

# Alameda County Sheriff's Office

LAKESIDE PLAZA, 1401 LAKESIDE DRIVE, 12th FLOOR, OAKLAND, CA 94612-4305



Gregory J. Ahern, Sheriff

Coroner - Public Administrator - Marshal  
Director of Emergency Services

AGENDA ITEM NO. \_\_\_\_\_ March 16, 2010

February 24, 2010

The Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street  
Oakland, CA 94612

**SUBJECT: APPROVE A CONTRACT AMENDMENT WITH SYSTEMS RESEARCH AND APPLICATIONS CORPORATION FOR CONSULTING SERVICES**

Dear Board Members:

**RECOMMENDATION:**

It is recommended that your Honorable Board approve a contract amendment with Systems Research and Application Corporation (SRA) (Dr. Renato A. Di Pentima, President and CEO, Fairfax, VA), to provide computer consulting services for the Automated Fingerprint Identification System (AFIS), contract #1325, increasing the amount from \$25,000 to \$35,000 (\$10,000 increase) and extending the contract end date from June 30, 2007 to December 31, 2009.

**SUMMARY/DISCUSSION/FINDINGS:**

Alameda County's California Identification System (CAL-ID) is comprised of multiple identification systems that send data electronically to the Central Identification Bureau (CIB). CIB receives electronic fingerprint records from local law enforcement agencies throughout Alameda County. The current Automated Fingerprint Identification System (AFIS) vendor is NEC Solutions America (NEC).

In July 2005, Alameda and Contra Costa Counties began negotiations with NEC for an upgrade to the AFIS system. A special committee which includes members of both Counties and County Counsel was authorized by the CAL-ID Regional RAN Board to negotiate between Alameda and Contra Costa Counties and NEC. Staff from both Counties has reviewed numerous technical design documents submitted by NEC. Each technical design document contains complex system workflows, hardware and software descriptions and their functionalities. Staff is currently completing its tenth review and recording required document changes before final approval.

On May 22, 2007, your Board approved a contract with SRA for Nick Aracic's consulting services. Mr. Aracic, an employee of SRA, is also a member of the special negotiating committee. Our office required a supplemental contract with SRA for his advice and expertise in the on-going negotiations. Negotiations have been completed and this amendment will allow us to pay Mr. Aracic's final invoices.

**SELECTION CRITERIA:**

*The Sheriff's Office has a contract with Systems Research and Applications Corporation (SRA) for the on-site support and maintenance of the Multi Agency Unified Imaging System (MUGS). A supplemental contract was necessary to acquire services performed specifically by Nick Aracic for the Automated Fingerprint Identification System (AFIS). A contract was approved by your Board on May 22, 2007, for the period of July 1, 2006 – June 30, 2007. No competitive bid was conducted. The services Mr. Aracic provided under this agreement were based on his knowledge of the AFIS system and other network systems used by both Alameda County and Contra Costa County and his involvement in negotiations between the Counties and NEC while he was employed with the Sheriff's Office.*

*For the current contract amendment, a Sole Source and SLEB Waiver was submitted to GSA for approval on October 22, 2009. The requests were denied on January 11, 2010 because the original contract was not awarded on the basis of a competitive bid. These services are necessary to maintain continuity during the negotiation process.*

**FINANCING:**

There will be no change in net County cost. The contract amounts are budgeted in fiscal year 2009-2010. Costs are charged to the users of the CAL-ID system in Alameda County.

Respectfully submitted,



Gregory J. Ahern  
Sheriff-Coroner

GJA:LW:lw

cc: County Administrator  
Auditor-Controller

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT  
First Amendment**

This First Amendment, effective October \_\_, 2009, is entered into by the County of Alameda ("County") and Systems Research and Application Corporation ("Contractor").

**Whereas**, County and Contractor entered into an Agreement for AFIS technological and related computer consulting services for the period of July 1, 2006 – June 30, 2007 (hereinafter "Agreement"); and

**Whereas**, County and Contractor desire to extend the term of the Agreement and further amend said Agreement as hereinafter set forth herein;

**Now, therefore**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

I. COUNTY and CONTRACTOR agree to amend the Agreement to extend its term for an additional two years and six months, from July 1, 2007 to December 31, 2009, so that:

1. Page 2, item 1. under "Witnesseth" shall now provide as follows: "The term of this Agreement shall be from the 1<sup>st</sup> day of July 2006 and extend through the 31st day of December 2009."

2. Exhibit B, item 2. shall now provide as follows: "The term of this agreement is July 1, 2006 – December 31, 2009. CONTRACTOR shall perform services per Exhibit A to this agreement during this period."

II. COUNTY AND CONTRACTOR agree that Exhibit B, Item 3. shall be amended to provide: "Total payment under the terms of this Agreement shall not exceed the total amount of thirty-five thousand dollars (\$35,000.00). This cost includes all taxes and all other charges."

III. COUNTY and CONTRACTOR agree to amend the Agreement to change the total not-to-exceed amount of the contract, so that:

1. Page 2, item 1. under "Witnesseth" shall now provide as follows: "The compensation payable to Contractor hereunder shall not exceed thirty-five thousand dollars (\$35,000.00) for the term of this Agreement."

2. Exhibit B, item 3. shall further be amended to provide: "COUNTY will pay CONTRACTOR upon submission of a completed statement each month for services performed pursuant to this Agreement and which services have been certified by the Sheriff or his/her designee. Payment under the terms of this Agreement shall not exceed the total amount of \$35,000 for the period of this Agreement."



Except as herein expressly provided and modified by this Amendment, all of the terms and provisions of the Agreement between the COUNTY and CONTRACTOR are and remain in full force and effect.

In the event of any conflict, direct or indirect, between the terms of the Agreement and this First Amendment, this First Amendment shall prevail.

**IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the day and year first above written.**

**COUNTY OF ALAMEDA**

**Systems Research and Application**

By: \_\_\_\_\_  
Alice Lai-Bitker, President  
Alameda County Board of  
Supervisors

By: \_\_\_\_\_  


Date: \_\_\_\_\_

Date: 9/29/09

Approved as to Form:

By: \_\_\_\_\_  
County Counsel

Date: 9/15/09

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted executed this Agreement