



**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: Karpel Solutions, Inc. (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:  
Provide Services as Described in San Luis Obispo (SLO) County's RFP #1159, which County will participate as detailed in paragraph 44 of SLO's contract, to provide the District Attorney's Office a case management system.

**2.0 PAYMENT PROVISIONS**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 474,500.00.

**3.0 TERM OF AGREEMENT**

3.01 The term of this Agreement is from February 25, 2013 to June 30, 2014, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:  
Exhibit A Scope of Services/Payment Provisions  
Exhibit B San Luis Obispo's Contract signed Sept 2012  
Exhibit C Evidence of Insurance Coverage

5.0 PERFORMANCE STANDARDS.

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor/Controller for payment. The County Auditor/Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to

9.02 Qualifying Insurers:

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither

relieve nor decrease the liability of the Contractor. In addition, the Contractor upon request shall provide a certified copy of the policy or policies. Endorsements executed by the insurance carrier shall accompany the certificate. Individual Insurance" certifying that coverage as required herein has been obtained. Individual Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of

9.01 Evidence of Coverage:

9.0 INSURANCE REQUIREMENTS.

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.0 INDEMNIFICATION.

The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Insured endorsement is ISO Form CA 20 48 02 99.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

9.04 Other Requirements:

10.0 RECORDS AND CONFIDENTIALITY

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

<p><b>FOR CONTRACTOR:</b></p> <p>Name and Title Jeff Karpel, President</p> <p>Name and Title Karpel Solutions, Inc. 5714 S. Lindbergh Blvd, Suite 200 St. Louis, MO 63123</p> <p>Address</p> <p>314-892-6300 Phone</p>	<p><b>FOR COUNTY:</b></p> <p>Name and Title Dean D. Filippo, District Attorney of Monterey County</p> <p>Name and Title P.O. Box 1131 Salinas, CA 93901</p> <p>Address</p> <p>831-755-5470 Phone</p>
--	--

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

**14.0 NOTICES**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR'S performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR'S failure to pay such taxes.

**13.0 INDEPENDENT CONTRACTOR**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS**

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.



15.0 MISCELLANEOUS PROVISIONS

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

-----This section left blank intentionally-----

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**16.0 SIGNATURE PAGE.**

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Contracts/Purchasing Officer

By: Dean A. Feltham  
 Date: 3/20/13  
 Department Head (if applicable)

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Board of Supervisors (if applicable)

Approved as to Form  
 By: Paula K. Kishner  
 Date: 3-20-13  
 County Counsel

Approved as to Fiscal Provisions<sup>2</sup>  
 By: [Signature]  
 Date: \_\_\_\_\_  
 Auditor/Controller

COUNTY OF MONTEREY  
 APPROVED AS TO INDEMNITY/  
 INSURANCE LANGUAGE  
 Approved as to Indemnity Provisions  
 By: [Signature]  
 Date: 3-25-13  
 Risk Management

**CONTRACTOR**

Karpel Solutions, Inc.  
 Contractor's Business Name\*

By: [Signature]  
 Date: \_\_\_\_\_  
 (Signature of Chair, President, or Vice-President)\*

By: Jeffrey L. Karpel - President  
 Date: 3/14/13  
 Name and Title

By: [Signature]  
 Date: \_\_\_\_\_  
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

By: Elizabeth N. Karpel, CFO  
 Date: 3-14-13  
 Name and Title

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Approval by County Counsel is required  
<sup>1</sup> Approval by Auditor-Controller is required  
<sup>2</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9  
 10 of 10 Agreement ID: \_\_\_\_\_

**EXHIBIT-A**

To  
Professional Service Agreement  
by and between  
District Attorney of Monterey County, hereinafter referred to as "County"  
AND  
Karpel Solutions, Inc., hereinafter referred to as "CONTRACTOR"

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

As detailed in the San Luis Obispo's (SLO) County Contract with Contractor, pages 25 through 47, Statement of Work (SOW) dated 23 August 2012, with the modifications indicated below:

1. System data will be hosted by Contractor remotely, provisions contained in SOW relevant to hosting of data modified to reflect this change.
2. Implementation Timeline, to be finalized after Board of Supervisor's approval.
3. Karpel Solutions Project Approach document, attached.

**A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) with completion dates to be determined as soon as practical, subsequent to approval of this agreement by the Board of Supervisors:

As detailed in San Luis Obispo SOW, page 46, Table 1

All written reports required under this Agreement must be delivered to Berkeley Brannon, County's Project Manager for this agreement, in accordance with the schedule above.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/PAYMENT**

County shall pay an amount not to exceed \$474,500.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Milestone

1. Following Board of Supervisor's Contract approval and successful completion of first 5-day on-site Pre-implementation meeting 20%
2. Data conversion (with an agreed level of quality/accuracy), 20%
3. Successful User Acceptance Testing 20%
4. Final training and go-live 30%
5. 90 days following go-live 10%
6. Itemized Costs:

**Karpel Solutions Proposed Cost  
PROSECUTORBYKARPEL a HOSTED SOLUTION  
Monterey County District Attorney - 2/19/2013**

Software Products/Licensing	Qty.	Price	Total
PROSECUTORBYKARPEL	130	\$2,250	\$292,500
<b>Total</b>			<b>\$292,500</b>

**Total Software**

Installation Services	Qty.	Price	Total
Hosted SQL Database configuration	1	\$1,000	\$1,000
Client Support Tool/Scanning tool install and system compatibility check	130	\$50	\$6,500
<b>Total</b>			<b>\$7,500</b>

**Professional Services**

	Qty.	Price	Total
Project Management	120	no cost	\$0
Pre-implementation Meetings	5	\$1,200	\$18,000
*Data Conversion	1	\$20,000	\$20,000
Document Conversion (up to 120 documents)	1	\$3,000	\$3,000
<b>Total</b>			<b>\$41,000</b>

**Total Professional Services**

Onsite Training Services	Qty.	Price	Total
Pre-live training days	4	\$1,200	\$9,600
Go-live training days	5	\$1,200	\$24,000
Post-live training days	4	\$1,200	\$9,600
<b>Total</b>			<b>\$43,200</b>

\*This is a fixed bid data conversion

**Total Onsite Training Services**  
\$43,200

Onsite training services listed above. Include system administrator training

Customization Services	Qty.	Price	Total
None Specified			\$0
<b>Total Customization Services</b>			\$0

Annual Support Services	Qty.	Price	Total
PROSECUTORBYKARPEL	130	\$450	\$58,500
Hosted Services Fee (\$5/user/month)	130	\$650	\$7,800
<b>1st Year Annual Support Services</b>			<b>\$66,300</b>

**Total Project Cost (excluding taxes)** \$450,500

Sales Tax 8.00% Exempt \$0.00

**Estimated Expenses**

Travel expenses include airfare, lodging and ground transportation  
\$24,000

**Total Project Cost** \$474,500

Other	Qty.	Price	Total
*Adobe Acrobat Professional	1	\$400	\$400
Document Conversion (per document)	1	\$25	\$25
eDiscovery		\$1	\$1
Post Implementation training- on site (min 1 day)		\$1,200	\$1,200
Post Implementation training- on-line (min 2 hrs.)		\$300	\$300
Hourly rate for personnel	1	\$150	\$150
Law Enforcement Interface (Set up/configuration)		\$5,000	\$5,000
per agency			\$1,000
Annual support			\$1,000
Court Interface (Set up / configuration)		\$5,000	\$5,000
per agency			\$1,000
Annual support			\$1,000

\*Adobe Acrobat Professional is required for our integrated document redaction/dates numbering and is not provided by Karpal Solutions. It is recommended that users who work with and provide discovery have this software. The cost is based on average retail rate.

**NOTE:** All fees and costs stated herein shall include all applicable tax.

If County approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm) to receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

Retention: County shall withhold ten percent (10%) from each payment until final acceptance by County of the completion of the project (or final report, etc.).

## B.2 CONTRACTORS BILLING PROCEDURES

**NOTE:** Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**PROSECUTOR by Karpel Implementation Timeline Agreement**

Days out	Deadline	
130	March 7, 2013	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Server and 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.
130	March 7, 2013	Server & PC assessment completed and any necessary hardware or software ordered to meet PBK installation prerequisites.
120	March 17, 2013	5-Day On-Site pre-implementation meeting with project manager and System Administrators. PBK Overview WITH the 1st 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. PBK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted.
100	April 6, 2013	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.
90	April 16, 2013	1st Data Conversion Webinar is reviewed on Karpel servers along with the PBK Pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated.
60	May 16, 2013	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.
60	May 16, 2013	Karpel Support Tool 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 Calendar and email on each workstation.
45		Teleconference status meeting with Karpel and agency project manager will occur to discuss pre-load completion and workstation application installation and testing.
45	May 31, 2013	The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PBK 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.
30	June 15, 2013	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.
30	June 15, 2013	2nd Data Conversion Review Webinar - Karpel will install the preliminary data conversion on the Agency's pre-production site for this Webinar including completed Document templates and Event Entry Configuration. Agency will begin validating the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will begin. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin testing of all application interfaces. (*at this point, data conversions will be repeated as many times as deemed as necessary by our data conversion experts to correct data conversion anomalies reported in the data validation spreadsheets.)
21	June 24, 2013	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.
14	July 1, 2013	Complete installation and testing of all workstations by Karpel Solutions or local IT support.



**NOTE:** Failure to meet the above dates will severely jeopardize the successful implementation of this project. Any variation of the above deadlines must be mutually agreed upon by Karpel and the Customer.

PROSECUTOR by Karpel

District Attorney

Signed

7	July 8, 2013	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.
5	July 10, 2013	Karpel trainers arrive at the Training Room. Final Configuration of PBK is performed with all System Administrators present. User Training begins with first two groups of users.
3	July 12, 2013	Final Legacy Data received by Karpel.
Go Live	July 15, 2013	Final Data Conversion is loaded. User training continues. Customer begins using PBK in a live state.
10 days from go live		Onsite Post Implementation support continues for 2 weeks after go live.

## Karpel Solutions Project Approach

Karpel Solutions has a proven implementation strategy from lessons learned during the implementation of 150 agencies in the last six years. With the following methodology, we average one to two new implementations every month. One of the lessons learned is to recognize that the implementation for large offices like the Monterey County District Attorney's Office will require listening to the unique needs of a large office and making modifications as necessary to our current project planning structure.

- The impact and risks of transitioning from one application to another will be user acceptance and backlogs that are an inherent during the transition process. This risk will be mitigated by our proven implementation and training strategy. Our training strategy includes training users on "live" data and entering arrest/ charging referrals and updating cases with court events and case dispositions as part of our hands-on training. This greatly reduces, and in some cases, completely eliminates backlogs. This strategy has worked very well in our 150 installations of PROSECUTORBYKARPEL. User acceptance is generally achieved within the first training session.

- Traditional training methods which entails training users several weeks (or months) prior to being able to use the application is counterproductive. Most users will not remember how to use the system if they have to wait a significant period of time while data conversion is completed.

- Commercial applications do not require extensive testing as known defects have already been corrected and are not passed on to the customer. However, based on our experience with similar projects, minor defects are often discovered. This is usually due to the unique aspects of converted legacy data. These minor defects are immediately corrected.

## Project Kickoff & Planning

Karpel Solutions will begin with a project kickoff meeting with designated staff from the Monterey County District Attorney's Office and Monterey County Technology Department. This will be a 5 day on-site meeting where system configuration will begin with an analysis of current business practices, gap/fit analysis, data conversion analysis, interface analysis (if applicable), reporting analysis, document gathering for conversion and formalizing schedules such as data conversion milestones, installation and training.

It is recommended that the Monterey County District Attorney's Office provide members/supervisors from each unit to represent their department. These members will be referred to as system administrators. System administrators do not need a technical background, but must be proficient in all business processes within their unit and the authority to make decisions. The role of the system administrator is to assist with the configuration of the application; perform user acceptance testing; assist with data conversion and system customization review; schedule their staff for training; attend all training with their staff; set and enforce policies and procedures in using the system, and will be the contact person for their unit if a problem arises after implementation and training.

## Pre-Implementation Meeting

90 days prior to "go live"

1. Karpel Solutions will begin training the agency system administrators regarding the best practices developed by implementations of other offices in California and other large offices throughout America.
  2. Karpel Solutions will carefully listen to the system administrators and project managers as they begin documenting the application workflow which will form the basis for the configuration of PROSECUTORbyKarpel.
  3. Determine and gather the documents needed for template creation.
  4. Provide detailed instructions on completing a pre-implementation spreadsheet that will be loaded into the system prior to training. This spreadsheet will contain law enforcement agencies, officers; District attorneys; defense attorneys; judges; court/docket divisions, workflow events, disposition codes and all users of the system. This spreadsheet will contain data received from the first data conversion. Its purpose is for data cleansing.
  5. A schedule for data conversion reviews will be created and included in the project timeline. Milestones will be placed into the schedule to ensure all timelines are met prior to training. We will rely on the system administrators and/or designated power users to review data using our data validation worksheets during the conversion for accuracy.
  6. During the business analysis, a Fit/Gap assessment will be made and incorporated into the project timeline.
  7. A communication plan will be established between Karpel Solutions and the project manager.
  8. A proposed training schedule will be given to the project manager/system administrators that will include training group assignments and training class descriptions. Training will continue for System Administrators throughout the entire timeline. Training for power users and critical data entry personnel will occur only two days before the go live date. Training for most other users will occur on or after the go live date.
  9. Current reports will be reviewed for compliance with required reports deemed necessary by the agency.
  10. Karpel Solutions will review and receive contacts and any data exchange documentation for interfaces as deemed necessary.
- Karpel Solutions will provide a Project Implementation Timeline that will include scheduled meetings; required agency resources; project scope; initial implementation and training plans, and all other deliverables as determined during the project kickoff meeting.

