

**NAPA COUNTY AGREEMENT NO. 200094B  
AMENDMENT NO. 2**

**THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 200094B** is made and entered into as of this 1st day of April, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, Idemia Identity & Security USA, LLC, (formerly MorphoTrust USA, LLC), whose mailing address is 5705 W. Old Shakopee Road, Suite 100, Bloomington, MN 55437-3107, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, on August 1, 2019 COUNTY and CONTRACTOR entered into Napa County Agreement No 20094B (the “Agreement”), under which CONTRACTOR agreed to provide annual maintenance services for the fingerprinting equipment located at the Napa County Probation Juvenile Hall; and

**WHEREAS**, on July 1, 2021 COUNTY and CONTRACTOR modified the scope and professional fees; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to modify the professional fees; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

**TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 20094B as follows:

1. Paragraph 2 is hereby amended to read in full as follows:

**Term of the Agreement.** The term of this Agreement shall commence on August 1, 2019, and shall expire on June 30, 2022, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional two years at the end of each fiscal year, under

the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

3. Paragraph 3 is hereby amended to read in full as follows:

**Compensation.**

- (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-2,” attached to Amendment No. 2 and incorporated by reference herein.
- (b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit “B-2.”
- (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **Nine Thousand Dollars** (\$9,000) each fiscal year for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. On and after the effective date of this Amendment No. 2 of the Agreement, all references in the Agreement to Exhibit “A,” “A-1” and Exhibit “B,” and “B-1” shall mean Exhibit “A-2” and Exhibit “B-2” attached to Amendment No. 2.
5. Except as provided in (1)-(4) above, the terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

Idemia Identity & Security USA, LLC

By \_\_\_\_\_  
Casey Mayfield, Vice President Project / Program

By \_\_\_\_\_  
Tom McPherson, Assistant Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
RYAN GREGORY, Chair  
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel  By: Rachel L. Ross (e-signature) County Counsel  Date: March 1, 2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____ Processed By: _____  Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____
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**EXHIBIT “B-2”**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

<b>Description</b>	<b>Price</b>
Annual 9/5 Maintenance Services (TPE-5600-ED)	3,240.00
Annual 9/5 Maintenance Services (TPE-PRT-DUP)	342.00
Annual 9/5 Maintenance Services (TPE-HWOX-DIGCAP)	391.00

Other expenses not listed above may be reimbursed with authorization and approval by the Chief Probation Officer.