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**CITY OF REDONDO BEACH
CALIFORNIA**

CONTRACT FOR



PROSECUTORbyKarpel® & HOSTEDbyKarpel®

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This Agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and CITY OF REDONDO BEACH, a chartered municipal corporation (hereinafter referred to as "Client") is hereby entered into between the parties with respect to one or more of Karpel Solutions' copyrighted software program(s) known as PROSECUTORbyKarpel®, DEFENDERbyKarpel®, and/or HOSTEDbyKarpel® (hereinafter referred to as "the Software Program(s)").

1. DEFINITIONS

1. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software Program(s) and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. "Client Content" means all data, information, documents, and files Client uploads or inputs into the Software Program(s), including, without limitation, Personally Identifiable Information.
3. "Enhancements" means any specific configurations or customizations to the Software Program(s), which Client may request, and Karpel Solutions agrees in writing to provide.
4. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of the Software Program(s) provided by Karpel Solutions whether supplied in paper or electronic form.
5. "Intellectual Property" (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights provided by applicable law.
6. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
7. "Personally Identifiable Information" (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of the Software Program(s). Personally Identifiable Information shall be considered Confidential Information.
8. "Software Program(s)" means the PROSECUTORbyKarpel® and/or DEFENDERbyKarpel® case management systems and/or the HOSTEDbyKarpel® system, as the case may be, and specifically Client's licensed copies of the Software Program(s).

9. "Services" means the services provided by Karpel Solutions in connection with the Software Program(s).
10. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
11. "Software" means Client's licensed copies of the Software Program(s), and includes any and all updates, enhancements, underlying technology or content, interfaces, other Enhancements and any Documentation as may be provided Client by Karpel Solutions.

2. SCOPE OF WORK

Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

PROSECUTORbyKarpel Implementation Timeline

<u>Tasks and deliverables</u>	<u>Days out</u>
Project Pre-Implementation Meeting is scheduled. Review customer and Karpel commitment for a formalized project plan. Assigned resources: Karpel Project Manager. Client Project Manager	120
Server & PC assessment completed, and any necessary hardware or software ordered to meet PbK Installation Prerequisites. Assigned resources: Client Project Manager and IT personnel	100
<u>Pre-implementation meeting with Client Project Manager and System Administrators.</u> 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. PbK pre-load configuration is explained, and initial document templates are received. Workflow pre-configuration is conducted. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators	90
Teleconference status meeting with Karpel and Client Project Manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement. Assigned resources: Karpel Project Manager, Client Project Manager and system administrators.	80
Teleconference status meeting with Karpel and Client Project Manager to review progress and answer additional questions regarding pre-load spreadsheet. Review of timeline to meet scheduled "go live" date. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators	60

Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation. Assigned resources: Karpel Project Manager and Karpel Support Technicians. Client Project Manager and IT.	45
Online document template conversion review - Client will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks. Assigned resources: Karpel Project Manager and document conversion specialist. Client Project Manager and system administrators	40
The Client Project Manager will provide Karpel with the completed PbK Pre-Load Spreadsheet. Assigned resources: Karpel Project Manager. Client Project Manager.	35
Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators	35
Mock Go-live, System Administrator Training and Final system walkthrough - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. This training includes completed document templates and workflow configuration. Application testing will begin. Client Project Manager will report all inaccuracies to Karpel. Assigned Resources: Karpel Project Manager and assistant trainer. Client Project Manager and system administrators.	30
Teleconference status meeting with Karpel and Client Project Manager to review timeline to meet scheduled "go live" date. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.	21
Complete installation and testing of all workstations by Karpel Solutions or local IT support. Assigned resources: Karpel Project Manager. Client Project manager and IT.	14
Final teleconference status meeting with Karpel and Client Project Manager to verify training area is prepared for scheduled training. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.	7
Training and go live. Karpel Trainers arrive at the training room. Final configuration of PbK is reviewed with all system administrators present. User training begins. Client begins using PbK in a live state.	<u>Go Live</u> <u>January</u> <u>21st, 2025</u>

(hereinafter referred to as "the Project Scope/Timeline").

The above Go Live date will no longer be valid if Client fails to sign this contract within 30 days of receipt. The Project Scope/Timeline may be modified as mutually agreed upon by Client and Karpel Solutions.

Changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee as set forth below in "Investment Summary and Pricing".

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Scope/Timeline listed above into a format that can be utilized by the Software Program(s). However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

3. OTHER WORK

Any additional work requirements outside the scope of this Agreement must be presented in the form of a written amendment mutually executed by both parties prior to start of such work, and must be approved by Client prior to start of such work. No additional charges will be incurred without prior written approval from Client.

4. CLIENT RESPONSIBILITIES & OBLIGATIONS

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. The Software Program(s) application access using Karpel Solutions laptops and Client's network for training and application testing.
 - b. Failure of the Client to provide access and use Karpel Solutions remote support tool constitutes a material breach of this Agreement and may result in termination of this Agreement.
 - c. Physical or remote access to all of Client's applicable workstations so that Karpel Solutions can visually verify and test the setup of each workstation prior to mock go-live.
3. Access to Client data and document templates (if applicable) will be provided by Client in a usable format if such data is to be converted and populated by Karpel Solutions into the Software Program(s). Client is responsible for costs related to extraction, decryption, and protected data.
 - a. Legacy data (i.e., any data from Client's current system which is being replaced under this Agreement) must be provided to Karpel Solutions as soon as possible but not later than 120 days before the above go live date. Additional data sources provided after this date will not be converted unless mutually agreed in writing otherwise. Legacy data that is provided by Client for data conversion from the legacy system into the Software Program(s) will be destroyed 30 days after Client's Go Live date. As the originator of the legacy data, it will be Client's responsibility to retain legacy data more than 30 days after Go Live if so desired by Client.

- b. Document templates and a signed Document Template Formatting Agreement must be provided to Karpel Solutions as soon as possible but no later than 90 days before the above go live date. Document templates provided after this date will not be converted unless mutually agreed in writing otherwise.
- 4. An authorized attorney with decision making authority to assist in the definition of any project unknowns.
 - a. Appointed decision maker must be present during the following activities:
 - i. Project kickoff
 - ii. Establishment of timeline
 - iii. Workflow meetings
 - iv. Interface definition meetings and signoff
 - v. Charge language review and approval
 - vi. Document template review and signoff
 - vii. Data conversion review and signoff
- 5. Sufficient time for all data conversion reviews, if applicable, will include a minimum of:
 - a. Verification and review of ten (10) cases per year for each Client department of any legacy system(s) data during each review.
 - b. Client is responsible for validating their data and code table set up during the project. Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible, and an additional fee may be required for the work required to fix the issue.
- 6. **PASSWORD PROTECTION AND USER REQUIREMENTS.** Access to the Software Program(s) is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Software Program(s). KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Software Program(s). Only the number of users set forth in the Investment Summary may access the Software Program(s). Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Software Program(s). Client agrees that Karpel Solutions is not liable for, and Client agrees to hold Karpel Solutions harmless for, any unauthorized access to the Software Program(s), including without limitation, access caused by data destruction and/or failure to protect the login and password information of users.
- 7. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Software Program(s) in accordance with all applicable laws and regulations. Access to the Software Program(s) must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software Program(s), source code, algorithms, or underlying ideas of the Software Program(s); (ii) add to, remove from, or otherwise modify the Software Program(s), interfaces, and/or data without the express written consent of Karpel Solutions; (iii) provide, lease, lend, subcontract, sublicense, or re-publish for service bureau or hosting purposes any or all of the Software Program(s); (iv) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software Program(s) or (v) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software Program(s).

8. **SUSPENSION OF ACCESS.** Karpel Solutions reserves the right to immediately suspend access to Software Program(s) without notice and at any time: (i) if Karpel Solutions suspects or has reason to suspect a security or data breach; (ii) if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party; (iii) if Client misuses the Software Program(s); (iv) if Client fails to make any payments as required under this Agreement; and/or (v) if Client otherwise violates this Agreement. Karpel Solutions will provide notice to Client upon suspension of the Software Program(s).

5. INVESTMENT SUMMARY AND PRICING

Karpel Solutions will perform its Services in exchange for payment as set forth below.