## Business Analysis and Fit/Gap Assessment

Karpel Solutions understands that most customizations to each agency will be data driven through code tables that will be prefilled as defined by each agency. System Options to enable/disable certain features and show/hide system fields will also be part of this custom implementation. It has been our experience that each agency may have different procedures that require some software customization. There may be a data element that we don't currently capture, but is needed for case processing or reporting requirements. Karpel Solutions will perform this business analysis during all five days of the entire project kick off meeting.

1. Karpel Solutions, the project manager and system administrators will review current software functionality and identify areas in which software customization is required. This will be performed on a first data conversion to show how your data looks in the application.
2. The project manager and system administrators will review how case processing occurs in the application and will provide detailed explanations of all noted inadequacies.
3. Karpel Solutions will most likely make the required software customizations, depending on the scope of the customization, at no cost to Monterey County as we have for all other implementations. Depending on the scope of the modification, any changes to the timeframe will be mutually agreed upon by Karpel Solutions and Monterey County.

## Application and Database Installation

60 days prior to "go live"

1. Monterey County will establish a secure VPN connection allowing Karpel Solutions access to the legacy application server to retrieve data for conversion.
2. Karpel Solutions will install the application database to the HOSTEDbyKarpel site and upload the second data conversion files along with completed software customizations.
3. Karpel Solutions will upload the client remote support tool to the County server. Karpel Solutions or Monterey County IT support will install the client remote support tool, perform application testing, operating system and browser compatibility test and MS Office compatibility/document generation tests on all agency workstations.

## Data Conversion and User Acceptance Testing

60 days prior to "go live"

1. The second data conversion will be exported to the Hosted site where it will be imported into our database.
2. Via a 4-hour webinar, Karpel Solutions, the designated system administrators and project manager will review the data for inaccuracies using our data validation spreadsheets. Completed system customizations will also be reviewed.
3. Karpel Solutions will continue to train system administrators and the project manager how to use the basic functions of the application during this webinar to being user acceptance testing.
4. System administrators and the project manager will receive a user ID and password to access the application for data conversion review, system customization review and user acceptance testing. Inaccuracies will be reported to Karpel Solutions by the project

## Training and go live

The project manager will notify Karpel Solutions of the completion of user acceptance testing and to proceed with scheduled training.

1. System administrators and the project manager will finalize user acceptance testing against converted data in the application.
2. Any defects will be immediately reported to Karpel Solutions.

## User Acceptance testing 7 days prior to "go live"

We will work closely with the Monterey County IT department and the project manager to retrieve data from the County's server for data conversions. We will schedule on-line demonstrations with the project manager and designated system administrators to review data conversion and system customization accuracy as outlined in the project timeline.

5. Via a second 4-hour webinar, Karpel Solutions and the agency will review the most critical document templates, such as charging instruments, subpoenas and victim/witness letters. All other documents may be tested by System Administrators after this webinar and report document conversion issues to Karpel immediately to be correct by Karpel Solutions.
6. Typically, many subsequent data and document review webinars are held as items reported by the System Administrator are corrected.
7. Once data accuracy and user system testing is approved by the project manager/system administrators, the data conversion will be complete awaiting the final data cut for general training and go live.

**Monterey County Staff and Time Requirements**

Karpel Solutions will require one project manager from Monterey, preferably a Deputy District Attorney or Chief Deputy District Attorney to set policies and procedures throughout the course of this project. It is recommended that system administrators be supervisors of their respective unit and the authority to make decisions.

Below is an outline of the tasks/service and estimated time required by Monterey District Attorney's Office. The time estimate will occur throughout the 120 day project timeline.

Task	Staffing (Number/Type)	Capabilities, Skills, Knowledge	Time
Business analysis, project management/Set policies, Workflow Management configuration/data	1 project manager	Business operations/decision making authority	30 days
Workflow Management configuration, data validation, data auditing	Possibly 5/ System Administrators (1 representative from each Unit)	Business operations/decision making authority	30 days
Data validation, data auditing	10/ power users (2 representative from each Unit)	Business operations	40 hrs * average

Karpel Solutions requires assistance from local county Information Technology staff to perform server/workstation assessments; provide current legacy data cuts for data conversion and provide a VPN connection for remote installation. It is the option of the customer to have local Information Technology to install the PROSECUTOR by KARPel remote access support tool on all workstations and perform operating system / browser compatibility check and document generation/MS Office compatibility testing. Karpel solutions will require assistance with all interface development and testing by county Information Technology staff.

During implementation, we rely on county Information Technology assist with setting up a training area, provide network access to the trainer and assistant trainers, and to be available for any network issues that may arise. After implementation, we rely on county Information Technology to ensure that the database and associated program files are properly backed up.

**Proposed Statement of Work**

The following Implementation Timeline is a generalization of our current implementation plan. Each implementation is unique and requires some additional requirements worked into the timeline. Our Implementation Timeline is built around the "go live" date. Specific milestones and deadline dates are worked into the plan in order to meet this date.

Task Description	Deadline	Days out
PROSECUTOR by Karpel Implementation Timeline Agreement		
Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Server and 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.	Mm/dd/YYYY	120
Server & PC assessment completed by local IT support. Necessary hardware or software is ordered to meet PBK Installation Prerequisites.	Mm/dd/YYYY	100
Teleconference Status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting agenda and timeline agreement.	Mm/dd/YYYY	100
<b>5 Days On-Site pre-implementation meeting</b> with Project Manager and System Administrators (one system administrator must be a policy setting attorney). This meeting will begin with PBK application overview, Legacy Application Analysis. <u>1st Data Conversion</u> is reviewed on Karpel servers along with the PBK Pre-load worksheets. Agency Document Templates are received. System Administrator training begins. Workflow pre-configuration is conducted. Interfaces are defined and analyzed.	Mm/dd/YYYY	90
Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	Mm/dd/YYYY	60
Server Connection Credentials to the PBK application server are given to Karpel. Installation of SQL and PBK on the server by Karpel will begin. 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	Mm/dd/YYYY	60

					generation, Outlook Calendaring and email on each workstation.
	Mm/dd/yyyy	Teleconference status meeting with Karpel and agency project manager will occur to discuss pre-load completion and workstation application installation and testing.			
45	Mm/dd/yyyy	The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PBK Pre-Load Spreadsheet. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.			
30	Mm/dd/yyyy	Training Schedule is completed with assignment of all office staff to specific training sessions. Please note: The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified by the agency project manager.			
30	Mm/dd/yyyy	2nd Data Conversion Review Webinar - Karpel will install the preliminary data conversion on the Agency's pre-production site for this Webinar including completed Document templates and Event Entry Configuration. Agency will begin validating the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will begin. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin testing of all application interfaces.			
21	Mm/dd/yyyy	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.			
14	Mm/dd/yyyy	Complete installation and testing of all workstations by Karpel Solutions or local IT support.			
7	Mm/dd/yyyy	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.			
5	Mm/dd/yyyy	Karpel trainers arrive at the Training Room. Final Configuration of PBK is performed with all System Administrators present. User Training begins with first two groups of users.			



Mm/dd/yyyy	Final Legacy Data received by Karpel.	
Mm/dd/yyyy	Final Legacy Data conversion is loaded. User training continues. Agency begins using PBK in a live state.	Go Live
	Onsite Post Implementation support continues for 2 weeks after go live.	10 days from go live

The commitment of each agency system administrator, specifically the agency project manager will determine the success of the implementation. Karpel Solutions will work closely with the system administrators and project manager to support them during this time for a successful implementation. Since the implementation timeline is based on a "go live" date, there will be minimal variations to the timeline during the life of the Project Implementation Timeline. In 150 installations of PROSECUTORBYKARPEL, we have only rescheduled one customer's "go live" date. If extenuating circumstances occur with the agency that would prevent them from meeting the required "go live" date, a new date will be established and the implementation Timeline will be revised to reflect the new date based on the availability of Karpel Solutions.

### Training

PROSECUTORBYKARPEL training is on-site, instructor led and hands-on. All users, including support staff, attorneys, designated system administrators and project manager are trained together by a seasoned Karpel instructor.

The trainer leads the instructions using a projector to clearly demonstrate the policy decisions made by Monterey County System Administrators during the implementation process so users can see exactly how the application is to be used in Monterey County. Step-by-step instructions are given during our hands-on portion of each 4 hour training session. We encourage training with live data. This means data conversion is completed prior to the first general training session. Users will enter defendants/clients, witnesses, initial arrest/charging referrals and create cases in the system during their first training session. They will update cases with hearing dates and dispositions during their second training session. Two, 4-hour sessions are all that is required for most users.

A training facility that can accommodate up to 30-35 users, with one computer per every two users is desirable. The training room must be networked to the server running the application with the availability for the trainer and assistant trainers to access the network.

### Proposed Training

The training for the Monterey District Attorney's Office will be similar to other large office implementations. Users will be assigned to groups. The first two groups will be the power users such as intake personnel and their charging/reviewing attorneys. The first training session will consist of adding arrest/charging referrals, charges, witnesses and creating a cases. The second training session will consist of adding case events, court dates, dispositions and sentencing. Each group will alternate

between two 4-hour training sessions within the first two days of training, usually Thursday and Friday prior to go live during the first of three training weeks. These users will be trained on recently converted data, but it will not be the final cut of the data conversion. Users will bring with them actual arrest/charging/case referrals as they will enter them into the system during our hands-on training exercise. After their four hour session, they can re-enter the data into the legacy system or wait to re-enter after go live. After the first two days, all intake personnel and charging/reviewing attorneys will be fully trained. A final data conversion will be completed over the weekend and the newly trained users can begin using the system in their respective units the following Monday while other users are trained. At the end of all user training, system administrators will receive one day of additional system administration training.

Group training allows an office to remain open to handle the day-to-day business operations throughout the training period. You will assign a mix of attorneys, support staff, victim/witness coordinators, investigators and system administrators into each group. Group scheduling will determine which attorneys are available for court, support staff available to handle daily office operations, etc. This training strategy has been successfully used in all previous implementations of PROSECUTORBYKARPEL. Below is an example of the training schedule proposed for Monterey County.

Training schedule

Prosecutor By Karpel Training Schedule- Group Training	
<i>Each session is approximately 4 hours long.</i>	
Tuesday, 8:00 a.m. to 5:00 p.m.	System Admin training - Review Pre-load configurations , Finalize system configuration
	Users--System Admins only
Wednesday, 8:00 a.m. to 5:00 p.m.	System Admin training- data review, system overview, staff training preparation.
	Please have a system administrator attend all training sessions.
	Users--System Admins only
Thursday, 8:00 a.m. to 12:00 p.m. Group 1	Train with first data cut
	Overview - Case Initiation - Arrests - Charges - Witnesses
	Group 1 & 2 (intake/charging attorneys and critical data entry personnel)
Thursday, 1:00 p.m. to 5:00 p.m. Group 2	Overview - Case Initiation - Arrests - Charges - Witnesses
	Friday, 8:00 a.m. to 12:00 p.m. Group 1
	Event Entry - Docket Control - Disposition - Sentencing
	Friday, 1:00 p.m. to 5:00 p.m. Group 2
	Event Entry - Docket Control - Disposition - Sentencing
	Weekend--Final Data Cut
	Event Entry - Docket Control - Disposition - Sentencing

Monday – Thursday of Week 3 – Onsite follow up support throughout the offices for additional post implementation support.

Ad-hoc reporting with SSRS (SQL Server Reporting Services) is available after the post implementation transition period. This period is usually 30 – 60 days after all user training is completed. Ad-hoc report training can be scheduled after this time period at the discretion of Monterey County.

	Monday, 8:00 a.m. to 12:00 p.m. Group 3	Train with LIVE data
	Monday, 1:00 p.m. to 5:00 p.m. Group 4	Overview - Case Initiation - Arrests - Charges - Witnesses
	Tuesday, 8:00 a.m. to 12:00 p.m. Group 3	Event Entry - Docket Control - Disposition - Sentencing
	Tuesday, 1:00 p.m. to 5:00 p.m. Group 4	Event Entry - Docket Control - Disposition - Sentencing
	Wednesday, 8:00 a.m. to 12:00 p.m.	Victim Services - Restitution - Supplemental User Training
	Wednesday, 1:00 p.m. to 5:00 p.m.	Juvenile --- Juvenile users - Supplemental User Training
	Thursday, 8:00 a.m. to 5:00 p.m.	User security maintenance - Template creation - Reports
	Friday, 8:00 a.m. to 12:00 p.m.	Users - System Admins
	Friday, 8:00 a.m. to 12:00 p.m.	System Maintenance - charge Maintenance
	Friday, 1:00 p.m. to 5:00 p.m.	Users - System Admin
	Review-Follow up issues	
	Users - System Admin	

1. General Conditions – The parties agree to the general conditions described in Exhibit A "General Conditions", attached hereto and incorporated herein by reference as if set forth in full at this point.

**NOW THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

**WHEREAS**, in accordance with Government Code 31000 special administrative services may be contacted;

**WHEREAS**, Contractor has skills and products than cannot be readily produced by County civil service employees; and

**WHEREAS**, Contractor has certain prior experience in providing such services and support, and has qualified staff who are trained, experienced, expert and competent to provide special professional services for the appropriate fees and the terms and conditions hereinafter set forth; and

**WHEREAS**, County is in need of District Attorney Case Management System ("System"), related professional services, training, and support to meet the needs and requirements of the County; and

WITNESSETH:

THIS CONTRACT FOR INFORMATION TECHNOLOGY SERVICES ("Contract") is made and entered into by and between the County of San Luis Obispo ("County" or "Licensee"), a public entity in the State of California, and , and Karpel Solutions, Inc. ("Vendor" or "Contractor").

**INFORMATION TECHNOLOGY SERVICES**

**FOR**

**CONTRACT**

Gerald T. Shea  
District Attorney

Daniel A. Hillford  
Assistant District Attorney

Timothy S. Covello  
Chief Deputy District Attorney

Jerret C. Gran  
Chief Deputy District Attorney

**OFFICE OF THE DISTRICT ATTORNEY  
County of San Luis Obispo**



2. Special Conditions – The parties agree to the special conditions described in Exhibit B “Special Conditions” attached hereto and incorporated herein by reference as if set forth in full at this point.

