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

LEROY D. BACA, SHERIFF

November 25, 2008

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

Dear Supervisors:

APPROVAL OF AN AGREEMENT WITH IDENTIX INCORPORATED FOR EQUIPMENT MAINTENANCE (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The Los Angeles County Sheriff's Department (Department) is requesting approval of an agreement with Identix Incorporated (Identix) to provide equipment maintenance for the Los Angeles County Regional Identification System (LACRIS) criminal identification livescan fingerprint workstations.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Agreement with Identix to provide fingerprint workstation equipment maintenance. With your Board's approval, the Agreement shall be effective December 1, 2008, for an initial term of two (2) years with an option to extend for two (2) additional one-year periods for a total cost not to exceed $4,100,000.

2. Authorize the Sheriff or his designee to: (1) exercise the extension options above provided sufficient funding is available; (2) execute Change Orders and Amendments to the Agreement as set forth in Section 6.0 of the Agreement; and (3) execute Amendments to the Agreement as set forth in Section 38 (Assignment by Contractor) of Exhibit A of the Agreement when the original

contracting entity has merged, been purchased, or otherwise changed and to execute applicable documents therewith.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to establish an agreement with Identix to provide equipment maintenance of the criminal livescan network systems that are housed in every sheriff's station, police station, criminal booking facility, the Coroner's Office, the District Attorney's Office, and all but two of the courthouses in Los Angeles County.

The Department is responsible for overseeing the equipment maintenance for the County's criminal livescan network systems, which are comprised exclusively of Identix livescan devices and software embedded on those devices.

The livescan devices permit the digital image capture and electronic transmission of fingerprints, palm prints, booking information, and digital booking photos to a central site located at the Department's Records and Identification Bureau. The capture, transmission, storage, and processing of the images and data utilize highly sophisticated and proprietary functions of the livescan network systems.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Plan, Goal 1, Service Excellence, and Goal 4, Fiscal Responsibility, by allowing the Department to operate efficiently and maintain the equipment. This allows for the delivery of an optimum level of service to law enforcement and criminal justice departments throughout Los Angeles County by providing the stakeholders with the ability to document and identify criminals and solve crimes, thereby fulfilling the legal responsibility to the public.

FISCAL IMPACT/FINANCING

The proposed agreement for the maintenance of the criminal livescan network systems shall be for a term of two (2) years with an option to extend for two (2) additional one-year periods.

The maximum contract sum for equipment maintenance and repair costs shall not exceed $4,100,000. The Remote Access Network (RAN) Board, which administers LACRIS funds, will fund this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The hardware and software are proprietary to the vendor and can only be maintained by Identix, who does not license or authorize any third party to maintain its equipment. This is the Department's third sole source agreement for the maintenance of the County's livescan network systems. The last sole source agreement was through Internal Services Department for an equipment and maintenance purchase in 2005. The continued operation of the network necessitates the continued retention of Identix as the sole source provider of maintenance of the livescan network systems.

The Agreement has been reviewed and approved as to form by County Counsel.

The Chief Information Officer has reviewed and approved this Agreement.

CONTRACTING PROCESS

On June 4, 2008, the Department submitted to your Board an Advance Notification of its intent to enter into sole source negotiations with Identix. The Chief Executive Office's (CEO) approval of the Sole Source Checklist was received on July 22, 2008. The proposed Agreement with Identix was procured on a sole source basis since the livescan equipment is proprietary to Identix.

As a result of negotiations, the standard County indemnification language has been modified to relieve Identix of the obligation to indemnify the County for liability arising from the County's own unlawful acts or omissions. The Department, County Counsel, and CEO's Risk Management Branch have reviewed the revised language and believe that the revised language does not pose an unacceptable risk to the County.

This agreement requires the Contractor to be in compliance with all Board and CEO requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Agreement will allow the Department to continue service at the many locations throughout the County where the livescan network systems are housed.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this Board Letter and two original executed copies of the Agreement to the Department's Contracts Unit. Should additional information be required, your staff may contact Mona Whittouck, Contracts Manager, at (323) 526-5542.

Sincerely,

LEROY D. BACA
SHERIFF

Reviewed By:

RICHARD SANCHEZ
ACTING CHIEF INFORMATION OFFICER

AGREEMENT FOR EQUIPMENT MAINTENANCE SERVICES

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

IDENTIX INCORPORATED

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

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RECITALS

THIS AGREEMENT is made and entered into this _____day of _____,2008, by and between the County of Los Angeles ("County") and IDENTIX INCORPORATED, a corporation organized under the laws of Delaware, located at 5705 West Old Shakopee Road, Suite 100, Bloomington, MN 55437 ("Contractor"), to provide equipment maintenance services for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, County, through the Department, desires to employ Contractor for equipment maintenance services for its livescan network systems; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such equipment maintenance services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through E, any schedules attached hereto or thereto, and any executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. 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 this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

Attachment 1 – Technical Exhibits

Technical Exhibit 1 – Contract Performance Discrepancy Report

Technical Exhibit 2 – Performance Requirements Summary (PRS) Chart

1.2.3. Exhibit C – Maintenance Price Schedule and Equipment List

1.2.4. Exhibit D – Contractor's EEO Certification

1.2.5. Exhibit E1– Contractor's Employee Acknowledgement and Confidentiality Agreement

Exhibit E2 - Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).

2.2 "Board" means the Los Angeles County Board of Supervisors.

2.3 "Amendment" has the meaning set forth in Paragraph 6 (Change Orders and Amendments).

2.4 "Business Day" means Monday through Friday, excluding County observed holidays.

2.5 "Bi-Monthly" means every other month or every two months.

2.6 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments).

2.7 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).

2.8 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).

2.9 "County" has the meaning set forth in the Recitals.

2.10 "County Counsel" means County's Office of the County Counsel.

2.11 "County Indemnitees" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).

2.12 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).

2.13 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager).

2.14 "Department" has the meaning set forth in the Recitals.

2.17 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

2.18 Intentionally Omitted

2.19 "Infringement Claims" has the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).

2.20 "Initial Term" has the meaning set forth in Paragraph 7 (Term).

2.21 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.6 (Invoice Discrepancy Report).

2.22 "Jury Service Program" has the meaning set forth in Paragraph 33 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.23 "LACRIS" means Los Angeles County Regional Identification System.

2.24 "Livescan Equipment" means the livescan network systems equipment from time to time listed on Exhibit C (Maintenance Price Schedule and Equipment List).

2.25 "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).

2.26 "Option Term" has the meaning set forth in Paragraph 7 (Term).

2.27 Intentionally Omitted

2.28 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.29 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all attachments thereto, as the same may be amended by any executed Change Order or Amendment.

2.30 "System Software" means any software resident on or embedded in any component of the Livescan Equipment, which contributes in any part or way to the functionality of the Livescan Equipment, as intended by the original equipment manufacturer.

2.31 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.32 "Term" has the meaning set forth in Paragraph 7 (Term).

2.33 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, executed Change Orders, and Amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

3.1.1 "County Project Director" for this Agreement shall be the following person:

Leo Norton, Lieutenant
12440 East Imperial Highway, Suite 400W
Norwalk, California 90650
Telephone: (562) 345-4220
Email: LMNorton@lasd.org

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager.

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Thomas J. Smith, Sergeant
12440 East Imperial Highway, Suite 400W
Norwalk, California 90650
Telephone: (562) 345-4320
Email: t1smith@lasd.org

3.2.2 Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to this Subparagraph 3.2.2.

3.2.3 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.4 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.

3.2.5 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.6 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Richard Agostinelli
Identix Incorporated
5705 West Old Shakopee Road, Suite 100
Bloomington, MN 55437-3107
Telephone: 952-945-3302
Email: ragostinelli@L1id.com

4.1.2 Contractor shall notify County of any change in the name or address of the Contractor Project Manager.

4.1.3 Contractor Project Director shall be responsible for overseeing Contractor's performance of all of the Work and Contractor's compliance with this Agreement.

4.1.4 During the Term of this Agreement, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager.

4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Matt Diederich
Identix Incorporated
5705 West Old Shakopee Road, Suite 100
Bloomington, MN 55437-3107
Telephone: 952-979-8484
Email: mdiederich@L1id.com

4.2.2 Contractor shall notify County of any change in the name or address of the Contractor Project Manager.

4.2.3 Contractor Project Manager shall be responsible for overseeing Contractor's day-to-day activities as related to this Agreement.

4.2.4 During the Term of this Agreement, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, as needed, with County.

4.3 Approval of Contractor's Staff.

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.3.2 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, legally eligible to work under the laws of the United States of America and the State of California. All members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5. WORK; APPROVAL AND ACCEPTANCE

During the Term of this Agreement, Contractor shall fully and timely perform all Work under this Agreement, including pursuant to an executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement. Contractor acknowledges that, subject to this Paragraph 5 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment, is payable on a monthly basis in arrears, in accordance with the terms and conditions of this Agreement, including this Paragraph 5 (Work; Approval and Acceptance), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments). All Work performed hereunder must have the written approval of County Project Director or designee prior to payment thereof. In no event shall County be liable or responsible for payment of any such Work prior to written approval thereof.

6. CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director, with the concurrence of County Counsel, and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

6.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. Subject to Paragraph 6.1.3, to implement such changes, an Amendment to the Agreement shall be prepared and executed by Contractor and by Sheriff.

6.1.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated Amendment to this Agreement shall be executed by the Board or its designee and Contractor.

6.1.4 Without limiting Paragraphs 6.1.1, 6.1.2, or 6.1.3, for any change related to the replacement or deletion of equipment, a Change Order shall be mutually agreed upon and executed by the County Project Director and the Contractor Project Director.

7. TERM

The Term of this Agreement shall commence December 1, 2008, or upon the execution by the Board of Supervisors, whichever is later, and shall terminate on November 30, 2010, unless sooner terminated in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the term of this Agreement for up to two additional one (1) year periods, (each an "Option Term") for a total Agreement term of four (4) years. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each

such extension shall be exercised individually by written notice by the Sheriff or the Sheriff's designee.

Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Section 3.1.1.

8. PRICES AND FEES

8.1 General

The prices and fees for this Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Agreement shall be as set forth on Exhibit C (Maintenance Price Schedule and Equipment List). Such prices and fees are good for the Term. Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed $4,047,990.00, and shall be allocated as set forth in Exhibit C (Maintenance Price Schedule and Equipment List).

