

**AMENDMENT #1 TO AGREEMENT A-14029 BETWEEN MONTEREY COUNTY
SHERIFF'S OFFICE AND IDEMIA IDENTITY AND SECURITY USA, LLC**

THIS AMENDMENT is made to the AGREEMENT for the provision of providing LiveScan Systems by and between **IDEMIA IDENTITY AND SECURITY USA, LLC**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement with a Not to Exceed amount of \$139,808.83 and a term date ending on May 31, 2020; and

WHEREAS, the County and CONTRACTOR wish to increase the AGREEMENT by \$248,767.22 and extended the term of the AGREEMENT with a new term date ending June 30, 2021.

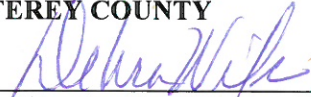
NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. "Payment Provisions" shall be amended, The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$139,808.83 and replacing it with, "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$388,576.05."
2. "TERM OF AGREEMENT" shall be amended, "*The term of this Agreement is from 6/1/2018 to 5/31/2020*" and replacing it with, "*The term of this Agreement is from 6/1/2018 to 6/30/2021*".
3. Exhibit A – Scope of Services shall be amended by adding Exhibit A-1 per Amendment #1 attached hereto.
4. The following attached documents are incorporated herein by reference and constitute a part of this Agreement:
 - a. Exhibit A-1 pages 3 - 9
 - b. Maintenance Agreement Addendum 2 pages (1 of 2 and 2 of 2)
 - c. Idemia Proposal Reference No. IDCA-L100419-02A 4 pages (1 of 4 to 4 of 4)
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
6. A copy of the AMENDMENT shall be attached to the original AGREEMENT.

**AMENDMENT #1 TO AGREEMENT A-14029 BETWEEN MONTEREY COUNTY
SHERIFF'S OFFICE AND IDEMIA IDENTITY AND SECURITY USA, LLC**

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.


MONTEREY COUNTY



Contracts/Purchasing Officer

Dated: 13 Feb 2020

Approved as to Fiscal Provisions:



Deputy Auditor/Controller

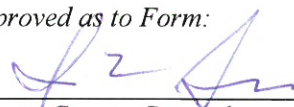
Dated: 12/9/2019

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:



Deputy County Counsel

Dated: 12/05/2019

Idemia Identity and Security USA, LLC


By: 

Vice-President, Public Security, Law Enforcement

Michael Kato, Vice President

Printed Name and Title

Dated: 11/25/2019

By: 

(Signature of Secretary, Asst. Secretary)*

Eliezer Strassfeld, Senior Counsel (signing only for the purposes of confirming authority of

Printed Name and Title Michael Kato, as Vice President, to execute this Amendment)

Dated: 11/25/2019

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

Idemia Identity and Security USA, LLC

Amount: \$388,576.05

Term: 06/01/2018 to 06/30/2021

EXHIBIT A-1

EXHIBIT A-1

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

Exhibit A-1 supplements Exhibit A (with Exhibit A being applicable through May 31, 2020)

A.1 CONTRACTOR shall provide services and staff for the performance of work, as set forth below.

This contract is a Cal ID funded contract, and encompasses equipment located in law enforcement departments within Monterey County. The disbursement of the funds is under the purview of the Remote Access Network Board. Monterey County serves as the lead agency for the grant and recipient of all funds, and therefore, performs all contracting services required by the grant. This agreement covers the cost of 11 upgrades and 6 replacements, stationary equipment, not handheld units. Additional equipment can increase this price and will be added via Amendment to this AGREEMENT.

Equipment Relocation Allowance-Additional Training allowance – Allowance to allow for relocation of any machine within any department and for additional trainings as may be needed, and any type of repairs not covered in the maintenance contract up to the amount of the Allowance, based on CONTRACTOR’S then-prevailing rates and prices.