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel	6	\$2,250	\$13,500
Total Software			\$13,500
Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Single-Sign On: All Users(See Implementation Document)		N/C	N/C
Data Preload	1	\$1,500	\$1,500
Workstation setup and System Compatibility Check (per computer)	6	\$50	\$300
Total Installation Services			\$2,800
Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	4	\$150	\$600
Data Conversion: None			
Data Conversion Storage (per TB after included 2TB)	0	\$500	\$0
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	4	\$150	\$600
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500	\$2,500
Total Professional Services			\$3,700
Training Services	Qty.	Price	Total
Go-Live Training (days)	4	\$1,200	1 resource \$4,800
Post Go-Live Support and Training (days)	0	\$3,600	3 resources \$0
Total Training Services			\$4,800
Customization Services	Qty.	Price	Total

Interface: Evidence.com (No Cost from Karpel)	1	\$0	\$0
Interface: Law Enforcement RMS (Mark43) - Phase 2	1	\$15,000	\$15,000
Total Customization Services			\$15,000

Estimated Travel Expenses	\$3,400
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Total One-Time Costs	\$43,200
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Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	6	\$575	\$3,450
Includes 24x7 support, two upgrades annually, and unlimited eDiscovery			
Hosting Services (per user/year)	6	\$150	\$900
External Agency Portal	1	\$0	\$0
Interface: Law Enforcement RMS (Mark43) - Phase 2	1	\$3,000	\$3,000
Additional storage after included 2TB	0	\$500	\$0
Total Annual Support Services			\$7,350

*** Interface Support and Maintenance Costs are not invoiced until Interface is completed.

Optional Items	Price
External Agency Portal (Limited Case Data View, Digital File Attachment, eSubpoena, eReferral)	\$5,000
External Agency Portal Annual Support	\$1,000
JasperSoft Reporting Module	\$1,000
<i>JasperSoft Reporting Module Annual Support</i>	\$5,000
<i>JasperSoft Reporting Module Training (minimum)</i>	\$600
Custom Reports (per report)	\$1,000
Document Template Conversion After 100 Documents (per document)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$50
Data back-ups provided to client for download (each)	\$100
Additional Storage After Included 2TB (per terabyte, per year)	\$500
Additional Storage After Included 2TB (per 100 terabytes, per year)	\$32,000
Data collection required in connection with the return of Client Content and Confidential Information	\$1,000

This pricing is based upon the following terms and conditions:

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

2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase two (2).

PLEASE NOTE: THERE MAY BE ADDITIONAL COSTS FROM THE OTHER VENDOR(S), WHICH ARE NOT INCLUDED WITHIN THE ABOVE PRICING FOR THIS CONTRACT, AND WHICH WILL BE BILLED SEPARATELY BY THE OTHER VENDOR(S). CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.

3. Interfaces not currently in production will be considered as "Phase 2" and implemented post-go live.
4. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate the Software Program(s). Such expenses are solely Client's responsibility.
5. Changes to the Project Scope/Timeline will impact and affect other work of Karpel Solutions and other clients and will result in an increased financial burden to Karpel Solutions which may be difficult to ascertain or estimate. Accordingly, any changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee in the amount of 10% of the total cost for the project to account for the additional time and expenses that will be incurred by Karpel Solutions in order to accommodate any such changes. In addition, travel expenses as outlined in the Investment Summary will no longer be applicable, and any such expenses will be charged to Client at the actual cost incurred by Karpel Solutions. However, Karpel Solutions will provide a written notice of the charges before any additional fees are applied and a subsequent amendment shall be executed.
6. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.
7. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of the Software Program(s). If Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to Client's bill at the rate(s) set forth in the Investment Summary. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
8. Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To enroll in and activate this additional service, the *Memorandum Of Understanding at Appendix A* must be separately signed by Client.
9. Client agrees to pay Karpel Solutions for any materials purchased for Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and ground transportation.

10. As with any project, all prices herein are subject to change as new information arises that will alter or impact the project or as workload for the project increases. Karpel Solutions will seek approval from Client if additional work becomes necessary to make requested changes during the project.
11. Upon termination of this Agreement, whether by Client, Karpel, or mutual agreement of the parties, Client agrees to pay to Karpel Solutions a data collection fee in the amount of \$1,000 to compensate Karpel Solutions for its time and services required in connection with the return of Client Content and Confidential Information upon. The fee is due within forty-five (45) days of Client's receipt of the invoice following the termination of this Agreement.

5.1 Payment Terms

50% of the Software Program(s) User Licenses fee is due and must be paid within forty-five (45) days after the receipt of the invoice following the execution of this Agreement by Client. The remaining amount, including the first-year annual fees, is due and payable within forty-five (45) days of Client's receipt of the invoice following completion of the implementation of the Software Program(s) and initial training provided to Client by Karpel Solutions.

Annual fees for the Agreement will begin upon Client's go-live month and will be due and payable after the Client's receipt of the invoice, which shall be provided on the first of the month each year thereafter, unless Karpel Solutions or Client gives notice as set forth herein of intent not to renew or otherwise terminates this Agreement as set forth in "Termination" below.

TERM. This Agreement shall be for a term of one (1) year, commencing on the Go Live Date, which may be amended, and shall automatically renew for subsequent one (1) year terms, not to exceed three (3) additional years, unless either Karpel Solutions or Client gives written notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the receipt of the invoice. Pricing for subsequent annual terms is to be negotiated and provided at least ninety (90) days prior to the renewal date.

SUSPENSION OR TERMINATION OF SERVICES FOR NON-PAYMENT. In the event that Client fails to pay any amounts due and such non-payment continues for a period of ninety (90) days, Karpel Solutions may suspend Services hereunder until full payment is received and/or may terminate this Agreement for non-payment, in addition to, and without limitation to, exercising any other rights or remedies which may exist under the law.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. Client agrees to pay any and all costs of collection incurred by Karpel Solutions, including, but not limited to, any attorneys' fees incurred by Karpel Solutions, with respect to any past due balance(s) on Client's account.

6. ANNUAL SUPPORT

6.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at Client's discretion. Client's license to use the Software Program(s) is not dependent upon Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the Software Program(s), unless the updates are purchased by Client. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the Software Program(s) as they become available during the terms of the Agreement. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

a. SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all Software Program(s) provided, including ongoing unlimited telephone technical support problem determination and resolution.

b. HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

c. INCLUDED SUPPORT

Support services include the detection and correction of errors in the Software Program(s) and the implementation of all of the Software Program(s) changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live, allowing Karpel Solutions to provide the needed support to meet the service level agreement.

d. RESPONSE TIMES

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

The severity of the issue/support problem shall determine the average problem resolution response time as follows:*

**If the remote support tool is not installed or available with respect to a reported issue, Karpel Solutions will not provide technical support for any such reported issues.*

Severity Level 1 shall be defined as urgent situations, when Client's production system is down and Client is unable to use the Software Program(s), Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client'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 Client.

Severity Level 2 shall be defined as critical Software Program(s) system component(s) that have significant outages and/or failure precluding successful operation, and possibly endangering the customer's environment. The Software Program(s) may operate but are severely restricted. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return 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 Client.

Severity Level 3 shall be defined as a minor problem that exists with the Software Program(s) 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 Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return 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 Program(s), unless otherwise authorized in writing by Client.

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

6.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software Program(s) in a consistent and reliable manner. Karpel Solutions will provide the Software Program(s) to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance Including, but not limited to, outline, preventative or emergency maintenance of the Software Program(s). Client understands that scheduled maintenance may affect availability of the Software Program(s). If scheduled maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Software Program(s), Karpel Solutions will use its best efforts to maintain consistent, regular and validated backup of Client Content and Confidential Information imported into the Software Program(s) in accordance with the Microsoft Azure government cloud network's policies and procedures. Upon written request, Karpel Solutions will make available to Client a copy of the current Microsoft Azure retention and backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content and Confidential Information maintained in the Software Program(s). Karpel Solutions will maintain the Software Program(s) in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform security audits of the Software Program(s) in accordance with the Microsoft Azure government cloud policies and procedures to protect the integrity and security of the Software Program(s).

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Software Program(s) is transmitted at a minimum level of 256-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

Data-at-rest encryption through Microsoft Azure Government

Karpel uses 2048bit SSL Encryption Key to meet the FIPS 140-2 Compliant requirements

Karpel maintains a valid SOC2 Type Certification

Karpel has completed Background Checks for employees and are CJIS certified

DATA LOCATION: Karpel Solutions will maintain the Software Program(s), Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

All data is stored in the U.S. all client data is stored in Microsoft Azure UsGovTX data center

7. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all rights, title, and interests in and to the Software Program(s) and any related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software Program(s) will become the property of Karpel Solutions, and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software Program(s) on the terms and conditions set forth in this Agreement.

CLIENT OWNERSHIP: Client retains all rights, title, and interests in and to Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify Client Content solely to the extent necessary and for the sole purposes of providing access to the Software Program(s) or otherwise complying with its obligations under this Agreement.

COPYRIGHT: Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright due to acts within Client's control. Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright. Karpel Solutions shall notify the Client before pursuing any damages for such violations.

8. LICENSE TERMS AND USE

The Software Programs are proprietary products of Karpel Solutions. They are licensed (not sold) and are licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use the Software Program(s) solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent, which may be withheld by Karpel Solutions in its sole and absolute discretion. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated Documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the Software Program(s). A separate license of the Software Program(s) is required for each authorized user or employee. Each license of the Software Program(s) may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor by more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined).
3. Client agrees to allow Karpel Solutions to audit Client's use of the Software Program(s) and licenses of the Software Program(s) at any time. Client will cooperate with respect to the audit, including providing access to any books, computers, records or other information that relate to the use of the Software Program(s). Such audit will not unreasonably interfere with Client's activities.
 - a. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the Software Program(s), Karpel Solutions shall be entitled to, and Client must pay to Karpel Solutions, the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training for the unauthorized user(s) associated with each violation, and Client will also reimburse Karpel Solutions for the reasonable cost of the audit, in addition to any other remedies to which Karpel Solutions may be entitled under the law.

