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

LEROY D. BACA, SHERIFF

May 11, 2010

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

Dear Supervisors:

**APPROVE AMENDMENT NUMBER 10
TO AGREEMENT NUMBER 74083 WITH COGENT SYSTEMS, INCORPORATED
FOR AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

This Board letter seeks approval and execution of Amendment Number 10 (Amendment) to Agreement Number 74083 (Agreement) with Cogent Systems, Incorporated (Cogent) for the Automated Fingerprint Identification System (AFIS) to increase the contract sum for the purchase of new Programmable Matching Accelerators (PMA).

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with Cogent for the additional expenditure of $3,671,625 to purchase upgraded "Elite" PMA's and replace older model PMA 3 Matchers for the Los Angeles County (County) Automated Fingerprint Identification System (LAFIS).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the action will allow the Los Angeles County Sheriff's Department (Department) to replace six older PMA 3 Matchers with six new "Elite" PMA's in

the LAFIS system. The "Elite" PMA's will provide one million matches per second compared to 384,000 matches per second by the older PMA's that are more than two years old and inefficient to maintain. The new PMA's also allow additional features to current LAFIS capabilities by searching and possibly matching the fingerprints and palm prints of newly arrested suspects to the prints stored in the database, as well as matching latent prints found at crime scenes in a shorter time span.

Implementation of Strategic Plan Goals

The services and purchases provided under this Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety, by ensuring that the Department will be able to provide information on suspects in a responsive manner, partnering with private organizations to provide the necessary expertise and equipment, and enhancing public safety by rapidly identifying suspects.

FISCAL IMPACT/FINANCING

The cost of the additional equipment and maintenance is funded through the Remote Access Network (RAN) Board approved AFIS Fund Number 41079. The cost of the PMA's, including installation and a one-year warranty is $3,287,625. The cost of an additional eight-month extended warranty is $384,000, for a total cost of $3,671,625. The Maximum Contract Sum will be increased from $28,659,674 to $32,331,299.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In July 2002, the County entered into an Agreement with Cogent to develop a new replacement for AFIS, consolidating the Department and Los Angeles Police Department's systems. The new system is able to interface and access the State of California, Department of Justice's AFIS in order to search fingerprint data, images, and to provide timely identification of all arrestees, as well as fingerprint images discovered at crime scenes. Cogent's work has been completed and is currently in the maintenance phase of its contract.

The Chief Information Officer has reviewed and recommended approval of the Amendment to the Agreement. County Counsel has approved the Amendment as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The new PMA's will provide expeditious fingerprint and palm print identification processing, saving time for law enforcement officials using the system, as well as reduce the untimely release of arrestees due to identification issues.

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

CONCLUSION

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

Sincerely,

LEROY D. BACA
SHERIFF

Reviewed and Approved by:

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

AMENDMENT NUMBER 10 TO AGREEMENT NO. 74083 FOR THE PROVISION OF THE LOS ANGELES COUNTY AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM

This Amendment Number 10 (hereinafter "Amendment No. 10") to County Agreement Number 74083 is entered into by and between County of Los Angeles (hereinafter "County") and Cogent Systems, Inc. (hereinafter "Contractor"), effective upon execution by the Chair of the Los Angeles County Board of Supervisors.

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

B. WHEREAS, on September 24, 2009, funding was allocated by the Remote Access Network Board (RAN Board) to purchase the additional Los Angeles County AFIS equipment and services indicated in Appendix 1 to this Amendment No. 10; and

C. WHEREAS, County and Contractor agree to add new County mandated provisions and exhibits regarding the County's Defaulted Property Tax Reduction Program, and

D. WHEREAS, this Amendment No. 10 includes the following attached documents:

Appendix 1 (Quotation)
Appendix 2 (Exhibit A-Statement of Work, Attachment 4)
Appendix 3 (Exhibit B-Schedule of Rates and Fees, Attachment 4)
Appendix 4 (Exhibit K, Defaulted Property Tax Reduction Program)
Appendix 5 (Exhibit L, Certification of Compliance with the County's Defaulted Property Tax Reduction Program)