Service	Qty	Price	Total
LiveScan Desktop System Upgrade to Windows 10 OS	11	\$2,875.00	\$31,625.00
LiveScan Cabinet System – Tenprint/Palmprint	6	\$25,895.00	\$155,370.00
Table 1 - Maintenance Total June 1, 2020 – June 30,2021			\$35,649.22
Table 2 - Maintenance Credit for Decommission equipment			\$5,550.00
Table 3 / 4 - Maintenance Total New Equipment			\$16,123.00
Equipment Relocation Allowance			\$10,000.00

All Paperwork and any reports required under this Agreement must be delivered to the Monterey County Sheriff’s Office, Department Information Systems Manager.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

The original agreement had a not to exceed amount of \$139,808.83, this amendment adds \$248,767.22 for a new not to exceed total amount of \$388,576.05. The County shall pay an amount not to exceed \$388,576.05 for the performance of the Scope of Work. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A-1

All taxable items should be clearly identified. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

No travel, meals, incidentals, tolls, parking or other expense shall be reimbursed under this agreement.

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

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing may occur at any time of the month or year, following completion of an examination and receipt of a report. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close; however, invoices for annual maintenance services shall be submitted and paid as provided in Section VI of the Agreement.

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County; however, invoices for annual maintenance services shall be submitted and paid as provided in Section VI of the Agreement.

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

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

EXHIBIT A-1

Maintenance June 1, 2020 – June 30, 2021

Table 1

	Equipment	LSID	Serial#	Maintenance	Monthly Cost	Yearly Cost
1	Greenfield PD					
	5600-TPE-ED-M95	H80	AEY261001023	9/5	\$244.83	\$3,182.83
2	King City PD					
	5600-TPE-ED-M95	H70	AEY351001028	9/5	\$244.83	\$3,182.83
3	MCSO - Jail					
	5600-TPE-ED-M95	068	AEY134001197	9/5	\$244.83	\$3,182.83
4	MCSO - Jail 24/7					
	5600-TPE-ED-M24	069	AEY134001198	24/7	\$314.33	\$4,086.33
5	Monterey PD					
	5600-TPE-ED-M95	J30	AEY491001037	9/5	\$244.83	\$3,182.83
6	Salinas PD					
	5600-TPE-ED-M95	K29	AEY381001035	9/5	\$244.83	\$3,182.83
7	Salinas PD					
	5300-TPE-ED-M95	KC1	52041-001	9/5	\$224.42	\$2,917.42
8	Monterey County Probation					
	5600-TPE-ED-M95	070	AEY107001058	9/5	\$244.83	\$3,182.83
9	Soledad PD					
	5600-TPE-ED-M95	D60	AEY117001054	9/5	\$244.83	\$3,182.83
10	Seaside PD					
	5600-TPE-ED-M95	877	AEY107001059	9/5	\$244.83	\$3,182.83
11	Carmel PD					
	5600-TPE-ED-M95	T92	AEY097001057	9/5	\$244.83	\$3,182.83

EXHIBIT A-1

Equipment Being Decommissioned

Table 2

	Equipment	LSID	Serial#	Maintenance	Monthly Cost	Yearly Cost
1	Gonzales PD					
	HWOX-Fotosys-M95		3706-00512AA	9/5	\$103.17	\$1,238.00
	PRT-DUP-M95		NP-51	9/5	\$24.92	\$299.00
2	Marina PD					
	4100XDFS-M95	VY4	51051-001	9/5	\$123.25	\$1,479.00
3	MCSO - Records					
	PRT-DUP-M95		NP-914	9/5	\$24.92	\$299.00
4	MCSO - Jail 24/7					
	PT-DUP-M24		52116-002	24/7	\$33.25	\$399.00
5	Pacific Grove PD					
	PRT-DUP-M95		NP-1636		\$24.92	\$299.00
6	Sand City PD					
	HWOX-Fotosys-M95		AAV496000142	9/5	\$103.17	\$1,238.00
	PRT-DUP-M95		NP-52		\$24.92	\$299.00

EXHIBIT A-1

Maintenance Cost of Equipment Being Replaced

Table 3

	Equipment	LSID	Serial#	Maintenance	Monthly Cost
1	Gonzales PD				
	5900-TPE-Ed-M95	880	MAD097001483	9/5	\$430.67
2	Marina PD				
	5900-TPE-ED-M95	879	MAD107001486	9/5	\$430.67
4	MCSO - Records				
	5900-TPE-ED-M95	071	MAD087001481	9/5	\$430.67
5	MCSO - WAP				
	5900-TPE-ED-M95	073	MAD087001482	9/5	\$430.67
6	Pacific Grove PD				
	5900-TPE-ED-M95	878	MAD127001487	9/5	\$430.67
7	Sand City PD				
	5900-TPE-Ed0M95	V98	MAD097001485	9/5	\$533.83