This license does not transfer any rights to Software Program(s) source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.

4. Client may not use, copy, modify, or transfer the Software Program(s) or Documentation, in whole or in part, except as expressly provided herein. The Software Program(s) and the Documentation are protected by copyright and trade secret laws. Karpel Solutions retains all rights in any copy, derivative, or modification to the Software Program(s) and Documentation no matter by whom made. The Software Program(s) are licensed for single installations of one full-time employee or two part-time employees as set forth above. A separate license is required for each installation of the Software Program(s). Client shall not provide or disclose or otherwise make available the Software Program(s) or any portion thereof in any form to any third party. Client acknowledges

that unauthorized copying and/or distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.

5. The Software Program(s) were developed exclusively at private expense and are Karpel Solutions' trade secrets. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software Program(s) and Documentation shall be considered exempt from disclosure. The Software Program(s) are "commercial computer software" subject to limited utilization "Restricted Rights." The Software Program(s), including all copies, are and shall remain proprietary to Karpel Solutions. In the event that a third party seeks to compel disclosure and/or production of the Software Program(s) or Documentation by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.
6. Public Agency Participation (APPLICABLE TO PUBLIC AGENCY CLIENTS ONLY): Other public agencies may utilize the terms and conditions established by this Agreement. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. CITY OF REDONDO BEACH 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 Karpel Solutions. CITY OF REDONDO BEACH does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

9. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Software Program(s) and Services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software Program(s) in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Software Program(s) or Services are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth below.

Karpel Solutions makes no warranties, express or implied, as to any third-party software or as to Karpel Solutions' ability to support such software on an on-going basis. Karpel Solutions also makes no warranties, express or implied, as to the quality of or the ability of software developed by Karpel Solutions to operate with any hardware, network, software, systems, and/or external data flows already in place at Client's facilities or as may be added by Client.

2. INTERNET: Karpel Solutions makes the Software Program(s) available to Client through the Internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that

problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Software Program(s). Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of the Software Program(s) attributable to problems with the Internet or the configuration of Client's computer systems or network.

3. SYSTEM REQUIREMENTS: Karpel Solutions provides the Software Program(s) based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Software Program(s) based upon Client's failure to comply with the system requirements of Karpel Solutions.
4. WARRANTY LIMITATION: The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from: (i) Client's failure to use any new or corrected versions of the Software Program(s) made available, (ii) use of the Software Program(s) by Client for any purpose and/or in any manner other than that authorized in this Agreement, (iii) use of the Software Program(s) in combination with other software, data, or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software Program(s), (iv) misuse of the Software Program(s) by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment, or network connection, (vi) any modification or alteration of the Software Program(s) not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
5. DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT: (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SOFTWARE PROGRAM(S) WILL BE CONTINUOUS, ERROR-FREE, OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE PROGRAM(S) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR (iii) THAT THE SOFTWARE PROGRAM(S) WILL MEET CLIENT'S NEEDS.
6. EXCLUSIVE REMEDIES: If the Software Program(s) provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty above, Karpel Solutions' sole obligation shall be to correct or modify the Software Program(s) at no additional charge to Client. If Karpel Solutions is unable to correct or modify the Software Program(s) to the satisfaction of Client, Client's sole remedy will be to terminate this Agreement by written notice to Karpel Solutions and receive a refund of any fees pre-paid, if any, for the pro rata remainder of the then-effective term of this Agreement.

10. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL

SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO CLIENT SHALL BE LIMITED TO THE LESSER OF: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE THIRTY (30) DAY PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT AGREES THAT CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS, AND CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH INSURANCE PROCEEDS IN FULL SATISFACTION OF SUCH CLAIM(S).**

11. TERMINATION

TERMINATION BY CLIENT: In the event that Client believes that Karpel Solutions has failed to perform or materially breached this Agreement, Client shall provide thirty (30) days' written notice to Karpel Solutions of Client's intent to terminate this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If the alleged failure or breach cannot be cured within thirty (30) days, but Karpel Solutions has initiated good-faith efforts to cure the breach within the thirty (30) day period, the cure period shall be extended for a reasonable period of time so as to allow Karpel Solutions to complete the cure of the alleged failure or breach. If at the end of the cure period Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement by providing written notice of termination.

TERMINATION BY KARPEL SOLUTIONS: Karpel Solutions may terminate this Agreement on thirty (30) days' written notice to Client for any reason, including, but not limited to, in the event that Client has failed to perform under or materially breaches this Agreement. Failure to timely pay all amounts due and owing and failure to reasonably cooperate with Karpel Solutions in connection with the Services, among other things, shall constitute material breaches of this Agreement.

TERMINATION FOR INSOLVENCY: Either party may immediately terminate this Agreement by providing written notice of termination in the event the other party: (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee, or custodian appointed for it.

RIGHTS AFTER TERMINATION OR EXPIRATION: Upon termination or expiration of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Software Program(s), and each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Software Program(s) provided under this Agreement.

FINAL PAYMENT: In addition to the Data Collection Fee set forth in the Investment Summary due and payable to Karpel Solutions upon termination or expiration of this Agreement, Client shall also be responsible for and shall pay any and all fees earned by Karpel Solutions prior to termination or expiration for all work and services performed and/or expenses incurred by Karpel Solutions under this Agreement prior to termination or expiration. Karpel Solutions will send an invoice to Client with respect to these amounts, and final payment of all amounts due by Client to Karpel Solutions must be paid within forty-five (45) days of receiving the invoice. Past due accounts will be charged interest at the rate of one and one-half percent (1.5%) per month, or at the maximum rate allowable by law. Client also agrees to pay any costs of collection, including reasonable attorneys' fees, incurred by Karpel Solutions in connection with this Agreement.

12. NON-SOLICITATION AND CONFIDENTIALITY OBLIGATIONS

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES: Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising and training its employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance and has the potential to hire Karpel Solutions' employees away from Karpel Solutions. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services to others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement by either party for any reason, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by Karpel Solutions at the time of the solicitation, attempted solicitation, and/or hire or who were employed or engaged by Karpel Solutions within the two (2) year period prior to expiration or termination of this Agreement.

CONFIDENTIALITY. Neither party shall disclose or use any Confidential Information of the other party, except as otherwise set forth in or permitted by this Agreement. Permitted disclosures may be made only if the information (i) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the receiving party; (ii) is rightfully in the receiving party's possession at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (iv) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure; (v) is required to be disclosed by the receiving party pursuant to law, rule, regulation, subpoena, or court order, including but not limited to the California Public Records Act (CALIFORNIA PUBLIC RECORDS ACT GOVERNMENT CODE SECTION 6250 ET SEQ.); (vi) is disclosed due to a rule, order, referral, or request, including without limitation any rule, order, referral, or request of Client's City Council; or (vii) is disclosed as part of the Client's customary contract approval process. Permitted disclosures shall only apply if such disclosures are not prohibited by applicable law.

PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software Program(s) may be confidential Personally Identifiable Information of third parties. The parties shall use their best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client agrees that Karpel Solutions is not liable, and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information caused in whole or in part by Client's own negligence, misconduct, or fault.

DISCLOSURE REQUIRED BY LAW. In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested should the disclosing party wish to seek such a protective order.

SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of Services provided to Client hereunder.

INJUNCTIVE RELIEF. The parties acknowledge that any breach of the non-solicitation and/or confidentiality obligations of this Agreement will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, or other equitable relief which may be available to the non-breaching party without prejudice to any other rights and remedies.

13. MISCELLANEOUS

NOTICES. Any notices provided under this Agreement will be in writing and will be deemed to have been properly given if delivered personally or if sent by: (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by certified or registered mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Jeff Karpel
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300

City of Redondo Beach
c/o Melanie Chavira
415 Diamond Street
Redondo Beach, CA 90277
310-697-3469

karpel@karpel.com

Melanie.Chavira@redondo.org

GOVERNING LAW AND DISPUTE RESOLUTION: This Agreement is to be construed and governed by the laws of the United States and the State of California, without regard to any conflict of laws provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in Los Angeles County, California, and Client expressly waives any and all objections regarding jurisdiction, venue, and/or forum *non conveniens* in such court(s).

ACCEPTANCE TERM. The proposal attached to this Agreement is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.

MODIFICATION AND WAIVER. Any modifications to this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than one made in an explicit written waiver by an Authorized Representative. No waiver of any breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement, whether similar in nature or not.

ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Client, Karpel Solutions, and Karpel Solutions' successors and assigns. Client may not assign or otherwise transfer Client's rights and/or obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and/or transfer this Agreement and/or Karpel Solutions' rights and obligations under this Agreement at any time, and Client's consent to such assignment or transfer is not needed. However, Karpel shall provide notice of such assignment within ninety (90) days of such assignment.

FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, pandemic, epidemic, or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit, or make any representations, claims, or warranties on behalf of the other party without the party's prior written authorization, approval, and consent. Each party shall be responsible for its own conduct and for that of its employees and designated agents with respect to performance and/or non-performance under this Agreement. The parties agree to reasonably cooperate with each other with respect to any third-party claims which may arise from any party's performance and/or non-performance under this Agreement.

SOFTWARE ANOMALIES. New commercial software releases or upgrades, and any hardware and/or software owned by or licensed to Client, used in connection with the Software Program(s) may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services hereunder if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' fees for the Services at the rates stated in the Agreement whether or not a successful solution to such anomalies or issues is achieved.

CLIENT ENVIRONMENT. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans with respect to Client's own information technology environment; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for loss of data in the Software Program(s) or security breaches that result in unauthorized dissemination of data contained in the Software Program(s) that are

the result of Client's own actions, including, but not limited to, Client not following appropriate operating procedures, security and protective measures, and/or adequate backup contingency plans.


ELECTRONIC DOCUMENTS. Client and Karpel Solutions may communicate by electronic means, including, but not limited to, facsimile documents and email. Both parties agree that a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity, an electronic document that contains a signature or USERID is a signed writing, and an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

MARKETING. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality. Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement constitutes the entire agreement between the parties, superseding all prior written and oral agreements. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

**City of Redondo Beach,
a chartered municipal corporation**

DocuSigned by:

6BC0853B8F644F1...

Signature

James A. Light

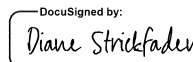
Printed Name

Mayor


Title

8/7/2024 | 8:58 AM PDT

Date

DocuSigned by:

ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager

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

DocuSigned by:

C10F2BA1A364404

Signature

Jeff Karpel

Printed Name

ceo

Title

8/2/2024 | 6:52 AM PDT


Date

ATTEST:

DocuSigned by:

72F2AC746C214CF...
Eleanor Manzano, City Clerk

APPROVAL AS TO FORM:

DocuSigned by:

669049EDE03D402...
Michael W. Webb, City Attorney

Mailing Contact:

Redondo Beach City Attorney's office

Mailing Address:

415 Diamond Street

Redondo Beach, CA 90277

Billing Contact:

Margaret Morallo

Phone Number: (310) 318-0655

Email Address: margaret.morallo@redondo.org

Billing Address:

415 Diamond Street

Redondo Beach, CA 90277

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

Agency Project Manager Contact:

Melanie Chavira _____

Phone Number: (310) 697-3469

Email Address: melanie.chavira@redondo.org

Project IT Contact:

Mike Cook, IT Director _____

Phone Number: (310) 697-3221

Email Address: mike.cook@redondo.org

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN CITY OF REDONDO BEACH AND KARPEL SOLUTIONS
FOR PARTICIPATION IN STATEWIDE DATA SHARING
FOR PROSECUTORBYKARPEL®

Parties:

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.
2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

Authority

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

Definitions

Confidential Information - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

Contributing Party - A Prosecuting Attorney's Office that is a party to this MOU.

Criminal Justice Information - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel and available for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes

limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.

HOSTEDbyKarpel - Application and database delivery platform and website used by PROSECUTORbyKarpel with respect to Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

Information - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

Personally Identifiable Information - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include, but is not limited to, date of birth, social security numbers, addresses, and alias names.

PROSECUTORbyKarpel - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

Statewide Search - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

Purpose

The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice.

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function is viewable by Contributing Parties inside PROSECUTORbyKarpel.

In addition to the permissions and guidelines, the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search

and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is accessible only from inside PROSECUTORbyKarpel.

2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is accessible only from inside PROSECUTORbyKarpel.
3. Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is accessible only from inside PROSECUTORbyKarpel.
4. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is accessible only from inside PROSECUTORbyKarpel.

Ownership, Entry and Maintenance of Information

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.
2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.
3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search.

4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable, information is not alterable or changeable in the Statewide Search database in any way by any other Contributing Party.
5. Statewide Search is only a view of information from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.
6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information, as confidential to the extent authorized by law, including the Freedom of Information Act, 5 U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and state Sunshine Act laws.

Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.
2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to shared Information for use by Statewide Search. A snapshot of the Statewide Data Sharing Portal Details is attached hereto as Attachment A for illustrative purposes.
3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by a Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded from Statewide Search results.

4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have access to Statewide Search within PROSECUTORbyKarpel.
5. Each Contributing Party is responsible for providing its own Internet connectivity to use Statewide Search.
6. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.
7. Karpel Solutions provides a secure method of delivery of the Information that is requested through Statewide Search by providing the information in an encrypted stream through SSL (Secure Sockets Layer) that is only accessible by Contributing Parties.
8. Each Contributing Party has the sole responsibility and accountability for ensuring that its use of the Statewide Search function conforms with laws, regulations, policies and procedures applicable to the Contributing Party.
9. All Contributing Parties agree that any information that is accessed through Statewide Search may only be disseminated in the furtherance of a legitimate law enforcement investigation or criminal prosecution.
10. All Contributing Parties agree that notwithstanding anything to the contrary herein, Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective as to each such party when an authorized representative of the party signs it.
2. This MOU shall remain in full force and effect for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.
3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions

and the Contributing Parties may modify, address, and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU without obtaining the consent of all Contributing Parties provided that such does not conflict with this MOU.

4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate that Contributing Party's participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated by Karpel Solutions if the Contributing Party is not in compliance with the terms of this MOU.
5. Upon termination of this MOU, Karpel Solutions agrees to disconnect the fetching of data used by the Statewide Search function.

SO AGREED, the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

**City of Redondo Beach,
a chartered municipal corporation**

DocuSigned by:

6B0C0853B8F644F1

Signature

James A. Light

Printed Name

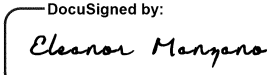
Mayor

Title

8/7/2024 | 8:58 AM PDT


Date

ATTEST:

DocuSigned by:

72F2AC716C214CF...

Eleanor Manzano, City Clerk

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

DocuSigned by:

C110F2B61A364404

Signature

Jeff Karpel

Printed Name

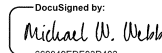
ceo

Title

8/2/2024 | 6:52 AM PDT

Date

APPROVAL AS TO FORM:

DocuSigned by:

660049ED0303402

Michael W. Webb, City Attorney

Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.

Bogus, Charles Robert Jr.
Gang Member, Violent Criminal, Sex Offender, Strike 3

Joe Heltbrand

☐ Entity
 ☐ Int.

Bogus, Charles Robert Jr.

999 Losing His Way

Brady List

Unavailable

Police

99-18-1968

DOB

50

Age

White

Race

Male

Sex

6'02

Height

195

Weight

81818

Address 1

Address 2

Black

Hair

Brown

Eyes

(555)555-5555

State-License#

CA 19191818238

City

MO

State

63101

Zip

State

665544333

Local ID

State ID

Federal ID

Employer

WRD-Ward of the Court 07-15-2015

Defendant Status

☐ Deceased

Person Type

User Fields

Authorized

Marks/Tattoos

Contact Info

Alias

Relations

Gangs

Address Hist

Notes

Schools

Criminal Hist

Defendant	Witness	CoDefendant	Documents	Subscriptions	Finance	Civil
Merced	03-01-2012	MSO 2014-05555	047-450671	CR-0032445	PC459 - First Degree Burglary, Person Presen...	F
Merced	03-01-2012	MSO 2014-05598	047-450424	CR-556677-1	PC459 - First Degree Burglary, Person Presen...	F
Merced	03-01-2012	MSO 2012-05511	047-449923	AP-654654	PC664/PC220(a)(2) - Assault With Intent To C...	F
Merced	09-27-2011	MSO 11-9199999	047-428330	CR-35214	HS11104(a) - Sale, Transfer And Furnishing A...	F

Party Search Results

Name	Address	City, State	Race	Sex	Birth Year
Grafton Bogus, Charly C	P.O. Box 666	North Haverhill, NH		Fem...	1959
Carroll Bogus, Charlene Test	123 Forest dr	Ossipee, NH	White	Fem...	1991
Rockingham Bogus, Charles James	1313 Main St.	Portsmouth, NH	White ...	Male	1968
Belknap Bogus, Charles Jimmy	1456 Loser Way	Center Barnstead, NH	White	Male	1968

Case Information - Bogus, Charles James

File #

015

066192

Report #

PD-55432

Status

CLOSED

Stage

Disposed

L.E. Agency

NH-Fish and Game

Jurisdiction

Rockingham

Assigned

Karpel Solutions

gbksyncaccount@rcso.net

Defense Attorney

Lynn Aaby

lcalavv@comcast.net

Charges

Co-Defend

Court Dates

CNT	Current/Plea Charge	Type	Class	Disposition	Sentence
1	Prohbt Device; Fish & Game	V		GUILTY-PLA	Home Confinement For Not More Than
2	AFSA - Victim<13	F	A	Dismissed- Bench	
3	AFSA - Victim<13	F	A	Dismissed- Bench	
4	AFSA - Victim<13	F	A	Dismissed- Bench	
5	FSA - Sexual Contact - Victim <13	F	B	Dismissed- Bench	

