

MEMORANDUM OF UNDERSTANDING

BETWEEN CONTRA COSTA COUNTY AND _____

**FOR ELECTRONIC INTERFACE WITH DISTRICT ATTORNEY CASE
MANAGEMENT SYSTEM**

This Memorandum of Understanding (“MOU”), is between the County of Contra Costa, a political subdivision of the State of California (“County”), and _____ (“Agency”), and is dated _____, 2017.

RECITALS

- A. County and Karpel Computer Systems, Inc. (“Karpel”) entered into a Software and Services Agreement, dated June 20, 2014 (“Karpel Agreement”), that authorizes County, through its Office of the District Attorney (“the DA”), to use Karpel’s case management system software, PROSECUTORbyKARPEL (“Software”). Pursuant to the Karpel Agreement, Karpel licenses the Software to County, provides hosting services for the Software and associated data for County, and provides Software maintenance and support services for County.
- B. Section IIIA of Appendix E to the Karpel Agreement includes the option of purchasing law enforcement interfaces to the System (as defined in the Karpel Agreement). A law enforcement interface to the System (“Agency Interface”) allows a law enforcement agency to electronically submit requests for criminal prosecution (“RFP”) to the DA.
- C. To establish an Agency Interface, a law enforcement agency asks County if it can establish an Agency Interface. If County consents, County contacts Karpel and requests that Karpel set up an Agency Interface for the law enforcement agency. In coordination with the law enforcement agency, Karpel sets up the Agency Interface and provides maintenance and support services for the Agency Interface. Karpel invoices County for the costs of the Agency Interface. County invoices the law enforcement agency for the costs of the Agency Interface.
- D. Agency desires to establish an Agency Interface that enables Agency to use the System to submit RFPs to the DA.
- E. The purpose of this MOU is to set forth the terms and conditions pursuant to which an Agency Interface will be created and paid for, and County’s conditions for Agency’s use of an Agency Interface to submit RFPs to the DA.

For good and valuable consideration, the parties therefore agree as follows:

AGREEMENT

1. Agency Interface. Subject to the terms and conditions of the Karpel Agreement, County hereby grants Agency the right to establish and use an Agency Interface.
 - 1.1 Installation, Use, and Maintenance of Agency Interface. Agency will work directly with Karpel for the creation, implementation, installation, support, and maintenance of the Agency Interface. County has no responsibility to Agency, or otherwise, for the creation, implementation, installation, support, or maintenance of the Agency Interface. Except as stated in Section 1.5, County has no responsibility to Agency, or otherwise, for training related to the Agency Interface.
 - 1.2 Authorized Support Representative. Agency will designate an authorized support representative who will perform the obligations of a County Authorized Support Representative on behalf of the Agency for the Agency Interface as set forth in Section III(F) of Appendix H of the Karpel Agreement.
 - 1.3 Agency Interface Communications. The Agency Interface is a one-way interface, which will enable Agency to electronically submit RFPs to the DA. Agency shall submit accurate and complete information to the DA through the Agency Interface. Agency shall not submit information to the DA in violation of federal, state, or local laws. Agency will not use the Agency Interface for any purpose other than as necessary to submit RFPs to the DA. Through the Agency Interface, the System may issue an acknowledgement to Agency upon receipt of an RFP from Agency, and the System may issue other notifications such as error or reject messages to Agency regarding an RFP.
 - 1.4 Agency Security Requirements.
 - 1.3.1 Agency will comply with the U.S. Department of Justice Criminal Justice Information Services Security Policy, including any revisions to this Policy that may be implemented after the effective date of this MOU.
 - 1.3.2 Agency will not share or disclose its access methods or credentials to the Agency Interface with any unauthorized persons.
 - 1.3.3 Karpel may impose additional security requirements on Agency for Agency's use of the Agency Interface.
 - 1.5 Training. In addition to any requirements Karpel may impose on Agency, Agency shall not authorize any Agency employee to access the Agency Interface until the employee has completed training on RFP submission at the DA's Office. The DA will provide the training on RFP submission at no cost

to Agency. With the exception of the DA training regarding RFP submission, Agency is responsible for training its employees to use the Agency Interface. Agency shall allow only properly trained and supervised personnel to access the Agency Interface.

- 1.6 RFP Verification. Agency must verify the status of an RFP by having authorized Agency staff search, display, and review the RFP through one of the System's components, as determined by County and authorized by Karpel, before contacting the DA to inquire about the status of the RFP.
- 1.7 Equipment. County is not providing any equipment in connection with this MOU. Agency is responsible for obtaining and maintaining any equipment necessary to use the Agency Interface.
- 1.8 Reporting. Upon learning of any failure of the Agency Interface that prevents timely or accurate transmission of information from Agency to County, each party will immediately report the failure to the other party. Upon learning of any virus or other system corruption that impacts the Agency Interface, each party will immediately report the virus or other system corruption to the other party.