EXHIBIT A-1

New Equipment Replacing Equipment From Table 3 Table 4

	Equipment	LSID	Serial#	Maintenance	Monthly Cost
1	Gonzales PD				
		880		9/5	\$430.67
2	Marina PD				
		879		9/5	\$430.67
4	MCSO - Records				
		071		9/5	\$430.67
5	MCSO - WAP				
		073		9/5	\$430.67
6	Pacific Grove PD				
		878		9/5	\$430.67
7	Sand City PD				
		V98		9/5	\$533.83



IDEMIA
augmented Identity

Idemia Identity & Security

5705 W. Old Shakopee Road
Suite 100
Bloomington, MN 55437-3107
USA
Phone (800) 932-0890
FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION**

QUOTE ID: 23653

QUOTE DATE: 10/23/19

CUSTOMER ID: BD-2487

PRICE LIST: CMAS-IT-70

COVERAGE

START DATE: 06/01/20

END DATE: 06/30/21

BILL TO: MONTEREY COUNTY SHERIFF

1414 NATIVIDAD RD

SALINAS, CA 93906

United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
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EQUIPMENT LOCATION: SALINAS POLICE DEPARTMENT - 222 LINCOLN AVE SALINAS, CA 93901

5300D-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE

TPE-5300D-ED

52041-001

1

\$2,917.42

5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE

TPE-5600-ED

AEY381001035

1

\$3,182.83

EQUIPMENT LOCATION: GREENFIELD POLICE DEPARTMENT - 599 EL CAMINO REAL GREENFIELD, CA 93927

5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE

TPE-5600-ED

AEY261001023

1

\$3,182.83

EQUIPMENT LOCATION: KING CITY POLICE DEPARTMENT - 415 BASSETT ST KING CITY, CA 93930

5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE

TPE-5600-ED

AEY351001028

1

\$3,182.83

EQUIPMENT LOCATION: MONTEREY COUNTY SHERIFF - 1410 NATIVIDAD RD - JAIL SALINAS, CA 93906

5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE

TPE-5600-ED

AEY134001197

1

\$3,182.83

5600-TPE-ED-M24 ANNUAL 24/7 MAINTENANCE

TPE-5600-ED

AEY134001198

1

\$4,086.33

EQUIPMENT LOCATION: MONTEREY POLICE DEPARTMENT - 351 MADISON ST MONTEREY, CA 93940
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED AEY491001037 1 \$3,182.83

EQUIPMENT LOCATION: MONTEREY COUNTY PROBATION - 1420 NATIVIDAD RD SALINAS, CA 93906
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED AEY107001058 1 \$3,182.83

EQUIPMENT LOCATION: SOLEDAD POLICE DEPARTMENT - 236 MAIN ST SOLEDAD, CA 93960
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED AEY117001054 1 \$3,182.83

EQUIPMENT LOCATION: SEASIDE POLICE DEPARTMENT - 440 HARCOURT AVE SEASIDE, CA 93955
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED AEY107001059 1 \$3,182.83

EQUIPMENT LOCATION: CARMEL POLICE DEPARTMENT - SE JUNIPERO & 4TH AVE CARMEL, CA 93921
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED AEY097001057 1 \$3,182.83

TOTAL: \$35,649.22

PLEASE CHECK PREFERRED BILLING: ANNUAL INVOICE OR QUARTERLY INVOICE OR MONTHLY INVOICE

NAME: DIANE HAUSER **PO NUMBER:** _____
TITLE: Maintenance Contract Admin **SIGNATURE BY:** _____
PHONE: (952) 979-8479 **NAME(Print) / DATE:** _____
FAX: (952) 852-8747 **TITLE:** _____
EMAIL: DHauser@morphotrust.com **PHONE / FAX:** _____
EMAIL: _____

The terms and conditions of CMMAS IT-70 #3-11-70-1090B maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM



5515 East La Palma Avenue, Suite 100
Anaheim CA 92807

October 24, 2019

Jennifer Claudel

Monterey County Sheriff's Office
IT & Records Manager II
Monterey County CLETS Administrator
1414 Natividad Rd
Salinas, CA 83906
Email: ClaudelJ@co.monterey.ca.us
Tel: (831) 755-3710

Reference No. IDCA-L100419-02A

(This proposal replaces previous version IDCA-L100419-02)

IDEMIA is pleased to provide Monterey County Sheriff's Office with the following proposal. This proposal includes the upgrade of 11 existing LiveScan Systems to Windows 10 Operating System (OS) and the purchase of 6 LiveScan Systems.