PROSECUTOR by KARPEL

*Criminal Case Management Solution
For Prosecutors by Prosecutors*



CITY OF REDONDO BEACH ATTORNEY'S OFFICE
CALIFORNIA

COST PROPOSAL
AUGUST 1ST, 2024



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

8/1/2024

Melanie Chavira
City Attorney's Office

Dear Melanie,

Thank you for considering PROSECUTORbyKarpel as a criminal case management solution for the City of Redondo Beach Attorney's Office

Karpel is dedicated to and has been highly successful in meeting the needs of Prosecuting Attorneys across the nation. We have clients in 33 states and the following in California:

- Merced County District Attorney's Office
- Plumas County District Attorney's Office
- Glenn County District Attorney's Office
- Siskiyou County District Attorney's Office
- San Luis Obispo District Attorney's Office
- Monterey County District Attorney's office
- Amador County District Attorney's office
- San Mateo County District Attorney's Office
- Tuolumne County District Attorney's office
- Contra Costa County District Attorney's Office
- Sonoma County District Attorney's Office
- Mariposa County District Attorney's Office
- City of Anaheim
- Modoc County District Attorney's Office
- Lassen County District Attorney's Office
- Inyo County District Attorney's Office
- San Benito County District Attorney's Office
- Kings County District Attorney's Office
- Del Norte County District Attorney's Office
- Humboldt County District Attorney's Office
- Sutter County District Attorney's Office
- Yuba County District Attorney's Office
- City of Inglewood
- Nevada County District Attorney's Office
- Mono County District Attorney's Office
- El Dorado County District Attorney's office
- City of Chula Vista
- Madera County District Attorney's Office
- Tehama County District Attorney's Office
- Calaveras County District Attorney's Office
- San Joaquin County District Attorney's Office
- City of Burbank
- Mendocino County District Attorney's Office
- Sierra County District Attorney's Office
- Trinity County District Attorney's office
- Santa Cruz District Attorney's Office
- Kern County District Attorney's Office
- City of Alameda
- City of Santa Monica

I know you have choices, and I encourage you to [use the comparison document](#) in the following proposal to see how potential vendors line up. I also encourage you to look beyond the first-year costs to the total cost of ownership over a 5-year period. PROSECUTORbyKarpel offers a perpetual license as opposed to a subscription. If you are like most, the difference is not clear. [See the end for an overview of the difference.](#)

We say PROSECUTORbyKarpel is "Designed by Prosecutors for Prosecutors". We say that because we provide two upgrades that include hundreds of enhancements every year. Almost all enhancements come from requests submitted one of our more than 700 clients—that means over 19,000 users offer input to make PROSECUTORbyKarpel better.

We appreciate the opportunity to earn your business.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Moser". The signature is fluid and cursive, with the first name "Jeff" and last name "Moser" clearly distinguishable.

Jeff Moser, Sales Executive
(314) 892-6300 x1273 | Mobile (206) 465-6312
jmoser@karpel.com

Executive Summary

Karpel Solutions will provide prosecutor case management software that meets your requirements and is specially configured to match your workflow needs.

We offer an array of advantages over competing vendors, for instance:

PROSECUTORbyKarpel is flexible to your needs

PROSECUTORbyKarpel's configurability distinguishes it from other case management systems. At Karpel, we realize that your agency is unique. You use different workflows, have different reporting needs, use different documents, follow different rules, and need different security privileges,

With PROSECUTORbyKarpel, you are not limited by the needs of "most" agencies. If given the project, we will work with you to learn and define your needs exactly, and then we will configure PROSECUTORbyKarpel to meet those needs.

You can configure PROSECUTORbyKarpel yourself

Besides performing the initial configurations of PROSECUTORbyKarpel for you, we will teach your administrators to configure the software as well. With other vendors, when your needs change, you would need to go through them for expensive customizations. PROSECUTORbyKarpel, on the

other hand, can be configured without our assistance.

You still receive all the benefits of a COTS solution

Although PROSECUTORbyKarpel is completely configurable to your needs, from a technical perspective it is the same version that all Karpel's prosecution clients use, allowing you to take advantage of the knowledge, input, documents, and reports of our nationwide client base.

PROSECUTORbyKarpel has been proven by hundreds of prosecuting agencies

PROSECUTORbyKarpel's excellence can be attested to by some of the largest and smallest prosecuting offices in the country. We have worked with prosecuting agencies since our inception, meaning our development and project management teams are very familiar with and skilled in meeting the needs of agencies such as yours.

PROSECUTORbyKarpel includes superior client assistance

To choose PROSECUTORbyKarpel is to choose a vendor that offers extensive and ongoing training, bi-annual version upgrades, experienced project management, and flexible client assistance. Our retention rate, unsurpassed in our industry, attests to the satisfaction of our clients with our products and our service.

Introduction to Karpel Solutions

Karpel has successfully implemented PROSECUTORbyKarpel in over 700 agencies in 33 states. Our exclusive focus on the justice community means our development and project management teams are very knowledgeable about the needs and requirements of prosecuting agencies such as yours and has great experience in meeting them.

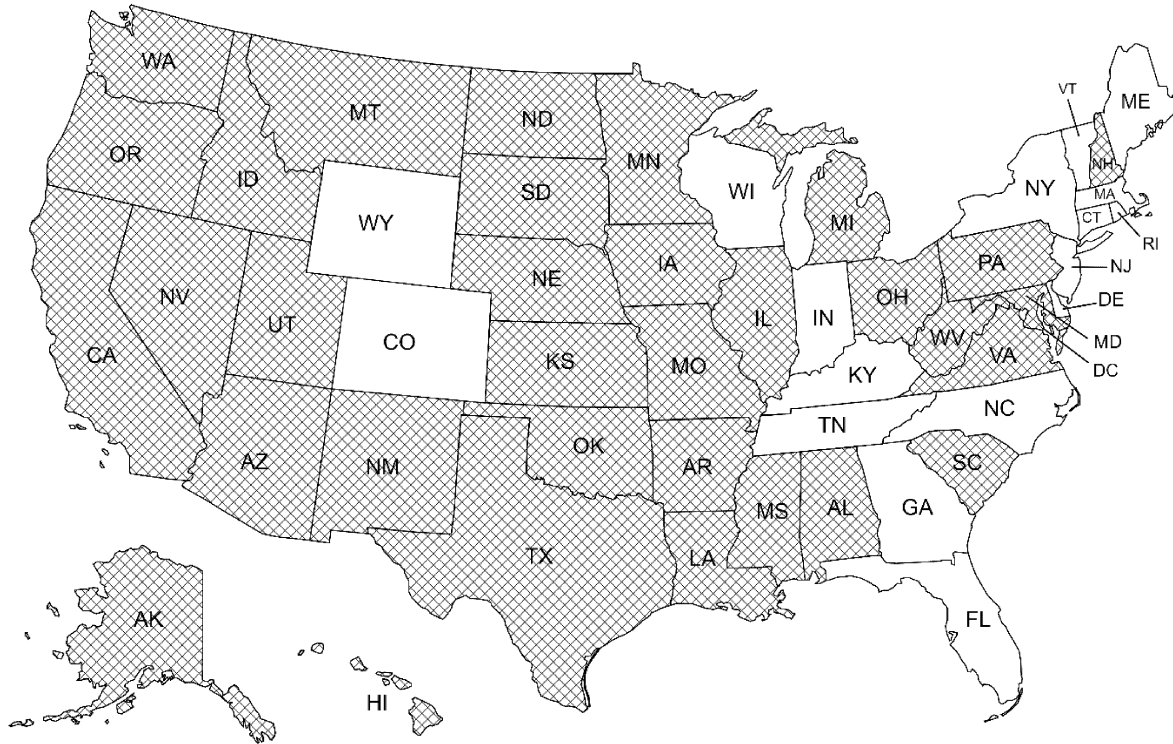
All of our projects involve configuring PROSECUTORbyKarpel to meet our client's specific needs, and many of these implementations have also included large, even state-wide data sharing and data conversion components. Our extensive experience in each of these areas assures you that we have the ability to successfully create and configure your project as well. Our client retention rate, unsurpassed in our industry, attests to both the power of our software and the satisfaction of our clients with our services.

We use our sizeable research and development budget to enhance PROSECUTORbyKarpel according to client requests and our ongoing research into prosecutors' needs. Through our aggressive release cycle, we ensure that PROSECUTORbyKarpel is compliant with the latest technologies (e.g. SQL Server 2019, Windows 11). We are also a Microsoft Certified Partner, giving us the added advantage of having access to technical coordination and advisory services directly from Microsoft.

