

39. Approve third amendment to agreement with Karpel Solutions, increasing the amount by \$36,750 for a new contract total of \$154,700, for the District Attorney's Office case management system, and take related actions ()



## **County of Santa Cruz Board of Supervisors**

### **Agenda Item Submittal**

**From:** District Attorney

**Subject:** Third Amendment to Agreement for District Attorney Case Management System

**Meeting Date:** May 20, 2025

**Formal Title:** Approve third amendment to agreement with Karpel Solutions, increasing the amount by \$36,750 for a new contract total of \$154,700, for the District Attorney's Office case management system, and take related actions

### **Recommended Actions**

Approve third amendment to the agreement with Karpel Solutions, increasing the amount by \$36,750 for a new contract total of \$154,700, for the District Attorney's Office case management system, and authorize the District Attorney to execute the agreement.

### **Executive Summary**

The District Attorney's Office (DAO) is requesting authorization to sign a third amendment for the agreement with Karpel Solutions for their current integrated case management system. The amendment provides for additional off-premises storage capacity for electronic evidence.

### **Discussion**

On January 11, 2022, the Board approved an agreement with Karpel Solutions for an integrated case management system. The Board approved a prior addendum on June 25, 2024, to increase the off-premises storage capacity.

The District Attorney's Office is now requesting Board approval for a third amendment to ensure sufficient storage capacity for operational continuity and to pay for increased vendor off-premises hosting fees. The increase reflects the ever-increasing amount of electronic evidence obtained as a part of prosecutions and evidentiary requirements.

### **Financial Impact**

The District Attorney's Fiscal Year (FY) 2024-25 Budget includes sufficient funding for the increase, which has been included in the department's estimated actuals. The new contract amount is also included in the District Attorney's FY 2025-26 Proposed Budget. These necessary expenditures are recognized in GL Key 272100, Object 61717, and no additional General Fund contribution is required for the amendment.

### **Strategic Initiatives**

Operational Plan - Comprehensive Health & Safety

### **Submitted By:**

Jeffrey S. Rosell, District Attorney

### **Recommended By:**

Carlos J. Palacios, County Executive Officer

### **Artificial Intelligence Acknowledgment:**

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.

DS



## THIRD AMENDMENT TO AGREEMENT BETWEEN SANTA CRUZ COUNTY AND KARPEL SOLUTIONS FOR PROSECUTORbyKarpel®

This third Amendment to the Agreement (Originally Referenced as #DOC-2022-27; Annual Contract number: 25C4539) is made and entered into by and between the County of Santa Cruz, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Karpel Computer Systems Inc. (hereinafter referred to as "KARPEL SOLUTIONS"). COUNTY and KARPEL SOLUTIONS shall hereinafter collectively be referred to as the "PARTIES" and generically as a "PARTY."

### RECITALS

- A. KARPEL SOLUTIONS and COUNTY entered into an initial Agreement, with exhibits and incorporated documents, for Software Products and Services effective January 11, 2022, (the "AGREEMENT") with respect to PROSECUTORbyKarpel® ("PbK") and DEFENDERbyKarpel® ("DbK"); and
- B. KARPEL SOLUTIONS and COUNTY amended the AGREEMENT effective March 22, 2022, nullifying the portion of the original agreement pertaining to the Santa Cruz County Public Defender's Office; and
- C. KARPEL SOLUTIONS and COUNTY amended the AGREEMENT effective June 25, 2024, to pay for unforeseen costs incurred related to critically needed additional terabyte (TB) storage capacity; and
- D. KARPEL SOLUTIONS and COUNTY wish to further amend the AGREEMENT as set forth herein; and
- E. The AGREEMENT allows the PARTIES to amend the AGREEMENT upon a mutual signed written agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the PARTIES, with the intent to be legally bound, agree as follows:

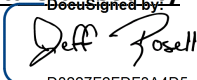
1. Modification of Terms: The attached Karpel Solutions Invoice #69873, dated November 12, 2024, (marked as Exhibit C), contains additional charges and/or modified fees beyond those previously authorized by the first executed ADDENDUM to the AGREEMENT (Doc-2022-263). The additional charges and/or modified fees contained in Exhibit C shall apply commencing November 1, 2024, are hereby incorporated into the AGREEMENT by reference, and are deemed to be part of the AGREEMENT continuously, as set forth in full herein, unless and until the AGREEMENT is terminated and/or is otherwise amended upon mutual signed written agreement by the PARTIES. Exhibit C contains all outstanding charges and/or fees owed by COUNTY to KARPEL SOLUTIONS. The purpose of the additional charges and/or modified fees contained in Exhibit C is for KARPEL SOLUTIONS to address an Annual PBK Hosting Fee increase, provide

additional terabyte (TB) storage capacity for COUNTY under the AGREEMENT, and to authorize COUNTY to pay for such increased fees and storage capacity. The PARTIES reserve the right to amend this AGREEMENT, in a writing signed by the PARTIES, if additional storage capacity, in excess of that set forth in Exhibit C, is necessary.

2. Incorporation and Ratification of Terms: In all other respects, including compensation and scope of work, the undersigned hereby ratify, reaffirm, and confirm the AGREEMENT executed by the PARTIES, which remains in full force and effect as modified herein.