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for the good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

1. Section 1.1 (Interpretation) shall add the following Item 11 (Exhibit K) and Item 12 (Exhibit L), which together with the base document, all other Exhibits together with any and all attachments thereto, and any executed Amendments or Change Orders shall collectively form and constitute the "Agreement":

11. Exhibit K - Defaulted Property Tax Reduction Program

12. Exhibit L - Certification of Compliance with the County's Defaulted Property Tax Reduction Program

AMENDMENT NUMBER 10 TO AGREEMENT NO. 74083 FOR THE PROVISION OF THE LOS ANGELES COUNTY AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM

2. Section 8 (System Configuration) is amended to add the following paragraph after the third paragraph (which was previously added pursuant to Amendment No. 6):

Contractor further represents and warrants that as of the effective date of Amendment No. 10, the computer platform(s), operation system(s), applications, interface engine, connectivity and workstation configuration of the System are sufficient in size, capacity, and processing capability to operate the additional hardware added by Amendment No. 10 consisting of six (6) Elite Programmable Matching Accelerators, as indicated in Appendix 1 (Quotation) to Amendment No. 10, for the use of County and its Users as set forth in this Agreement as a replacement of six (6) PMA 3 matchers.

3. Section 10 (Maintenance and Support), Subsection 10.4 is amended to add the following section 10.4.4:

10.4.4 There shall be no charge to County for maintenance and support of the hardware added by Amendment No. 10 for one (1) year after the County issues a Final Test Certificate. Thereafter, maintenance and support fees for the hardware added by Amendment No. 10 shall be as set forth in Section 12 (Invoices and Payments) and Exhibit B-Schedule of Rates and Fees, Attachment 4. Contractor shall provide maintenance and support service for the hardware added by Amendment No. 10 pursuant to the terms of this Section 10 (Maintenance and Support).

4. Section 11 (Maximum Contract Amount and Rates and Charges), Subsection 11.1 is amended as follows:

4.1 The dollar amount in Subsection 11.1(General) is amended to add $3,671,625 to the Maximum Contract Amount, which shall now read "Thirty-two Million, Three Hundred Thirty-One Thousand, Two Hundred and Ninety-Nine Dollars ($32,331,299)".

4.2 The dollar amount in Subsection 11.1(A) related to equipment and license for AFIS software embedded therein is amended to add $3,287,625, which shall now read "Fifteen Million, Two Hundred Thirty-Four Thousand, and Six Hundred Forty Dollars ($15,234,640)".

4.3 The dollar amount in Subsection 11.1(D) related to Maintenance Services is amended to add $384,000, which shall now read "Three Million, Two Hundred Sixty-Four Thousand and Two Hundred Dollars ($3,264,200)".

5. Section 12 (Invoices and Payments) is amended to add Subsection 12.7 as follows:

12.7 PMA Payment Schedule: Notwithstanding anything to the contrary contained herein, the payment schedule for the hardware added pursuant to Amendment No. 10 and for maintenance and support of that hardware shall be as indicated in Attachment 4 to Exhibit B (Schedule of Rates and Fees). The invoice for payment for PMA Equipment and installation shall include a Final Test Certificate executed by an authorized County official.

6. Exhibit A (Statement of Work) of the Agreement is amended to add Exhibit A-Statement of Work, Attachment 4, attached hereto as Appendix 2 to this Amendment No. 10. The Agreement is amended to incorporate Exhibit A-Statement of Work, Attachment 4 into each reference to Exhibit A (Statement of Work) in the Agreement.

7. Exhibit B (Schedule of Rates and Fees) of the Agreement is amended to add Exhibit B-Schedule of Rates and Fees, Attachment 4 (Programmable Matching Accelerator (PMA) Equipment and the Additional Eight Months of Maintenance Payment Schedule), attached hereto as Appendix 3 to this Amendment No. 10. The Agreement is amended to incorporate Exhibit B-Schedule of Rates and Fees, Attachment 4 into each reference to Exhibit B (Schedule of Rates and Fees).

