County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

January 29, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER 6
TO AGREEMENT NUMBER 74083 WITH COGENT, INC.
FOR AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM
(ALL DISTRICTS) (3 VOTES)**

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair, County of Los Angeles, to sign the attached Amendment Number 6 to Agreement Number 74083 with Cogent, Inc. for the additional expenditure of $10,119,415 to purchase a disaster recovery operations system and increase the discretionary fund for its maintenance for the Los Angeles County Automated Fingerprint Identification System (LAFIS).

PURPOSE OF RECOMMENDED ACTION

Approval of the action will allow the Los Angeles County Sheriff's Department (Department) to purchase a Disaster Recovery (DR) Operations System, including three (3) Programmable Matching Accelerators hardware and software in support of the LAFIS system.

The DR Operations System will provide additional features to the current LAFIS capabilities by providing Los Angeles County with a secondary Automated Fingerprint Identification System (AFIS). Currently the Los Angeles County Regional AFIS is located in the City of Norwalk. If this site were to be compromised due to a disaster or

terrorist attack, the entire law enforcement community may lose their ability to process fingerprint based identifications. The proposed disaster recovery equipment will provide Los Angeles County with a complete operational back-up AFIS system. To ensure that it is on line and available on an immediate basis, the disaster recovery system will process fingerprint identification transactions on a day-to-day basis. This will ensure that the databases stay synchronized and a working AFIS system will be on line at all times. If either AFIS becomes compromised, the other AFIS will become primary for all transactions. In addition, this will provide the Department with additional process capability.

Implementation of Strategic Plan Goals

The services and purchases provided under this amendment support the Los Angeles County Strategic Plan Goal 1, Service Excellence and Public Safety, by ensuring that the Department will be able to provide information on suspects in a responsive manner, partnering with private organizations to provide the necessary expertise and equipment, and enhancing public safety by rapidly identifying suspects. This amendment also supports Goal 4, Fiscally Responsible, by avoiding any costs associated with the County's general fund monies.

FISCAL IMPACT/FINANCING

The cost of the equipment and maintenance is funded through the Remote Access Network (RAN) Board approved AFIS Fund Number 41079. The cost of the DR Operations System including equipment, hardware, software and installation/ integration/testing is $3,999,215. The maintenance cost on the existing equipment through the life of the contract, and the maintenance for the DR throughout the life of the contract is $2,880,200. An additional discretionary fund in the amount of $3,240,000 will be used for the purchase of new latent stations, additional programming, field devices, DR site rental and/or other goods and services with the concurrence of the Chief Information Officer and County Counsel.

The maximum contract sum will be increased from $18,540,259 to $28,659,674. The RAN Board appropriates funds for this Agreement in the AFIS account under the County's budget from the State of California, pursuant to Government Code Section 76102 and/or Vehicle Code Section 9215.19. There will be no net County costs incurred by the purchase and installation of the new equipment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In July 2002, the County entered into an agreement with Cogent, Inc. to develop a new replacement for AFIS, consolidating the Sheriff's and the Los Angeles Police

Departments' systems. The new system is able to interface and access the State of California, Department of Justice's AFIS in order to search fingerprint data and images and to provide timely identification of all arrestees, as well as fingerprint images discovered at crime scenes. Cogent, Inc. has completed the work and is currently in the maintenance phase of its contract.

At a regular meeting, the RAN Board authorized the County to purchase the DR Operations System, which includes its associated costs and the extended maintenance costs for the existing system and equipment.

Cogent, Inc. is in compliance with all Board, Chief Executive Office, and County Counsel requirements.

The Chief Information Officer and County Counsel have reviewed and approved the amendment to the contract.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow all Los Angeles County area law enforcement agencies, Los Angeles Police Department, and Immigration and Custom Enforcement to continue to perform immediate fingerprint checks on all previously arrested suspects, and provides for continuous identification services during any potential disaster.

There will be no impact on the Department's current operations and services.

CONCLUSION

Upon approval by your Board, please return three (3) adopted copies of this action and three (3) adopted copies of the Amendment to the Sheriff's Department's Contracts Unit.

