

AMENDMENT 2 TO AGREEMENT A-14029 BETWEEN MONTEREY COUNTY SHERIFF'S OFFICE AND IDEMIA IDENTITY AND SECURITY USA, LLC

THIS AMENDMENT is made to the AGREEMENT A-14029 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 increased the AGREEMENT by \$248,767.22 and a not to Exceed amount of \$388,576.05 and extended the term of the AGREEMENT with a new term date ending June 30, 2021; and

WHEREAS, the County and CONTRACTOR wish to increase the AGREEMENT by \$75,912.00 with a new not to Exceed amount of \$464,488.00 and extended the term of the AGREEMENT one (1) year, with a new term date ending June 30, 2022.

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 \$388,576.05 and replacing it with, "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$464,488.00."
2. "TERM OF AGREEMENT" shall be amended, "*The term of this Agreement is from 6/1/2018 to 6/30/2021*" and replacing it with, "*The term of this Agreement is from 6/1/2018 to 6/30/2022*".
3. Exhibit A – Scope of Services shall be amended by adding Exhibit A-2 per Amendment 2, and Quote ID 29207 (2 pages) and Quote ID 28373 (3 pages) attached hereto.
4. 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.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT.

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

MONTEREY COUNTY

Idemia Identity and Security USA, LLC

Contracts/Purchasing Officer

By: Signature of Chair, President, or Vice-President

Dated:

Michael Hash, Vice President

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 2/8/2021

DocuSigned by: Gary Giboney Deputy Auditor/Controller

DocuSigned by: Michael Taylor (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dated: 3/24/2021 | 10:43 AM PDT

Michael Taylor SVP, GC & Secretary

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: 17 March 2021

Dated:

Approved as to Form:

DocuSigned by: Im Grant Deputy County Counsel

Dated: 3/24/2021 | 10:38 AM PDT

*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.

EXHIBIT A-2

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Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

This Exhibit is in addition to Exhibit A-1.

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. 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.

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.

CONTRACTOR is responsible for the following:

IDEMIA LiveScan Services shall conform to the existing IDEMIA LiveScan configuration.

Any additional functional requirements may be treated as change orders.

Monterey County Sheriff’s Office will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.

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

EXHIBIT A-2

IDEMIA Controller/Services - Details	
Cal-DOJ Enterprise Customization	TOTS:APP CRM IDN
	Cards: FD258-C/T FD249-C/T CA Hand-C/T
	Transmits to Cal-DOJ NATMS
	Return msg: No
	California Touch Print enterprise customization for palm capture on palm live scan systems
TPE-COMX-NECFTP	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
TPE-CEN-Controller-SW	Touch Print Enterprise software for Monterey County Sheriff's Office-supplied controller server hardware
	Central site system provides: Store-and-forward, edit workstation, and/or print server
	Monterey County Sheriff's Office supplied pc must meet published specs
IDEMIA LiveScan Systems - Details	
Cal-DOJ Enterprise Customization	TOTS:APP CRM IDN
	Cards: FD258-C/T FD249-C/T CA Hand-C/T
	Transmits to Cal-DOJ NATMS
	Return msg: No
	California Touch Print Enterprise customization
TPE-COMX-NECFTP	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
TPE-CEN-Controller-SW	Touch Print enterprise application Central Site Management System. Provides centralized auditing remote administration and software and table updates. Management reporting includes: number of transmissions image quality statistics per LiveScan and operator and transaction auditing per operator. PC Hardware with Windows O/S included.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$464,488.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following:

EXHIBIT A-2

Item	Description	Cost
TPE-CEN-Controller-SW		\$7,477.00
TPE-CSTX-CA001	IDEMIA Central Controller Software	
TPE-CSTX-CAPALM	IDEMIA LiveScan Station Software	
TPE-COMX-NECFTP	Standard Cal_DOJ defined workflows and profiles	
Taxable	9.25% (0.0925)	\$691.62
TP-IAT-CUSTOM	Freight/Installation/On-site training	\$1,070.00
47RT	(1 year - Advantage Solution warranty)	
TPE-CEN_MGMTSVR1		\$7,225.00
TPE-CSTX-CA001	Central Site Management System	
TPE-COMX-NECFTP	Standard Cal-DOJ defined workflows and profiles	
TPE-CSTX-CAPALM		
Taxable	9.25% (0.0925)	\$668.31
TP-IAT-CUSTOM	Freight/Installation/On-site training	\$1,070.00
47RT	(1 year on-site Advantage Solution warranty, 9x5, Next day on-site response and parts replacement)	
CEN-MGMTSVR-M24	Management Server - Annual 24/7 Maintenance (first month \$220.87, 11 months @ \$220.83)	\$2,650.00

The quotes identified below (and attached) will be paid during the designated Fiscal Year (FY). The maintenance for the management server will also be paid in/during FY21-22.

Quote ID – 29207, will be paid in FY20-21 \$4,523.63

Quote ID – 28373, will be paid in FY21-22 \$50,535.00

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.

EXHIBIT A-2

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.