8. Exhibit K (Defaulted Property Tax Reduction Program), attached hereto as Appendix 4 to this Amendment No. 10, is added to the Agreement.

9. Exhibit L (Certification of Compliance with the County's Defaulted Property Tax Reduction Program), attached hereto as Appendix 5 to this Amendment No. 10 and executed by Contractor, is added to the Agreement.

10. Section 60.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and Section 61.0 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) are added to the Agreement and shall read as follows:

60.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations

(secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon county and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206 as set forth in Exhibit K (Defaulted Property Tax Reduction Program) of this Agreement. The Certification of Compliance with the County's Defaulted Property Tax Reduction Program is attached as Exhibit L to the Agreement.

61.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 60.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute 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 ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

Except as expressly provided in this Amendment No. 10, all other provisions, terms and conditions of the Agreement shall remain the same and in full force and effect.

Contractor and the person executing this Amendment No. 10 on behalf of Contractor hereby represent and warrant that the person executing this Amendment Number 10 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

AMENDMENT NUMBER 10 TO AGREEMENT NO. 74083
FOR THE PROVISION OF THE LOS ANGELES COUNTY AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number 10 to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number 10, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES

ATTEST:

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

By: _____
Chair, Board of Supervisors

By: _____
Deputy

COGENT SYSTEMS, INC.

By: _____
Michael Hollowich

Title: Project Director

Date: 4/8/10

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Deputy County Counsel

APPENDIX 1

COGENT SYSTEMS

QUOTATION

Cogent Systems, Inc
639 North Rosemead Blvd
Pasadena, CA 91107
(626)325-9600 (Main)
(626)325-9700 (Fax)

Quotation Ref No.: 11346
Quotation Date: 02/09/10
Expiration Date: 05/09/10

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

Modified experiation per LASD request.

Quoted By	Terms	FOB	Ship Via
Keith Gillon	Net 30	Origin	

ITEM NO.	ITEM DESCRIPTION	QTY	PRICE	EXTENSION
PMA	Cogent PMA Elite Hardware	6.00	700,000.00	USD 4,200,000.00
PMA	Cogent PMA Elite Software	6.00	0.00	USD 0.00
Installation	On Site Installation	1.00	25,000.00	USD 25,000.00
MISC	Test and validation of each PMA	1.00	25,000.00	USD 25,000.00
Discount	One time PMA 3 trade in discount	-1.00	1,250,000.00	USD -1,250,000.00
MISC	Includes one year warranty	1.00	0.00	USD 0.00
MISC	Engineering time is billed at $180.00 per hour	1.00	0.00	USD 0.00
Maintenance	Maintenance Period: Monthly $8,000.00	1.00	0.00	USD 0.00

Subtotal	Tax	Discount	Freight	Quotation Total:	USD 3,287,625.00
USD 3,000,000.00	USD 287,625.00	USD 0.00	USD 0.00		

Authorized signature

LOS ANGELES COUNTY AGREEMENT NUMBER 74083

STATEMENT OF WORK
Six (6) Programmable Matching Accelerators (PMAs)

TABLE OF CONTENTS

Task 1 - Installation of Six (6) Programmable Matching Accelerators (PMAs)

Task 2 - Reconfigure LAFIS

Task 3 - Performance Testing, Validation and Implementation

Task 4 - Final System Acceptance of PMAs and Project Closeout

Task 5 - Warranty; Maintenance and Support of PMAs

Task 1 – Installation of Six (6) Programmable Matching Accelerators (PMAs)

Subtask 1.1 - Configure installation
Contractor shall review and validate the design and the functionality of the PMAs to ensure the configuration meets the current and projected requirements of the Los Angeles County Automated Fingerprint Identification System (LAFIS) as specified in Section 8, System Configuration, and Section 9, Custom Programming, of the Agreement.