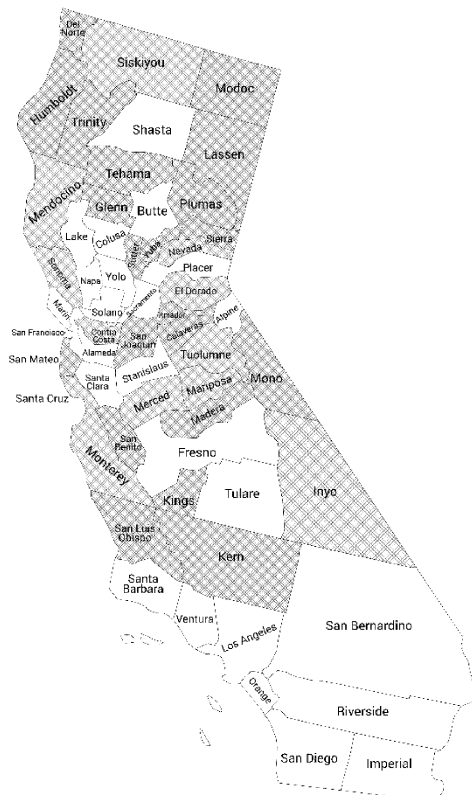
KARPEL QUICK FACTS:

- Privately held corporation
- Based in St. Louis, MO
- Founded in 1985
- Over 700 client agencies and over 19,000 users
- Extensive experience in creating data sharing and conversion projects
- Adhere to and conformant with national integration standards
- Compliant with latest technologies

Clients



Blue states and counties signify Karpel clients



Why Choose PROSECUTORbyKarpel?

PROSECUTORbyKarpel can be configured to employ your business rules, use your terminology, show the information you want, and generate the documents and reports that are important to you

Prosecuting agencies have been the focus of our company since our inception. In fact, we support over 600 agencies, meaning we have acquired vast knowledge about the needs and requirements of these agencies and great experience in meeting them. Due to our vast client base, Karpel Solutions knowledge and experience enables PROSECUTORbyKarpel to come “out of the box” prepared to meet the data entry, reporting, tracking, documenting, and other needs of most prosecuting agencies.

Nevertheless, PROSECUTORbyKarpel is different from other case management solutions because, while it comes with most of your needed functionality intact, our focus is on providing you with a solution that is specifically aligned to your business processes and needs. PROSECUTORbyKarpel is a “hybrid” solution, meaning that it gives you all the advantages of a commercial product—regular releases, rapid response support team and a nationwide user base of your peers—with all the flexibility of a custom-developed application.

PROSECUTORbyKarpel can be completely customized to meet your unique prosecutor case management needs. If given this project, we will meet with you at the project start to discuss your needs and expectations, and we will configure PROSECUTORbyKarpel to meet those needs. With PROSECUTORbyKarpel, you can configure your screens, terminologies, drop-down menus, business rules, and more without modifying the source code. We will also create customized reports and automated documents for your agency, reporting on the information you need and using the format you want.

Because configurations can be made without altering the source code, as your agency grows and your needs change, you can modify PROSECUTORbyKarpel yourself. Configurations you make will not decrease your compatibility with later releases of PROSECUTORbyKarpel.

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“ Since transitioning to PbK in March of 2019, my office has achieved a level of efficiency I hadn’t previously thought possible. The implementation process was energizing for everyone in the office as we explored all that is possible with PbK and tailored it to our needs. The data conversion, training and ongoing support has been outstanding. PbK allows us to be more adaptable, more innovative and engage in quicker and more effective communication, both internally and externally.”

Daniel McIntosh
County Attorney, Steele
County, MN

• • •

Implementation Description

Karpel's implementation team will work with you to find out your exact needs and configure your software accordingly

Project Overview

To enable both parties to communicate and establish project expectations and timelines, a Karpel project manager will hold an in-depth planning meeting with your agency's designated project manager at the start of the project. Depending on what is most convenient for you, we can hold this meeting online, over the phone, or live at your agency (for an additional charge). You will know and be able to give approval for our finalized plans because our project manager will send you a detailed project plan and communications plan.

To ensure all aspects of your project are completed exactly as you require, we will assign an experienced project management team that consists of a project manager, support resource, documentation specialist, and custom developer (if needed).

So that you can maximize use of your new software, you will receive administrator and end user training as part of your project. You can also receive continued training in the form of free webinars and an affordable yearly conference.

Following go-live, your agency and users will have continual access to our support resources for as long as you maintain a support contract.

Client Involvement during Implementation

To ensure your software meets all the goals and requirements you have for it, we seek your input and approval throughout the project. Our project management team will learn your specific goals, workflows, and needs for the software through a detailed planning meeting at the start of the project.

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"I want to thank Karpel for the tremendous job they did converting our data. We now have a database that is usable and helpful for every employee of the office...Most importantly, Karpel has provided an effective tool that increases our ability to prosecute crime in our county."

--Michael Hunt, Chief
Trial Attorney, Jackson
County, Missouri

• • •

Implementation Description *(cont.)*

So that your deliverables are created as you want them in the minimal amount of time, we seek your input prior to creating any template, document, dashboard, or other configuration. To ensure that the finished product meets your approval, we have you look over our work when we finish. You will always know exactly what we are doing and what you need to do as our project manager will communicate with your project manager regularly throughout the duration of the project. You largely control how quickly you go live, as the time you dedicate to the project is the key factor in how quickly it can be completed.

The following table helps you organize your efforts through describing the people you need, their responsibilities, and their involvement level. Allocate the roles as it makes most sense for you: for instance, one person can fill multiple roles, or multiple people can fill one role (increasing or decreasing their time commitment accordingly).

Role	Responsibilities
Project Manager	<ul style="list-style-type: none">• Coordinate your resources to perform tasks assigned to your agency, as listed in Statement of Work and project plan• Coordinate appropriate personnel and resources for meetings, training, etc.• Serve as Karpel's primary contact throughout project.• Help develop and then approve the Project Plan• Approve and implement the Communication Management Plan & Change Management Plan• Review and sign off on project tasks• Approve and release payments according to payment milestones
PROSECUTORbyKarpel Administrator(s)	Receive administrator training in order to manage the system following implementation.
IT Staff	Provide permissions and workstation setup as needed.
Subject Matter Experts (SMEs)	<ul style="list-style-type: none">• Review data• Define office workflows and procedures to aid in system configuration• Define and test documents and reports you want created• Define and test data exchanges and conversions (if applicable)• Receive document & report author training (if applicable)

What's Needed From Your Office for a Successful Project

- Sufficient time for review of data
 - Let's review the "Preload Workbook"
- Sufficient time for data conversion review
 - Verification of 10 cases per year you have used the legacy system
 - This will happen at least three times
- Sufficient time for document conversion
 - Review charging, motions, victim/witness, sentencing and disposition, and civil
 - Review each document by running an event to test document generation
 - 10 minutes per criminal document
 - 20 minutes per civil document
- Timeliness
 - Must be willing to stick to agreed upon timeline and dates
 - Decision-making attorney must respond to emails within 24 hours to keep project moving forward
 - Decision-making attorney must attend:
 - Project kickoff
 - Establishment of timeline
 - Interface definition meetings
 - Document review signoff
 - Data conversion signoff
- You must be able to provide data and document templates from current system within two weeks of contract signature

Professional Services

Software is only one piece of a successful solution implementation. Our client retention rate is due to both the power of our software and the quality of our professional services, some of which include:

- **Client-designed solutions**—As a client, you influence the development of your software with your enhancement requests.
- **Version upgrades at no additional cost**—You will receive all regular version upgrades, including major releases, at no additional cost for as long as you maintain a support agreement.
- **Continued training**—Besides the in-depth training you receive as part of your implementation, you can receive continued training in the form of free webinars and an affordable yearly conference.
- **Data conversions**—Take your data with you when you migrate to PROSECUTORbyKarpel. We have successfully converted agencies of all sizes and from all types of custom-built and commercial applications. If desired, we will convert yours as well.



“ You and your team worked so well with all the employees of the (City of St. Paul) Criminal Division and I have heard nothing but positive feed back from all my colleagues. Not only was the support and training excellent in delivery and content, you guys were just plain fun to work with!”

The Honorable Laura Pietan
10th Judicial District Judge, Former Deputy City Attorney



Client Services

By choosing PROSECUTORbyKarpel, you choose a quick response time, friendly service, and free version upgrades.


When you experience difficulties with your software, you can quickly receive support via the method most comfortable for you, whether that is through calling or sending an email. If you call, you will nearly always reach a live person immediately, and, unlike many support centers, we won't funnel you through an automated menu system. Our client retention rate is largely due to the satisfaction of our clients with their support.

For as long as you maintain a support contract, you will have access to the following services:

- *Support Personnel:* Access support via telephone or email 24x7.
- *Version Releases:* Receive regular version releases, including major version releases annually
- *Patches:* Receive interim release fixes if necessary


Most support issues are resolved on the spot, while a few may take more time and research to solve.

Resolution times are clearly communicated to you.



“ I appreciate the continued customer service and the PbK system which has changed the way that we do business for the better.”

David M. Stumbo
8th Circuit Solicitor, South Carolina



HOSTEDbyKarpel

Karpel Solutions offers prospective clients our hosting environment for their **PROSECUTORbyKarpel** application within our cloud based **HOSTEDbyKarpel**.