IDEMIA's fully integrated LiveScan solution provides Monterey County Sheriff's Office the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State.
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All livescan configurations include on-site installation, training, and 1 year on-site warranty

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Tables 1-3.

Windows 10 Upgrade

Table 1. Pricing

	Description	Qty	Unit Price	Total
TPE-WIN10-DESKTOP TP-IAT-CUSTOM 47FRT	IDEMIA LiveScan System Upgrade to Windows 10 OS: <ul style="list-style-type: none"> ◆ Upgrade of LiveScan System Software ◆ NEW Computer with Windows 10 OS ◆ On-site Installation, Reconfiguration ◆ Freight 	11	\$2,875	\$31,625

Tenprint/Palmprint, Photo Capture - Cabinet

Table 2. Pricing

Price source: SL-LAWENF

	Description	Qty	Unit Price	Total
TPE-5600-ED 5600-TPE-ED-W95 TPE-CSTX-CA001 TPE-COMX-NECFTP TPE-CSTX-CAPALM TPE-SWOX-DIEXAD TP-HWOX-ADLNIC2 TP-IAT-2DAY 47FRT	IDEMIA LiveScan Station Cabinet Tenprint/Palmprint, including: <ul style="list-style-type: none"> ◆ IDEMIA LiveScan Station Software ◆ FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ◆ Computer, Monitor, keyboard ◆ Ruggedized Cabinet ◆ Demographic Interface ◆ PCI based 10/100 Ethernet LAN adapter ◆ Standard Cal-DOJ defined Workflows and profiles ◆ Installation / On-site Training ◆ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ◆ Freight 	6	\$25,895	\$155,370

Pricing Summary

Table 3. Pricing

Table	Description	Price
1	LiveScan Desktop System Upgrade to Windows 10 OS	\$31,625
2	LiveScan Cabinet System – Tenprint/Palmprint	\$155,370
Grand Total		\$186,995

Current shipping is 90 days after receipt of completed installation documentation, or as otherwise scheduled.

IDEMIA LiveScan Station – Details

Table 4. Details

Item	Description
California Department of Justice Enterprise Customization	<ul style="list-style-type: none"> ◆ TOTS: APP CRM IDN ◆ Cards: FD258-C/T FD249-C/T CA Hand-C/T ◆ Other: Transmits to CADODJ NATMS ◆ Return msg: No ◆ California Touch Print Enterprise customization for palm capture
TPE-COMX-NECFTP	<ul style="list-style-type: none"> ◆ NATMS AFIS Protocol Support w/ FTP: Compression Support Package with FTP provides support for NEC NATMS Protocol Communications over TCP/IP/FTP Wide Area Network Connections w/ WSQ compression.

Customer Responsibilities

Monterey County Sheriff's Office is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ◆ Obtaining all required authorizations for connectivity.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan Systems shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ◆ The existing LiveScan Systems are currently under an active Maintenance Agreement (Table 1).
- ◆ The Upgrade Services in Proposal Table 1 are limited to the upgrade of the existing LiveScan System to Windows 10 OS.
- ◆ An inter-agency agreement between Monterey County Sheriff's Office and applicable receiving agencies will be in place.
- ◆ Monterey County Sheriff's Office will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Monterey County Sheriff's Office database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which can be furnished upon request. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.


Proposal Expiration: March 31, 2020

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all order correspondence, including Purchase Order, to:

Terry Spalding
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: terry.spalding@idemia.com | Tel (714) 238-2033

We look forward to working with you.

Sincerely,



Michael Kato
Vice President of Public Security, State & Local Government - IDEMIA

By signing this signature block below, Monterey County Sheriff's Office agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): \$ _____

Please provide Billing Address:

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable).