

**CITY OF REDONDO BEACH  
CALIFORNIA**

**FIRST AMENDMENT TO THE AGREEMENT FOR  
EXTERNAL AGENCY PORTAL**



PROSECUTORbyKarpel®



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This First Amendment to the Agreement dated August 1, 2024 is between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and the City of Redondo Beach, a chartered municipal corporation (hereinafter referred to as “Client”).

WHEREAS, Karpel Solutions and Client entered into an Agreement dated August 1, 2024 (the “Agreement”) for the provision of PROSECUTORbyKarpel and related services; and

WHEREAS, Karpel Solutions and Client desire to amend the Agreement to include the External Agency Portal, an internet-based module through the copyrighted software program PROSECUTORbyKarpel, under the terms set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

## 1. SCOPE

This First Amendment incorporates the External Agency Portal into the software program(s) and services provided under the Agreement. The External Agency Portal shall provide the following functions: Limited Case Data View, Digital File Attachment, eSubpoena, and eReferral.

## 2. INVESTMENT SUMMARY

Karpel Solutions shall provide External Agency Portal in exchange for the following fees, which are in addition to those set forth in Section 5 of the Agreement.:

Interface Development	Qty.	Price	Total
External Agency Portal	1	\$5,000	\$5,000
Total Software			\$5,000

  

Annual Support Services	Qty.	Price	Total
External Agency Annual Support	1	\$1,000	\$1,000
Total Annual Support Services			\$6,000

  

Total			\$6,000
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This First Amendment does not include or contemplate an additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate the Interface. Said expenses are the Client’s sole responsibility.

### 1.1.1 Payment Terms

Payment schedule to be one-time licensing costs (\$5,000) and the first year of annual maintenance is due upon the completion and implementation of the module (\$1,000). Subsequent years of annual



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maintenance will be invoiced and paid on a yearly basis by Client and pricing of subsequent annual maintenance may be subject to change at the solely discretion of Karpel Solutions.

***Payment Schedule:***

Milestone	Payment
Completion of Installation	\$6,000

### **3. ANNUAL SUPPORT**

#### **2.1.1 TECHNICAL SUPPORT FEES**

Client understands that maintenance fees will be required annually, in order to ensure continued functionality of the module. The Client may elect to purchase subsequent annual support, on a yearly basis at fixed cost, billed annually as referenced above. The option to purchase annual maintenance is solely at the Client's discretion. The Client's license to use the module is dependent upon the Client purchasing annual maintenance and if the Client ceases to purchase annual maintenance Karpel Solutions may terminate and close the module.

#### **2.1.2 SUPPORT PROVIDED**

Karpel Solutions will provide support and maintenance for the module including ongoing unlimited telephone technical support problem determination, and resolution.

#### **2.1.3 HOURS OF OPERATION**

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

#### **2.1.4 INCLUDED SUPPORT**

Support services include the detection and correction of errors and the implementation of all changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the module as issues are encountered by Authorized Users. Support services DO NOT include the troubleshooting and correction of network, connectivity, server or computer issues outside or beyond the module that may affect the functioning and/or state of the module.

#### **2.1.5 RESPONSE TIMES**

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



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

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

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

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

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

## **4. License Terms and Use**

External Agency Portal is a proprietary product of Karpel Solutions. It is licensed (not sold) to the Client for its use only by the terms set forth below.

1. In consideration of payment above, Karpel Solutions hereby grants Client a non-exclusive and non-transferable license to use the module. Client cannot distribute, rent, sublicense or lease the module. The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.

2. License of the module does not transfer any rights to software source codes, unless Karpel Solutions



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ceases to do business without transferring its duties under the Agreement, as amended to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.

3. External Agency module, PROSECUTORbyKarpel® and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made.

4. If any of the provisions, or portions thereof, of the Agreement, as amended are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted. This is the complete and exclusive statement of the Agreement, as amended between the parties which supersedes all proposals, oral or written, relating to the subject matter of the Agreement, as amended.

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

By signing below, Client hereby agrees to the above terms and conditions. This First Amendment to the Agreement, and together with the Agreement, constitutes the entire and complete Agreement, as amended, between Client and Karpel Solutions with respect to the subject matter hereof. Any waiver of any provision of the Agreement, as amended will be effective only if in writing and signed by Karpel Solutions and Client. The Agreement, as amended supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. The Agreement, as amended will inure to the benefit of Karpel Solutions successors, assigns and licensees.

City of Redondo Beach,  
a chartered municipal corporation

Karpel Computer Systems Inc., a Missouri corporation  
doing business as Karpel Solutions

\_\_\_\_\_  
James A. Light

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date