Several years ago, the cloud did not represent an acceptable option. Now, some of our largest installations such as King County WA (Seattle) with 356 users, City/County of Honolulu with 250 users, and Maricopa County AZ (Phoenix), with nearly than 1,000 users use our hosted solution. Our hosted solution has a 99.5% uptime SLA and has a **99.9988%** record over the last ten years. The solution is managed by our system administrators and engineers employed by Karpel Solutions. 24/7/365 monitoring is performed by our technicians and by other systems run by Karpel Solutions. Server maintenance occurs monthly during off hours (weekends) with client notification three business days prior to the scheduled maintenance. External penetration testing and uptime verification is performed by third party systems.

Hosting Partner: Microsoft Azure Government (CJIS, FedRAMP, HIPPA compliant)

Data Encryption: in transit and at rest

Backup: Three separate systems in primary Azure Zone (default is Arizona)

Disaster Recovery: Near real-time replication to secondary Azure Zone (default is Texas)



File type limitation: None

File size limitation: None

Browser Support: Edge, Chrome, Firefox, and Safari

Device Support: Any device with browser and internet

Additionally, every year Karpel Solutions employees with access to the corporate network go through a federal fingerprint check and security awareness training to remain CJIS compliant. Our hosted service includes offsite backup and disaster recovery services provided by replication between two geo-diverse datacenters.

HOSTEDbyKarpel (cont.)

Karpel Solutions hosted services are provided through Microsoft's Azure Government Cloud. Microsoft's Azure Government Cloud is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA). For more information regarding security and CJIS compliance, please go to <https://azure.microsoft.com/en-us/support/trust-center/compliance/>

• • •

"We are working from home so having Karpel has been HUGE in getting this accomplished. I am so thankful your business card made it to my desk."

Tammy - Pickaway County Prosecuting Attorney's Office, Ohio

"Not sure I like working from home but so glad we can."

Keli - Tulsa County District Attorney's Office, Oklahoma

"I can't tell you how great it has been to be able to have staff work from home (be)cause we have such a great system."

Barbara - Polk County District Attorney's Office, Oregon

"LOVE having PbK, it's made this work wherever you are possible for our office. Appreciate all you guys do for us!"

Sandy – Ramsey County Attorney's Office, Minnesota

"Now that we're about 6 months in, Becca and I agree we couldn't operate without PbK"

Kelsie – Blaine County Attorney's Office, Montana

• • •

Pricing Proposal

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel	6	\$2,250	\$13,500
Total Software			\$13,500

Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Data Preload	1	\$1,500	\$1,500
Workstation setup and System Compatibility Check (per computer)	6	\$50	\$300
Total Installation Services			\$2,800

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	4	\$150	\$600
Data Conversion:None			
Data Conversion Storage (per TB after included 2TB)	0	\$500	\$0
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	4	\$150	\$600
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500	\$2,500
Total Professional Services			\$3,700

Training Services	Qty.	Price	Total
Go-Live Training (days)	4	\$1,200	1 resource \$4,800
Post Go-Live Support and Training (days)	0	\$3,600	3 resources \$0
Total Training Services			\$4,800

Customization Services	Qty.	Price	Total
Interface: Law Enforcement RMS (Mark43) - Phase 2	1	\$15,000	\$15,000
Total Customization Services			\$15,000

Estimated Travel Expenses **\$3,400**

Total One-Time Costs **\$43,200**

Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	6	\$575	\$3,450
Includes 24x7 support, two upgrades annually, and unlimited eDiscovery			
Hosting Services (per user/year)	6	\$150	\$900
External Agency Portal	1	\$0	\$0
Interface: Law Enforcement RMS (Mark43) - Phase 2	1	\$3,000	\$3,000
Additional storage after included 2TB	0	\$500	\$0
Total Annual Support Services			\$7,350

Pricing Proposal *(cont.)*

Optional Items	Price
External Agency Portal (Limited Case Data View, Digital File Attachment, eSubpoena, eReferral)	\$5,000
External Agency Portal Annual Support	\$1,000
JasperSoft Reporting Module	\$1,000
<i>JasperSoft Reporting Module Annual Support</i>	\$5,000
<i>JasperSoft Reporting Module Training (minimum)</i>	\$600
Custom Reports (per report)	\$1,000
Document Template Conversion After 100 Documents (per document)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$50
Data back-ups provided to client for download (each)	\$100
Additional Storage After Included 2TB (per terabyte, per year)	\$500
Additional Storage After Included 2TB (per 100 terabytes, per year)	\$32,000

PLEASE NOTE THE FOLLOWING:

Sales and/or Use Taxes not included.

Your PbK application includes 2TB of data storage. Additional Storage is charged according to the prices listed in the optional pricing grid.

The cost of interfaces represents interface development and deployment from Karpel Solutions. There may be a cost from the other vendor that is not reflected here. Please check with the other vendor for details.

Interfaces not currently in production will be considered as “Phase 2” and implemented post-go-live.

The cost of data conversion assumes data is provided in an acceptable format. Please check with your current vendor to determine if they will charge you for extracting your data.

Things To Consider When Evaluating Case Management Systems

Every agency deserves software that is easy to use, functional, intuitive, and responsive, as well as a vendor that stands behind its promises. The process of researching and selecting a software vendor can be difficult and time-consuming but choosing the right vendor to provide software that fits your needs will make the effort worthwhile. Use the questions below to help you gather information, evaluate vendors, and make the right choice.

1. Karpel Solutions 2. _____ 3. _____

Company Background | What you should know about a software vendor

How many years has the vendor been in business?
How many customers does the vendor have?
How many users does the vendor have?
How many references can the vendor provide?
How often does a new update become available?
Can you take advantage of enhancements other customers have requested?
Has the vendor's software been acquired from buyouts or mergers?
How many employees does the vendor have?
What percentage of employees are devoted to development and support?
Does the vendor aggressively support data sharing?
Does the company meet strict CJIS compliance requirements?
Is the company involved in litigation with current/former customers?

Karpel	Vendor 2	Vendor 3
23+		
Over 650		
17,000+		
650+		
6 Months		
YES		
NO		
Over 100		
85%		
YES		
YES		
NO		

References | What you should ask agencies about their current vendor

Was the project implemented in the timeframe the vendor promised?
Was the project within the budget the vendor quoted at the time of signing?
Were extra expenses discovered after contracts were signed?
Did the agency receive all the functionality that was originally expected?
When the agency calls support, what is the vendor's average response time?
What is the average system uptime and availability?
Do upgrades/enhancements require new installations on every PC?
Is 100 percent of system support provided by the vendor or do they use a third party?
Does the agency know of other sites using the same system?
How long have you been using their software?
Was contracting difficult? How long did it take?

Karpel	Vendor 2	Vendor 3

Pricing | What you should know about a software investment

How many user licenses did the vendor include in its pricing, and is it enough?
Do you have an option for a perpetual license?
If you are doing a data conversion, has the vendor done one of your current system?
Does pricing include all travel and per diem for the vendor?
Does pricing indicate what second year support will be?
Is project management included in the pricing?
Does pricing include implementation and installation?
Is pricing fixed, or are there items that can change later?
Are upgrades/updates included with support fees?
Is on-site training included in pricing?
Does pricing include additional ongoing training?
Is document template conversion included in pricing?
If you decide to part ways with the vendor, how much do they charge for YOUR data?

Karpel	Vendor 2	Vendor 3
YES		
YES		
YES		
YES		
YES		
FIXED		
YES		
YES		
YES		
\$1,000		

Customer Experience | How will the vendor work with you?

What is the vendor's Technical Support hours?

How often are support calls answered by a live human being?

How often are support calls resolved in less than 24 hours?

How many updates does the vendor provide every year?

How are enhancement requests handled by the vendor?

Does the vendor host an annual Users' Conference?

Is the vendor committed to 100% of your data being converted?

Will the vendor work with your law enforcement and courts for interfaces?

Do those interfaces have standard, fixed costs?

Is the vendor open to building integrations with other applications affordably?

Does the vendor offer you \$5MM in liability protection?

Does the vendor value clients of all sizes, from the very smallest, to the very largest?

Does the vendor offer a "lite" or limited features/functionality version?

If the vendor changes technology platforms, will you be charged for data conversion?

Karpel	Vendor 2	Vendor 3
24x7		
>90%		
>85%		
2		
YES		
YES		
YES		
YES		
YES		
YES		
YES		
NO		
NO		

Features & Functionality | What can the software do for you?

Does the software...

Offer access anywhere, anytime, on any device, with any browser?

Integrate with Microsoft Outlook/Exchange/Office365 for email and calendaring?

Include integrated video editing, redacting, and transcoding?

Integrate with Microsoft Word and save documents as standard Word documents?

Offer easy drag & drop from Windows and Outlook?

Offer integrated eDiscovery, with tracking and unlimited use?

Include integrated scanning, without additional cost?

Integrate with Westlaw Legal Research?

OCR and index scanned documents and other files that are in the case for easy search?