3. Professional Services – Contractor agrees to perform professional services and the parties agree to the terms and conditions related to said professional services in Exhibit C “Statement of Work”, attached hereto and incorporated herein by reference as if set forth in full at this point.

4. Deliverables – Vendor agrees to supply the items denoted as in Exhibit C “Statement of Work” summarized in Table-1 “List of Vendor Deliverables”.

5. Other Exhibits – The following Exhibits are attached hereto and incorporated herein by reference:

- Exhibit D – Case Management System Contractor Support Agreement
- Exhibit E – Case Management System Contractor Compensation
- Exhibit F – Case Management System Contractor Proposal Response to County's RFP #1159
- Exhibit G – Requirements Confirmation Spreadsheet
- Exhibit H – Confidentiality Agreement

6. Term of Contract (Delivery) - This Contract shall commence on or about October 1, 2012 and shall terminate on December 31, 2016 unless said work is completed on a date prior thereto or unless terminated earlier as provided therein. Projected “go-live” date for the System will be in October 2013.

7. Term of Contract (Support and Maintenance) - The performance of the ongoing Support Agreement as defined in Exhibit D shall commence upon system acceptance by the County and shall terminate pursuant to the term(s) of said agreement. First year support and maintenance is included in the quoted price and will begin upon final system acceptance by the County. After the completion of the first year of Support and Maintenance, and on the subsequent second and third annual anniversary, County shall continue to pay the annual support and maintenance fee established in this Contract. County reserves the option to continue to pay annual support and maintenance for the fourth and fifth years at the fee established in this Contract.

8. Notices – Written notices required in this contract shall be provided to:

COUNTY  
Gerald T. Shea  
District Attorney  
County of San Luis Obispo  
Office of the District Attorney  
County Government Center, 4th Floor  
San Luis Obispo, CA 93408

CONTRACTOR  
Jeff Karpel  
President  
Karpel Solutions, Inc.  
5714 S. Lindbergh Blvd, Suite 200  
St. Louis, Missouri 63123



**CONTRACTOR:**

Karpel Solutions, Inc.

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

Authorized Signatory

Date

**NOTARIZATION**

STATE OF \_\_\_\_\_ )

) SS.

On \_\_\_\_\_ before me, (here insert name and title of the officer), personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: \_\_\_\_\_

COUNTY:

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Approved as to form and legal effect.

Warren Jensen, County Counsel

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

Deputy County Counsel

Date \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

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

Chair, Board of Supervisors

Date \_\_\_\_\_

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

County Clerk and Ex-Officio Clerk  
Of the Board of Supervisors

Date \_\_\_\_\_



**EXHIBIT A – GENERAL CONDITIONS**

1. **Independent Contractor.** Contractor, its officers, agents, employees, contractors and subcontractors, shall be deemed to be an independent contractor of County at all times during this Contract. Nothing in this Contract shall be construed as creating a civil service employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides goods and/or services; provided, however, Contractor's services, if any, shall be provided in a manner consistent with all applicable federal, state, and local rules, laws, statutes, standards and regulations governing such services.
2. **No Eligibility for Fringe Benefits.** Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, dental, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee. The only performance and rights due are those specifically stated in this Contract or existing as a matter of law.
3. **Warranty of Contractor.** Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract, all permits, registrations and licenses, if necessary, to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of the services, if any, provided under this Contract
4. **Compliance with all Laws.** Contractor warrants that Contractor will observe, comply with, and cause all of its agents and personnel to observe and comply with all federal, state, and local laws, rules, regulations and orders applicable to Contractor in Contractor's performance under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.
5. **Power and Authority of Contractor.** If Contractor is a corporation or a limited liability company, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California and have an agent for service of process in California.
6. **Assignment, Delegation or Subcontracting of Contract.** Contractor shall not assign any of Contractor's rights, delegate any of Contractor's duties, or

subcontract any portion of Contractor's obligations under this Contract without the prior written consent of the County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under this Contract. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County. If subcontracting is approved by the County, Contractor shall remain primarily liable for all of its obligations under the Contract. Contractor is responsible for payment to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations.

**7. Standard of Performance.** The parties acknowledge that the County, in selecting Contractor to provide the goods and/or services hereunder, is relying upon the Contractor's reputation for excellence in the delivery of such goods and/or the performance of the services required hereunder.

**8. Key Project Personnel.** Contractor shall make every effort to ensure that key personnel, if any, identified in this Contract are available to support the administration of this Contract and are not diverted from the project without prior written notice to the County. Key personnel are those individuals working for the Contractor who are determined to be central to the management of the project and implementation of the scope of work under this Contract. Should such individual or individuals no longer be employed during the term of this Contract by Contractor, County shall have the right to terminate this Contract on thirty (30) days' written notice. Contractor agrees to identify in writing the members of the project team for Contractor at the time of the signing of this Contract. The County shall have the right to approve key personnel and all other members of the project team, and to request removal and replacement with cause of any member for a lawful reason. The County reserves the right to require a change in Contractor's personnel assigned to this project if the assigned representatives are not, in the County's opinion, meeting its needs adequately and/or timely.

**9. Waiver.** No delay or failure on the part of any party to this Contract in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

**10. Nondiscrimination.** Contractor agrees that it will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, age, color, ancestry, religion, sex/gender, sexual

orientation, mental disability, physical disability, national origin, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, playoff, rates of pay or other forms of compensation. Contractor shall not discriminate in providing the goods or services under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving the County a right to terminate this Contract for cause.

11. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, liability, loss, injury, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the negligent or wrongful acts or omissions relating to Contractor's performance of any obligation or duty provided for or relating (directly or indirectly) to this Contract, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County, provided that (a) the County promptly notifies Contractor for any claim for which it intends to seek indemnity under this Section ("Claim"), (b) the Contractor has the opportunity to assume and control the defense of any such Claim, and (c) the County agrees to provide reasonable cooperation (if necessary) to Contractor in its defense of such Claim.

12. **Late Payment of Charges or Fees.** The Contractor acknowledges and agrees that the County will not pay late payment charges.

13. **Payment.** Payment shall be made according to the compensation plan on Exhibit E Case Management System Contractor Compensation. Payment shall be net thirty (30) Days from the date of installation and acceptance of the goods and services ordered, or net thirty (30) days from an undisputed invoice date, whichever is later.

Sales tax, if any, shall be noted separately on every invoice. Items not subject to sales tax shall be clearly identified on the invoice. Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received upon this Contract and such payment shall be identified under the Contractor's federal and state identification numbers(s). The County does not pay Federal Excise Taxes. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County, in writing. Payment by County, or the receipt by Contractor of such payment, shall not relieve Contractor of its obligations under this Contract. Electronic transfer of funds is an optional method of payment made to the Contractor's bank account with a financial institution. Should Contractor choose Electronic Transfer of Funds as the method of payment, then payment is deemed to have been made when the County initiates the electronic fund transfer. In the event Contractor receives

payment for product or services, which payment is later disallowed by the County pursuant to state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, County may offset the amount disallowed from any payment due to Contractor under any agreement with the Contractor.

14. **Disputed Payments.** If, due to either an issue with the charges on an invoice or the Contractor's failure to perform its obligations under this Contract, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, and (b) the County delivers a written statement to Contractor within ten (10) days of the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the County.

15. **Fiscal Controls.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the *Auditor-Controller Contract Accounting and Administration Handbook*, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

a. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo, California, 93408,  
b. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

16. **Audit Rights.** Pursuant to Government Code section 8546.7, every County contract involving the expenditure of funds in excess of \$10,000 is subject to examination and audit of the State auditor. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit. County shall advise Contractor if it becomes aware of such audit at least fourteen (14) days prior to the commencement of the audit. All payments made under this Contract shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. This provision is in addition to any other inspection and access rights set forth in this Contract.

17. **Tax Information Reporting.** Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

18. **Availability of Funding.** The County's obligation for payment of any contract beyond the current fiscal year end is contingent on the availability of funding. No

legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance. If the County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide goods and/or services under this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount. County shall provide, in good faith and if reasonably practicable to do so, notice to Contractor at least thirty (30) days in advance of such termination pursuant to this Section.

19. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best and Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.

Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

a. The County, its officers and employees, are named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.

b. The insurance provided herein shall be considered primary coverage to the County with respect to any insurance or self-insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.

c. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

a. "The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County."

b. "The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

Workers' Compensation/Employer's Liability Insurance. Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy: "Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County." Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

Deductibles and Self-Insurance Retentions. All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.

Documentation. Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

Absence of Insurance Coverage. The County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense.

20. Lien, Claims and Encumbrances. Contractor represents and warrants that all goods and materials ordered and delivered under this Contract, if any, are free and clear of all liens, claims or encumbrances. Title to the material and supplies purchased shall pass directly from Contractor to County subject to the right of County to reject upon inspection of receipt.

21. Force Majeure. Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay, including the particulars in reasonable detail of the cause of the inability. The party delayed shall use commercially reasonable efforts to correct the cause of the delay, if correctable, and if the condition that

caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

22. **Signatory Authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.

23. **Nondisclosure.** All reports, information, documents, data, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Furthermore, Contractor is prohibited from disclosing reports, information, documents, data, or any other materials the County has provided or created. Such reports, information, documents, data, or any other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall be the sole decision-maker regarding whether and how to release information according to law.

24. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.

25. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract, are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

26. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement shall be strictly reserved to the County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

27. **California Public Records Act.** The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County as part of the proposal process, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information as "CONFIDENTIAL AND PROPRIETARY" and identify the specific pages and sections containing the information. In the event of a request for documents under the CPRA, the County will make reasonable efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents or portions thereof are exempt from the CPRA and desires to

prevent such disclosure, Contractor is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in San Luis Obispo County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within the County's deadline to respond, the County may disclose the requested information without obligation to Contractor. If Contractor instructs County to withhold the requested documents, Contractor shall defend, indemnify, and hold the County harmless against any resulting claim, action or litigation, provided that (a) the County promptly notifies Contractor of any claim for which it intends to seek indemnity under this Section, (b) Contractor has the opportunity to assume and control the defense of the claim, and (c) the County agrees to provide reasonable cooperation, if necessary, to Contractor in Contractor's defense of the claim.

If the County receives a CPRA request regarding the goods and/or services provided pursuant to this Contract, and believes that some of the information sought may be exempt from disclosure, the County may notify Contractor of the request. If such notification is made, County will make reasonable attempts to confer with Contractor regarding an appropriate response to said request. If Contractor contends that any documents are Contractor's confidential or proprietary material, exempt from the CPRA and/or not subject to the CPRA, and Contractor wishes to prevent disclosure of said documents, Contractor shall instruct County to withhold said documents and/or seek any judicial remedies available to Contractor including, without limitation, a protective order. If Contractor fails to respond to County in writing prior to the County's deadline for responding to the CPRA request, the County may disclose the requested information under the CPRA without liability to the County. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) that may result from full or partial denial of a CPRA request involving Contractor's records.

**28. Non-Exclusive Agreement.** This Contract does not establish an exclusive relationship between the County and the Contractor. The County expressly reserves all its rights, including but not limited to, the right to utilize others to provide products, support and/or service; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support, or service.

**29. Use of County's Name for Commercial Purposes.** Contractor may not use the name of the County or reference for any endorsement from the County in any fashion or for any purpose, without the prior written consent of the County as provided by the District Attorney.

**30. Counting Days.** Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

**31. Time is of the Essence.** Time is of the essence in the delivery of the goods and services by Contractor under this Contract. In the event that the Contractor fails to



deliver goods, services, or support on time, and such failure is solely the fault of Contractor, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the deliver goods, services or support elsewhere and the Contractor shall be liable for the difference between the price in the Contract and the cost to the County. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under the Contract with the County. The County's rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

32.

**Termination for Cause.** If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to the public's health and safety, the County may immediately terminate the Contract. In addition, County shall have the right to terminate this Contract for cause upon written notice to the Contractor. County shall specify in its notice the reason and the effective date of termination. For purposes of this Contract, for cause shall include, but not be limited to, the following:

- a. Failure to perform under this Contract to the satisfaction of the County; or
- b. Failure to fulfill in a timely and professional manner Contractor's obligations under this Contract; or
- c. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
- d. Failure to comply with federal, state, or local laws, rules, and/or regulations; or
- e. System continues to exhibit defects causing serious disruption of use and/or repeated periods of downtime, notwithstanding Contractor's remedial or maintenance efforts, over a continuous period of 60 days; or
- f. Failure to enter into an Escrow Agreement; or
- g. Failure or refusal to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

All obligations to provide goods and/or services shall automatically terminate on the effective date of termination. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

33. Once the County has paid in full the agreed license fee for the Software and all associated implementation work, County shall have a perpetual, irrevocable, nonexclusive, fully-paid, royalty-free license to use and modify the Software.

33. **Termination for Convenience.** The County may terminate this Contract at any time by giving the Contractor at least ninety (90) days written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The County shall deliver to the Contractor a notice specifying the date upon which such termination will become effective, which shall be at least ninety (90) days after the date of the notice. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts. Once the County has paid in full the agreed license fee for the Software and all associated implementation work, County shall have a perpetual, irrevocable, nonexclusive, fully-paid, royalty-free license to use and modify the Software.

34. **Liquidated Damages.** Delays in Major Milestones. Contractor and County will agree upon a written Project Schedule with milestone completion dates. Contractor acknowledges and agrees that time is of the essence, and agrees to make every reasonable effort to complete the Project in accordance with the Project Schedule and all applicable schedules. Since County will be damaged if the System is not completed according to the Project Schedule, County shall be entitled to compensation for any failure by Contractor to meet its obligations hereunder in strict accordance with such schedules. It is and will be difficult and impractical to determine the actual damage the County will sustain by reason of such delay; it is therefore agreed that County will be entitled to a refund of one-half of one percent (.50%) of the Contract Price for every 30 days past a milestone Project Schedule deadline, in addition to and not in limitation of any other lawful remedies that may be available to the County under this Contract and/or the law. If Contractor fails to pay said liquidated damages, the County may deduct the amount thereof from any money due or that may become due the Contractor under the terms of this Contract. County is not entitled to compensation under this Section for failure by the Contractor to meet its obligations that are the result of County not meeting their Project obligations and/or milestones.

