEFENDERbyKarpel IEPD (i.e., require a new schema to be designed or database modification), will require Karpel and Client review before approval of both design and potential additional development and maintenance costs.

The stated costs for interfaces include Karpel's development and testing time.

**PLEASE NOTE: THERE MAY BE AN ADDITIONAL COST FROM THE OTHER VENDOR(S), WHICH IS NOT INCLUDED WITHIN THIS CONTRACT.**

Initials \_\_\_\_\_



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

If a scheduled go-live date is changed by Client within 60 days of the set date a 10% (of first year cost) penalty may be issued to cover the costs of booked travel, accommodations and time that may be removed from other current client start dates.

Pricing for Optional Services will remain valid up to 90 days from date of contracting signing. Upon the request to begin an Optional Service, an official notice to begin the service must be received.

Travel expenses include airfare, lodging, ground transportation and M&IE.

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.

#### **4.1 Payment Terms**

Payment schedule to be 50% of Software User Licenses due upon signed contract agreement and the remaining cost due upon completion of implementation and training.

### **5. ANNUAL SUPPORT**

#### **5.1.1 TECHNICAL SUPPORT FEES**

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually as referenced in Section 5 above. The option to purchase annual support is solely at the Client's discretion. The Client's license to use DbK 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. If the option for renewal is exercised, Karpel has the right to increase current pricing.

#### **5.1.2 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.



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### 5.1.3 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 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

### 5.1.4 INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all DbK 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. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed support will be delayed and the service level agreement (severity levels) are no longer in place.

### 5.1.5 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:

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

*\*If the remote support tool is not installed or available all issues will fall into the general assistance and the severity levels are no longer applicable.*

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use DbK, 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. DbK 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.





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Severity Level 3 shall be defined as a minor problem that exists with DbK 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.

## 6. LICENSE TERMS AND USE

This software, DbK 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 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 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



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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.

6. Public Agency Participation: Other public agencies may utilize the terms and conditions established by this Contract. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Mendocino County is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Vendor. Mendocino County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

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.

## **7. Insurance**

7.1 Insurance: Without limiting Contractor's indemnification of County, Contractor shall provide and maintain at its own expense during the term of this Agreement, the following insurance coverages and provisions:

- (a) Prior to the commencement of this Agreement, Contractor shall provide Certificates of Insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall either be attached to the Certificate or certified as issued on the Certificate. All Certificates shall be sent to the following address:



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Mendocino County  
Risk Manager  
501 Low Gap Rd.  
Ukiah, CA 95482

Contractor shall not proceed with the work under this Agreement until it has obtained all insurance required and Certificates of Insurance have been provided to County. All Certificates of Insurance shall provide that County will receive thirty (30) days prior written notice of cancellation or any major modification of the insurance coverage before the expiration date.

(b) Should, consistent with the terms of this Agreement, any of the work under this Agreement be subcontracted, the Contractor shall require each of its subcontractors to provide the insurance required herein, or Contractor may name the subcontractors as additional insureds under its own policies.

(c) Insurance Required:

(1) Comprehensive General Liability Insurance or Commercial Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than One Million Dollars (\$1,000,000) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate, it must be no less than Two Million Dollars (\$2,000,000). Each type of insurance shall include coverage for Premises/Operations, Products/Completed Operations, Contractual Liability, Broad Form Property Damage, XIC/U Hazards and Personal Injury. For either type of General Liability insurance, coverage shall include the following endorsements:

i. Additional Insured Endorsement: Insurance afforded by this policy shall also apply to the County of Mendocino, and members of the Board of Supervisors of Mendocino County, the officers, agents and employees of Mendocino County, individually and collectively as additional insureds.

ii. Primary Insurance Endorsement: Insurance afforded by the Additional Insured Endorsement shall apply as primary insurance, and other insurance maintained by the County of Mendocino, their officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.

iii. Notice of Cancellation or Change of Coverage Endorsement: Insurance provided by this policy shall not be cancelled or changed so as to no longer meet the specified Mendocino County insurance requirements without thirty (30) days prior written notice of such cancellation or change being delivered to County at the address to which the Certificate of Insurance is sent as specified above.





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- iv. Severability of Interest Endorsement: Insurance provided by this policy shall apply separately to each insured who is seeking coverage or against whom a claim is made, or a suit is brought, except with respect to the policy's limits of liability.
- (2) Professional Errors and Omissions Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) and written on an occurrence basis. If coverage is written on a claims made basis, such policy shall provide that:
- i. The policy retroactive date coincides with or precedes Contractor's start of work (including subsequent policies purchased as renewals or replacements).
  - ii. If the policy is terminated for any reason during the term of this Agreement, Contractor shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.
  - iii. If this Agreement is terminated or not renewed, Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years therefrom. If that policy is terminated for any reason during the two year period, Contractor shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy coinciding with or preceding the retroactive date of the terminated policy.
- All Professional Liability policies maintained pursuant to this section shall either be endorsed to name the County of Mendocino and members of the Board of Supervisors of the County of Mendocino, and officers, agents and employees of the Counties of Mendocino, individually and collectively as additional insureds, or endorsed to provide that the insurance provided by the policy shall apply to liability assumed by the Contractor under written contract with County.
- 3) Worker's Compensation and Employer's Liability Insurance with statutory California Worker's Compensation coverage and Employer's Liability coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Agreement.
  - 4) Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.