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices shall be submitted on a monthly basis in arrears for work performed the previous month. All invoices submitted by Contractor for payment must have the written approval of County Project Director or designee, as evidenced by County Project Director's or designee's countersignature on the applicable invoice, prior to any payment thereof; such written approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

10.2 Detail. Each invoice submitted by Contractor shall include:

10.2.1 County's Agreement number;

10.2.2 Billing period;

10.2.3 Billing date;

10.2.4 Service location(s);

10.2.5 Name of all staff performing Work hereunder during the billing period; and

10.2.6 Dates service provided.

10.3 Submission of Invoices.

Contractor shall submit an original invoice, addressed as shown below with the attention to the County Project Director:

Los Angeles County Sheriff's Department
12440 E. Imperial Highway, Suite 400 W
Norwalk, California 90650
Attention: _Lieutenant Leo Norton__

10.4 No Out-of-Pocket Expenses.

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.5 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.6 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.7 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any disputed Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11. LIQUIDATED DAMAGES

11.1 Without limiting County's remedies available elsewhere herein, if the County Project Director determines that there are deficiencies in the performance of this Agreement, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.1.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; or

11.1.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment 1, Technical Exhibit 2 to Exhibit B (Statement of Work) and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from the County's payment to Contractor; and/or

11.1.3 Upon giving ten (10) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

11.2 The action noted in paragraph 11.1 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.3 This paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or paragraph 11.1, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

12. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving party of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice, in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Records and Identification Bureau
12440 E. Imperial Highway, Suite 400 W
Norwalk, California 90650
Attention: Lieutenant Leo Norton

with a copy to:

(2) Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Suite 214
Monterey Park, CA 91754-2169
Attention: Assistant Director

To Contractor: Identix Incorporated
5705 West Old Shakopee Road, Suite 100
Bloomington, MN 55437
Attention: Legal Department
Facsimile: (952)932-0888

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator

14. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1 (Agreement & Interpretation), 2 (Definitions), 8 (Prices & Fees), 10 (Invoices and Payments), 12 (Notices), 13 (Arms Length Negotiations), 14 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

AGREEMENT FOR EQUIPMENT MAINTENANCE SERVICES
BETWEEN COUNTY OF LOS ANGELES
AND
IDENTIX INCORPORATED

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

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

By _____
Deputy

Identix Incorporated
Contractor
Signed: _____

Printed: Richard Agostinelli.
Title: President

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By Michele Jackson

Deputy County Counsel

EXHIBIT A

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used in this Exhibit A (Additional Terms and Conditions) (this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Contract)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Contract (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information.

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Re-solicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United

States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon notice to Contractor, terminate the whole or any part of the Agreement if Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have twenty (20) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise

that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any non-complying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience.

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.

7.3 Among other items, such improper consideration may take the form of cash, discounts, service,the provision of travel or entertainment, or tangible gifts.

8.0 INTENTIONALLY OMITTED

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), or Paragraph 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and

competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, to procure and furnish such similar goods, services, and other Work, and County shall provide Contractor with a written report of all such costs;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new Contractor, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Maintenance Price Schedule and Equipment List) of the Agreement, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, on request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is authorized and has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants and further covenants and agrees to the following:

12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.

12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County. Notwithstanding the foregoing, Contractor may supply replacement units and spare parts that are refurbished.

12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.

12.4 All Work shall be performed in a timely and professional manner by qualified personnel.

12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.0 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contender*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor. The foregoing indemnification obligation does not extend to County's unlawful acts or omissions.

13.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Subparagraph 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

Karen Anderson, Manager
Sheriff's Department Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

(i) Specifically identify the Agreement;

(ii) Clearly evidence all coverages required in the Agreement;

(iii) Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;

(iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and

(v) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

13.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

(i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

(ii) Professional liability insurance covering any liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, agents, or employees with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

Such coverage shall be maintained for a period of not less than two (2) years, or the policy shall be endorsed to provide an extended reporting period of not less than two (2) years, following the expiration or termination of the Agreement.

(iii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars ($1,000,000) per accident.

(iv) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars ($1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars ($1,000,000) and one million dollars ($1,000,000 for each employee.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

(i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

(iii) Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(iv) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9.0 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Subparagraph 5.3 (Completion of Work) of this Exhibit..

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

14.1 General. Contractor shall indemnify, hold harmless and defend County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Work provided under this Agreement (collectively in this Paragraph 14.0 "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contender*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

14.2 Procedures. County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Livescan Equipment, associated System Software or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Livescan Equipment, associated System Software or part(s) or component(s) with another item of equipment and/or software of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Livescan Equipment, associated System Software or part(s) or component(s) become non-infringing, non-misappropriating and non-disclosing.

15.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, the Contractor shall continue to provide all of the services set forth in this Agreement.

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

17.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being

awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

17.3 The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a Contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

17.4 If there is evidence that the Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.9 These terms shall also apply to subcontractors of County Contractors.

18.0 COMPLIANCE WITH APPLICABLE LAW

18.1 Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, policies and procedures, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines, policies and procedures, and directives.

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the

event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that

provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

24.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any

capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF GAINPROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or general relief opportunity for work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview

qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term, the County may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under

this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance.

34.2 If any of the Contractor's staff, subcontractors or agents do not pass the background clearance investigation, the County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through the County's background investigation.

34.3 County may immediately deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of the County, or whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

34.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov .

38.0 ASSIGNMENT BY CONTRACTOR

38.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 38, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel.

38.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 38 of this Exhibit A.

38.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

39.0 INDEPENDENT CONTRACTOR STATUS

39.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

39.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

39.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

39.4 Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1) for each of its employees performing Work under the Agreement.

40.0 RECORDS AND AUDITS

40.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 40.0 (Records and Audits), Contractor may require the non-County

examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

40.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30)

days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

40.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

41.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Mona Whittouck, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

42.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

43.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods and substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

44.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

45.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

46.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract

Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

47.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

48.0 SAFELY SURRENDERED BABY LAW

48.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

48.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. The poster is also available on the Internet at www.babysafela.org.

49.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

The Contractor and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

50.0 PUBLIC RECORDS ACT

50.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret" in California Evidence Code section 1061. The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

50.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

51.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

52.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

53.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

54.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

55.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

* * * * *

EXHIBIT B

STATEMENT OF WORK

IDENTIX INCORPORATED
EQUIPMENT MAINTENANCE SERVICES

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ATTACHMENT 1, TECHNICAL EXHIBITS
EXHIBIT 1: CONTRACT PERFORMANCE DISCREPANCY REPORT
EXHIBIT 2: PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Statement of Work

1.0 INTRODUCTION

Capitalized terms used in this Exhibit B (Statement of Work) (together with all attachments hereto, "Statement of Work" or "SOW") without definition have the meanings given to such terms in the body of the Agreement for Equipment Maintenance Services dated as of _____, 2008, between the County of Los Angeles (County) and Identix Incorporated (Contractor), to which this Statement of Work is attached.

1.1 Purpose

The County's Sheriff's Department (Department) desires Contractor to provide equipment maintenance and repair services further described in this Exhibit B for the Livescan Equipment. The systems are located in every police station, Department station, criminal booking facility, the Coroners Office, Probation sites, the District Attorney's Office and all but two of the courthouses in Los Angeles County, as listed on Exhibit C, Maintenance Price Schedule and Equipment List.

1.2 Background

The County's criminal livescan network is a dynamic system that is designed to incorporate new technology as new generation livescan hardware, software, and processing equipment are introduced. The County's criminal livescan network went through a significant upgrade in 2005 at a cost of $7.8 million.

The County's network in its current configuration is interfaced to the Los Angeles Automated Fingerprint Identifications System (LAFIS), the Automated Jail Information System (AJIS), a mug shot image management system, the Department's Custody Division's Defendant/Inmate Movement Management System (DIMMS), local law enforcement agencies, record management systems, and the California Department of Justice's Automated Fingerprint Identification System (AFIS). Any change or modifications to the interfacing systems impacts the configuration of the County's livescan network.

The primary functionality of the criminal livescan devices permits the digital image capture and electronic transmission of fingerprints, palm prints, booking information, and digital booking photos to the LAFIS located at the Department's Records and Identification Bureau. The capture, transmission, storage, and processing of the images and data within the network include highly sophisticated and proprietary functions designed specifically for Los Angeles County.

2.0 SCOPE OF SERVICES

Contractor will be required by the Department to maintain and service the Livescan Equipment (including livescan, printer, camera, servers and other sub-components) from time to time listed on Exhibit C, Maintenance Price Schedule and Equipment List, and the System Software with respect to such Livescan Equipment.

3.0 MAINTENANCE SERVICE REQUIREMENTS

Under this Agreement, Contractor shall be responsible for the Remedial and Preventive Maintenance (each as defined below) of all the Livescan Equipment from time to time listed on Exhibit C, Maintenance Price Schedule and Equipment List, and the System Software with respect to such Livescan Equipment.

4.0 SELF DIAGNOSTIC CAPABILITY

Contractor shall provide a self-diagnostic capability for each device of Livescan Equipment, whereby an operator can determine that all component devices are functioning normally. This may be accomplished either by diagnostic routines performed by the operator and/or remotely initiated diagnostics performed by the Los Angeles Regional Identification System (LACRIS) staff or Contractor's representative. The devices must also be able to run self diagnostics at pre-determined times.

5.0 REMEDIAL MAINTENANCE SERVICE REQUIREMENTS

Contractor shall perform full-service, on-call emergency repair Remedial Maintenance services for all Livescan Equipment from time to time listed on Exhibit C, Maintenance Price Schedule and Equipment List, and the System Software with respect to such Livescan Equipment, on a twenty-four (24) hours-per-day, seven (7) day-per-week basis, including County holidays. Contractor shall provide contact information for response to requests for repairs after normal business hours.

Remedial Maintenance is defined as the lubrication, adjustment, and replacement of parts to restore equipment to good operating condition as per manufacturer's specification. Remedial Maintenance includes all required labor, repair and/or replacement of all Livescan Equipment parts and the System Software with respect to such Livescan Equipment regardless of how damaged.

Contractor shall provide Remedial Maintenance service which ensures that the equipment will be repaired within eight (8) consecutive hours. If a device is out of service for eight consecutive hours from the time Contractor was notified, Contractor shall, by the end of the eighth (8th) hour, replace the defective equipment with an operable device until the defective item has been fully repaired. The eight (8) hour clock begins from the time of personal notification to a representative, or message left at call center for Contractor. The Service Technician assigned the service call must return our call within one (1) hour to the LACRIS Help Desk at (562) 345-4400.