Delay in Final System Acceptance. All time limits stated in the Contract are of the essence. Should, by fault of the Contractor, the Project not be completed and accepted within thirty (30) days after the scheduled Final System Acceptance date, unless otherwise agreed upon in writing, it is mutually agreed by and between Contractor and County that a delay would seriously affect the public and the operation of the County's District Attorney's Office. Accordingly, County and Contractor agree that Contractor shall pay to County, the amount of \$1,000 per calendar day as damages for breach of this Contract, which is the nearest measure of damages that can be fixed at this time due to the difficulty and impracticability of determining the actual damage the County will sustain by reason of such delay. This paragraph shall not limit the County's right to pursue any other lawful remedy available to the County under the law, at equity or pursuant to this Contract. If Contractor fails to pay said liquidated damages, the County may deduct the amount thereof from any money due or that may become due the Contractor under the terms of this Contract. County is not entitled to compensation under this Section for failure by the Contractor to meet its obligations that are the result of County not meeting their Project obligations and/or milestones.

Other Breaches. In the event Contractor materially breaches this Contract and County terminates on that basis, Contractor will pay County, as liquidated

damages, \$50,000. The parties agree that the damages set forth in this section are liquidated damages and not penalties and that they are reasonable in light of the harm that will be caused by breach, the difficulties of proof of loss, and the inconvenience and infeasibility of otherwise obtaining an adequate remedy.

35. Termination for Bankruptcy. If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Contract immediately without penalty. For the purposes of this section, bankruptcy shall mean the filing of a voluntary or involuntary petition for bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the Contractor's duties under this Contract.

36. Bankruptcy/Insolvency License Vesting Rights. All licenses granted to County under or pursuant to this Contract are and shall be deemed to be, for purposes of any formal insolvency proceeding and pursuant to Section 365(n) of the U.S. Bankruptcy Code, valid and presently existing licenses of rights to intellectual property as defined under Section 101 of the U.S. Bankruptcy Code, as amended. The parties agree that the County, as a licensee of such rights under this Contract, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code, as amended, including rights to obtain source code.

37. Addenda. County may from time to time require changes in the scope of the Services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and

between County and Contractor will be effective when incorporated in written amendments to this Contract.

38. **Power to Terminate.** This Contract may be terminated by the San Luis Obispo Office of the District Attorney without the need for action, approval, or ratification by the County's Board of Supervisors.

39. **Delegation of Authority.** The Board of Supervisors delegates to the County of San Luis Obispo District Attorney the authority to amend the Contract to extend the term of this Contract, delete goods or services, provide for additional goods and/or services and/or increase compensation to Contractor in an amount not to exceed the lesser of the following amounts: ten percent (10%) of the Contract total or twenty-five thousand dollars (\$25,000.00). The Board of Supervisors delegates the authority to the County of San Luis Obispo District Attorney to amend this Contract to extend its term up to one additional year. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the delivery of the goods and/or commencement of services or extension of the Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the County of San Luis Obispo District Attorney.

40. **Disentanglement.** Contractor shall cooperate with County and County's other contractors to ensure a smooth and timely transition at the time of termination of this Contract, regardless of the nature or timing of the termination. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely transition to ensure that there is no interruption of any services required under this Contract and there is no adverse impact on the supply of goods, material, and/or services. Contractor shall provide County with all information regarding the goods and/or services or its otherwise needed for the disentanglement. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, held by Contractor, including extracting data in a format that allows the data to be imported into any new program specified by the County. Such extraction shall be paid by Contractor if the Contract is terminated due to Contractor's breach.

41. **Bankruptcy.** In the event Contractor shall cease doing business, shall be declared bankrupt or shall fail to perform its obligations under this Contract, or if any software supplied to County is no longer protected by the laws respecting proprietary interests, then the license granted under this Contract shall, at the option of the County, terminate upon ten (10) days' notice by the County, and all right, title and interest in the System software shall immediately be vested in County, without the payment of any compensation to Contractor.

42. **Escrow.** County and Contractor will execute an escrow agreement with a mutually agreeable third party escrow company within thirty (30) days after the effective date of this Contract. Contractor shall maintain a current copy of all software source code and any and all new releases and updated versions for the software and in the escrow account. Contractor must also deposit all documentation

necessary to enable a person of reasonable skill with software to compile and build machine-readable code for the software, to maintain the software, and to fully operate the software. Promptly after release of any update, upgrade, patch, bug-fix, enhancement, new version, or other revision to the software, Contractor will deposit updated source code and documentation with the escrow agent. Contractor will also provide source code and documentation for all customization and special functions, and all associated intellectual property rights, shall become the property of the County (collectively, the "Deposit Material").

The Deposit Material is to be released to the County in the event that the Contractor:

- Is no longer in business; or
- Makes source code available to any other user of the Software; or
- Ceases to maintain the Software; or
- Fails to maintain the Software for a period of forty (40) or more days after the County's written notice to Contractor of the breach of the maintenance obligation; or
- Is unable to pay its debts as they mature in the ordinary course or makes an assignment for the benefit of creditors; or
- Declares or has instituted against bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings under any federal or state law; or
- Failure of Contractor to function as a going concern; or
- Fails to support new releases of the operating system or other co-dependent software.

A copy of the escrow agreement shall be kept in the San Luis Obispo County District Attorney's file, but does not need to be attached to this contract or incorporated by reference. The fees associated with the escrow shall be shared equally between the County and the Contractor. The San Luis Obispo Board of Supervisors specifically delegates to the San Luis Obispo County District Attorney the power to sign the source code escrow contracts.

Vendor grants the County a license to use, reproduce and create derivative works from the Deposit Material once the County has paid in full the agreed license fee for the Software and all associated implementation work.

43. **Governing Law.** This Contract shall be construed and interpreted according to the laws of the State of California, without regard to its conflict of law principles. Proper venue for legal actions and proceedings shall be exclusively vested in state court in the County of San Luis Obispo. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of San Luis Obispo and waive all venue objections.

44. **Public Agency Participation.** Other public agencies within the State of California 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 of California located in the State of California. San Luis Obispo 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. San Luis Obispo 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 in the State of California must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

45. **California Title 24, Energy Standards.** Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.

46. **Compliance re: Environmental Laws.** For contracts in excess of \$100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).

47. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

48. **Severability.** Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.

49. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts or memorandums of understandings between the parties to this Contract on the same subject matter and constitutes the entire understanding of the parties. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

50. **Confidentiality.** Contractor shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological information, medical records, personnel records and information, grand jury records, investigative records, security records, probationer records and information, and patient records,

including the names and other identifying information of persons who are/have been victims, probationers, wards of the court, witnesses, defendants, and patients. Contractor shall maintain the confidentiality of all such records, data and information, in accordance with all applicable federal, state and local laws, regulations, ordinances, guidelines and directives relative to confidentiality. Contractor shall inform all of its officers, employees and agents providing services under this Agreement of the confidentiality provisions contained herein. Contractor shall provide to County an executed Agreement regarding Confidentiality (Exhibit H) for each of its employees performing work under this Agreement. With respect to any identifiable records or information concerning any inmate that is obtained by Contractor or any other records and information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise expressly and specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable. Contractor agrees to provide, prior to beginning work on this Contract, fingerprint records (Live Scan or otherwise) for all Contractor's employees who are providing services to County under this Agreement. County will use said records to perform a criminal background check to determine that such employees do not have a criminal history that would disqualify them from working on this project (e.g. felony convictions(s) or misdemeanor convictions of moral turpitude):

**EXHIBIT B – SPECIAL CONDITIONS**

1. **Defined Terms.**
  - a. **System.** The case management system (ProsecutorbyKarpel and its related modules and components) provided and implemented by the Contractor for use by the County, including all required hardware and Software.
  - b. **Software.** The software provided by the Contractor that, together with the hardware and the operating system, comprises the case management system.
  - c. **Services.** All services provided by the Contractor to the County for installation, customization, implementation, training, maintenance and support of the System.
  - d. **Specifications.** The written requirements defined for the electrical, environmental, cabling, Software, data interfaces and other related needs of the proposed case management System. This includes any system capabilities, whether standard or optional, and their associated parameters offered by the proposed case management system.
  - e. **Acceptance.** Acceptance indicates the County believes a defined contractual commitment has been met by the Vendor. This occurs when a deliverable has been submitted to the County in a form that is complete, accurate and of sufficient quality and meets the intended spirit of the contract. County 'Acceptance' of a deliverable must be in written form to be valid and Acceptance is a prerequisite for payment.
  
2. **Acceptance (Services).** Acceptance procedures for the Services will be as set forth in this Section. "Acceptance" shall be defined as the County's written agreement that the implementation is complete such that the processing of live data may be commenced. The County's refusal to provide such written agreement shall constitute a rejection of the implementation as being complete. No payment for the Services will be due before Acceptance thereof. Any notice of rejection will explain how the implementation fails to meet the requirements of this Contract. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable efforts to remedy it promptly. The County, at its sole discretion, will have the option to re-perform the Acceptance test. If the Contractor is unable to remedy the deficiency within sixty (60) days of notice of rejection, the County shall have the option of terminating this Contract in its entirety for default.
  
3. **Acceptance (Systems).** Acceptance procedures for the System will be as set forth in this Section. Upon Contractor's written notification to County that Contractor has completed the installation of any one or more components of the System, and that such components are ready for testing, County shall begin pre-live performance testing in a non-production environment using the test procedures, standards and timelines mutually agreed upon in writing prior to implementation, to determine whether each component meets in all material respects the applicable Specifications and Acceptance Criteria set forth herein.



After County has tested the system for a period of no more than thirty (30) days, County shall notify Contractor in writing that testing has occurred. If County determines that the system does not perform as provided for in this Contract, County shall deliver to Contractor, in writing, a report describing any discrepancies. Contractor shall correct the errors within twenty (20) days after receiving the report. County may then re-test the system for an additional test period of up to ten (10) days, at the end of which the process described above may be repeated, if deemed necessary by the County. In the event the errors or defects are caused by software defects, Contractor will make a good faith effort to resolve the problem through internal or external procedures within thirty (30) days. For purposes of this Contract, a "software defect" shall mean any case management software related issue deemed unacceptable for production use by the County. Should Contractor fail to achieve Acceptable Performance of the System, the County may, at its election, pursue any remedies available to the County including, without limitation, (a) terminating this Contract; or (b) accepting the System at its then level of performance; or (c) permit testing to be further extended for such period as mutually agreed upon by the parties, in writing; or (d) accept those portions of the System that pass the Acceptance Criteria and require Contractor to correct the remaining portions, in which event County shall not be liable for any payments associated with the implementation of such remaining portions until they have been accepted by County; or (e) pursue such remedies as may be available to County at law or in equity.

4. **Manufacturer Warranty.** Any manufacturer warranties for any Products furnished under this Contract shall be passed through from Contractor to the County.

5. **Performance Warranty (Services).** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor represents and warrants that it will provide the Services in a commercially reasonable manner in substantial conformity with as defined in Exhibit C, Statement of Work (the "Performance Warranty"). Except as Warranty does not apply to defects, problems, or failures caused by the County's nonperformance of obligations essential to Contractor's performance of its obligations.

6. **Performance Warranty (Software):** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor represents and warrants that for a period of thirty-six (36) months from the date of the County's acceptance of the Software, that the Software: (a) will be in good operating condition; (b) will perform substantially in accordance with this Contract (including, without limitations, all descriptions, Specifications, and drawings identified in the Statement of Work in Exhibit C, (c) will perform substantially in accordance with all published documentation specifications for the Software; and (d) will be free from material defects in materials and workmanship.

7. **Surreptitious Code.** Contractor represents and warrants that the Software will be free, at the time of delivery, from harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed

to interfere with the intended operation of computers or software), viruses or other program routines designed to erase, corrupt, alter or otherwise harm files, data or other software programs; and back doors that circumvent the system's security by a hardware or software mechanism which is intentionally hidden by designers of the system, often for the purpose of providing access to service technicians or maintenance programmers. Contractor warrants to the County that no copy of the licensed Software provided to County contains or will contain any "self-help code" or any unauthorized code as defined below. The warranty is referred to in this Contract as the "no surreptitious code warranty." As used in this Contract, "self-help code" means any back door, time bomb, drop-dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. It does not include software routines in a computer program, if any, designed to permit an owner of the computer program to obtain access to a licensee's computer System for purposes of maintenance or technical support. As used in this Contract, "unauthorized code" means any virus, Trojan horse, worm, or other software routines or equipment components, designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Contractor will defend the County against any claim, and indemnify the County against any loss or expense arising out of any breach of the no surreptitious code warranty.

8. **Performance Warranty (Hardware):** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor warrants that each Hardware component, when delivered to County, will be new, not previously owned or used, in good operating condition, free and clear from all liens or security interests, and free from defects in material and workmanship. Contractor further warrants that each Hardware component will perform in accordance with the Specifications for a period of thirty-six (36) months from the date of County's acceptance of the Hardware.

9. **Software / Hardware Ownership Warranty.** Contractor warrants that it is the owner of the licensed Software and that it has full right to license to County the (non-exclusive) use of the licensed Software. Contractor further warrants that title to the hardware is good and marketable, and that it has the full right to transfer title of the hardware to County.

10. **Rights to Provide Services:** Contractor warrants that it has the right to provide the Services hereunder, using all computer software required for that purpose.