Subtask 1.2 - Rack mount the PMAs
Install three (3) PMAs in existing computer racks located in Sheriff's Data Center, Norwalk California. Install three (3) PMA's in the existing Disaster Recovery site, Pasadena, California. The installation shall take approximately six (6) hours and shall not adversely impact current operations.

Once equipment is installed and functioning, Contractor shall demonstrate to the County's satisfaction that the hardware is properly performing.

Subtask 1.3 - Load Cogent Proprietary software
Contractor shall load all required operating systems and software, necessary to ensure that the matchers are performing at optimum levels as specified in the Agreement.

Subtask 1.4 - Redistribute minutia database across new matching engines
Contractor shall distribute the minutia database across all of the PMAs, as recommended by Contractor and agreed upon by the County for tenprint operations.

Subtask 1.5 - Redistribute the minutia database across the existing matching engines
To that extent required, all the existing PMAs will be configured to perform at optimum levels. The County will verify that this work was completed and still conforms to the County work flow as specified in the main body of Exhibit A (Statement of Work) and any attachments to Exhibit A (Statement of Work).

Deliverable 1.1 - Contractor shall provide LASD with configuration plan, schedule, risk assessment, and related PMA installation documentation within five (5) business days after approval of Amendment Number 10 by the Board of Supervisors.

Deliverable 1.2 - Contractor shall install all PMAs as outlined in Task 1 within five (5) business days from the County's acceptance of Deliverable 1.1.

Task 2 – Reconfigure LAFIS

Subtask 2.1 - Reconfigure LAFIS Core Server Program to utilize new matchers
Contractor shall reconfigure the System to utilize all of the current PMAs in its processing, as specified by the County.

Subtask 2.2 - Configure latent palm search workflow
Contractor shall reconfigure the latent palm search flow to include reverse searching of incoming palm prints.

Subtask 2.3 - Restart LAFIS Core Server Programs
Contractor shall restart LAFIS programs to ensure all System Components are currently functioning as required. Contractor shall closely monitor the System for a 24 hour period to ensure the successful integration of all components and changes in work flow.

Deliverable 2.1 - Contractor shall complete the reconfiguration of LAFIS to ensure the added PMAs work compatibly with the current System. Upon completion, Contractor shall deliver to County a written Readiness Certificate.

Task 3 – Performance Testing, Validation and Implementation

Subtask 3.1 - Cogent to Prepare a Detailed Performance Testing and Validation Plan, including Acceptance Criteria and Disaster Recovery Plan.

Subtask 3.2 - Acceptance Testing
Contractor shall assist the County Project Director in conducting acceptance testing and evaluation of the PMAs to ensure compliance with the LAFIS requirements and Specifications. Contractor shall incorporate the PMAs into the Disaster Recovery Plan required in Exhibit A, Statement of Work, Sections 3.8.6 and 4.8 and elsewhere.

Deliverable 3.1 - Contractor shall deliver an Acceptance Test Plan and an updated Disaster Recovery Plan at the time Contractor

delivers the Readiness Certificate. Contractor shall assist the County in the testing and evaluation of the PMAs, and the documentation of the System activities, functionality and performance.

Task 4 – Final Acceptance of PMAs and Project Closeout

Subtask 4.1 - Accept both PMAs

Upon testing and operation of the PMAs with no Deficiencies after the Readiness Certificate is delivered, LASD will accept the system and issue the Final Test Certificate. This acceptance will be done in accordance with the Acceptance Test Plan and will be final acceptance for the PMAs.

Subtask 4.2 - Project Closeout

Contractor shall participate in the Project Closeout meeting.

Task 5 – Warranty; Maintenance and Support of PMAs

Subtask 5.1 Provide Warranty and On-Call Maintenance and Support

Contractor shall provide warranty and on-call maintenance and support of the six (6) PMAs in accordance with requirements of the Agreement.