Contractor shall provide Remedial Maintenance on an on-call basis. Contractor may attempt to correct the problem by phone or remote access. If Contractor is unable to correct the problem in this manner, Contractor must begin on-site repair within four (4) hours of the time Contractor was initially notified, depending on the availability of the site.

6.0 PREVENTIVE MAINTENANCE SERVICE REQUIREMENTS

Contractor shall provide Preventive Maintenance in accordance with the recommendations and specifications of the original equipment manufacturer for each site and each piece of Livescan Equipment listed on Exhibit C, Maintenance Price Schedule and Equipment List, and the System Software with respect to such Livescan Equipment. All Preventive Maintenance must be performed during slack times or off-shift hours, when Livescan Equipment is not in use, and must not exceed 1.5 hours per Preventive Maintenance call. Without limiting the requirement that the Preventive Maintenance schedule be in accordance with the recommendations of the original equipment manufacturer, Preventive Maintenance shall be performed every thirty (30) days with fifteen (15) days in between visits with a downtime of no more than 1.5 hours.

Contractor shall provide a Preventive Maintenance service that is consistent with the level of required Remedial Maintenance for a specific location. Preventive Maintenance shall include but is not limited to: checking, cleaning, and calibrating all equipment (including but not limited to: livescan, mug shot camera, printer and other sub-components) at each site to ensure good working condition to manufacturer's specification.

6.1 Site Preventive Maintenance requirements are listed on Exhibit C, Maintenance Price Schedule and Equipment List.

6.1.1 Preventive Maintenance- Monthly:

Due to the high usage or located at a 24/7 (twenty-four hours per day/seven days per week) facility, Preventive Maintenance will be performed on a monthly basis.

7.0 ON-SITE CRITICAL PARTS

Contractor shall provide a list of high usage and critical spare parts for any Livescan Equipment to be stored locally at the Central Site equipment storage in Norwalk, as listed on Exhibit C, Maintenance Price Schedule and Equipment List. This list must be approved by the County Project Manager prior to the actual storage of such parts by Contractor. Any spare part that is used in the recovery from a failure of any component of such Livescan Equipment must be replaced within seventy-two (72) hours at Contractor's expense. The County Project Manager will ensure that periodic inspection of the spare parts is made and the quantity of the spare parts can be

verified against the list. Contractor service technicians must have all parts, materials and tools available on-site, when servicing and performing on-site repairs.

8.0 ADDITION / DELETION OF COUNTY EQUIPMENT

County, at its sole discretion, reserves the right to add, replace, or delete like items, of a similar type and/or complexity to those listed in Exhibit C, Maintenance Price Schedule and Equipment List. Pricing for services for such items shall be determined by mutual agreement of the parties and memorialized as provided for in the Agreement, Subparagraph 6.1 (Change Orders and Amendments).

9.0 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

9.1 Contractor shall provide and install all upgrades, enhancements, revisions, improvements, bug fixes, patches and modifications, including, without limitation, those required in order to achieve and maintain the Livescan Equipment's compliance with applicable Federal, State and local laws, rules, regulations and ordinances, to the System Software as they become available, including, but not limited to, auto updating, service packs, operating system updates, critical patches, hardware firmware updates/upgrades and other system updates as necessary (collectively, "Updates"). Contractor hereby grants County a perpetual, irrevocable license to use the Updates.

9.2 Virus protection software shall include automatic updates.

10.0 CONTRACTOR'S RESPONSIBILITIES

10.1 Contractor and each of Contractor's staff (technicians) assigned to this project shall, upon signing an Agreement with County, and prior to commencing Work, complete a Department security clearance check prior to entering any LACRIS livescan facility, accessing any LACRIS livescan device, or any part of livescan network.

10.2 Security clearance shall be reviewed annually and is revocable at any time with or without cause.

10.3 Contractor's employees providing services under this Agreement shall prominently display Contractor-provided identification badges at all times while conducting business at any of the livescan equipment locations.

10.4 Contractor shall provide ongoing Remedial and Preventive Maintenance, in accordance with the specific site requirements as outlined in Paragraphs 5.0, 6.0, and 7.0.

10.5 Contractor's Project Manager or designee shall meet with County's Project Manager or designee as follows:

10.5.1 Monthly management meeting to discuss project overview.

10.5.2 Bi-monthly regarding maintenance issues.

10.5.3 As needed to discuss other issues. Contractor will be given written or electronic notification seven (7) days prior to the meeting as to the date, time and location.

10.6 Service Calls – Equipment Documentation

Contractor shall maintain a complete service-call tracking system for each equipment item covered under this Agreement which shall minimally include:

a. Dates and times service calls are placed;
b. Dates and times service calls are dispatched and completed;
c. Facility from which service call is placed;
d. Name of the person who placed the service call;
e. Serial number of equipment serviced;
f. Description of problem;
g. Description of work completed or disposition of Work in progress, including a listing of parts replaced or placed on order;
h. Complete, documented service history of each piece of equipment;
i. Service technician's full printed name;
j. Service technician's signature; and
k. Agreement number.

10.7 Upon completion of each Preventive Maintenance service or Remedial Maintenance repair service call, as the case may be, Contractor's service technicians shall call County personnel at the LACRIS Help Desk at (562) 345-4400, and provide a disposition (report) within one (1) hour of completing Preventive Maintenance service or Remedial Maintenance repair service call.

10.8 Contractor shall, upon request and within one (1) calendar day, provide the County Project Manager with any requested information regarding service calls/history of the equipment.

11.0 CONTRACTOR'S STAFF

11.1 Contractor shall staff one (1) Project Director and one (1) Project Manager to the project. The duties of the Project Director and Project Manager are briefly described in the Agreement, Paragraphs 4.1 and 4.2.

11.2 Contractor shall ensure that both the Project Director and Project Manager are able to receive telephonic communication from the Department, as needed, Mondays through Fridays, during normal business hours. Contractor's Project Manager shall act as a central point of contact with the County.

11.3 Contractor shall maintain sufficient staff assigned to Los Angeles County and this Agreement to meet the maintenance service requirements herein.

12.0 MATERIALS AND EQUIPMENT

12.1 Contractor's Material and Equipment (Tools)

The purchase of all tools and diagnostic equipment (tools) needed to provide all Work under this Agreement is the responsibility of Contractor.

Contractor shall maintain all of its tools in accordance with the Occupational Safety and Health Act (OSHA), or other regulatory standards as they may apply, and shall check said tools before use for safety and functionality. Contractor shall ensure that all Contractor employees wear safety and protective gear in accordance with OSHA and/or other regulatory employee safety standards.

12.2 Material Standards (Maintenance, Repairs, Upgrades)

Contractor shall use either original equipment manufacturer (OEM) parts or alternates that meet or exceed OEM standards. Contractor shall bear financial liability for any damages that may result from the use or installation of said parts, and shall bear the expense of repairing or replacing damaged County equipment or property.

13.0 CONTRACTOR'S DAMAGES / CLEANUP

13.1 All damages incurred to the site of the Livescan Equipment by Contractor shall be repaired or replaced at Contractor's expense.

13.2 All such repairs or replacements shall be completed within the time requirements as determined by the Department. If Contractor fails to repair or replace damaged property, the Department will deduct the cost of repairs for such damages, as determined by the Department, from existing unpaid invoices due Contractor, or from future invoices submitted by Contractor, or bill Contractor.

13.3 Upon completion of work, Contractor shall remove remaining excess materials from the Livescan site. Any dirt, stains or residues caused by the work under this Agreement shall be cleaned off and removed.

14.0 CONTRACTOR'S GUARANTEE

14.1 Contractor shall guarantee fully-operational system performance for each item of Livescan Equipment from time to time included in Exhibit C, Maintenance Price Schedule and Equipment List, (which is comprised of a modular configuration of various equipment items) and System Software with respect thereto (referred to in this Paragraph 14.0 each as a "system") at a minimum rate of not less than ninety-five percent (95%) annually. Contractor shall review system performance monthly, or as often as necessary to verify the 95% annual performance standard for each year the systems are covered under this Agreement.

14.2 System Downtime (non-operational) Defined

For purposes of this Agreement, a system is considered non-operational when a) the entire system is not functional, or b) a component of the system, including software, is not working properly and adversely impacting the ability of the system to fully function as intended by the original equipment manufacturer of the affected component.

In either instance, downtime shall be considered "System Downtime", and shall be calculated in monthly increments by calendar month in the following manner: 1) total hours per day the system is required by the County to be in service, 2) times the number of required days in service per month, 3) times 95%. (Prior to beginning Work under this Agreement, County will provide Contractor with a listing of 'in-service' requirements (hours) for each system listed in Exhibit C, Maintenance Price Schedule and Equipment List.)

14.3 System Downtime Exceptions

Contractor shall not be responsible for System Downtime which results from any of the following:

1. Facility power failure(s)
2. County data system or network failure
3. County operator error
4. Force majeure events described in Paragraph 16.0 of Exhibit A

For each and every occurrence listed above, County will adjust the total monthly in-service hours required for each respective system, and provide a revised figure to Contractor. Notwithstanding this Paragraph 14.3, Contractor shall nonetheless provide all repair services required under this Agreement within the time frames, and in the manner set forth in this Agreement.

14.4 For each system which fails to meet the performance standard in any calendar month, Contractor shall issue to County a credit for the following calendar month based upon the monthly service contract price for the system in question, which shall be determined as follows:

Equipment uptime	Applied Invoice Credit
95% - 100% uptime	0%
90% - 94.9% uptime	10%
85% - 89.9% uptime	15%
80% - 84.9% uptime	20%
Below 80%	25%

14.5 Contractor shall, within five (5) business days of the close of each previous month, provide County Project Manager with a summary system status report for

all systems then listed in Exhibit C, Maintenance Price Schedule and Equipment List. The summary report shall minimally include: system serial numbers, location of equipment, County's required in-service hours, actual hours in service, percent of hours in operation.

14.6 County will review Contractor's service-call tracking system, or other records (see Paragraph 10.6, Service Calls – Equipment Documentation), as often as necessary, but not less than monthly. Contractor shall apply the appropriate credit to the following month's invoice. Failure by County to request such credit shall not constitute a waiver of such right, which may be exercised at any time.