In witness whereof, each party to this Third Addendum to AGREEMENT has caused it to be executed on the date(s) indicated below.

**Santa Cruz County**

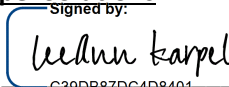
Signed by:  
  
By: D8227E2EDE3A4D5

Name: Jeffrey S. Rosell

Title: District Attorney  
5/20/2025

Date: \_\_\_\_\_

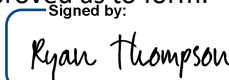
**Karpel Solutions**

Signed by:  
  
By: C39DB87DC4D8401...

LeeAnn Karpel, President  
4/16/2025

Date: \_\_\_\_\_

Approved as to form:


Signed by:  
  
By: 4F07BB2FA63D4F5...

Ryan Thompson, Asst. County Counsel

4/15/2025

Date: \_\_\_\_\_

Approved as to insurance:

Signed by:  
  
By: E4EADC5BA53B4DB...

Gina Occhipinti Borasi, Risk Manager

4/16/2025

Date: \_\_\_\_\_

EXHIBIT C

Karpel Solutions  
9717 Landmark Parkway Drive Suite  
200  
St. Louis, MO 63127  
(314) 892-6300

Date	Invoice
11/12/2024	69873

Bill To:
Santa Cruz District Attorney's Office- CA Attn: Eric Seib 701 Ocean Street RM 200 Santa Cruz, CA 95060 United States

Ship To
Santa Cruz District Attorney's Office- CA 701 Ocean Street RM 200 Santa Cruz, CA 95060 United States

Terms	Due Date	PO Number	Reference
Net 30 days	12/12/2024		Annual Billing for November 2024-October 2025

Managed Services Details	Quantity	Price	Amount
Agreement PBK Annual Maintenance			
Annual PBK Maintenance	105.00	\$450.00	\$47,250.00
PBK E-Discovery Annual Service Fee	1.00	\$15,000.00	\$15,000.00
PBK External Agency& eSupoena	1.00	\$10,000.00	\$10,000.00
PBK Hosting Test Site- District Attorney	1.00	\$1,200.00	\$1,200.00
PBK Annual Interface Maintenance: iSubpoena-District Attorney Odyssey, Calendaring	2.00	\$2,000.00	\$4,000.00
Additional Storage	1.00	\$30,000.00	\$30,000.00
Annual PBK Hosting Fee	105.00	\$100.00	\$10,500.00

Subtotal annual items agreeing to 1st Addendum (Doc-2022-263):			\$117,950.00
Additional Storage	1.00	\$30,000.00	\$30,000.00
Additional Storage After 100TB bundles 5TB/2TB Free 3TB Billable	3.00	\$500.00	\$1,500.00
Annual PBK Hosting Fee increase	105.00	\$50.00	\$5,250.00
Subtotal annual <u>invoiced</u> items differing from 1st Addendum (Doc-2022-263):			\$36,750.00
Total Managed Services Details:			\$154,700.00

Make checks payable to: Below Karpel Solutions 9717 Landmark Parkway Dr. Ste 200 St. Louis, MO 63127	Invoice	\$154,700.00
	Sales	\$0.00
	Invoice	\$154,700.00
	Payme	\$0.00
	Credi	\$0.00
	Balance	\$154,700.00



Certificate Of Completion

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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
  
Envelope Originator:  
Eric Seib  
701 Ocean Street  
Santa Cruz, CA 95060  
Eric.Seib@santacruzcountyca.gov  
IP Address: 63.194.190.100

Record Tracking

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Eric.Seib@santacruzcountyca.gov  
Pool: FedRamp  
Pool: County of Santa Cruz

Location: DocuSign  
  
Location: Docusign

Signer Events

Ryan Thompson  
ryan.thompson@santacruzcountyca.gov  
Assistant County Counsel  
Security Level: Email, Account Authentication (None)

Signature

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Signature Adoption: Pre-selected Style  
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Gina Occhipinti Borasi  
Gina.Borasi@santacruzcountyca.gov  
Risk Manager  
County of Santa Cruz  
Security Level: Email, Account Authentication (None)

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LeeAnn Karpel  
lakarpel@karpel.com  
President  
Karpel Solutions  
Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style  
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Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Completed	Security Checked	4/16/2025 10:53:42 AM
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Electronic Record and Signature Disclosure		



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Eric Seib  
701 Ocean Street  
Santa Cruz, CA 95060  
Eric.Seib@santacruzcountyca.gov  
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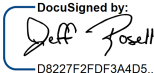
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Eric.Seib@santacruzcountyca.gov  
Pool: FedRamp  
Pool: County of Santa Cruz

Location: DocuSign  
  
  
Location: Docusign

Signer Events

Jeff Rosell  
Jeff.Rosell@santacruzcountyca.gov  
District Attorney  
County of Santa Cruz  
Security Level: Email, Account Authentication (None)

Signature

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cbd.esignature@santacruzcountyca.gov  
County of Santa Cruz  
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Signed



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Freeform Signing

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DAT Fiscal  
DATFiscal@santacruzcountyca.gov  
Security Level: Email, Account Authentication (None)

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