Deliverable 5.1 Contractor shall provide a plan for maintenance to the County one (1) month after final acceptance of the PMAs, which plan and maintenance provided thereunder shall be in compliance with Section 10 (Maintenance and Support) of the base document of the Agreement and Exhibit A, Statement of Work, Section 3.17 (Warranty and Maintenance).

Deliverable 5.2 Contractor shall provide at no charge to County a one (1) year warranty period for the PMAs, which shall be provided in accordance with Section 10 (Maintenance and Support) of the base document of the Agreement and Exhibit A, Statement of Work, Section 3.17 (Warranty and Maintenance). Such warranty shall commence upon the issuance of the Final Test Certificate by County.

Deliverable 5.3 At County's sole option, upon the expiration of the one (1) year warranty period, Contractor shall provide an additional eight (8) months of maintenance and support for the PMAs, in accordance with Section 10 (Maintenance and Support) of

the base document of the Agreement and Exhibit A, Statement of Work, Section 3.17 (Warranty and Maintenance). The cost of the additional maintenance and support shall be paid quarterly in arrears in accordance with Exhibit B (Schedule of Rates and Fees), Attachment 4.

System Response Times after installation of PMAs

Workload:	Maximum Response Time
Tenprint to Tenprint; 60 per hour	4 mins
Tenprint to Unsolved Latent; 60 per hour	3 mins
Unsolved Latent to Unsolved Latent; 25 per hour	13 minutes
Palmprint to Palm Latent; 60 per hour	30 minutes
Palm Latent to Palmprint; 2 per hour	30 minutes
Palm Latent to Palm Latent; 2 per hour	5 minutes

Workload	Contract Max	Calculated Ave
Tenprint to tenprint	4 mins	30 secs
Tenprint to Unsolved Latent	3 mins	40 secs
Finger Latent to Tenprint	30 mins	1 min
Finger latent to Unsolved finger latent	none	1 min
Palm Latent to Palm print	none	15 mins (lowest priority includes queue time)
Palm print to Unsolved Palm latent	none	15 min
Palm latent to Unsolved Palm latent	none	15 min

PROGRAMMABLE MATCHING ACCELERATOR (PMA) EQUIPMENT AND THE ADDITIONAL EIGHT MONTHS MAINTENANCE PAYMENT SCHEDULE

	TASK	PAYMENT POINTS
1	Installation of Six (6) PMAs	- -
2	Reconfigure LAFIS	- -
3	Performance Testing, Validation, and Implementation	- -
4	Final Acceptance of PMAs and Project Closeout	$3,287,625 paid upon County's approval and acceptance of the PMAs, as evidenced by the execution and issuance of the Final Test Certificate.
5	Warranty; Maintenance and Support of PMAs 1. The no-cost one (1) year warranty commences upon issuance of Final Test Certificate. 2. The additional eight (8) month maintenance and support period shall begin immediately following the expiration of the one-year warranty period.	 - - The cost of the additional eight (8) month maintenance and support period shall be paid quarterly in arrears at a cost of $8000 per month per PMA.

Upon the expiration of the one (1) year warranty, payment for additional maintenance and support shall be paid quarterly in arrears at the rate of $8,000 per month per PMA for a maximum not to exceed amount of $144,000 per quarter.

Additional maintenance and support is calculated as follows:
$8,000 per PMA x 6 PMAs = $48,000 per month x 8 months = $ 384,000.00

Eight (8) months of additional maintenance and support shall not exceed $384,000.

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:
A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County

Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

CIO ANALYSIS

AMENDMENT NUMBER 10 TO AGREEMENT NUMBER 74083 WITH COGENT, INC. FOR AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM

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: N/A Yrs # of Option Yrs N/A

Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: David Betkey, Chief, Technical Services Division

Budget Information :

Y-T-D Contract Expenditures	$28,659,674
Requested Contract Amount	$ 3,671,625
Aggregate Contract Amount	$32,331,299

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? This project is offset 100% and uses funds from the AFIS Special Revenue Fund #41079.
☒	☐	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. Besides the Sheriff's Department, LAFIS is used to support fingerprint identification by other law enforcement departments, including District Attorney, Office of Public Safety, Coroner, and Probation.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document?