14.7 Contractor shall be considered by County to be in default of this Agreement, and County shall have the right to provide Contractor with notice thereof, for any system which is not in service for eight (8) consecutive hours, and for which Contractor has not provided an adequate remedy (loaner equipment or components) as described in Paragraph 5.0, Remedial Maintenance Service Requirements.

15.0 CONTRACTOR'S WARRANTY

In addition to the other warranties elsewhere in this Agreement:

15.1 To Provide Professional Skills and Performance

Contractor warrants that all Work performed under this Agreement will be performed in a timely and workmanlike manner using only qualified, skilled, or original equipment manufacturer (OEM) trained and, if applicable, certified maintenance technicians specifically qualified to maintain and repair the Equipment listed in Exhibit C, Maintenance Price Schedule and Equipment List. Further, Contractor warrants that all tasks, deliverables, services, and other Work provided shall conform to the specifications for, and to the standards set by, each respective OEM for the Livescan Equipment from time to time listed in Exhibit C, Maintenance Price Schedule and Equipment List, and associated System Software, for the same or similar tasks, deliverables, services, and other work. Contractor warrants that it and all staff performing Work hereunder are authorized to perform the Work hereunder, including, if required, by the OEM.

15.2 To Maintain Equipment within Specifications

Contractor warrants that it will maintain County's Livescan Equipment and associated System Software free from defects in workmanship and materials so that all Livescan Equipment and associated System Software shall conform to the performance capabilities, characteristics, specifications, functions, and standards applicable thereto, as published by the original equipment manufacturer (OEM) of each component thereof.

16.0 ACCEPTABILITY OF WORK

All Work by Contractor shall be done in a professional manner, and must be acceptable to technically qualified Department personnel designated by the County. All work shall be completed within the time frames specified in Paragraphs 5.0, 6.0 and 7.0, unless otherwise approved by County Project Director.

17.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

All listings of services used in the PRS, Technical Exhibit 2 of Attachment 1 of this SOW, are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and this SOW. In any case of apparent inconsistency between services as stated in the Agreement, this SOW, and the PRS, the meaning apparent in the Agreement and SOW will prevail. If any service created in the PRS is not clearly and forthrightly set forth in the Agreement and the SOW, that portion of the PRS will be null and void.

When Contractor's performance does not conform to the requirements of this Agreement, County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to Contractor by computed amount based on the fee(s) in the PRS.

- Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

This Paragraph 17.0 does not preclude the County's right to terminate the Agreement as provided for in the Agreement, Exhibit A (Additional Terms and Conditions).

18.0 CONTRACT PERFORMANCE DISCREPANCY REPORT

Verbal notification of a contract performance discrepancy will be made to the Contractor's Project Manager as soon as possible.

County's Project manager will determine whether a formal Contract Performance Discrepancy Report shall be issued, see Technical Exhibit 1 of Attachment 1 of this SOW. Upon receipt of this document, Contractor is required to respond in writing to the County's Project Manager within ten (10) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Performance Discrepancy Report shall be submitted to the County's Project Manager within ten (10) business days.

* * * * *

EXHIBIT B
ATTACHMENT 1

TECHNICAL EXHIBITS

1. CONTRACT PERFORMANCE DISCREPANCY REPORT
2. PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

TECHNICAL EXHIBIT 1

CONTRACT PERFORMANCE DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

EQUIPMENT MAINTENANCE SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD*	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
1. SOW Page 2 Paragraph 5.0 Remedial Maintenance Service Requirements	The Contractor shall provide remedial maintenance service which ensures that the equipment will be repaired within eight continuous hours. If a device is out of service for eight consecutive hours from the time the Contractor was notified, the Contractor shall, by the eighth hour, replace the defective equipment with an operable device until the defective item has been fully repaired. The eight (8) hour clock begins from the time of personal notification to a representative, or message left at call center for the Contractor. If a message is left, then the vendor must return our call within one (1) hour.	None	Inspection & Review	$450 per non-compliant occurrence - 8 hours that system is not fully functional or replacement is not fully functional; $100 assessed each hour thereafter - Contractor must return message within 1 hour; $100 assessed each hour thereafter

2. SOW Page 2 Paragraph 5.0 Remedial Maintenance Service Requirements	The Contractor shall provide remedial maintenance on an on-call basis. The Contractor may attempt to correct the problem by phone or remote access. If the Contractor is unable to correct the problem in this manner, the Contractor must begin on-site repair within four hours of the time the Contractor was initially notified.	None	Inspection & Review	$250 per non-compliant occurrence - repair must begin within 4 hours of notification
3. SOW Page 2 Paragraph 6.0 Preventive Maintenance Service Requirements	The Contractor shall provide a preventive maintenance schedule for each site. All preventive maintenance must be performed during slack times or off-shift hours and must not exceed 1.5 hours per preventive maintenance call. Preventive maintenance shall be performed every thirty (30) days with fifteen (15) days in between visits with a downtime of no more than 1.5 hours.	None	Inspection and Review of Reports	$250 per non-compliant occurrence - service must not exceed 1.5 hours (provided that the Contractor's service on a device is not interrupted by County or any third parties); $100 assessed each hour thereafter -maintain every 30 days; $100 assessed each day thereafter - not less than 15 days between visits

4. SOW Page 3 Paragraph 7.0 On-Site Critical Parts	The Contractor shall provide a list of high usage and critical spare parts for any Livescan Equipment to be stored locally at the Central Site equipment storage in Norwalk, as listed on Exhibit C, Maintenance Price Schedule and Equipment List. This list must be approved by the County's Project Manager prior to the actual storage of such parts by the Contractor. Any spare part that is used in the recovery from a component of such Livescan Equipment must be replaced within seventy-two hours at Contractor's expense. The County Project Manager will ensure that periodic inspection of the spare parts is made and the quantity of the spare parts can be verified against the list. Contractor service technicians must have all parts, materials and tools available on-site, when servicing and performing on-site repairs.	None	Observation and Review of Reports	$250 per non-compliant occurrence - If contractor does not replace critical spare parts from central site equipment storage within 72 hours when the quantity of critical spare parts falls below five (5) units; and $100 assessed each day thereafter
5. SOW Page 5 Subparagraph 10.7 Contractor's Responsibilities	Upon completion of each preventive maintenance service or repair service call, as the case may be, Contractor's service technicians shall call County personnel at the LACRIS help desk and provide a disposition within one hour of completing preventative maintenance service or service call.	None	Review	$100 per non-compliant occurrence - disposition within 1 hour of service - no disposition reported

*Unless otherwise approved by County's Project Director, per Paragraph 16 of the SOW.

EXHIBIT C

MAINTENANCE PRICE SCHEDULE AND EQUIPMENT LIST

EXHIBIT C
Maintenance Price Schedule and Equipment List

Site_Name	Site_type	ORI / DAI / BORI /BCOD	LSID	Install Date	Address	City	Zip	Livescan Ser #	Livescan Co #	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4
77th St #1 Male (LAPD)	LAPD Division	CA0194212	L55	07/10/06	235 West 77th Street	Los Angeles	90003	4005-00178	590918	5,367.00	5,635.00	5,832.00	6,036.00
77th St #2 Male (LAPD)	LAPD Division	CA0194212	L56	07/10/06	235 West 77th Street	Los Angeles	90003	2905-00121	590920	5,367.00	5,635.00	5,832.00	6,036.00
77th St #3 Female (LAPD)	LAPD Division	CA0194212	L57	07/10/06	235 West 77th Street	Los Angeles	90003	3505-00165	590921	5,367.00	5,635.00	5,832.00	6,036.00
77th St #4 Female (LAPD)	LAPD Division	CA0194212	L62	07/10/06	235 West 77th Street	Los Angeles	90003	3005-00129	588736	5,367.00	5,635.00	5,832.00	6,036.00
Devonshire Division (LAPD)	LAPD Division	CA0194217	L59	10/24/05	10250 Etiwanda Avenue	Northridge	91325	2905-00127	588721	5,367.00	5,635.00	5,832.00	6,036.00
Foothill Division (LAPD)	LAPD Division	CA0194216	L60	10/25/05	12760 Osborne Street	Pacoima	91351	3005-00132	588722	5,367.00	5,635.00	5,832.00	6,036.00
Hollywood Division #1 (LAPD)	LAPD Division	CA0194206	L63	09/29/05	1358 N Wilcox Ave	Los Angeles	90028	2905-00126	588670	5,367.00	5,635.00	5,832.00	6,036.00
Hollywood Division #2 (LAPD)	LAPD Division	CA0194206	L64	03/07/06	1358 N Wilcox Ave	Los Angeles	90028	3405-00159	590922	5,367.00	5,635.00	5,832.00	6,036.00
Metro Jail #1 (LAPD)	LAPD Division	CA0194273	L65	10/17/05	150 N. Los Angeles Street	Los Angeles	90012	3405-00148	588713	5,367.00	5,635.00	5,832.00	6,036.00
Metro Jail #2 (LAPD)	LAPD Division	CA0194273	L66	10/17/05	150 N. Los Angeles Street	Los Angeles	90012	2905-00118	588712	5,367.00	5,635.00	5,832.00	6,036.00
Metro Jail #3 (LAPD)	LAPD Division	CA0194273	L67	10/17/05	150 N. Los Angeles Street	Los Angeles	90012	2905-00119	588711	5,367.00	5,635.00	5,832.00	6,036.00
Metro Jail #4 Juvenile (LAPD)	LAPD Division	CA0194273	L68	10/17/05	150 N. Los Angeles Street	Los Angeles	90012	3505-00168	588714	5,367.00	5,635.00	5,832.00	6,036.00
Metro Jail #5 (LAPD)	LAPD Division	CA0194273	M28		150 N. Los Angeles Street	Los Angeles	90012	2605-00083	587662	5,367.00	5,635.00	5,832.00	6,036.00
Pacific Division (LAPD)	LAPD Division	CA0194214	L73	07/05/06	12312 Culver Blvd	Los Angeles	90066	4005-00175	590916	5,367.00	5,635.00	5,832.00	6,036.00
Records & Identification (LAPD)	LAPD Division	CA0194276	L74	07/13/05	150 N. Los Angeles St, Suite 230	Los Angeles	90012	1905-00005	587645	5,367.00	5,635.00	5,832.00	6,036.00
Southwest Division (LAPD)	LAPD Division	CA0194203	L77	06/28/06	1546 W. Martin Luther King Jr. Bl.	Los Angeles	90062	3005-00137	588699	5,367.00	5,635.00	5,832.00	6,036.00
Valley Jail #1 (LAPD)	LAPD Division	CA0194279	L78	10/26/05	6240 Sylmar Avenue	Van Nuys	91401	3405-00157	588724	5,367.00	5,635.00	5,832.00	6,036.00
Valley Jail #2 (LAPD)	LAPD Division	CA0194279	L79	10/26/05	6240 Sylmar Avenue	Van Nuys	91401	2905-00120	588725	5,367.00	5,635.00	5,832.00	6,036.00
Valley Jail #3 Female (LAPD)	LAPD Division	CA0194279	L80	10/26/05	6240 Sylmar Avenue	Van Nuys	91401	3505-00163	588726	5,367.00	5,635.00	5,832.00	6,036.00
Valley Jail #4 (LAPD)	LAPD Division	CA0194279	L61	10/20/05	6240 Sylmar Avenue	Van Nuys	91401	2805-00107	588717	5,367.00	5,635.00	5,832.00	6,036.00
West Valley (LAPD)	LAPD Division	CA0194210	L82	11/01/06	19020 Vanowen St	Reseda	91335-511	3405-00160	591880	5,367.00	5,635.00	5,832.00	6,036.00
Wilshire Division (LAPD)	LAPD Division	CA0194207	L83	07/07/06	4861 West Venice Blvd	Los Angeles	90019	2805-00111	588728	5,367.00	5,635.00	5,832.00	6,036.00
Norwalk Central Site - Dell	LASD - LACRIS - Printer	CA0190040		**BEC 4**	12440 E. Imperial Hwy	Norwalk	90650			5,367.00	5,635.00	5,832.00	6,036.00
Norwalk Central Site - Lexmark	LASD - LACRIS - Printer	CA0190040		**BEC 4**	12440 E. Imperial Hwy	Norwalk	90650			5,367.00	5,635.00	5,832.00	6,036.00

EXHIBIT C
Maintenance Price Schedule and Equipment List

Site_Name	Site_type	ORI / DAI / BORI /BCOD	LSID	Install Date	Address	City	Zip	Livescan Ser #	Livescan Co #	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4
Records & Identification - PSU #1 (LASD)	LASD - RIB	CA0190047	M33	09/21/05	12440 E. Imperial Hwy	Norwalk	90650	1805-00002		5,367.00	5,635.00	5,832.00	6,036.00
Records & Identification - PSU #2 (LASD)	LASD - RIB	CA0190047	M34		12440 E. Imperial Hwy	Norwalk	90650	3505-00167	591888	5,367.00	5,635.00	5,832.00	6,036.00
Alhambra Court	LASD Court	CA01900Z0	M50	07/07/05	150 Commonwealth Avenue	Alhambra	91801	2305-00069	587635	5,367.00	5,635.00	5,832.00	6,036.00
Beverly Hills Court	LASD Court	CA01900Z2	M51	07/08/05	9355 Burton Way	Beverly Hills	91210	2305-00070	587657	5,367.00	5,635.00	5,832.00	6,036.00
Burbank Court	LASD Court	CA01900Z3	M52	07/19/05	300 East Olive Avenue	Burbank	91502	2505-00077	588652	5,367.00	5,635.00	5,832.00	6,036.00
Central Arraignment Court	LASD Court	CA01900Z4	M53	07/28/05	429 Bauchet Street	Los Angeles	90012	2805-00104	588745	5,367.00	5,635.00	5,832.00	6,036.00
Clara Shortridge Flotz Criminal Justice Center (CCB) #1	LASD Court	CA01900Z8	M54	06/07/05	210 West Temple Street	Los Angeles	90012	2105-00019	587597	5,367.00	5,635.00	5,832.00	6,036.00
Clara Shortridge Flotz Criminal Justice Center (CCB) #2	LASD Court	CA01900Z8	M84	06/07/05	210 West Temple Street	Los Angeles	90012	2105-00020	587596	5,367.00	5,635.00	5,832.00	6,036.00
Compton Court	LASD Court	CA01900Z6	M55	09/28/05	200 West Compton Blvd	Compton	90270	2205-00051	588663	5,367.00	5,635.00	5,832.00	6,036.00
Downey Court	LASD Court	CA01900Y2	M56	06/07/05	7500 E Imperial Hwy	Downey	90242	1905-00012	587602	5,367.00	5,635.00	5,832.00	6,036.00
East Los Angeles Court	LASD Court	CA01900Y3	M57	06/08/05	214 South Fetterly Ave	Los Angeles	90022	2105-00018	587599	5,367.00	5,635.00	5,832.00	6,036.00
Eastlake Juvenile Court	LASD Court	CA01900P2	M58	06/08/05	1601 Eastlake Avenue	Los Angeles	91033	2005-00015	587598	5,367.00	5,635.00	5,832.00	6,036.00
Edelman's Children's Court	LASD Court	CA01900Y4	M59	06/09/05	201 Centre Plaza	Monterey Park	91754	2105-00024	587628	5,367.00	5,635.00	5,832.00	6,036.00
El Monte Court (Rio Hondo)	LASD Court	CA01900X9	M60	07/06/05	11234 East Valley Blvd	El Monte	91731	2305-00065	587599	5,367.00	5,635.00	5,832.00	6,036.00
Glendale Court	LASD Court	CA01900Y5	M61	07/06/05	600 East Broadway	Glendale	91206	2305-00058	587632	5,367.00	5,635.00	5,832.00	6,036.00
Inglewood Court	LASD Court	CA01900Y8	M62	07/27/05	1 Regent Street	Inglewood	90301	2205-00042	588675	5,367.00	5,635.00	5,832.00	6,036.00
Kenyon Juvenile Justice Center	LASD Court	CA01900P3	M63	06/10/05	7625 S Central Avenue	Los Angeles	90001	2105-00028	587616	5,367.00	5,635.00	5,832.00	6,036.00
LA Airport Court	LASD Court	CA01900P4	M64	07/13/05	11851 S La Cienega Blvd	Los Angeles	90008	2605-00084	587660	5,367.00	5,635.00	5,832.00	6,036.00
Lancaster Juvenile Justice Center	LASD Court	CA01900Z1	M65	10/12/05	1040 West Avenue J	Lancaster	93534	3005-00135	588706	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach Court	LASD Court	CA01900Y9	M66	09/28/05	415 West Ocean Blvd	Long Beach	90802	2805-00108	588667	5,367.00	5,635.00	5,832.00	6,036.00
Los Cerritos Court	LASD Court	CA01900Y0	M67	09/28/05	10025 East Flower Street	Bellflower	90703	3005-00139	588662	5,367.00	5,635.00	5,832.00	6,036.00
Los Padrinos Juvenile Court	LASD Court	CA01900P6	M68	07/22/05	7285 Quill Drive	Downey	90242	2305-00055	588658	5,367.00	5,635.00	5,832.00	6,036.00
Mental Health Dept. 95	LASD Court	CA01900P1	M69	09/30/05	1150 North San Fernando Road	Los Angeles	90065	3005-00130	588669	5,367.00	5,635.00	5,832.00	6,036.00
Metropolitan Court	LASD Court	CA01900X3	M70	06/09/05	1945 South Hill Street	Los Angeles	90007	2105-00023	587604	5,367.00	5,635.00	5,832.00	6,036.00
Michael D. Antonovich Antelope Valley Court	LASD Court	CA01900N9	M71	10/11/05	42011 4th Street West	Lancaster	93534	3005-00142	588700	5,367.00	5,635.00	5,832.00	6,036.00