Sincerely,

LEROY D. BACA
SHERIFF

Reviewed and Approved by:

Jon W. Fullinwider
Chief Information Officer

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

AMENDMENT NUMBER 6 TO AGREEMENT NO. 74083 FOR THE PROVISION OF THE LOS ANGELES COUNTY AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM

This Amendment Number 6 ("Amendment No. ") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Cogent, Inc. (hereinafter "CONTRACTOR"), effective as of the date executed by the Chair of the Board, based on the following recitals:

A. WHEREAS, on July 23, 2002, the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 74083 (hereinafter "AGREEMENT") for development, hardware purchase and installation, and maintenance of an Automated Fingerprint Identification System ("AFIS"); and,

B. WHEREAS, on May 19, 2005, COUNTY was authorized by the Remote Access Network Board (RAN Board) to purchase additional equipment and services related to LAFIS indicated in Appendix 1; and,

C. WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement to make Amendment Number 5 and this Amendment consistent with the structure of the AGREEMENT;

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

1. Section 8 (System Configuration) is amended to add the following paragraph after the second paragraph:

   Contractor further represents and warrants that as of the effective date of Amendment No. 6, the computer platform(s), server(s), operation system(s), applications, interface engine, connectivity and workstation configuration of the System are sufficient in size, capacity and processing capability, to operate the additional hardware added by Amendment No. 6 consisting of three (3) Programmable Matching Accelerators as indicated in Attachment 1 of Amendment No. 6, for the use of County and its Users as set forth in this Agreement.

2. Subsection 10.4 is amended to add the following section:

   10.4.3 There shall be no charge to County for maintenance and support of the hardware added by Amendment No. 6 for the first year after the County issues a Final Test Certificate. Thereafter, maintenance and support fees for the hardware added by Amendment No. 6 shall be as set forth in Section 12 (Invoices and Payments). Contractor shall provide maintenance service for the hardware added by Amendment No. 6

pursuant to the terms of this Section 10 (Maintenance and Support).

3. Subsection 11.1 is amended as follows:

   3.1 The dollar amount in the first paragraph (Maximum Contract Amount) is amended to read "Twenty-Eight Million, Six Hundred Fifty-Nine Thousand, Six Hundred and Seventy-Four Dollars ($28,659,674)".

   3.2 The dollar amount in Paragraph A (Equipment and license for AFIS software embedded therein) is amended to read "Twelve Million, Forty-Seven Thousand, and Fifteen Dollars ($12,047,015)".

   3.3 The dollar amount in Paragraph D (Maintenance Services) is amended to read Two Million, Eight Hundred Eighty Thousand and Two Hundred Dollars ($2,880,200).

   3.4 The dollar amount in Paragraph F (Discretionary Funds) is amended to read Five Million, Thirty-One Thousand, Six Hundred and Ninety-Five Dollars ($5,031,695).

4. Section 12 (Invoices and Payments) is amended to add subsection 12.5 as follows:

   PMA Payment Schedule: Not withstanding anything to the contrary contained herein, the payment schedule for the hardware added pursuant to Amendment No. 6 and for maintenance and support of that hardware shall be as indicated in Attachment 3 to Exhibit B (Schedule of Rates and Fees.) The invoice for payment for PMA Equipment and installation shall include a Final Test Certificate executed by an authorized County official.

5. Exhibit A (Statement of Work) of the Agreement is amended to add Appendix 4 of this Amendment No. 6, "Exhibit A – Statement of Work, Attachment 2." The Agreement is amended to incorporate Appendix 4 (Statement of Work, Attachment 2) into each reference to Exhibit A (Statement of Work) in the Agreement.

6. Exhibit B (Schedule of Rates and Fees) is amended to add the following to Attachment 3 (HICAAP Project Plan/Payment Schedule) for the DR equipment and maintenances in this Amendment 6:

   HICAAP maintenance and support fees after the first year warranty shall be paid

in quarterly payments of $21,666.67 for each PMA.

7. Exhibit B (Schedule of Rates and Fees) is amended to add Appendix 4 of this Amendment No. 6, ("Programmable Matching Accelerator (PMA) Equipment and the Additional Three-Year Maintenance Payment Schedule").

8. Exhibit A (Statement of Work), Attachment 2 of this Amendment Number 6 shall include Attachment 2a (Not attached) which is Contractor's proposal for all the work stated in this Amendment. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to Attachment 2 of this Amendment, then to Attachments 1 and 3, and then Attachment 2a with all work and changes must be approved by the County Project Director.