Yes	No	Question
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
☐	☒	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 is requesting Board approval of Amendment Number 10 to Agreement Number 74083 with Cogent Information Systems, Inc. (Cogent) for acquisition of new hardware, software, and professional services to enhance the County Automated Fingerprint Identification System (AFIS). This will increase maximum contract sum by $3,671,625 and will allow the Sheriff's Department to:

- Replace six older Programmable Matching Accelerators (PMAs) with six upgraded "Elite" PMAs;
- Acquire software license and professional services for on-site installation, configuration and testing, including 1-year warranty for all installed hardware and software; and
- Procure an additional 8-month extended warranty for all installed hardware and software.

Background:

In July 2002, the County entered into an agreement with Cogent to develop a new replacement for AFIS, consolidating the Sheriff's and Los Angeles Police Department's systems. The new system, the Los Angeles Fingerprint Identification System (LAFIS), is able to interface and access the State of California, Department of Justice's AFIS in order to search fingerprint data and images and to provide timely identification of all arrestees as well as fingerprint images discovered at crime scenes. Cogent's work has been completed and is currently in the maintenance phase of its contract.

On September 24, 2009, the County's Remote Access Network (RAN) Board authorized funding for the replacement of six PMAs, including professional services for on-site installation, configuration, testing and extended warranty.

Project Justification/Benefits:

LAFIS supports all law enforcement agencies in Los Angeles County by providing timely identification of criminals using biometrics technology. The replacement of the older PMAs with the upgraded equipment will provide increased processing capacity (from 384,000 matches per second to one million matches per second) and additional features for improved fingerprint search and matching. The maintenance costs of the "Elite" PMAs are also lower at $8,000 per unit/month.

Project Metrics:

The amended Statement of Work (SOW) clearly identifies the hardware, software, and consulting services that will be provided. The terms of the Amendment includes the delivery, installation, and acceptance of the hardware and software, and warranty terms for all installed hardware and software.

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

This Amendment, if approved, will provide increased LAFIS capacity for processing fingerprints for all areas of Los Angeles County law enforcement agencies, Los Angeles Police Department, and the United States Immigration and Custom Enforcement.

Alternatives Considered:

LAFIS is a proprietary system developed and supported by Cogent. All biometrics-based solutions contain proprietary technology and LAFIS is no exception. As such, there are no other alternatives due to the proprietary nature of LAFIS.

Project Risks:

There is minimal project risk since this Amendment is to procure additional hardware and software to be installed within an existing LAFIS platform by the vendor who develops and maintains the solution.

Risk Mitigation Measures:

Adequate mitigation measures, including final certification and acceptance by the County, have been established in the Amendment and the SOW.

Financial Analysis:

The Amendment will increase the maximum contract sum by $3,671,625, from $28,659,674 to $32,331,299. The equipment and services acquired under the Amendment are identified in the table below. The Amendment costs will be funded by the AFIS Special Revenue Fund #41079 and there is no net County cost impact.

Description	Cost
6 PMAs (includes services for hardware installation, software configuration and testing, and one-year warranty)	$ 3,287,625
Additional 8 month extend extended warranty	384,000
Total Cost	**$ 3,671,625**

CIO Concerns:

None.

CIO Recommendations:

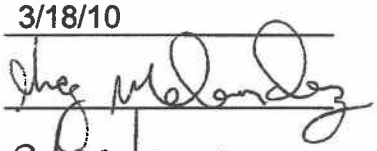
My Office supports this action and recommends approval by the Board.

CIO APPROVAL

Date Received: 3/12/10

Prepared by: Peter Loo

Date: 3/18/10

Approved: 

Date: 3/29/2010