EXHIBIT C
Maintenance Price Schedule and Equipment List

Site_Name	Site_type	ORI / DAI / BORI /BCOD	LSID	Install Date	Address	City	Zip	Livescan Ser #	Livescan Co #	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4
Norwalk Court	LASD Court	CA01900X5	M72	06/10/05	12720 Norwalk Blvd	Norwalk	91650	1905-00008	587618	5,367.00	5,635.00	5,832.00	6,036.00
Pasadena Court	LASD Court	CA01900X6	M73	09/29/05	300 E Walnut Avenue	Pasadena	91011	2805-00116	588692	5,367.00	5,635.00	5,832.00	6,036.00
Pomona North Court	LASD Court	CA01900X7	M74	06/09/05	350 West Mission Blvd	Pomona	91766	1905-00006	587609	5,367.00	5,635.00	5,832.00	6,036.00
Pomona South Court	LASD Court	CA01900X8	M75	06/08/05	400 Civic Center Plaza	Pomona	91766	1905-00004	587608	5,367.00	5,635.00	5,832.00	6,036.00
San Fernando Court	LASD Court	CA01900P0	M76	07/15/05	900 3rd Street	San Fernando	90310	2505-00079	587649	5,367.00	5,635.00	5,832.00	6,036.00
Santa Clarita Court (Newhall/Valencia)	LASD Court	CA01900X4	M77	07/19/05	23747 W Valencia Blvd	Valencia	91355	2705-00093	587665	5,367.00	5,635.00	5,832.00	6,036.00
Stanley Mosk Courthouse (CCH)	LASD Court	CA01900Z7	M78	06/09/05	111 North Hill Street	Los Angeles	90012	2105-00027	587605	5,367.00	5,635.00	5,832.00	6,036.00
Sylmar Juvenile Court	LASD Court	CA01900P7	M79	07/20/05	16350 Filbert Street	Sylmar	91342	2705-00095	588654	5,367.00	5,635.00	5,832.00	6,036.00
Torrance Court	LASD Court	CA01900Q3	M80	07/29/05	825 Maple Street	Torrance	90503	2805-00117	588732	5,367.00	5,635.00	5,832.00	6,036.00
Van Nuys West Court	LASD Court	CA01900Q5	M81	07/20/05	14400 Erwin Street Mall	Van Nuys	91401	2705-00092	588655	5,367.00	5,635.00	5,832.00	6,036.00
West Covina Court (Citrus)	LASD Court	CA01900Z5	M82	07/22/05	1427 West Covina Parkway	West Covina	91790	1905-00009	587639	5,367.00	5,635.00	5,832.00	6,036.00
Whittier Court	LASD Court	CA01900Q8	M83	06/07/05	7339 S Painter Avenue	Whittier	90602	2105-00021	587606	5,367.00	5,635.00	5,832.00	6,036.00
Century Regional Detention Facility #1 Intake (LASD)	LASD Jail	CA0190053	M05	07/25/05	11703 Alameda Street	Lynwood	90262	2205-00047	588742	5,367.00	5,635.00	5,832.00	6,036.00
Century Regional Detention Facility #2 Intake (LASD)	LASD Jail	CA0190053	M06	07/27/05	11703 Alameda Street	Lynwood	90262	2305-00060	588676	5,367.00	5,635.00	5,832.00	6,036.00
Century Regional Detention Facility #3 Juvenile (LASD)	LASD Jail	CA0190053	M07	07/25/05	11703 Alameda Street	Lynwood	90262	2205-00050	588741	5,367.00	5,635.00	5,832.00	6,036.00
Century Regional Detention Facility #4 Womens (LASD)	LASD Jail	CA0190051	M90	03/25/06	11703 Alameda Street	Lynwood	90262	3005-00136	588698	5,367.00	5,635.00	5,832.00	6,036.00
Century Regional Detention Facility #5 Intake (LASD)	LASD Jail	CA0190053	M20	06/25/07	11703 Alameda Street	Lynwood	90262	3505-00162	588707	5,367.00	5,635.00	5,832.00	6,036.00
Inmate Reception Center #1 Booking Front (LASD)	LASD Jail	CA0190050	M11	06/13/05	450 Bauchet Street	Los Angeles	90012	2105-00031	587620	5,367.00	5,635.00	5,832.00	6,036.00
Inmate Reception Center #2 Class Rear (LASD)	LASD Jail	CA0190050	M12	06/13/05	450 Bauchet Street	Los Angeles	90012	2105-00026	587619	5,367.00	5,635.00	5,832.00	6,036.00
Inmate Reception Center #4 Class Rear (LASD)	LASD Jail	CA0190050	M14	06/13/05	450 Bauchet Street	Los Angeles	90012	2105-00033	587621	5,367.00	5,635.00	5,832.00	6,036.00
Inmate Reception Center #5 Class Rear (LASD)	LASD Jail	CA0190050	M15	07/21/05	450 Bauchet Street	Los Angeles	90012	2205-00039	587646	5,367.00	5,635.00	5,832.00	6,036.00
Inmate Reception Center #6 Release (LASD)	LASD Jail	CA0190050	M16	06/13/05	450 Bauchet Street	Los Angeles	90012	2105-00029	587622	5,367.00	5,635.00	5,832.00	6,036.00
Inmate Reception Center #8 DNA Lab (LASD)	LASD Jail	CA0190050	M18	07/21/05	450 Bauchet Street	Los Angeles	90012	2205-00041	587648	5,367.00	5,635.00	5,832.00	6,036.00
Los Angeles County Medical Center - LCMC (LASD)	LASD Jail	CA0190057	M22	07/12/05	1701 West State Street	Los Angeles	90033	2605-00086	587641	5,367.00	5,635.00	5,832.00	6,036.00
Mira Loma Detention Facility #1 (LASD)	LASD Jail	CA0190056	M92	10/10/05	45100 60th Street West	Lancaster	93556	3005-00140	588701	5,367.00	5,635.00	5,832.00	6,036.00

EXHIBIT C
Maintenance Price Schedule and Equipment List

Site_Name	Site_type	ORI / DAI / BORI /BCOD	LSID	Install Date	Address	City	Zip	Livescan Ser #	Livescan Co #	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4
Mira Loma Detention Facility #2 (LASD)	LASD Jail	CAC190056	M93	10/10/05	45100 60th Street West	Lancaster	93556	3005-00134	588702	5,367.00	5,635.00	5,832.00	6,036.00
LACRIS Training #1 (Reese)	LASD - LACRIS - Testing	CAC190004	M98	06/15/06	12440 E. Imperial Hwy	Norwalk	90650	2105-00025	587610	5,367.00	5,635.00	5,832.00	6,036.00
LACRIS Training #2 (LASD IRC)	LASD - LACRIS - Training	CAC190050	M13	06/16/06	12440 E. Imperial Hwy	Norwalk	90650	2105-00038	590919	5,367.00	5,635.00	5,832.00	6,036.00
LACRIS Training #3 (LAPD 77TH)	LASD - LACRIS - Training	CAC194212	M17	06/17/06	12440 E. Imperial Hwy	Norwalk	90650	2205-00040	587647	5,367.00	5,635.00	5,832.00	6,036.00
LACRIS Training #4 (Long Beach PD)	LASD - LACRIS - Training	CAC194100	L81	06/18/06	12440 E. Imperial Hwy	Norwalk	90650	3505-00169	591886	5,367.00	5,635.00	5,832.00	6,036.00
LACRIS Training #5 (Bell PD)	LASD - LACRIS - Training	CAC190700	L75	08/18/06	12440 E. Imperial Hwy	Norwalk	90650	3105-00145	591883	5,367.00	5,635.00	5,832.00	6,036.00
LACRIS Training #6 (Los Cerritos Court)	LASD - LACRIS - Training	CAC1900Y0	L72	10/13/05	12440 E. Imperial Hwy	Norwalk	90650	4005-00174	591881	5,367.00	5,635.00	5,832.00	6,036.00
Altadena Sheriff's Station (LASD)	LASD Station	CA0190007	M01	07/14/05	780 E. Altadena Drive	Altadena	91001	2605-00082	587644	5,367.00	5,635.00	5,832.00	6,036.00
Avalon Sheriff's Station (LASD)	LASD Station	CA0190018	M02	11/02/05	215 Summer Avenue	Avalon	90704	3505-00166	590914	5,367.00	5,635.00	5,832.00	6,036.00
Carson Sheriff's Station (LASD)	LASD Station	CA0190016	M03	10/13/05	21356 South Avalon Blvd	Carson	90745	3405-00152	588708	5,367.00	5,635.00	5,832.00	6,036.00
Cerritos Sheriff's Station (LASD)	LASD Station	CAC1900R7	M04	06/10/05	18135 Bloomfield Avenue	Cerritos	90703	2105-00030	587617	5,367.00	5,635.00	5,832.00	6,036.00
Crescenta Valley Sheriff's Station (LASD)	LASD Station	CA0190012	M08	07/14/05	4554 North Briggs Avenue	La Crescenta	91214	2505-00078	587643	5,367.00	5,635.00	5,832.00	6,036.00
East Los Angeles Sheriff's Station (LASD)	LASD Station	CA0190002	M09	07/12/05	5019 East 3rd Street	Los Angeles	90022	2505-00080	587630	5,367.00	5,635.00	5,832.00	6,036.00
Industry Sheriff's Station (LASD)	LASD Station	CA0190014	M10	10/14/05	150 North Hudson Avenue	Industry	91744	2805-00112	588680	5,367.00	5,635.00	5,832.00	6,036.00
Lakewood Sheriff's Station (LASD)	LASD Station	CA0190013	M19	06/10/05	5130 North Clark Avenue	Lakewood	90712	1905-00011	587607	5,367.00	5,635.00	5,832.00	6,036.00
Lancaster Sheriff's Station (LASD)	LASD Station	CA0190024	M21	10/11/05	501 West Lancaster Blvd	Lancaster	93554	3005-00143	588703	5,367.00	5,635.00	5,832.00	6,036.00
Lennox Sheriff's Station (LASD)	LASD Station	CA0190003	M23	10/13/05	4331 Lennox Blvd	Lennox	90304	3005-00138	588709	5,367.00	5,635.00	5,832.00	6,036.00
Lomita Sheriff's Station (LASD)	LASD Station	CA0190017	M24	08/02/05	26123 Narbonne Avenue	Lomita	90717	2805-00109	588661	5,367.00	5,635.00	5,832.00	6,036.00
Lost Hills Sheriff's Station (LASD)	LASD Station	CA0190022	M25	07/18/05	27050 Agoura Road	Agoura Hills	91301	2705-00096	587638	5,367.00	5,635.00	5,832.00	6,036.00
Marina Del Rey Sheriff's Station (LASD)	LASD Station	CA0190065	M26	07/11/05	13851 Fiji Way	Marina Del Rey	90292	2505-00074	587658	5,367.00	5,635.00	5,832.00	6,036.00
Norwalk Sheriff's Station (LASD)	LASD Station	CA0190004	M29	06/13/05	12335 Civic Center Drive	Norwalk	90650	1905-00007	587631	5,367.00	5,635.00	5,832.00	6,036.00
Palmdale Sheriff's Station (LASD)	LASD Station	CA01900W9	M30	06/22/06	750 East Avenue Q	Palmdale	93550	4105-00179	590917	5,367.00	5,635.00	5,832.00	6,036.00
Pico Rivera Sheriff's Station (LASD)	LASD Station	CA0190015	M32	06/14/05	6631 Passons Road	Pico Rivera	90660	2105-00034	587624	5,367.00	5,635.00	5,832.00	6,036.00
Rosemead Public Safety Center (Temple Station)	LASD Station	CA0190005	M40	08/15/06	3018 N. Charlotte Ave	Rosemead	91780	3105-00146	NO	5,367.00	5,635.00	5,832.00	6,036.00
San Dimas Sheriff's Station (LASD)	LASD Station	CA0190008	M35	12/13/05	270 S. Walnut Avenue	San Dimas	91773	3405-00154	590912	5,367.00	5,635.00	5,832.00	6,036.00