2. Costs.

- 2.1 Agency's Costs. With the exception of the DA training regarding RFP submission described in Paragraph 1.5, all costs associated with the Agency Interface, including, but not limited to, the establishment and installation of the Agency Interface, Agency's use of the Agency Interface, any training of Agency personnel regarding the Software and the Agency Interface, the maintenance and support of the Agency Interface, any operational costs, any hosting costs, and the costs of any hardware, are the sole responsibility of Agency. County is not responsible for any costs related to the Agency Interface.
- 2.2 Initial and Annual Fees. Agency's costs will include, but may not be limited to: a fee of \$5,000 for the installation and implementation of the Agency Interface; and an annual fee of \$1,000 for the maintenance of the Agency Interface. Pursuant to the Karpel Agreement, Karpel will invoice County for the costs associated with the Agency Interface.
- 2.3 Invoicing. Upon receipt of an invoice from Karpel related to the Agency Interface, County will send the invoice to Agency for the costs of the Agency Interface. Agency shall pay County in full within twenty (20) days of the date of the invoice from County. Payments are to be directed to:

Bruce Prell
Law & Justice Business Systems Manager
Office of the County Administrator
30 Douglas Drive, Room 264
Martinez, California 94553-4068

3. Term and Termination.

- 3.1 Duration. This MOU and the rights granted hereunder are coterminous with the term of the Karpel Agreement unless this MOU is sooner terminated as provided herein. The Karpel Agreement terminates on June 20, 2018 unless extended by mutual agreement or sooner terminated. If the Karpel Agreement is extended by Karpel and County, this MOU shall automatically be extended so that it is coterminous with any extension of the Karpel Agreement.
- 3.2 Termination. Either party may terminate this MOU for any reason upon thirty (30) days prior written notice. If Agency fails to comply with any provision of this MOU, including a failure to comply with the DA's instructions for submitting RFPs to County, County may terminate the MOU, upon ten (10) days prior written notice to Agency, in the sole discretion of County.
- 3.3 Obligations Upon Termination. Immediately upon termination of this MOU for any reason, Agency shall cease use of the Agency Interface and will destroy any and all copies of access methods and credentials to the Agency Interface. In the event of termination of this MOU, Agency shall pay County any costs for which Agency is responsible pursuant to Paragraph 2.

4. Agency Acknowledgements. Agency acknowledges and agrees that:

- 4.1 Agency has received an executed copy of the Karpel Agreement.
- 4.2 Agency has received a copy of the DA's instructions for submitting RFPs to the DA. Agency further acknowledges that the DA's instructions are subject to change.
- 4.3 Agency is not acquiring any license to use the Software.
- 4.4 County is not providing Agency with any Product (as defined in the Karpel Agreement) and the Agency Interface is being provided to Agency by Karpel.
- 4.5 Karpel may require that Agency execute documentation and/or enter into an agreement with Karpel before Agency can use the Agency Interface.

- 4.6 County is not providing any data hosting services for Agency.
- 4.7 Nothing in this MOU is binding on Karpel.
5. No Third Party Beneficiaries. Nothing contained in this MOU is intended, nor shall it be construed to create rights inuring to the benefit of third parties, including, without limitation, Karpel.
6. Immunities. By entering into this MOU, no party waives any of the immunities provided by the California Government Code or any other provision of law.
7. Disclaimer. County expressly disclaims any implied warranties regarding the Agency Interface, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. Indemnification. Except to the extent caused by County's sole or active negligence or willful misconduct, as it relates to Agency's performance of this MOU, Agency will indemnify, defend, and hold harmless County, its officers, officials, employees, agents, and representatives from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorneys' fees, arising out of or connected in any way with: (i) this MOU; (ii) the Agency Interface; (iii) Agency's use of the Agency Interface; (iv) the System; (v) the Karpel Agreement; (vi) any claim, demand, action or proceeding, based on allegations arising as a result of use of the Agency Interface or the System in a manner not expressly described or permitted by this MOU or the Karpel Agreement; (vii) Agency's use of the Agency Interface in any unlawful manner or for any unlawful purpose; and (viii) claims of intellectual property infringement or violation of third party privacy rights related to Agency's use of the Agency Interface.
9. Non-transferable. This MOU may not be transferred or assigned.
10. Entire Agreement. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty, or covenant not included in the MOU has been or is being relied upon by any party to the MOU.
11. Authority to Execute. The persons executing this MOU represent that they have the authority to execute this MOU.
12. Counterparts. This MOU and any amendments may be executed in any number of counterparts.
13. Amendment. This MOU may be amended upon the mutual written consent of the Parties.

14. Governing Law. The laws of the State of California govern all matters arising out of this MOU.

15. Notices. All notices under this MOU shall be directed as follows:

County:

Contra Costa County
Bruce Prell
Law & Justice Business Systems Manager
Office of the County Administrator
30 Douglas Drive, Room 264
Martinez, California 94553-4068
Bruce.Prell@cao.cccounty.us
925-313-1308

Agency:

The parties are executing this MOU on the date set forth in the introductory paragraph.

County

County of Contra Costa, a
political subdivision of the State of
California

Agency

By: _____

By: _____