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**Mendocino County**

**Karpel Solutions**

A handwritten signature in purple ink, appearing to be "Tw", written over a horizontal line.

Signature

A handwritten signature in blue ink, appearing to be "m. z.", written over a horizontal line.

Signature

Ted Williams  
Printed Name

Matt Ziemianski  
Printed Name

Chair, Mendocino County Board of Supervisors  
Title

CEO  
Title

05/24/2022  
Date

5/6/2022  
Date



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**Mailing Contact:**

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Billing Contact:**

\_\_\_\_\_

Billing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tax Exempt? No ☐ Yes ☐ ***If yes, please attach copy of tax exempt certificate***

**Agency Project Manager Contact:**

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Project IT Contact:**

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Initials \_\_\_\_\_



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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 thirty (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, and client agrees to reimburse Karpel Solutions for reasonable collection expenses on delinquent accounts, including attorney's fees and costs.
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 DbK and licenses of DbK 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 DbK. 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 DbK, 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 DbK or security breaches that result in the unauthorized dissemination of data contained in DbK 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.** 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 9717 Landmark Parkway Dr., Suite 200, St. Louis, MO 63127. 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 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.



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12. 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 DbK are made by Karpel Solutions other than as expressly stated in this Agreement.
2. INTERNET AND NETWORK. Karpel Solutions makes DbK 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 DbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of DbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. PASSWORD PROTECTION. Access to DbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to DbK. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the DbK. 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 DbK. Karpel Solutions is not liable for any unauthorized access to DbK 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 DbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of DbK 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





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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 NON-INFRINGEMENT, 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 DBK WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF DBK WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.

#### **CONFIDENTIALITY**

**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.

1. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the DbK 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
2. disclosure of personally identifiable information caused by Client's own negligence or misconduct.

**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.



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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 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





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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  
9717 Landmark Parkway Dr., Suite 200  
St. Louis, MO 62127  
(314) 892-6300  
[mziemianski@karpel.com](mailto:mziemianski@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.

**Mendocino County**

Signature

Ted Williams

Printed Name

Chair, Mendocino County Board of Supervisors

Title

05/24/2022

Date

**Karpel Solutions**

Signature

Matt Ziemianski

Printed Name

CEO

Title


5/6/2022

Date

Initials \_\_\_\_\_

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

 05/06/2022

DEPARTMENT HEAD DATE

 5/6/22

DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 0717

Line Item: 862239-IT049

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By:  05/24/2022

TED WILLIAMS, Chair  
BOARD OF SUPERVISORS

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: 

Deputy 05/24/2022

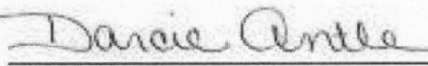
I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Interim Clerk of said Board

By: 

Deputy 05/24/2022

INSURANCE REVIEW:

By: 

Risk Management

05/06/2022

CONTRACTOR/COMPANY NAME:

By: \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:

Karpel Solutions

9717 Landmark Parkway Dr #200

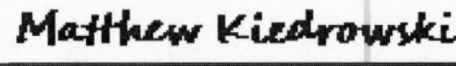
St. Louis, MO 63127

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

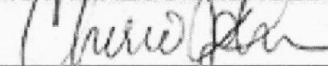
By: 

Deputy

05/06/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL/RECOMMENDED

By: 

Deputy CEO

05/06/2022

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: \_\_\_\_\_

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_  
 5-6-22  
DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_  
Budgeted: ☒ Yes ☐ No  
Budget Unit: 0717  
Line Item: 862239-IT049  
Grant: ☐ Yes ☒ No  
Grant No.: N/A

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
TED WILLIAMS, Chair  
BOARD OF SUPERVISORS

**ATTEST:**

DARCIE ANTLE, Interim Clerk of said Board

By: \_\_\_\_\_  
Deputy

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

DARCIE ANTLE, Interim Clerk of said Board

By: \_\_\_\_\_  
Deputy

**INSURANCE REVIEW:**

By: \_\_\_\_\_  
Risk Management

**CONTRACTOR/COMPANY NAME:**

By: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

Karpel Solutions  
9717 Landmark Parkway Dr #200  
St. Louis, MO 63127

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

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,  
County Counsel

By: \_\_\_\_\_  
Deputy

**EXECUTIVE OFFICE/FISCAL REVIEW:**

**APPROVAL RECOMMENDED**

By: \_\_\_\_\_  
Deputy CEO

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: \_\_\_\_\_