EXHIBIT C
Maintenance Price Schedule and Equipment List

Site_Name	Site_type	ORI / DAI / BORI /BCOD	LSID	Install Date	Address	City	Zip	Livescan Ser #	Livescan Co #	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4
Santa Clarita Valley Sheriff's Station (LASD)	LASD Station	CA0190006	M36	07/20/05	23747 Magic Mountain Parkway	Valencia	91355	2705-00098	588653	5,367.00	5,635.00	5,832.00	6,036.00
Temple Sheriff's Station (LASD)	LASD Station	CA0190005	M37	07/26/05	8838 Las Tunas Drive	Temple City	91780	2205-00046	588679	5,367.00	5,635.00	5,832.00	6,036.00
Walnut Sheriff's Station (LASD)	LASD Station	CA0190020	M38	10/20/05	21645 Valley Boulevard	Walnut	91789	3405-00156	588715	5,367.00	5,635.00	5,832.00	6,036.00
West Hollywood Sheriff's Station (LASD)	LASD Station	CA0190009	M39	07/26/05	720 North San Vicente Blvd	West Hollywood	90069	2205-00043	588743	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD - Records	LBPD			09/26/05	400 West Broadway	Long Beach	90802			5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD #1 - Main Jail (Female)	LBPD	CAC194100	L49	09/26/05	400 West Broadway	Long Beach	90802	2905-00124	588738	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD #2 - Main Jail (Male)	LBPD	CAC194100	L50	09/26/05	400 West Broadway	Long Beach	90802	2905-00122	588739	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD #3 - Main Jail (Male)	LBPD	CAC194100	L51	09/27/05	400 West Broadway	Long Beach	90802	2905-00123	588666	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD #4 - Pre-Booking	LBPD	CAC194100	L52	09/27/05	400 West Broadway	Long Beach	90802	2905-00125	588664	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD #5 - Pacific (Juvy)	LBPD	CAC194100	L53	09/27/05	1957 Pacific Avenue	Long Beach	90803	3005-00128	588665	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD #6 - Main Jail (Reg)	LBPD	CAC194100	M27	07/22/08	400 West Broadway	Long Beach	90802	2105-00036	587623	5,367.00	5,635.00	5,832.00	6,036.00
LA Co Coroners Office #1	Other	CAC190V00	L87	01/12/06	1104 N Mission Road	Los Angeles	90033	2805-00106	588730	5,367.00	5,635.00	5,832.00	6,036.00
LA Co Coroners Office #2 [PDC]	Other	CAC190V00	M31	Pending	1104 N Mission Road	Los Angeles	90033	3105-00144	588704	5,367.00	5,635.00	5,832.00	6,036.00
LA District Attorney's Office	Other	CAC19013A	L88	06/08/05	210 West Temple Street 16th Fl	Los Angeles	90012	2005-00016	587603	5,367.00	5,635.00	5,832.00	6,036.00
Alhambra PD	Police	CA0190100	L01	09/30/05	211 South 1st Street	Alhambra	91801	2805-00102	588691	5,367.00	5,635.00	5,832.00	6,036.00
Antelope Valley College Police	Police	CA019A500	L02	10/12/05	3041 West Avenue K	Lancaster	93536	2805-00113	588700	5,367.00	5,635.00	5,832.00	6,036.00
Arcadia PD	Police	CA0190200	L03	07/21/05	250 West Huntington Drive	Arcadia	91007	2705-00094	588657	5,367.00	5,635.00	5,832.00	6,036.00
Azusa PD	Police	CA0190500	L04	10/06/05	725 North Alameda Avenue	Azusa	91702	3005-00141	588695	5,367.00	5,635.00	5,832.00	6,036.00
Baldwin Park PD	Police	CA0190600	L05	07/07/05	14403 South Pacific Avenue	Baldwin Park	91706	2505-00072	587615	5,367.00	5,635.00	5,832.00	6,036.00
Baldwin Park School Police	Police	CA0191N00	L84	03/23/06	3699 N. Holly Ave	Baldwin Park	91706	3405-00158	590925	5,367.00	5,635.00	5,832.00	6,036.00
Bell Gardens PD	Police	CA0190900	L06	10/20/05	7100 Garfield Ave	Bell Gardens	90201	2205-00044	588716	5,367.00	5,635.00	5,832.00	6,036.00
Bell PD	Police	CA0190700	L07	10/06/05	6326 Pine Avenue	Bell	90201	1805-00003	588710	5,367.00	5,635.00	5,832.00	6,036.00
Beverly Hills PD	Police	CA0191000	L08	07/08/05	464 North Rexford Drive	Beverly Hills	90210	2505-00073	587656	5,367.00	5,635.00	5,832.00	6,036.00
Burbank PD	Police	CA0191200	L09	07/19/05	200 North 3rd Street	Burbank	91502	2605-00088	588651	5,367.00	5,635.00	5,832.00	6,036.00
Cal State Northridge Univ PD [San Marino PD]	Police	CA0198400	L38	Pending	18111 Nordhoff St	Northridge	91330	2305-00066	587613	5,367.00	5,635.00	5,832.00	6,036.00

EXHIBIT C
Maintenance Price Schedule and Equipment List

Site_Name	Site_type	ORI / DAI / BORI /BCOD	LSID	Install Date	Address	City	Zip	Livescan Ser #	Livescan Co #	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4
Claremont PD	Police	CA0191300	L10	07/13/05	570 West Bonita Avenue	Claremont	91711	2505-00081	587637	5,367.00	5,635.00	5,832.00	6,036.00
Covina PD	Police	CA0191600	L11	07/11/05	444 North Citrus Street	Covina	91733	2305-00071	587626	5,367.00	5,635.00	5,832.00	6,036.00
Culver City PD	Police	CA0191800	L12	07/08/05	4040 Duquesne Avenue	Culver City	90232	2305-00068	587636	5,367.00	5,635.00	5,832.00	6,036.00
Downey PD	Police	CA0192000	L13	06/06/05	10911 Brookshire Avenue	Downey	90241	2105-00022	587603	5,367.00	5,635.00	5,832.00	6,036.00
El Camino College PD	Police	CA0190C00	L76	01/08/07	16007 S. Crenshaw Blvd	Torrance	90505-000	3505-00172	591878	5,367.00	5,635.00	5,832.00	6,036.00
El Monte PD	Police	CA0192200	L14	12/01/05	11333 East Valley Blvd	El Monte	91731	2305-00064	590911	5,367.00	5,635.00	5,832.00	6,036.00
El Segundo PD	Police	CA0192300	L15	07/28/05	348 Main Street	El Segundo	90275	2305-00059	588735	5,367.00	5,635.00	5,832.00	6,036.00
Gardena PD	Police	CA0192400	L16	07/26/05	1718 West 162nd Street	Gardena	90247	2205-00052	588673	5,367.00	5,635.00	5,832.00	6,036.00
Glendale PD	Police	CA0192500	L17	07/06/05	131 North Isabel Street	Glendale	91206	2305-00062	587633	5,367.00	5,635.00	5,832.00	6,036.00
Glendora PD	Police	CA0192600	L18	07/29/05	150 South Glendora Avenue	Glendora	91741	2805-00105	588681	5,367.00	5,635.00	5,832.00	6,036.00
Hawthorne PD - Adult	Police	CA0192800	L19	07/25/05	12501 Hawthorne Blvd	Hawthorne	90250	2205-00045	588671	5,367.00	5,635.00	5,832.00	6,036.00
Hawthorne PD - Juvy	Police	CA0192800	L20	07/25/05	12501 Hawthorne Blvd	Hawthorne	90250	2305-00053	588672	5,367.00	5,635.00	5,832.00	6,036.00
Hermosa Beach PD	Police	CA0192900	L21	07/28/05	540 Pier Avenue	Hermosa Beach	90254	2305-00057	588734	5,367.00	5,635.00	5,832.00	6,036.00
Huntington Park PD	Police	CA0193100	L22	07/28/05	6542 Miles Avenue	Huntington Park	90255	2805-00115	588744	5,367.00	5,635.00	5,832.00	6,036.00
Inglewood PD	Police	CA0193300	L23	07/27/05	One Manchester Blvd	Inglewood	90301	2305-00054	588674	5,367.00	5,635.00	5,832.00	6,036.00
Irwindale PD	Police	CA0193400	L24	10/24/05	5050 North Irwindale Avenue	Irwindale	91706	2705-00099	588720	5,367.00	5,635.00	5,832.00	6,036.00
La Verne PD	Police	CA0193800	L25	07/14/05	2061 Third Street	La Verne	91751	2605-00085	587661	5,367.00	5,635.00	5,832.00	6,036.00
Manhattan Beach PD	Police	CA0194400	L26	06/00/06	420 15th Street	Manhattan Beach	90266	4105-00181	591879	5,367.00	5,635.00	5,832.00	6,036.00
Maywood PD	Police	CA0194500	L27	06/14/05	4317 East Slauson Avenue	Maywood	90276	2105-00035	587611	5,367.00	5,635.00	5,832.00	6,036.00
Monrovia PD	Police	CA0194600	L28	10/25/05	140 East Lime Avenue	Monrovia	91016	2805-00103	588723	5,367.00	5,635.00	5,832.00	6,036.00
Montebello PD	Police	CA0194700	L29	07/22/05	1800 West Beverly Blvd	Montebello	90640	2105-00032	587640	5,367.00	5,635.00	5,832.00	6,036.00
Monterey Park PD	Police	CA0194800	L30	10/21/05	310 West Newmark Avenue	Monterey Park	91754	3505-00164	588718	5,367.00	5,635.00	5,832.00	6,036.00
Palos Verdes Estates PD	Police	CA0195100	L31	09/30/05	340 Palos Verdes Drive West	Palos Verdes Es	90274	3005-00131	588668	5,367.00	5,635.00	5,832.00	6,036.00
Pasadena PD #1 (Adult)	Police	CA0195300	L32	06/06/05	207 North Garfield Avenue	Pasadena	91101	1905-00010	587629	5,367.00	5,635.00	5,832.00	6,036.00