11. **Intellectual Property Indemnification.** Subject to the indemnification procedures in the next sentence, Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim brought against the County, based on Contractor's alleged infringement of any patent, trademark, copyright or other proprietary rights of a third party, including trade secret rights under the laws of the United States, unless and except to the extent that such infringement is caused by Contractor's compliance with County's specifications or instructions, or Contractor's use of trademarks or data supplied

by County. If any third party makes a claim covered by this Section against the County with respect to which the County intends to seek indemnification under this Section, the County shall give reasonably prompt notice of such claim to the Contractor, including a brief description of the amount and basis therefore, if known. Upon giving such notice, the Contractor shall be obligated to defend the County against such claim, and shall be entitled to assume control of the defense of the claim with counsel chosen by the Contractor, and satisfactory to the County. The County shall cooperate with and assist the Contractor in its defense against such claim in all reasonable respects, at no cost to the County. The Contractor shall keep the County fully apprised at all times as to the status of the defense. Notwithstanding the foregoing, the County shall have the right to employ its own separate counsel in any such action, but the fees and expenses of such counsel shall be at the expense of the County. Neither the Contractor nor the County shall be liable for any settlement of action or claim effected without its consent. Following indemnification as provided in this Section, the Contractor shall be subrogated to all rights of the County with respect to the matters for which indemnification has been made.

**EXHIBIT C – STATEMENT OF WORK**



County of San Luis Obispo  
General Services Agency - Information Technology

**STATEMENT OF WORK**

District Attorney Case Management System

August 23, 2012

**Author:**  
Phil Henry, Project Manager III, PMP  
General Services Agency/ Information Technology  
Project Management Office

Revision and Approval History  
is on the last page of this  
document

INTRODUCTION	28
PROJECT OBJECTIVES	28
STATEMENT OF WORK	29
Task 1 Conduct Project Management	29
Subtask 1.1 Finalize project documents	29
Subtask 1.2 Initiate Project	30
Subtask 1.3 Monitor and Control project	30
Task 2 Review Requirements	31
Subtask 2.1 Requirements Traceability Matrix (Vendor Deliverable 4)	31
Subtask 2.2 On-site pre-implementation Meeting (Vendor Deliverable 5)	32
Task 3 Establish System Environments	33
Subtask 3.1 Document County Infrastructure Requirements (Vendor Deliverable 6)	33
Subtask 3.2 Configure County Computing Infrastructure	33
Subtask 3.3 Install Baseline Vendor System	34
Subtask 3.4 Test and Document Baseline Vendor System	34
Task 4 Configure and Customize Vendor System (Vendor Deliverable 8)	35
Subtask 4.1 Configure User Groups and Accounts	35
Subtask 4.2 Configure System Business Rules	35
Subtask 4.3 Configure System Workflow	36
Subtask 4.4 Configure System Customization and Enhancements	36
Subtask 4.5 Post Go-Live Functionality	36
Subtask 4.6 Create Master Document Templates	36
Subtask 4.7 Configure System Reports	37
Task 5 Perform Data Conversion and Migration	37
Subtask 5.1 Snapshot Existing Data	37
Subtask 5.2 Validate and Refine results	37
Subtask 5.3 Support of Development Environment	38
Subtask 5.4 Perform Final Data Conversion (see go-live)	38
Task 6 Develop Data Exchange Interfaces	38
Subtask 6.1 Vendor IEPD (Vendor Deliverable 9)	38
Subtask 6.2 Develop Data Exchange Interfaces (Vendor Deliverable 10)	39
Subtask 6.3 Test Data Exchanges	39
Task 7 Provide Training	39
Subtask 7.1 Develop Training Plan (Vendor Deliverable 11)	39
Subtask 7.2 Provide System Training (Vendor Deliverable 12)	40
Task 8 Provide Documentation (Vendor Deliverable 13)	41
Task 9 Perform System Test and Acceptance	41
Subtask 9.1 Develop Test Plan (Vendor Deliverable 14)	41
Subtask 9.2 Develop Test Procedures (Vendor Deliverable 15)	42
Subtask 9.3 Perform System Testing	42
Subtask 9.4 System Test Report (Vendor Deliverable 16)	42

Table of Contents

Task 10	Perform Go-Live Activities	43
Subtask 10.1	Develop Go-Live Plan ( <i>Vendor Deliverable 17</i> )	43
Task 11	Perform Post Implementation Review	43
Task 12	Provide On-going System Support and Maintenance	44
Subtask 12.1	Provide Additional Post-Implementation Services	46

*Table 1 – List of Vendor Deliverables 46*

**INTRODUCTION**

This Statement of Work (SOW) describes the project objectives for the San Luis Obispo County (the "County") District Attorney Case Management System (DA-CMS) implementation project. This document specifies all tasks and activities for installation and support of Prosecutor by Karpel (the "System") by the County and Karpel Solutions, Inc. (the "Vendor"). Functional and technical requirements are not directly addressed in this SOW. These requirements details are documented in the Vendor's response and cost proposal to the County's RFP #1159.

**PROJECT OBJECTIVES**

The following objectives extracted from Request for Proposal #1159 are included here for continuity. As a result of this project the County will have a system that meets the following primary objectives:

- The various existing District Attorney applications will be replaced with a single, secure, integrated commercial off-the-shelf (COTS) application that meets the DA's requirements to manage case information as set forth in the requirements appendices.

- All legacy data will be preserved and migrated to the new system.
- Replacement and expanded functionality will be provided for Case Management, Document Processing, Bad Check Processing/Tracking, Victim/Witness Tracking (including tracking and confirming subpoenas), case discovery activities, and case management and statistical reporting.
- All of the above major operational functions will be automated and integrated. A key requirement is to maintain current integration with criminal justice partners and the Superior Court. San Luis Obispo County also wishes to expand the integration with justice partners to gain additional efficiencies.
- Staff will be able to perform word processing functions using data from the system to support document creation and editing for producing filing documents, motions, appeals, jury instructions, correspondence, memos, and similar documents which can be incorporated with a case or downloaded into an electronic or digital paperless file.

- The system will interface with other criminal justice agencies to maintain efficiencies. These include the San Luis Obispo County Justice partners, the Superior Court and other law enforcement agencies in the jurisdiction to maintain efficiencies. NOTE: The data sharing and integration with these systems will mainly impact the CJIS hub (middleware). The DA-CMS Vendor will be shielded from these changes by building interfaces to, and communicating directly with, the CJIS hub.
- DA staff and management will have the ability to track the status of operational activities, including case and defendant information management, meet mandated reporting requirements, collect statistical information, perform discovery tracking, and review and track DA investigative activities.
- Improve efficiency and record keeping in support of DA operational activities.

- Maintain and track any electronic document associated with a DA case.

## STATEMENT OF WORK

This SOW documents the high level tasks and subtasks needed to clearly define the work required to complete this project. Detailed decomposition of the subtasks will be documented in the Work Breakdown Structure (WBS) and Project Plan during project initiation.

### Task 1 Conduct Project Management

This task allows the County to maintain governance and control of the project. The task includes all the planning activities necessary to manage the DA-CMS project, conduct of meetings, delivery of regular status reports, and project monitoring and controlling activities to insure the project stays on schedule and ultimately meets the County's goals and objectives.

### Subtask 1.1 Finalize project documents

The Vendor shall work closely with the County project manager and project team to develop the following project documents.

- **Project Concept (County Responsibility).** The Vendor shall coordinate with the County project manager to complete and review the Project Concept document. This activity will occur during Project Initiation.

- **Project Charter (County Responsibility).** The Vendor shall coordinate with the County project manager to complete and review the Project Charter document. Once approved, the Project Charter is the authority and formal mandate to begin the project. The Project Charter must be approved by the project Steering Committee. This activity will occur during Project Initiation.

- **Project Plan (Vendor Deliverable 1).** The Vendor shall provide a draft Project Plan to the County within two weeks of contract award. The Project Plan will cover all tasks and subtasks outlined in this SOW. The Project Plan shall include a Work Breakdown Structure (WBS). The WBS shall identify for both County and Vendor, task descriptions and activities, target start/end dates, key milestones, responsible resources, equipment, material and dependencies. The Project Plan shall serve as the baseline for contract planning, budgeting, and reporting of cost and schedule status to the County.

- **Project Control Document (Vendor Deliverable 2).** The Vendor shall provide a draft Project Control Document within two weeks of contract award. The purpose of the Project Control Document is to document the Vendor's policies, practices, and procedures used to monitor and control project delivery. The Vendor's policies, practices, and procedures as outlined in the draft PCD will be integrated with those of the County. At a minimum, the Project Control Document shall include and describe the following elements:

- Risk Management
- Software Quality Assurance
- Test Planning



The Vendor shall provide a finalized PCD within two weeks following the project kick-off meeting. The County Project Manager will review and accept the PCD prior to the Vendor commencing further work on this project.

### **Subtask 1.2 Initiate Project**

A project kick-off meeting will be held at the County where roles, responsibilities, next step plans, and actions will be discussed and finalized. During the kick-off meeting the final versions of the Project Concept and Charter will be submitted for approval by the Steering Committee in order to gain authority to proceed with the project.

### **Subtask 1.3 Monitor and Control project**

The Vendor shall monitor and control execution of the project tasks to insure that the project stays on schedule and within budget. The Vendor shall immediately notify the County project manager in the event of developing risks and issues impacting, or having potential impact, on project schedule, scope, budget, resources, and quality.

The Vendor shall maintain an up-to-date version of the Project Plan in Microsoft Project. The Vendor shall track progress and indicate task completion against the timeline. All changes to deliverable time frames which will impact major milestones must be approved at least two weeks prior to the milestone, in writing, by the County's Project Manager. All approved changes shall be reflected using the County Project Management Office's formal Change Management process.

**Monthly Progress Report (MPR) (Vendor Deliverable 3).** Every month, the Vendor shall create a MPR and meet with the County at least monthly to report and review project status. This meeting can either be in person or via webinar at a mutually agreed time. The MPR will outline overall project progress, critical task status (both accomplishments and delays) during the reporting period, any identified problems or issues (so that prompt corrective action can be taken) encountered in the performance of this contract, potential actions that can resolve the problem, and a summary of the activities planned for the next reporting period. A sample MPR is found below. All agendas and meeting materials shall be provided to County participants prior to the meeting and data presented at report reviews will be current within no more than five (5) days.

**San Luis Obispo County District Attorney Case Management System**  
**Vendor Monthly Progress Report**  
**For Period ending dd/mm/YY**  
**Overall Project Status:**  
Provide a brief statement of the Vendor's assessment of the overall status of the DA-CMS project against the tasks and schedule of the approved Project Plan.

<p><b>Summary Of Accomplishments:</b> Provide a description of all activities performed during the reporting period.</p> <p><b>Problem Areas:</b> Describe problems, issues and concerns identified by the Vendor that may impact the project. If appropriate, copies of the Problem Report/Corrective Action Log will be attached.</p> <p><b>Policy &amp; Management Questions:</b> Identify issues requiring resolution or attention.</p> <p><b>Upcoming Activities:</b> Identify scheduled development activities for the upcoming reporting period.</p> <p><b>Prepared By:</b>   <b>Date:</b>   </p>
--

**Task 2 Review Requirements**

The baseline authority for all requirements is contained in RFP #1159 including Appendices A-1 through A-12, and in the Vendor's formal written response to RFP #1159 as submitted on March 21, 2012.

During contract negotiations, the Vendor and County project team will jointly review the RFP and associated requirements Appendices. The goal is to confirm applicability of requirements, and to insure that both parties have a mutual understanding and agreement of the system requirements.

The output of this task will be reflected in updates to the Requirements Appendices, along with any explanatory or clarifying documentation. These updates will be included in the Contract submitted for Board of Supervisor approval. Note: During the project further review of requirements may be needed for clarification.

**Subtask 2.1 Requirements Traceability Matrix (Vendor Deliverable 4)**

Based on the output from Task 2, the Vendor shall develop, deliver, and maintain a Requirements Traceability Matrix (RTM) consistent with the updated RFP #1159 Requirements Appendices. The RTM will list all system requirements and detail how and where they are addressed during the Vendor's system installation, configuration and customization tasks. A draft of the RTM shall be available to use as a tool during Subtask 2.2.

Part One of the RTM will be a spreadsheet of all the requirements listed in the following areas that the Vendor answered affirmatively as a standard feature with a column to be verified by the County.

- A-1 General System
- A-2 Case Management System (CMS) Core
- A-3 Bad Check
- A-4 Discovery
- A-5 Document Processing
- A-6 Work Processing / Document Management
- A-7 Investigations
- A-8 / A-9 Victim-Witness
- A-10 System technical
- Reporting requirements
- Word and Document Processing document template requirements

Part Two of the RTM shall be a spreadsheet of all requirements listed in the RFP with a column for verified by Karpel and a column verified by the County. This spreadsheet will be broken into two sections as follows;

- Pbk enhancements at no cost as designed and requested by the County
- Interfaces

\*Note: The Vendor is responsible for creating IEPD's for all Vendor published data exchanges. The County is responsible for the Court, Sheriff and Probation published data.

The IEPD's shall contain actual XML documents and not manually generated documents. Having sample XML documents (generated by the Vendors software application) reduces the risk and streamlines the development process. In most cases the County will not begin work on subscribing to a Vendor published exchange until the IEPD is completed by the Vendor. The County will review the Vendor's IEPD's for completeness and acceptance.

Creating the County published IEPD's is outline in the County's development plan and part of the implementation phase.

### **Subtask 2.2 On-Site pre-implementation Meeting (Vendor Deliverable 5)**

At a mutually agreed time, the Vendor shall conduct a 5-day on site pre-implementation meeting with the County project team including system administration and technical staff, and key process owner/stakeholders. The purpose of the meeting will be to conduct an overview of the Vendor's application, review the current County DA applications, confirm and document as-is functionality and to-be enhancements (if any), and to review interface and data exchange definitions. The Vendor shall have a draft of the Requirements Traceability Matrix (Subtask 2.1) available as a tool to facilitate this meeting.