9. The COUNTY's Project Manager for this Agreement hereinafter shall be the following person:

   Lt. Leo M. Norton
   Los Angeles County Sheriff's Department
   Records and Identification Bureau
   12440 E. Imperial Highway
   Suite 400W
   Norwalk, CA 90650

Except as expressly provided in this Amendment No. 6, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

[continued on the following page for signatures]

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

**AMENDMENT NUMBER 6 TO AGREEMENT NO. 74083
FOR THE PROVISION OF THE LOS ANGELES COUNTY AUTOMATED
FINGERPRINT IDENTIFICATION SYSTEM**

The person executing this Amendment for CONTRACTOR represents and warrants that he or she is an authorized agent, who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be executed on their behalf by their duly authorized officers.

THE COUNTY OF LOS ANGELES

ATTEST:

SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By: _____
CHAIR OF THE BOARD

By: _____

COGENT, INC.

By: _____
Michael Hollowich

Title: Project Director

Date: Dec. 20, 2007

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
GARY GROSS
Principal Deputy County Counsel

COGENT SYSTEMS

QUOTATION

Cogent Systems, Inc.
209 Fair Oaks Avenue
South Pasadena, CA 91030
(626)799-8090

Quotation Ref No.: 10514
Quotation Date: 10/03/07
Expiration Date: 12/31/07

QUOTED FOR:	Customer #: C0478
Los Angeles Sheriffs Department Lt Larry Bryant 12440 E. Imperial Hwy., Suite #400-W Norwalk CA 90650 USA	

Quoted By	Terms	FOB	Ship Via
James Xie	Net 30	Origin	

ITEM NO.	ITEM DESCRIPTION	QTY	PRICE	EXTENSION
MISC	Pricing for Disaster Recovery System below	1.00	0.00	0.00
MISC	Hardware	1.00	812,000.00	812,000.00
MISC	(3) PMA Elite	1.00	2,500,000.00	2,500,000.00
Software	Software	1.00	230,000.00	230,000.00
Installation	Installation/Integration/Test	1.00	165,000.00	165,000.00
MISC	Option 1: Monthly recurring cost to host DR Site at Cogent $5,000 (Renewal rate for yr 2 $5,000/mo)	1.00	0.00	0.00
MISC	Option 2: Annual Maintenance after 1 Year warranty $260,000	1.00	0.00	0.00

Subtotal	Tax	Discount	Freight	Quotation Total:
$3,707,000.00	$292,215.00	$0.00	$0.00	USD3,999,215.00

Authorized signature

LOS ANGELES COUNTY AGREEMENT NUMBER 74083

EXHIBIT A – STATEMENT OF WORK

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Task 1 - Design and planning to install three (3) Programmable Matching Accelerators (PMAs)

Task 2 - Site Evaluations

Task 3 - Design Document

Task 4 - Provide and Install System Hardware and Software / three (3) PMAs

Task 5 - System Acceptance Testing, Evaluation and Reports

Task 6 - Training Plan, Schedule and User Manuals

Task 7 - Maintenance

Task 1 - Design and planning to install three (3) Programmable Matching Accelerators (PMAs)

Subtask 1.1 - Installation Plan
Contractor shall design the PMA installation plan after Amendment #6 is approved by the Board of Supervisors

Deliverable 1.1 - Contractor shall deliver the plan to the County no later than fifteen (15) calendar days after the execution of Amendment #6.

Deliverable 1.2 - Contractor shall deliver written Monthly Status Reports to the County.

Task 2 - Site Evaluations

Subtask 2.1 - Perform Site Evaluations
Contractor shall identify and document all site preparation requirements.

Deliverable 2.1 - Site Requirement List
The requirement list shall include, but not be limited to, power, air conditioning, and communications modifications that may need to be accomplished prior to the delivery and/or installation of system hardware.

Task 3 - Design Document

Subtask 3.1 - Detailed System Design Document
Contractor shall create and furnish a detailed design document for the System based upon the functionality described in Amendment 6 and the anticipated workload and peak hour workload indicated.

Deliverable 3.1 - The design document shall specify the amount and type of equipment required, including but not limited to communications lines, switching equipment and devices, and any other equipment that will be utilized by the system.

Deliverable 3.2 - The design document shall include an overview of the system, a description of the business processes/operation flow, and System functionality.

Task 4 - Provide and Install System Hardware and Software / three (3) PMAs

Subtask 4.1 - System Hardware and Software Installation
Contractor shall obtain approval from the County Project Director prior to the delivery and installation of any equipment.

Deliverable 4.1 - Contractor shall provide and install the System hardware and software as defined in the Detailed System Design Document.

Subtask 4.1 - Configure installation
Contractor shall review and validate the design and the functionality of the PMAs to ensure the configuration meets the current and projected requirements of LAFIS as specified in Section 8, System Configuration, and Section 9, Custom Programming, of the Agreement.