EXHIBIT C
Maintenance Price Schedule and Equipment List

Site_Name	Site_type	ORI / DAI / BORI /BCOD	LSID	Install Date	Address	City	Zip	Livescan Ser #	Livescan Co #	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4
Pasadena PD #2 (Juvy)	Police	CA0195300	L33	09/29/05	207 North Garfield Avenue	Pasadena	91101	2605-00090	588693	5,367.00	5,635.00	5,832.00	6,036.00
Pomona PD	Police	CA0195500	L34	10/24/05	490 West Mission Blvd	Pomona	91766	2705-00101	588719	5,367.00	5,635.00	5,832.00	6,036.00
Redondo Beach PD	Police	CA0195600	L35	07/29/05	401 Diamond Street	Redondo Beach	90277	2305-00061	588731	5,367.00	5,635.00	5,832.00	6,036.00
San Fernando PD	Police	CA0196100	L36	07/18/05	910 1st Street	San Fernando	91340	2705-00097	587664	5,367.00	5,635.00	5,832.00	6,036.00
San Gabriel PD	Police	CA0196200	L37	07/05/05	625 South Del Mar Avenue	San Gabriel	91766	2305-00067	587625	5,367.00	5,635.00	5,832.00	6,036.00
Santa Monica PD	Police	CA0196500	L39	07/12/05	333 Olympic Blvd.	Santa Monica	90401	2605-00087	587659	5,367.00	5,635.00	5,832.00	6,036.00
Sierra Madre PD	Police	CA0196600	L40	10/06/05	242 West Sierra Madre Blvd	Sierra Madre	91024	2705-00100	588696	5,367.00	5,635.00	5,832.00	6,036.00
Signal Hill PD	Police	CA0196700	L41	08/01/05	1800 East Hill Street	Signal Hill	90755	2205-00049	588660	5,367.00	5,635.00	5,832.00	6,036.00
South Gate PD	Police	CA0196900	L42	06/06/05	8610 California Ave.	South Gate	90280	2105-00017	587600	5,367.00	5,635.00	5,832.00	6,036.00
South Pasadena PD	Police	CA0197000	L43	07/21/05	1422 Mission Street	South Pasadena	91030	2605-00089	588656	5,367.00	5,635.00	5,832.00	6,036.00
Torrance PD	Police	CA0197200	L44	07/29/05	3300 Civic Center Drive N	Torrance	90503	2805-00114	588733	5,367.00	5,635.00	5,832.00	6,036.00
UCLA Security PD	Police	CA0199700	L45	10/27/05	601 Westwood Plaza	Los Angeles	90095	3405-00150	588727	5,367.00	5,635.00	5,832.00	6,036.00
Vernon PD	Police	CA0197300	L46	06/14/05	4305 South Santa Fe Avenue	Vernon	90058	2105-00037		5,367.00	5,635.00	5,832.00	6,036.00
West Covina PD	Police	CA0197500	L47	07/11/05	1444 West Garvey Avenue S	West Covina	91790	2505-00075	587627	5,367.00	5,635.00	5,832.00	6,036.00
Whittier PD	Police	CA0197600	L48	10/07/05	7315 South Painter Avenue	Whittier	90601	2805-00110	588697	5,367.00	5,635.00	5,832.00	6,036.00
Alhambra Adult Probation	Probation	CA019233G	L85	07/07/05	200 East Woodward Avenue	Alhambra	91801	2305-00063	587634	5,367.00	5,635.00	5,832.00	6,036.00
Antelope Valley Adult Probation	Probation	CA019203G	L94	12/22/05	321 West Avenue K-4	Lancaster	93534	3405-00151	590924	5,367.00	5,635.00	5,832.00	6,036.00
Barry J. Nidorf Juvenile Hall (San Fernando)	Probation	CA019033G	L95	07/18/05	16350 Filbert Street	Sylmar	91342	2605-00091	587663	5,367.00	5,635.00	5,832.00	6,036.00
Centinella Probation	Probation	CA019063G	L92	12/19/05	1330 West Imperial Highway	Los Angeles	90044	3405-00149	59914	5,367.00	5,635.00	5,832.00	6,036.00
Central Juvenile Hall (Eastlake)	Probation	CA019243G	L86	07/13/05	1605 Eastlake Avenue	Los Angeles	90033	2505-00076	587642	5,367.00	5,635.00	5,832.00	6,036.00
Crenshaw Probation	Probation	CA019173G	L93	12/19/05	3606 West Exposition Blvd	Los Angeles	90016	3405-00153	590915	5,367.00	5,635.00	5,832.00	6,036.00
East San Fernando Probation	Probation	CA019043G	L90	12/19/05	14414 Delano Street	Van Nuys	91401	3505-00161	590923	5,367.00	5,635.00	5,832.00	6,036.00
Harbor Probation	Probation	CA019053G	L54	09/13/06	3221 Torrance Blvd	Torrance	90505	4005-00177	591882	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach Probation	Probation	CA019113G	L58	10/11/06	145 Ocean Blvd	Long Beach	90802	4005-00176	591885	5,367.00	5,635.00	5,832.00	6,036.00
Los Padrinos Juvenile Hall	Probation	CA019073G	L89	07/22/05	7285 Quill Drive	Downey	90242	2205-00048	588659	5,367.00	5,635.00	5,832.00	6,036.00

EXHIBIT C
Maintenance Price Schedule and Equipment List

Site_Name	Site_type	ORI / DAI / BORI /BCOD	LSID	Install Date	Address	City	Zip	Livescan Ser #	Livescan Co #	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4
Pomona Valley Probation	Probation	CA019143G	L91	12/20/05	1660 West Mission Boulevard	Pomona	91766	3405-00155	590913	5,367.00	5,635.00	5,832.00	6,036.00
Pretrial Services Probation	Probation	CA019133B	L69	09/13/06	433 Bauchett	Los Angeles	90063	4105-00182	591884	5,367.00	5,635.00	5,832.00	6,036.00
Rio Hondo Probation	Probation	CA019133G	L70	09/13/06	8240 Broadway	Whittier	90606	4105-00180	591877	5,367.00	5,635.00	5,832.00	6,036.00
Santa Monica Probation	Probation	CA019153G	L71	09/13/06	1725 Main St	Santa Monica	90401	3305-00147	591887	5,367.00	5,635.00	5,832.00	6,036.00
								YEAR TOTALS		$ 949,959.00	997,395.00	1,032,264.00	1,068,372.00
							CONTRACT 4-YR TOTAL			$ 4,047,990.00			

EXHIBIT D

PROPOSER'S EEO CERTIFICATION

Identix Incorporated

Company Name

5705 West Old Shakopee Road, Suite 100, Bloomington, MN 55437

Address

94-2842496

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	( )

Signature

11/6/08

Date

Richard Agostinelli, President

Name and Title of Signer (please print)

AGREEMENT FOR
EQUIPMENT MAINTENANCE SERVICE

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Identix Incorporated
CONTRACTOR NAME

Contract No. _____

Employee Name Matthew Diederich

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer MDD

Contractor Name Identix Incorporated Contract No. _____

Employee Name Matthew Diederich

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the County, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Matthew J. Diederich DATE: 11/6/08

PRINTED NAME: Matthew J. Diederich

POSITION: V.P. Customer Service.

AGREEMENT FOR
EQUIPMENT MAINTENANCE SERVICE

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Identix Incorporated
CONTRACTOR NAME

Contract No. _____

Employee Name Richard Agostinelli, President

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name Identix Incorporated Contract No. _____

Employee Name Richard Agostinelli, President

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the County, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 11 / 6 / 08

PRINTED NAME: Richard Agostinelli

POSITION: President

CONTRACT FOR
EQUIPMENT MAINTENANCE SERVICE

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name N/A

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the County, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CIO ANALYSIS

SOLE SOURCE AGREEMENT WITH IDENTIX INCORPORATED FOR LIVESCAN EQUIPMENT MAINTENANCE

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:

☐ New Contract ☐ Contract Amendment ☐ Contract Extension
☒ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 2 Yrs. # of Options: Two 1-year terms

Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Acting Chief David R. Betkey, Sheriff's Department

Budget Information :

Y-T-D Contract Expenditures	0
Requested Contract Amount	$ 4,100,000
Aggregate Contract Amount	$ 4,100,000

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? One hundred percent (100%) of the funding for this Agreement is provided by the Los Angeles County Regional Identification System (LACRIS) Fund administered by the Remote Access Network (RAN) Board.
☒	☐	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. LACRIS is a criminal identification fingerprint analysis and identification system that is used by numerous County and local law enforcement agencies, including the Sheriff's Department, the Los Angeles Police Department, local police stations and courts.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan? The services provided in this Agreement are in support of the County's Strategic Goal 1 – Service Excellence and Goal 4 – Fiscal Responsibility.

Yes	No	Question
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan? This project was identified in the Sheriff's FY 2008-2009 Business Automation Plan.
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document? LACRIS complies with the following Strategic Directions: • Conduct government electronically by using digital and information technology for fingerprint analysis and identification; and • Utilization of enterprise solutions to meet common business needs of the regional law enforcement agencies.
☐	☒	Does the project technology solution comply with preferred County of Los Angeles IT Standards? The technology used by LACRIS is highly specialized and proprietary and is utilized specifically for fingerprint analysis and identification.
☒	☐	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Sheriff's Department (LASD) is seeking your Board's approval for a sole source Agreement with Identix Incorporated (Identix) for livescan equipment maintenance. The maintenance services will cover all existing Los Angeles County Regional Identification System (LACRIS) livescan fingerprint equipment, accessories and peripherals, for a period of two (2) years effective December 1, 2003, with options to extend for two (2) one-year periods for an amount not to exceed $4,100 000.

Approval of this Agreement will provide continued maintenance and repair of the LACRIS criminal identification livescan fingerprint equipment.

Background:

The LASD maintains the County's LACRIS network of criminal identification livescan fingerprint workstations. These workstations are located in every full service Sheriff and police station in Los Angeles County. The equipment is also used in the Los Angeles County and Los Angeles City jails, the courts, the juvenile detention facilities, as well as the Office of the District Attorney, the Coroner, and Adult Probation.

The LACRIS network is also interfaced to numerous County systems: the Sheriff's Automated Justice Information System (AJIS), the Sheriff's mug shot image management system, the California Department of Justice's Automated Fingerprint Identification System (AFIS), the Sheriff's Custody Division's Inmate Movement Management System (DIMMS), as well as local law enforcement agency record management systems.

Livescan equipment and software are proprietary and can only be maintained by Identix, who does not license or authorize any third party to maintain its equipment. This is the Department's third sole source agreement for the maintenance of the County's livescan equipment.

Project Justification/Benefits:

The LACRIS system services numerous County and local agencies, including the Sheriff's Department, Los Angeles Police Department (LAPD), local police stations, and courts with accurate identification services for law enforcement prosecution, identification and investigation purposes. Continued maintenance and support of LACRIS will ensure that the County's law enforcement community will have uninterrupted access to fingerprint analysis and identification services.

Project Metrics:

The Agreement clearly identifies the service levels to be provided by the contractor for the term of the Agreement.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

This Agreement, if not approved, will prevent LASD from supporting LACRIS and will significantly hamper the provision of fingerprint analysis and identification services to law enforcement agencies within the County.

Alternatives Considered:

No alternatives currently exist that would provide uninterrupted equipment maintenance services.

Project Risks:

There is minimal project risk since LASD has been using consulting services from Identix to maintain livescan equipment and peripherals since 1996 and is satisfied with the level of service and quality of deliverables provided by the Contractor.

Risk Mitigation Measures:

Adequate mitigation measures have been established in the Agreement and its Service Level Agreement.

Financial Analysis:

The cost of this Agreement ($4,100,000) is 100% funded by the LACRIS Fund administered by the Remote Access Network Board and does not include any Net County Cost.

CIO Concerns:

None.

CIO Recommendations:

My Office supports this action and recommends Board approval.

CIO APPROVAL

Date Received: 11-06-08

Prepared by: Peter Loo

Date: 11-12-08

Approved: Greg McLean

Date: 11/12/2008

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