During these meetings, the Vendor will discuss each requirement with the County to ensure that both the County and the Vendor have a complete understanding of the requirement. Where appropriate, the County and the Vendor will discuss alternate approaches to implement the requirement that may include procedural changes or workarounds, as well as custom modifications to the software. The

County and the Vendor will reach agreement on the alternative to be pursued (which may include a determination that specific modification or customization to the software will not be performed) and the County staff will be provided with all information and details on how the requirement will be supported by the new system. The Vendor will document the results of the meetings and the specific decisions made with respect to each modification requirement and the Vendor will update the RTM accordingly. *The County must accept all the updates to the RTM from Subtask 2.2 prior to initiating Task 4.*

### **Task 3 Establish System Environments**

The County is responsible for providing the necessary operational computing environment including network, virtual servers, operating system software, disk arrays, SQL servers, desktop computing platform hardware and software requirements, etc., that are needed to meet the capacity and performance requirements specified by the Vendor.

### **Subtask 3.1 Document County Infrastructure Requirements (Vendor Deliverable 6)**

The Vendor shall identify and document all County infrastructure requirements that are needed to support the Vendor system. These shall be documented in the RTM (Subtask 2.1). The output of this subtask will be used to support execution of Subtask 3.2.

### **Subtask 3.2 Configure County Computing Infrastructure**

County GSA/Information Technology and District Attorney Departmental Automation Specialist (DAS) personnel will perform the activities defined below (a through k). Once completed, the Vendor shall review and identify any deficiencies that may impact the performance of their system. The County shall take remedial action to resolve any shortcomings.

- a) Create VPN and remote access accounts for Karpel technical staff
- b) Configure server hardware and operating system
- c) Configure server storage arrays
- d) Configure development (DEV) environment
- e) Configure quality assurance (QA) environment
- f) Configure production (PRD) environment
- g) Configure SQL Server(s) and database instances
- h) Configure Active Directory Interface
- i) Configure Lotus Notes Interface
- j) Configure Server/Operating System administration and security (system level)
- k) Configure end-user workstations (Vendor will supply their workstation configuration scanning tool, and assist the County with the first few workstations for training purposes)

### Subtask 3.3 Install Baseline Vendor System

Once the County computing infrastructure is configured and accepted by the Vendor, the Vendor shall install its system software and all related components and licenses. This task will include the following activities:

- a) Load the Prosecutor by Karpel system software and all related modules and components
- b) Load any third party support (i.e., database and reporting) products needed by the application unless the County has previously installed the products
- c) Create training, development, test and production operating environments on the supplied County computing environments
- d) Configure System Administration and Security
- e) Configure system licensing
- f) Configure system backup and recovery
- g) Configure system licensing
- h) Configure backup and recovery functionality
- i) The Vendor shall coordinate with the County to complete configuration of the COTS application and supporting databases to meet the County Standards and broad functional requirements.

### Subtask 3.4 Test and Document Baseline Vendor System

Once installed, the Vendor shall test, validate and document the baseline system configuration. This activity is a major project milestone and County approval is a required pre-requisite to proceeding with subsequent project activities.

- a) Perform installation acceptance testing to determine proper functionality before delivery to the County for further configuration and/or modification, if needed. This includes tests to ensure that the software is accessible from client workstations.
- b) Demonstrate the Vendor system operates in the County Computing Infrastructure in accordance with the Vendor's system specifications.
- c) The Vendor shall report and fully document the established hardware and software baseline for the accepted installed and configured Licensed Programs as part of the System Baseline and Certification Report (Vendor Deliverable 7). In this report, the Vendor shall address any special considerations that the County should be aware of for subsequent tasks. This can include: network considerations; data control, security and audit procedures; archived historical data; current data purging and data entry criteria; scheduling, disaster recovery, special quality assurance factors and configuration control requirements.
- d) The Vendor shall certify in writing as part of the System Baseline and Certification Report) to the County that the System Environment(s) are ready for formal design and implementation activities. The County will review and approve this baseline document as certifying successful installation of the System Environment. *The County must accept the installed System Environment prior to the Vendor commencing any further work.*

**Task 4 Configure and Customize Vendor System (Vendor Deliverable 8)**

NOTE: This is a major project deliverable. During this task, the Vendor will take the baseline system established in Task 3 and apply configuration and customizations needed to achieve the system functionality to meet County requirements. Although the Vendor is responsible for performing this work, this is a collaborative effort and County I.T. technical personnel and District Attorney process and subject matter experts (SME) will be available to assist the Vendor wherever necessary.

The final output of this task is a fully configured system ready for final user test and acceptance. Note that test and acceptance activities may be on-going and iterative during this task for each area of business functionality before the system is ready for final user acceptance testing.

**Subtask 4.1 Configure User Groups and Accounts**

Working with the District Attorney implementation team, the Vendor shall identify the various business process groups and roles within the District Attorney's Office. Working from there, the Vendor shall identify the system permissions and security settings required to access system functionality needed to perform the work. Functional groups shall then be created within the Vendor system and shall be mapped to corresponding Active Directory Groups for ease of group and user management. Finally, individual user accounts shall be created and those shall be mapped to the group(s) required to provide access to the functionality for individuals to perform their daily tasks.

**Subtask 4.2 Configure System Business Rules**

The Vendor shall configure the system to meet the business rule requirements set out by the County. This task includes, but is not limited to the following items:

- a) Attorneys, Judges and other assigned staff codes
- b) Case types and case status indicators
- c) Case numbering format
- d) Defendant, MNID, Court Case and other number formats
- e) Uniform Crime Charging language
- f) Law enforcement agencies
- g) Court event types, courtrooms and misc. Court codes
- h) Signature and approval authorities
- i) Fees, staff reimbursement rates
- j) System codes, parameters, data field, etc. naming in accordance with County conventions
- k) Staff calendars, court calendars, standard workdays, County and Federal holidays

Particular attention shall be given to each major business process area within the Office of the District Attorney:

- l) Document processing functions
- m) Word processing functions
- n) Bad check – Economic Crime Unit functions

- o) Case Discovery functions
- p) Case Investigations functions
- q) Victim – Witness functions
- r) Attorney functions

#### **Subtask 4.3 Configure System Workflow**

The Vendor shall configure the system workflow management functionality to meet the needs of the District Attorney business processes. This task includes, but is not limited to the following items:

- a) Prosecutor driven events
- b) Court driven events
- c) Calendar driven events
- d) Case status driven events
- e) Document and work processing workflows
- f) Approval authorities
- g) System status, workflow and event notifications – e-mail, user dashboards/to do lists, etc.

#### **Subtask 4.4 Configure System Customization and Enhancements**

The Vendor shall install and configure system customization and enhancements specific to the needs of the County. These include at least the "optional" customizations quoted by the Vendor. The final list will be determined during contract negotiations.

- a) Address sort by description
- b) Associate alias DOB with name
- c) Require agency case # with exceptions
- d) Log all search inquiries
- e) Phonetic search capability

#### **Subtask 4.5 Post Go-Live Functionality**

The Vendor shall develop, install and configure the following functionality at a mutually agreed time following successful go-live of the PBK application.

- a) Karpel hosted eDiscovery service
- b) ePayments interface for the County's ePayment processor (FIS) to support payments eDiscovery
- c) Interface to support County Cjis portal subpoena functionality
- d) Interface to publish DA case rejections

#### **Subtask 4.6 Create Master Document Templates**

Working with District Attorney legal clerk and administrative staff, the Vendor shall create master document templates in the system. The full list of document templates types will be provided by the County during the pre-implementation meeting. This task includes the following:

- a) Create master document templates for each document type
- b) Create automated field imports from CMS relevant to each template (includes "mail-merge" type functionality where required)
- c) Create standard language phrases for optional manual insertion relevant to each template
- d) Configure scanning and OCR functionality
- e) Configure BATES stamping functionality (e.g. Adobe)
- f) Configure document workflow (event configuration)

#### **Subtask 4.7 Configure System Reports**

The Vendor will perform the following tasks to configure system reporting:

- a) Configure the system to provide all standard reports identified in their response to RFP #1159.
- b) Perform a gap analysis against their standard reports offered and the County reporting requirements outlined in Appendix – A2 of RFP #1159 to identify missing reports or incomplete reports. The Vendor will create these reports either by modifying an existing report in the system, or by developing a new report using SQL Server Reporting Services. It is possible some of the reporting requirements may be satisfied by an online search. The process owner will need to review these and approve each replacement.
- c) Where reasonably feasible, the Vendor will configure standard PBK report titles, headings, and other parameters to meet the requirements of the County as agreed by both parties. SQL Server Reporting Services will be used to develop reports County specific reports.

#### **Task 5 Perform Data Conversion and Migration**

The Vendor is required to convert and transfer all data from the County legacy systems to the new system.

#### **Subtask 5.1 Snapshot Existing Data**

The County shall provide the Vendor with an extract of all legacy data (delivery mechanism to be determined). The Vendor shall use their .NET data conversion application to map the County data fields to the Vendor system data fields. Vendor shall note exceptions where no obvious 1:1 matching is possible.

#### **Subtask 5.2 Validate and Refine results**

Working together, the County SMEs and Vendor shall examine the conversion results using the Vendor's data validation sheets for accuracy and completeness. Errors and deviations shall be noted by the County, and the Vendor shall modify their data conversion tool and mapping schema accordingly. Subsequent data conversions shall be run and the process repeated until conversion is complete, error-free, and accepted by both the Vendor and the County.



Particular attention shall be given to CIS Master Name Index Database (MNID) entries because managing this data constitutes a major piece of custom functionality required from the Vendor's system.

### **Subtask 5.3 Support of Development Environment**

The output of the data conversion tasks shall first be loaded into the County's DEV environment. The purpose is twofold; 1) to support the data conversion quality assurance effort in Subtask 5.2 and, b) provide baseline data for system development, training, and early testing.

### **Subtask 5.4 Perform Final Data Conversion (see go-live)**

Immediately prior to system go-live, the activities will cease on the legacy platforms and the data will be frozen. A final data snapshot will be taken, converted, and loaded on the new PRD system in preparation for switch over to the new platform.

### **Task 6 Develop Data-Exchange Interfaces**

This activity shall be performed in close cooperation with the County I.T. CIS applications team. As each County data exchange is developed, the County will publish an Information Exchange Package Document (IEPD) describing the standards and specifications.

Part of the County development effort includes creating the IEPD. The first step of each interface development will be to create the shell of the IEPD. The data exchange will be developed, tested internally and sample xml documents will be created and included in the final IEPD. This approach will be repeated for each County published data exchange. The vendor is expected to do provide the same as each of their published data exchanges are developed.

### **Subtask 6.1 Vendor IEPD (Vendor Deliverable 9)**

The Vendor shall also publish their IEPDs for their system initiated interfaces. (These exchanges are listed in *Interface List v1-0.xlsx*). The IEPDs must conform to the GJXDM Information Exchange Package Documentation Guideline published by the GJXDM XML Structure Task Force ([http://www.it.ojp.gov/documents/global/jxdm\\_iepd\\_guidelines\\_v1\\_1.pdf](http://www.it.ojp.gov/documents/global/jxdm_iepd_guidelines_v1_1.pdf)). These guidelines are posted on the niem.gov website.

The Vendor IEPDs shall also include the following information: (Please note the items that are required (mandatory) by San Luis Obispo County. The County will supply a template IEPD. The final format of the IEPD will be as mutually agreed by the parties.

a) **Purpose and Scope:** Describe the Purpose and Scope of the data exchange. Identify the business event, what triggers the data exchange (mandatory), brief description of the data exchanged and the justice partners or organization involved. The triggering event or action must be described and documented (including a screenshot of the data entered and button

- selected is highly encouraged.) Business scenarios can also be described to help define the purpose and scope.
- b) A data mapping spreadsheet listing the database elements included in the exchange, a brief description (if the column name is cryptic), table name, data type, length, NEM mapping (NEM element name and path). Generate and provide sample xml documents for each Vendor published exchange. These mandatory xml documents must be generated from the PBK software and not from an xml tool or manually created. (Utilizing application created xml documents while developing and testing the exchanges speeds the development process.)
  - c) Qualification methods to verify the interface requirements have been met (These test cases must be documented, created and approved before end-to-end testing will begin and will be included in the Test Plan).
  - d) Approvals.

### Subtask 6.2 Develop Data Exchange Interfaces (Vendor Deliverable 10)

The Vendor will develop those interfaces marked at their responsibility in the *Interface List v1-0.xlsx*.

### Subtask 6.3 Test Data Exchanges

The County CIS team and Vendor will jointly develop a Data Exchange Test Plan. The test plan will include testing methodology and the acceptance criteria used to determine County approval of the interface development tasks. The County and Vendor will conduct end to end tests between the Vendor's application, CIS hub and related justice partner applications to insure all data is properly mapped and the triggers are performing correctly including bi-directional exchanges where relevant.

### Task 7 Provide Training

### Subtask 7.1 Develop Training Plan (Vendor Deliverable 11)

The Vendor shall develop a Training Plan and submit it for County approval. The Training Plan shall contain a synopsis of each training module, provide details of the suggested target audience, duration and provide a list of topics to be covered. Training shall be provided for each of the following functional areas:

- a) **Technical** – targeted at IT technical staff, e.g. network, server, and database administrators, ad-hoc and standard reporting, interface developers, etc. This training includes Server and Client installation instructions and best practices documentation.
- b) **System Administration** -- targeted at County staff performing PBK system administration tasks. Note: This System Administration training will be provided throughout the project.
- c) **General system** – These sessions will give all users an overview of the entire CMS system and will cover general process topics including workflow, case document management access, etc.
- d) Specific functional areas – These focused sessions will give specialized training to targeted user groups for particular process areas, including:
  - i. Bad Check functionality
  - ii. Discovery functionality

- iii. Document processing / Word processing functionality
- iv. Investigations functionality
- v. Victim – Witness functionality
- vi. Document template creation and maintenance functionality
- vii. Report generation functionality
- viii. Triggering data exchanges (for technical staff to conduct integration testing)

**Subtask 7.2 Provide System Training (Vendor Deliverable 12)**

Vendor shall provide training using County training facilities.

For the CMS General User training provided to all DA staff, the plan is to use the Kimball 16 training room (depending upon availability). The Vendor's recommendation is to accommodate one additional "observer student" between every two PCs. This would result in approximately 4 classes of 20 students each.