Subtask 4.2 - Rack mount the PMAs
Once equipment is installed and functioning, Contractor shall demonstrate to the County's satisfaction that the hardware is properly performing.

Subtask 4.3 - Load Cogent Proprietary software
Contractor shall load all required operating systems and software, necessary to ensure that the matchers are performing at optimum levels as specified in the Agreement.

Subtask 4.4 - Redistribute minutia database across new matching engines
Contractor shall distribute the minutia database across all of the PMAs, as recommended by Contractor and agreed upon by the County for tenprint operations.

Subtask 4.5 - Redistribute the minutia database across the existing matching engines
To that extent required, all the existing PMAs will be configured to perform at optimum levels. The County will verify will that this work was compelled and still conforms to the County work flow as specified in the main body of Exhibit A (Statement of Work).

Task 5 - System Acceptance Testing, Evaluation and Reports

Subtask 5.1 - Prepare and provide a Detailed System Performance Testing and Validation Plan, including Acceptance Criteria and Disaster Recovery Plan

Deliverable 5.1- Contractor shall assist the County Project Director in the testing and evaluating the system, and the documentation of system activities, functionality and performance.

Subtask 5.2 - Contractor shall assist County Project Director in conducting acceptance testing and evaluation of the system to ensure compliance with the minimum standards set forth in the Detailed Design Document.

Deliverable 5.2- Contractor shall provide documentation of the system activities and performance levels obtained during the acceptance testing and evaluation process as proof that minimum standards have been met.

Subtask 5.3 - Final System Acceptance
Upon the testing and operations of the installed system with no deficiencies after the Readiness Certificate is delivered, County will accept the system and issue the Final Test Certificate. This acceptance will be done in accordance with the Acceptance Test Plan and will be final acceptance for the PMAs.

Task 6 - Training Plan, Schedule and User Manuals

Subtask 6.1 - Provide User Training
Contractor shall provide appropriate training and User Manuals regarding the system operation.

Deliverable 6.1- Contractor shall provide operators and system managers with appropriate training regarding the operation and functionality of the system hardware and terminals. The training is to be scheduled at a mutually agreeable time, and shown in the training schedule.

Task 7 - Maintenance

Subtask 7.1 - Provide On-Call Maintenance
Contractor shall provide on-call maintenance by which system components will be repaired or replaced as needed.

Deliverable 7.1- Contractor shall provide a plan for maintenance to the County one (1) month after the Final System Acceptance date, which plan and maintenance provided there under shall be in compliance with Section 3.17 (Warranty and Maintenance) of the Statement of Work, and Section 10.0 (Maintenance and Support) of the base document.

COGENT SYSTEMS

Los Angeles County Sheriff's Department Disaster Recovery

Statement of Work

Version 1.3

This document contains commercial information and trade secrets, which are confidential and proprietary in nature and are subject to protection under law. Access to the information contained herein, howsoever acquired and of whatsoever nature, will not entitle the accessor thereof to acquire any right thereto. The data subject to this restriction are contained in all sheets of this document.

This document contains commercial or trade secrets of Cogent, Inc. Disclosure of any such information or trade secrets shall not be made without the prior written permission of Cogent, Inc.

PROGRAMMABLE MATCHING ACCELERATOR (PMA) EQUIPMENT AND THE ADDITIONAL THREE-YEAR MAINTENANCE PAYMENT SCHEDULE

	TASK	PAYMENT POINTS
1	PMA Equipment and installation	- -
2	Final Test Certificate executed by the authorized County official at the completion of the PMA installation and testing	$3,999,215 paid upon County's approval and acceptance of the PMA
3	First year warranty (begins at issuance of Final Test Certificate)	- -
4	The additional annual maintenance shall begin immediately following the expiration of the first year warranty described in Task 3.	The cost of the additional annual maintenance will be paid at the end of each quarter for each year (for the three PMAs).

Upon expiration of the one (1) year warranty, payment for maintenance and support shall be paid quarterly in arrears at the rate of $21,666.67 for each PMA. The total amount to be paid for maintenance and support of the PMAs under Amendment No. 6 shall be $65,000 per quarter. The extended annual maintenance cost for the three (3) PMAs is listed below:

One (1) year ..... $86,666.67 each x 3 PMAs = $260,000

Total cost of the three (3) annual maintenance for the 3 PMAs is $780,000