

FILED

JUL 11 2024

JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0706

ORDINANCE NO.: 24-0275

INTRODUCED BY: COUNCIL MEMBER (s) Groetke

1 **AN ORDINANCE APPROVING AN AGREEMENT BETWEEN**
2 **JEFFERSON COUNTY, MISSOURI, AND IDEMIA IDENTITY & SECURITY**
3 **USA LLC FOR THE RENEWAL OF THE “EXTENSION TO MAINTENANCE**
4 **AND SUPPORT AGREEMENT # 005713-000” AND AUTHORIZING THE**
5 **COUNTY EXECUTIVE TO EXECUTE THE AGREEMENT ON BEHALF OF**
6 **THE COUNTY.**

7 **WHEREAS,** Jefferson County, Missouri, (hereafter, the “County”) desires to
8 renew the Extension to Maintenance and Support Agreement # 005713-000 with Idemia
9 Identity & Security USA LLC, previously known as Safran MorphoTrak for the
10 maintenance support services; and

11 **WHEREAS,** Ordinances 15-0253, 16-0224, 17-0427, 18-0217, 19-0177, 20-0271,
12 21-0238, 22-0193 and 23-0438 were enacted for the Maintenance and Support Agreement
13 with Safran MorphoTrak for the maintenance support services for the Jefferson County
14 Sheriff’s Office; and

15 **WHEREAS,** the Jefferson County Sheriff’s Office requests to renew the
16 agreement provided by Idemia Identity & Security USA LLC for the Morpho LiveScan
17 station cabinet booking workstation equipment, BLP printers, duplex printer, expert
18 workstation and the MorphoIDent Mobile Devices for the Maintenance and Support
19 Agreement # 005713-000; and

1 **WHEREAS**, the Jefferson County Sheriff’s Office requests the renewal of the
2 Extension to Maintenance and Support Agreement # 005713-000, provided by Idemia
3 Identity & Security USA LLC due to the proprietary hardware and software components
4 and the overall system design of the equipment needing the support and maintenance
5 services that was manufactured by Safran MorphoTrak; and

6 **WHEREAS**, the Jefferson County Sheriff’s Office desires that the County renew
7 the Extension to Maintenance and Support Agreement # 005713-000, with Idemia Identity
8 & Security USA LLC for the support and maintenance services for the Morpho LiveScan
9 station cabinet booking workstation equipment, BLP printers, duplex printer, expert
10 workstation, and the MorphoIDent Mobile Devices; and

11 **WHEREAS**, the Jefferson County, Missouri, Council finds that it is now necessary
12 and in the best interest of the County to execute the renewal agreement for the Extension
13 to Maintenance and Support Agreement # 005713-00, with Idemia Identity & Security
14 USA LLC for the support and maintenance services for the Morpho LiveScan station
15 cabinet booking workstation equipment, BLP printers, duplex printer, expert workstation,
16 and the MorphoIDent Mobile Devices for the term from the date of approval through April
17 30, 2025, for the total amount not to exceed **\$10,257.00**, subject to budgetary limitations.

18 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
19 **AS FOLLOWS:**

20 Section 1. The renewal agreement with Idemia Identity & Security USA LLC
21 for the support and maintenance services for the Morpho LiveScan station cabinet booking
22 workstation equipment, BLP printers, duplex printer, expert workstation, and the

1 MorphoIDent Mobile Devices is hereby approved for the term from the date of approval
2 through April 30, 2025, for the total amount not to exceed **\$10,257.00** subject to budgetary
3 limitations.

4 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
5 County Executive to execute the agreement on behalf of the County. The County
6 Executive is further authorized to take any and all actions necessary to carry out the intent
7 of this Ordinance. An unexecuted copy of the Agreement is attached hereto as Exhibit “A”
8 and incorporated herein, by reference.

9 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
10 thereto, and any contracts or agreements shall be maintained by the Department of the
11 County Clerk consistent with the rules and procedures for the maintenance and retention
12 of records as promulgated by the Secretary of State.

13 Section 4. This Ordinance shall be in full force and effect from and after its
14 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
15 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>absent</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 8 DAY OF July, 2024:

PASSED **FAILED**

Charles Groeteke
Charles Groeteke, County Council Chair

Cherlynn Boyer
Cherlynn Boyer, Council Executive Assistant

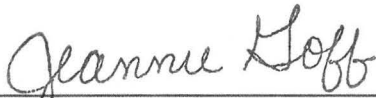
THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 10 DAY OF July, 2024.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2024.



Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:



Jeannie Goff, County Clerk

BY: 

First Reading: 07-08-2024



14 Crosby Dr., 2nd Flr.,
Bedford, MA 01730
Tel: (978) 215-2400



ORDINANCE NO.

24-0275



June 10, 2024

Detective Lee Morris
Jefferson County Sheriff's Office
510 First St
Hillsboro, MO 63050
LMorris@jeffcomo.org
636-797-5540

RE: Extension to Maintenance and Support Agreement # 05713-000

Dear Detective Lee Morris,

By means of this letter, IDEMIA Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Jefferson County Sheriff's Office** Maintenance and Support Agreement for the period **May 1, 2024** through **April 30, 2025**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at Tracey.Brown@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at 615-946-5964 or e-mail Tracey.Brown@us.idemia.com. Thank you in advance.

Thank you,

Tracey Brown

Tracey Brown
Maintenance Agreement Specialist
IDEMIA Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

Signed by: *Casey Mayfield*

Printed Name: Casey Mayfield

Title: Sr. Vice President

Date: June 10, 2024

JEFFERSON COUNTY SHERIFF'S OFFICE

Signed by: *Dennis J. Gannon*

Printed Name: Dennis J. Gannon

Title: County Executive

Date: 7-10-24

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Exhibit A: Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 05713-000

CUSTOMER: Jefferson County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
LEW	Latent Expert workstation	MOAFIS044	1

ADDITIONAL TERMS

END OF LIFE

IDEMIA develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

PRICE INCREASE

Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

Inflation Adjustment. The Services prices identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) appropriate for these Products and Services as of the Effective Date of the parties Agreement.

Exhibit B: Maintenance and Support Agreement - Number SA # 05713-000

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 05713-000 Date June 10, 2024
New Term Effective Start May 1, 2024 End April 30, 2025

For support on covered products, please contact Technical Help Desk at (800) 734-6241
or email at: AnaheimCSCenter@us.idemia.com

STANDARD SUPPORT

Advantage – Software Support

- ◆ Telephone Response: 2 Hour
- ◆ Remote Dial-In Analysis
- ◆ Unlimited Telephone Support
- ◆ Standard Releases & Updates
- ◆ Software Customer Alert Bulletins
- ◆ Automatic Call Escalation
- ◆ Supplemental Releases & Updates
- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM

On-Site Hardware Support

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Next Day PPM On-site Response
- ◆ Hardware Vendor Liaison
- ◆ Defective Parts Replacement
- ◆ Escalation Support
- ◆ Hardware Customer Alert Bulletins
- ◆ Hardware Service Reporting
- ◆ Product Repair
- ◆ Equipment Inventory Detail Management

Parts Support

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins

** If customer is providing their own on-site hardware support, the following applies:*

- > Customer Orders & Replaces Parts
- > Telephone Technical Support for Parts Replacement Available

GRAND TOTAL*: **\$ 10,257.00**

*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.

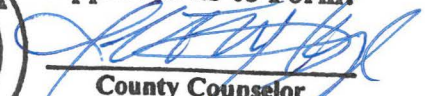
I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.



County Auditor



Approved as to Form:



County Counselor
Jefferson County, Missouri