The following table outlines the approximate numbers of users that must be trained and is broken down by business functional area.

Class Name	Projected # of Students	Duration of Class
CMS Technical System Administrator training	3	4 hours
CMS document template and report creation	4	4 hours
CMS Administrator training	10	4 hours initially and then refresher during entire project
CMS User training (General)	94	8 hours (two 4-hour sessions)
CMS User training (Bad Check)	6	4 hours
CMS User training (Discovery)	4	2 hours
CMS User training (Document/Word Processing)	6	4 hours initially and then refresher during entire project
CMS User training (Investigations)	14	2 hours
CMS User training (Victim Witness)	16	2 hours
CMS ad hoc report training and database overview	3	4 hours

**Task 8 Provide Documentation (Vendor Deliverable 13)**  
The Vendor shall deliver standard system documentation, including all license keys, on electronic media (i.e., CD-ROM or DVD) for all provided programs. The Vendor's license shall provide the County a "right to copy" for their internal use all documentation associated with the system. Documentation shall address the normal operational functions of the software as well as backup and recovery steps and routine maintenance functions. At a minimum, this shall include the following:

- a) User Manual, which details the procedural steps required for the County staff to operate the software via a user's workstation for each business functional area;
- b) System Administrator Manual, which describes the functions to be performed by District Attorney administration personnel for maintaining business processes, workflow, user accounts, permissions, etc.
- c) Technical System Notes and implementation formulary for all essential system components. This shall include documentation for all configurable items as delivered to the County, all special customizations as delivered to the County, database schema, data dictionary and any table/database structure documentation, code tables, etc.
- d) On-line help documentation. The County system administrator shall modify the help files to document system configuration and customization provided for the County. These files shall be installed on the system, and also be provided in an editable format so County personnel can update and enhance online help as necessary.

**Task 9 Perform System Test and Acceptance**

Vendor staff shall be active participants in all formal testing activities, beginning at the unit and module level and progressing through full system testing and final acceptance test. The Vendor shall coordinate with the County to schedule all formal test activities. In no event shall the Vendor commit County resources to a test event or test schedule prior to County approval.

**Subtask 9.1 Develop Test Plan (Vendor Deliverable 14)**

The Vendor shall develop and implement a test and evaluation plan to ensure that all services, deliverables, and documents called for under this contract meet County and contract requirements prior to delivery to the County. Working with County IT and District Attorney personnel, the Vendor shall develop a Test Plan that describes the methodology and approach that will be used by the Vendor to validate that the system meets all the requirements specified in the Contract. The Test Plan shall document test activities, describe the roles and responsibilities of each participant, and shall reference the specific test procedures. The Test Plan shall also document how the Vendor plans to verify that all key functionality (including interfaces) are tested against the Requirements Traceability Matrix and the requirements documents, how problems are documented and tracked through the correction and retesting steps, and how the test results will be reported to the County.

The Vendor shall certify in writing that each level of testing is completely and accurately based upon the County-accepted design and specifications, has successfully completed unit testing, system testing and integration testing, has successfully corrected all identified deficiencies, that the system functions as specified, and that it is ready for final user acceptance testing.

**Subtask 9.2 Develop Test Procedures (Vendor Deliverable 15)**

Working together, the County and Vendor shall develop test procedures for each test activity. Test procedures shall identify each discrete event/step to be accomplished in the test activity and shall tie directly to the RTM, ensuring that functionality for each requirement is validated by testing. The sequence of events shall also be specified to ensure proper verification. Each procedure shall identify who is responsible for executing the event, exactly what actions/processes are involved, how the event will be documented, and the required outcome. *The County must review and accept all Test Procedures prior to test performance.*

**Subtask 9.3 Perform System Testing**

The Vendor shall participate actively in all formal system and integration testing. County staff will conduct formal testing and document test results and problems encountered using the Test Plan and QA site loaded with converted data provided by the Vendor. The goal of user testing activities is to ensure that each system function operates properly and that overall system performance is acceptable. The Vendor shall assist in determining whether any problems encountered are due to software malfunctions, problems with table data or test data, technical infrastructure, procedural issues, or user training issues. The Vendor shall make available the appropriate engineering staff during formal testing to support trouble-shooting, explain nuances of system design, and help implement quick fixes where appropriate. The County may request that Vendor personnel thoroughly familiar with the system, be immediately available during the final system and integration test, and possibly during the User Acceptance testing.

The Vendor shall update the Test Plan impacted by changes in system requirements. In the event that modifications or changes to the Vendor's software are identified during testing, these modifications or changes will be treated in accordance with the project change control processes. (Change control is not needed for bug fixes or meeting the stated requirements, change control is only needed for enhancements and changes to the requirements.) County and Vendor staff will re-test the system's functions that failed the first round of testing to determine that the functions work properly. The testing/software modification/re-testing process will be repeated until no significant software malfunctions exist. User acceptance testing will be performed in the QA environment and must be successfully completed and accepted by the County for each increment prior to the system being placed in the PRD environment.

**Subtask 9.4 System Test Report (Vendor Deliverable 16)**

The Vendor shall provide a System Test Report which contains a detailed summary of formal and informal test events, system performance measurements, test findings, action items, and lessons

learned. The Vendor shall certify that all significant deficiencies have been resolved and the software is ready for production use.

Subject to County written approval, resolution of minor unresolved deficiencies may be deferred until after system go-live. Such deficiencies must be documented in the System Test Report with an agreed resolution plan and fix-by date.

The Vendor shall also certify that all configuration and/or development will not void or invalidate the Vendor's software warranty and that the Vendor will maintain these features in future releases of the system. *The County will review this deliverable and formally accept the tested software in writing by acceptance of the test report. This is a major project milestone and is a prerequisite for go-live activities.*

#### **Task 10 Perform Go-Live Activities**

The Vendor shall support end-to-end system testing and final training for the final "go live". This will entail the final cutover from all the functionality in the County legacy system(s) to that provided by the Vendor's system along with all specified interfaces. The Vendor shall conduct with the County a post-implementation review meeting to discuss and resolve any outstanding issues from the system cutover.

#### **Subtask 10.1 Develop Go-Live Plan (Vendor Deliverable 17)**

The Vendor shall develop a Go-Live plan to document the steps and procedural sequences required to transfer operations from the legacy systems to the new system. The Go-Live plan shall document all prerequisites, go-live tasks, identify key personal required to perform and validate go-live activities, and will provide a detailed timeline for go-live task execution. County approval of the Go-Live Plan is required prior to the execution of Go-Live activities. The following major go-live steps have so far been identified:

- a) Perform final training,
- b) Suspend activities on current system
- c) Perform final data conversion
- d) Transfer operations to new system
- e) Conduct additional training if required

#### **Task 11 Perform Post Implementation Review**

The Vendor and County shall jointly participate in a post-implementation project review. During this meeting the following topics will be discussed:

- a) Brainstorm and document lessons learned
- b) Review post-implementation bugs and deficiencies
- c) Review plan to resolve bugs and deficiencies
- d) Review plans for on-going support and maintenance

**Task 12 Provide On-going System Support and Maintenance**

The Vendor will provide routine maintenance support services for the system software, based upon a fixed annual fee as quoted in response to RFP #1159, in accordance with the Vendor's standard support agreement that incorporates these requirements:

Routine maintenance covered in the fixed annual fee is considered to include the following:

The Vendor shall provide standard technical support Monday through Friday, at a minimum of twelve (12) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 7:00 p.m. Central time, and Saturday 8:00 a.m. to 12:00 p.m. Central Time. Vendor shall respond to Severity Level 1 problems as defined below 24 hours per day, 7 days per week.

The Vendor agrees to provide support services including the detection and correction of software errors and the implementation of all system program changes, updates and upgrades. The Vendor shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by system users.

The Vendor shall be responsive and timely to technical support calls/inquires made by the County. The County agrees to first make support inquiries through their qualified system administrators to assure policies and business practices are enforced prior to contacting the Vendor.

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

- a) **Severity Level 1** shall be defined as urgent situations, when the County's production system is down and the County is unable to use the system, the Vendor's technical support staff shall accept the County's call for assistance at the time the County places the initial call. However if such staff is not immediately available, the Vendor shall return the County's call within one (1) business hour. The Vendor shall resolve Severity Level 1 problems by providing an acceptable workaround within 4 hours. Vendor shall subsequently provide a permanent fix which shall not take more than two (2) business days, unless otherwise authorized in writing by the County.

Severity Level 1 is further defined as loss of critical business functionality including performing case intake, filing Complaints, Petitions, Informations, etc.

- b) **Severity Level 2** shall be defined as critical software system component(s) and interfaces that have significant outages and/or failure precluding its successful operation, and possibly endangering the County's environment. The system may operate but is severely restricted. Vendor technical support staff shall accept the County's call for assistance at the time the County places the initial call; however if such staff is not immediately available, the Vendor shall return the County's call within four (4) business hours. The Vendor 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 County.

c) **Severity Level 3** shall be defined as a minor problem that exists with the software but the majority of the functions are still usable and some circumvention may be required to provide service. Vendor technical support staff shall accept the County's call for assistance at the time the County places the initial call; however if such staff is not immediately available, the Vendor shall return the County's call on average no later than the next business day. The Vendor 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 County.

For support of the above, County agrees to provide Vendor VPN access under the supervision of County personnel to allow remote investigation and troubleshooting of problems. VPN access is subject to the successful completion and approval of the County's standard 3<sup>rd</sup> Party Access documents. VPN access shall be restricted to specific time-windows when problems are encountered.

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

Vendor agrees to typically release two upgrades each year that includes system enhancements request and to stay current with technology. Vendor will contact the County to schedule and coordinate the testing and installation of a new release which will include testing of the CJIS interfaces developed in conjunction with the County. Releases will be remotely uploaded and installed on the County's Development (DEV) servers by Vendor support technician. No downtime is expected when scheduled appropriately. Release installations generally take 1 to 2 hours. Once a new release has been installed and tested on the DEV server, promotion of the release to QA and onwards to the PROD servers will be performed by County personnel in accordance with existing GSA/IT policies. Vendor will e-mail documentation to the County system administrator(s) prior to the release. Release documentation shall list all enhancements including explanations and instructions on their use.

The County agrees to:

- a) Maintain the Software on a standard platform in normal, unmodified operating conditions as determined by the Vendor's specified then-current revision level.
- b) Document all support requests in writing that includes the user's name, telephone number, e-mail address, description of the problem, and any additional information requested by the Vendor.
- c) Install Software maintenance updates when provided by the Vendor and determined by the County not to impact the operation of its production system.



**Subtask 12.1 Provide Additional Post-Implementation Services**

In the event that the Vendor's system requires modifications or changes, the Vendor and the County shall employ a change control process to formally document, authorize, and track all modifications, including associated target completion dates and firm, fixed costs. This process shall be based on the change management approach outlined in this Statement of Work. Software deficiencies that are determined to be the Vendor's responsibility shall be resolved at no cost to the County.

The County may also request the Vendor to modify the application software to modify or enhance the functionality of the application software beyond the scope of routine enhancement requests that would normally be supplied by the Vendor in the bi-annual system updates. These services shall be provided based on a fixed hourly rate. The hourly rate for these services shall represent the composite rate for systems analysis and programming services and will be exclusive of travel costs if on-site service is required.

All requests from the County to the Vendor must be approved in writing by the authorized County personnel. Within 10 working days of the Vendor's receipt of the County's request, the Vendor shall develop a functional description, design document and estimate of hours for the modification. Within 30 days of receipt of the functional Description, the County will return the approved or disapproved functional description to the Vendor, approval or disapproval of which may be granted or withheld by County its sole judgment.

*Table 1 -- List of Vendor Deliverables*

Number	Description
1	Project Plan
2	Project Control Document
3	Monthly Progress Report (MPR)
4	Requirements Traceability Matrix
5	On-Site pre-Implementation Meeting
6	Document County Infrastructure Requirements
7	System Baseline and Certification Report
8	Configure and Customize Vendor System
9	Vendor IEPD
10	Develop Data Exchange Interfaces
11	Develop Training Plan
12	Provide System Training
13	Provide Documentation
14	Develop Test Plan
15	Develop Test Procedures
16	System Test Report
17	Develop Go-Live Plan

Revision and Approval History

Date	Version	Revised By	Description	Sponsor & Stakeholder	Acceptance Date
7/13/12	1.0	P. Henry	First draft version for internal review	n/a	n/a
7/23/12	1.1	P. Henry	Incorporated CIS team review and comments, first release to Karpel	n/a	n/a
8/6/12	1.2	P. Henry	Incorporated comments from CIS team	n/a	n/a
8/9/12	1.3	P. Henry	Incorporated all agreed changes from 8/6-7 onsite contract negotiations (these items are not highlighted). Added clarifications (highlighted).	n/a	n/a
8/23/12	1.4	P. Henry	Final version with all additional agreed changes and corrections.	Steering approved via e-mail vote 8/28/2012	

## EXHIBIT D – CONTRACTOR SUPPORT AGREEMENT

1. The Contractor will undertake to maintain on-going System availability and to supply Support and Maintenance Services for the system in accordance with the conditions, Service Level Agreements, and System performance requirements specified herein and in Exhibit E.

The Vendor will provide routine maintenance support services for the system software, based upon a fixed annual fee as quoted in response to RFP #1159, in accordance with the Vendor's standard support agreement that incorporates these requirements:

Routine maintenance covered in the fixed annual fee is considered to include the following:

The Vendor shall provide standard technical support Monday through Friday, at a minimum of twelve (12) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 7:00 p.m. Central time, and Saturday 8:00 a.m. to 12:00 p.m. Central Time. Vendor shall respond to Severity Level 1 problems as defined below 24 hours per day, 7 days per week.

The Vendor agrees to provide support services including the detection and correction of software errors and the implementation of all system program changes, updates and upgrades. The Vendor shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by system users.