Include hundreds of canned/ad-hoc reports?

Include Victim Services and automatically create the VOCA PMT?

Offer a Victim Portal?

Allow for easy use in the courtroom?

Include comprehensive financial tracking?

Include Evidence.com integration at no additional cost?

Have easy-to-use document management with a familiar Windows-type interface?

Have the ability to build your charge language automatically?

Allow you to build complex workflows easily?

Include two-way texting without any additional fees?

Have an external portal for users outside of your office?

Does that portal offer external users the ability to upload files directly to cases?

Using that portal, can external users easily create their own referrals?

Allow you to send electronic subpoenas to law enforcement?

[illegible]

Karpel Solutions
9717 Landmark Parkway
St. Louis, MO 63127

Blakelyn Bailey, Senior Sales Executive
bbailey@karpel.com | karpel.com
(314)893-6200 x1133 | Mobile (612)836-3633

Workstation Configuration

Recommended Workstation Configuration

Operating System	Windows 10, Windows 11
Memory	6GB
Processor	Intel Core i5-latest gen dual-core (or better)
Hard Drive	1x250GB 7.2kRPM SATA 3Gbps
Browser	Internet Explorer 11, Chrome, Edge, Firefox, Safari
Microsoft Office	Microsoft Word and Outlook 2013 or newer Desktop Versions
Internet connection speeds:	1-10 users: Minimum 20+ Mbps down / 10+ Mbps up
	11-25 users: Minimum 50+ Mbps down / 10+ Mbps up
	26-50 users: Minimum 100+ Mbps down / 20+ Mbps up
	51-75 users: Minimum 150+ Mbps down / 20+ Mbps up
	76-100 users: Minimum 200+ Mbps down / 100+ Mbps up

Minimum Workstation Configuration

Operating System	Windows 10, Windows 11
Memory	4GB
Processor	Intel Core2Duo dual-core 2.0GHz (or better)
Hard Drive	1x80GB 7.2kRPM SATA 3Gbps
Browser	Chrome, Edge, Firefox, Safari
Microsoft Office	Microsoft Word and Outlook 2013 or newer Desktop Versions
Internet connection speeds:	1-10 users: Minimum 10+ Mbps down / 10+ Mbps up
	11-25 users: Minimum 20+ Mbps down / 10+ Mbps up
	26-50 users: Minimum 30+ Mbps down / 20+ Mbps up
	51-75 users: Minimum 50+ Mbps down / 20+ Mbps up
	76-100 users: Minimum 100+ Mbps down / 100+ Mbps up

Bear in mind that as **minimum requirements to connect to the PROSECUTORbyKarpel application, these specifications are designed to present functionality, not performance. Workstations adhering to these specs will be able to use PROSECUTORbyKarpel, but they cannot be expected to perform at the same level as PCs which meet our listed recommendations. Please be aware and plan accordingly.*

Optional Configuration & Associated Requirements

Microsoft Exchange Server for Calendaring

Feature	Requirement
Exchange Server Version	Microsoft Exchange Server, Standard or Enterprise edition, 2019 or Office365 Karpel synchronization account (documentation on configuring this is available)

Scanners

Feature	Requirement
Scanning	Scanners with a TWAIN driver Note: Fujitsu scanners using ScanSnap <u>do not work</u>

Blob Storage Connectivity

Feature	Requirement
Port availability for users to access storage	A specific port between 50000-51000 will be assigned to the following URL https://blob.hostedbykarpel.com:xxxxx

Recommended PDF Applications

Feature	Requirement
PDF application recommended	Foxit
PDF applications supported (possible configuration modifications may be needed)	Adobe DC Professional

NetTranscripts

Feature	Requirement
NetTranscripts Integration for transcription of audio files to Word/PDF/RTF files	NetTranscripts Account

Jaspersoft

Feature	Requirement
Jaspersoft Reporting Server	Purchase of Jaspersoft Reporting Server module from Karpel

Perpetual License v. Subscription License

If you are like most people, the difference between a subscription software license and a perpetual software license is unclear. The implication may cost you 10s or 100s of thousands of dollars over the life of your use of your new case management software. Take a minute to understand the differences.

Let's start with simple definitions.

Perpetual License: A license authorizes the owner to use the Software indefinitely after payment of a single fee.

Subscription License: Instead of a one-time purchase, user must make recurring monthly or annual payments to use the software.

The biggest difference is that a subscription requires you to pay your monthly or annual fee just to use the case management software. If you don't pay, you can't use it. Period.

With a perpetual license, you can continue using the software in perpetuity even if you stop paying for support and maintenance. You will lack support and upgrades, but you are still entitled to use PROSECUTORbyKarpel while only paying hosting costs.

On the surface, having a lower first-year cost sounds enticing. Several experts believe that on a rough estimation, the breakeven point for Subscription license versus Perpetual license is approximately 5 years. If you expect to use your case management software for more than 5 years, you are much better off with case management software that offers a perpetual license.

Here is a simple way to calculate Ten-Year Total Cost of Ownership (TCO)

Subscription Vendor: Annual subscription fee x 10. (do not forget to include the year-over-year increases after year 5)
PROSECUTORbyKarpel: First-year cost + 9 years Annual Support

I bet you will find the 10-year TCO numbers drastically different.

*Why do software vendors like the subscription model? **Clients have less negotiation power.** The relationship usually starts with a lower cash outlay that is less likely to attract purchasing department attention or intense competition. However, as the service and billing grow, many try to lower costs by renegotiating the contract, only to be rebuffed. Clients are then between a rock and a hard place. Either continue to pay to use this critical software or pay a lot of money to "get back" their data and move to a new vendor.*

Do I Need a Desktop Scanner?

There is not a ***need*** per se, but the amount of time saved will be significant. Here are the two scenarios:

Using a multifunction device down the hallway:

1. I need to scan a 100-page document
2. I walk down the hallway to the device
3. Someone is already using the scanner, so I wait
4. I then scan my document
5. I walk back to my desk
6. It uploads it to a directory or emails it to me
7. I open PbK, go back to the case I needed it for and click on the Documents tab
8. I then click and drag that document into the case
9. I then rename it from the generic filename assigned by the copier so I know what it is and add a document category

Using a desktop scanner:

1. I have the case open
2. I click the scan button in PbK
3. I give it a name and document category
4. Document is added to case

Scenario one probably adds at least 10 minutes per document scanned. If you look at the fully loaded employee cost, it is likely at least \$40/hour after salary, benefits, payroll taxes, etc.

If a user scans just 6 documents each day, they could be “wasting” one hour per day, or \$40 per day. Extrapolated to 47 weeks each year (removing holidays and vacation) and the cost is suddenly \$9,400 per year.

Suddenly a \$400 scanner has a very fast Return On Investment.

Here are a few scanners that we recommend:

- Epson ES400
- Canon P-215II
- Canon R40
- Canon DRC-225
- Fujitsu 7030
- Fujitsu 7160
- Fujitsu 7180

Note: Fujitsu ScanSnap scanners ARE NOT compatible with PbK

Note that to be compatible any scanner you select must have a TWAIN driver.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2024

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.

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PRODUCER KOURY INSURANCE AGENCY 11039 MANCHESTER RD. ST. LOUIS MO 63122	CONTACT NAME:		
	PHONE (A/C, No, Ext): 314-822-9275	FAX (A/C, No): 314-822-4670	
INSURED KARPEL COMPUTER SOLUTIONS DBA KARPEL SOLUTIONS 9717 LANDMARK PARKWAY ST. LOUIS, MO 63128	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : NATIONAL FIRE INSURANCE		
	INSURER B : LIBERTY MUTUAL INSURANCE CO.		
	INSURER C :		
	INSURER D:		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER: 77941****REVISION NUMBER: 1****SUPERCEDES PREVIOUS REVISIONS**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6011773632	11/04/23	11/04/24	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		AZG66558175	11/04/23	11/04/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 10,000			6011773646	11/04/23	11/04/24	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A	ERRORS & OMISSIONS / CYBER TECHNOLOGY	X		601173632	11/04/23	11/04/24	\$5,000,000 \$25,000 RETENTION

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

CERTIFICATE HOLDER**CANCELLATION**

CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

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

Attention: CHRISTINE.SHIN@REDONDO.ORG JMOSE@KARPEL.COM

VICTOR A KOURY

ACORD 25 (2014/01) Certificate # 77941 Revision # 1

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DATE (MM/DD/YYYY)

8/1/2024

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PRODUCER ANCO Insurance PO Box 3889 Bryan TX 77805	CONTACT NAME: Brett Livingston PHONE (A/C, No. Ext): 713-280-2205 E-MAIL ADDRESS: livingstonb@anco.com FAX (A/C, No):
INSURED Karpel Computer Systems DBA Karpel Solutions 9719 Landmark Parkway St. Louis, MO 63128	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Pool INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
KARPSOL-01	NAIC # 914

COVERAGES**CERTIFICATE NUMBER:** 1895283387**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	61WBCBD9PPM	12/15/2023	12/15/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

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