The Vendor shall be responsive and timely to technical support calls/inquires made by the County. The County agrees to first make support inquiries through their qualified system administrators to assure policies and business practices are enforced prior to contacting the Vendor.

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

d) Severity Level 1 shall be defined as urgent situations, when the County's production system is down and the County is unable to use the system, the Vendor's technical support staff shall accept the County's call for assistance at the time the County places the initial call. However if such staff is not immediately available, the Vendor shall return the County's call within one (1) business hour. The Vendor shall resolve Severity Level 1 problems by providing an acceptable workaroud within 4 hours. Vendor shall subsequently provide a permanent fix which shall not take more than two (2) business days, unless otherwise authorized in writing by the County.

Severity Level 1 is further defined as loss of critical business functionality including performing case intake, filing Complaints, Petitions, Information, etc.

e) Severity Level 2 shall be defined as critical software system component(s) and interfaces that have significant outages and/or failure precluding its successful operation, and possibly endangering the County's environment. The system may operate but is severely restricted. Vendor technical support staff shall accept the County's call for assistance at the time the County places the initial call; however if such staff is not immediately available, the Vendor shall return the County's call within four (4) business hours. The Vendor 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 County.

f) **Severity Level 3** shall be defined as a minor problem that exists with the software but the majority of the functions are still usable and some circumvention may be required to provide service. Vendor technical support staff shall accept the County's call for assistance at the time the County places the initial call; however if such staff is not immediately available, the Vendor shall return the County's call on average no later than the next business day. The Vendor 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 County.

For support of the above, County agrees to provide Vendor VPN access under the supervision of County personnel to allow remote investigation and troubleshooting of problems. VPN access is subject to the successful completion and approval of the County's standard 3<sup>rd</sup> Party Access documents. VPN access shall be restricted to specific time-windows when problems are encountered.

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

Vendor agrees to typically release two upgrades each year that includes system enhancements request and to stay current with technology. Vendor will contact the County to schedule and coordinate the testing and installation of a new release which will include testing of the C/IS interfaces developed in conjunction with the County. Releases will be remotely uploaded and installed on the County's Development (DEV) servers by Vendor support technician. No downtime is expected when scheduled appropriately. Release installations generally take 1 to 2 hours. Once a new release has been installed and tested on the DEV server, promotion of the release to QA and onwards to the PROD servers will be performed by County personnel in accordance with existing GSA/IT policies. Vendor will e-mail documentation to the County system administrator(s) prior to the release. Release documentation shall list all enhancements including explanations and instructions on their use.

The County agrees to:

- d) Maintain the Software on a standard platform in normal, unmodified operating conditions as determined by the Vendor's specified then-current revision level.
- e) Document all support requests in writing that includes the user's name, telephone number, e-mail address, description of the problem, and any additional information requested by the Vendor.
- f) Install Software maintenance updates when provided by the Vendor and determined by the County not to impact the operation of its production system.

**EXHIBIT E – COMPENSATION**

**1. Maximum Compensation Amount**  
 The maximum amount of this contract shall not exceed \$412,500.00 plus applicable taxes.

**2. Billing**  
 Contractor shall submit itemized invoices to the County for the case management system hardware, software, installation, implementation, and training services delivered according to the Invoice Schedule and Payment Milestones below. If, due to either an issue with the charges on an invoice or Contractor's failure to perform its obligations under this contract, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided there is a reasonable basis for the dispute, and all other amounts that are not in dispute are paid for. The County will pay for the products and services that are undisputed within thirty (30) days of receiving the invoice.

**3. Invoice Schedule and Payment Milestones**  
 Contractor will be paid based on completion and County acceptance of key project milestones. Each payment milestone will represent a percentage of total Contract costs (excluding 2<sup>nd</sup> and subsequent years' support and maintenance costs). Contractor will submit invoices to the County according to the following schedule of deliverables:

Milestone	% of Total Cost
a. Following Board of Supervisor's Contract approval and successful completion of first 5-day on-site pre-implementation meeting.	20%
b. Data conversion (with an agreed level of quality/accuracy), successful completion of the 1st two (model) data interfaces, and PBK application installed on the County's servers.	20%
c. Successful User Acceptance Testing	20%
d. Final training and go-live	30%
e. 90 days following successful go-live	10%

**4. Compensation**  
 Contractor agrees that County's sole obligation with respect to payments for the Software Products and Hardware Systems referenced above is to pay Contractor for undisputed amounts invoiced under this Contract and that Contractor shall have the sole obligation to pay any third party any amounts due them in connection with products or services delivered under this Contract. Subject to County's payments hereunder, Contractor shall pay all such amounts as they become due and shall indemnify and defend the County from and against any and all claims, damages, or liability arising out of Contractor's failure to do so.

County of San Luis Obispo RFP PS #1159 District Attorney Case Management System Karpel Solutions, Inc., Cost Proposal			
DESCRIPTION	QTY	PRICE	TOTAL
<b>Software Products (Taxable)</b>			
PROSECUTORBYKARPEL (includes Juvenile, Bad Check and Victim Services modules)	94	\$ 2,250	\$ 211,500
Adobe Acrobat Professional	10	\$ 200	\$ 2,000
<b>Total Software Products</b>			<b>\$ 213,500</b>
<b>Software Licensing (Taxable)</b>			
SQL Server Licensing (per processor)	2	\$ 3,000	\$ 6,000
<b>Total Software Licensing</b>			<b>\$ 6,000</b>
<b>Hardware Systems (Taxable)</b>			
None (County hosted)		\$ -	\$ -
<b>Total Hardware Systems</b>			<b>\$ -</b>

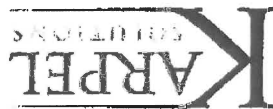
Professional Services		Project Management	
Pre-Implementation Meeting- business analysis, system design, document and report analysis, data conversion analysis and system customization analysis, on-site go live training and support	5	\$	18,000
Project Management	120	No charge	No Charge
Installation Services			
SQL Database install/configuration	1	\$	1,000
Client support tool/PBK scanning tool install and system compatibility check	94	\$	4,700
Customization Services			
Custom SSRS Reports	1	\$	10,000
Law Enforcement Interface	1	\$	5,000
CJIS MNID Dynamic Interface	1	\$	20,000
Court-electronic filing	1	\$	5,000
Court-Import Court Event	1	\$	2,500
Court-Import Disposition/Sentencing	1	\$	10,000
Court -Import Sealed/Delete Case	1	\$	2,500
Court-Links (court case information)	1	\$	2,500
Court-UCC Interface	1	\$	2,500
Probation Import	1	\$	2,500
Mental Health export	1	\$	2,500
Bad Check-SAP (disbursement) export	1	\$	2,500
DOJ-Criminal History export (refusals)	1	\$	2,500
"Optional" Customizations at No Charge			
Address sort by description		No charge	No charge
Associate alias DOB with name		No charge	No charge
Require agency case # with exceptions		No charge	No charge
Log All search inquiries		No charge	No charge
Implementation Services			
Data Conversion (fixed bid for all data sources)	1	\$	25,000
Document Conversion services	1	\$	3,000
Laser-fiche document conversion	1	\$	5,000
Support and Maintenance Services			
1st Year Software Support and Updates	94	\$	42,300
Total Professional Services			
		\$	169,000
Expenses			
Received Reimbursable Expenses per County Travel Policy and Reimbursement Rates - All travel expenses and accommodation costs must be included in the quotation		\$	24,000
Subject to County expense reimbursement policies - see Appendix-D of RFP #1159 for details		\$	24,000
Insurance Fee to comply with County General Contractual Conditions		\$	-
Total Expenses			
		\$	24,000
TOTAL PROPOSAL COSTS EXCLUDING TAXES			
		\$	412,500

Note: County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor's income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local government(s) entity in connection with any services or software provided by Contractor to County.

Other Items		
Organizing Support and Maintenance		
2nd and subsequent years Software Support and Updates / per year	94 \$	450 \$
Optional vendor costs for other work outside of Contract		
Vendor hourly rate for personnel	1 \$	150 \$
Post go-live functionality (dates and interface specifications to be agreed)		
Hosted eDiscovery service (\$1 per discovery submission if it does not include fee collection Fee collections will be negotiated)	\$	-
Interface for County Cjis portal subpoena functionality	No Charge	No Charge
Interface for County ePayment processor (FIS) for Karpal hosted eDiscovery	No Charge	No Charge
Interface for publish DA case rejections	No Charge	No Charge



**EXHIBIT F – CONTRACTOR PROPOSAL RESPONSE**



5714 S. Lindbergh Blvd. • Suite 200 • St. Louis, MO 63123 • 314-892-6300 • www.karpel.com

**District Attorney's Office  
San Luis Obispo County, California**

**RESPONSE TO RFP 1159**

**District Attorney's Case Management System  
Due: February 24, 2012 3:00 p.m. PDT**

**Karpel Solutions, Inc.  
Jane Quick, Sales Executive  
5714 S. Lindbergh Blvd., Ste. 200  
St. Louis, Missouri 63123  
Phone: (314) 892-6300 ext. 141  
Fax: (314) 892-8035**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	RAY NOBLE INSURANCE AGENCY 11039 MANCHESTER RD. ST. LOUIS MO 63122
INSURED	KARPEL ENTERPRISES, INC. AND KARPEL COMPUTER SYSTEMS DBA KARPEL SOLUTIONS 6714 S. LINDBERGH ST. LOUIS MO 63129
CONTACT	NAME: PRODUCER PHONE: 314-822-9275 FAX: 314-822-4670 E-MAIL: PRODUCER@KARPEL.COM ADDRESS: 2994
INSURER A:	HARTFORD INSURANCE COMPANY
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES  
CERTIFICATE NUMBER: 46391  
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			84SBAVM4817	11/04/12	11/04/13	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED. EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	COMMERCIAL GENERAL LIABILITY			84SBAVM4817	11/04/12	11/04/13	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED. EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			84SBAVM4817	11/04/12	11/04/13	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AGGREGATE \$ EACH OCCURRENCE \$1,000,000
A	UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE			84SBAVM4817	11/04/12	11/04/13	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OFFICER/MEMBER EXCLUDED? (Mandatory in NH) DESCRIPTION OF OPERATIONS below			84SBAVM4817	11/04/12	11/04/13	E.T. DISEASE-POLICY LIMIT \$ E.T. DISEASE-EA EMPLOYEE \$ E.T. EACH ACCIDENT \$ WC STATUS: OTH \$ E.T. DISEASE-POLICY LIMIT \$25,000 RETENTION

SEE SUPPLEMENTAL CERTIFICATE INFORMATION  
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER  
CANCELLATION

DISTRICT ATTORNEY'S OFFICE OF MONTEREY COUNTY  
1200 AGUAJITO ROAD, ROOM 301  
MONTEREY, CA 93940

Attention: SuckowB@co.monterey.ca.us g.Bruce Suckow

AUTHORIZED REPRESENTATIVE  
KOURY NOBLE INSURANCE AGENCY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

© 1988-2009 ACORD CORPORATION. All rights reserved.  
The ACORD name and logo are registered marks of ACORD



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	RAY NOBLE INSURANCE AGENCY KOURY INSURANCE AGENCY 11039 MANCHESTER RD. ST. LOUIS MO 63122
INSURED	KARPEL ENTERPRISES, INC. AND KARPEL COMPUTER SYSTEMS DBA KARPEL SOLUTIONS 5714 S. LINDBERGH ST. LOUIS MO 63129
INSURER A:	HARTFORD INSURANCE COMPANY
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	
CONTACT NAME:	
PHONE (A/C, No. Ext.):	314-822-9275
FAX (A/C, No.):	314-822-4670
E-MAIL ADDRESS:	
PRODUCER ID:	2994
CUSTOMER ID:	
INSURER(S) AFFORDING COVERAGE	NAIC #

COVERAGES  
CERTIFICATE NUMBER: 46391  
REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADSL. SUBR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		84SBAVM4817	11/04/12	11/04/13	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED. EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY		84SBAVM4817	11/04/12	11/04/13	COMBINED SINGLE LIMIT \$1,000,000 (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRE AUTOS \$ NON-OWNED AUTOS \$ ANY AUTO \$
A	UMBRELLA LIAB	X	84SBAVM4817	11/04/12	11/04/13	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	84SBAVM4817	11/04/12	11/04/13	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A	ERRORS & OMISSIONS		84SBAVM4817	11/04/12	11/04/13	\$25,000 RETENTION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED SHALL NOT BE CALLED UPON TO CONTRIBUTE FOR A LOSS COVERED BY THE CONTRACTOR'S INSURANCE.

CERTIFICATE HOLDER

THE AUTOMOBILE LIABILITY ARISING OUT OF THE CONTRACTORS WORK INCLUDING ONGOING AND COMPLETED OPERATIONS ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE COUNTY AND THAT THE INSURANCE OF THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY AND

DISTRICT ATTORNEY'S OFFICE OF MONTEREY COUNTY  
1200 AGUJITO ROAD, ROOM 301  
MONTEREY, CA 93940

Attention: SuckowB@co.monterey.ca.us g.Bruce Suckow

RAY NOBLE INSURANCE AGENCY

ACORD 25 (2009/09)  
© 1988-2009 ACORD CORPORATION. All rights reserved.  
The ACORD name and logo are registered marks of ACORD

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY AND THE AUTOMOBILE LIABILITY ARISING OUT OF THE CONTRACTORS WORK INCLUDING ONGOING AND COMPLETED OPERATIONS ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE COUNTY AND THAT THE INSURANCE OF THE ADDITIONAL INSURED SHALL NOT BE CALLED UPON TO CONTRIBUTE FOR A LOSS COVERED BY THE CONTRACTOR'S INSURANCE.  
ADDITIONAL INSURED IS INCLUDED IN FORM SS00 08 04 05 FORM IS ATTACHED.

**SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #46391**

DATE  
MAR 22 2013

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**  
If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. in the performance of your ongoing operations; or
- b. in connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
  - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor Of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
  - (1) Any "occurrence" that takes place after you cease to lease that land; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional