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

LEROY D. BACA, SHERIFF

A Tradition of Service

October 04, 2011

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
43 October 4, 2011
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVE AMENDMENT NUMBER TWELVE
TO AGREEMENT NUMBER 74083 WITH 3M COGENT, 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 Twelve (Amendment) to Agreement Number 74083 (Agreement) with 3M Cogent, Incorporated (3M) for the Los Angeles County (County) Automated Fingerprint Identification System (AFIS) to extend the term of the Agreement, increase the Maximum Contract Sum, and consent to the original Contractor's merger with 3M.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board to sign the attached Amendment to the Agreement with 3M for the provision of continued maintenance services to the County's AFIS. This Amendment will extend the term of the Agreement for two years from October 13, 2011, to October 12, 2013, plus up to 12 additional months in any increment at the County's discretion, increase the Maximum Contract Sum by $2,954,243 from $32,331,299 to $35,285,542, and consent to the original Contractor's merger with 3M.

2. Delegate authority to the Sheriff or his designee to exercise the 12 month extension to the term of the Agreement, and to terminate the Agreement earlier, in whole or in part, with ten days advance written notice once the Department has completed its transition to a new agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the action will allow the Los Angeles County Sheriff's Department (Department) to maintain AFIS while working on a new Request for Proposals (RFP) to solicit for a replacement or upgrade of AFIS. During the RFP process, it is crucial that the existing AFIS receives continuous maintenance support until its replacement or upgrade is implemented.

Implementation of Strategic Plan Goals

The services 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 AFIS maintenance is funded through the RAN Board -approved AFIS Fund Number 41079. The cost of the maintenance during the extension period is $2,954,243. The Maximum Contract Sum will be increased from $32,331,299 to $35,285,542.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In July 2002, the County entered into the Agreement with Cogent Systems, Incorporated to develop a new replacement for AFIS consolidating the Department's 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. All system development and implementation work has been completed, and the Agreement is currently in the maintenance and support phase.

Pursuant to the Amendment, the term of the Agreement will be extended for 2 additional years from October 13, 2011, to October 12, 2013, plus up to 12 additional months in any increment at the County's discretion, and the Maximum Contract Sum will be increased accordingly by $2,954,243. Based upon a review of information provided by 3M relating to the merger between Cogent, Incorporated (FKA Cogent Systems, Incorporated) and 3M, and a determination that the surviving entity can effectively continue to perform the services, the County also consents in the Amendment to the original Contractor's change of ownership and merger with 3M. The surviving entity is known as 3M.

On August 16, 2011, the Department provided your Board with Advance Notification of the Department's intent to enter into negotiations for a Sole Source Amendment to the Agreement. This Sole Source Amendment is necessary for the continuation of maintenance and support services of the existing system that must be maintained by the system developer (3M) while the Department solicits for a replacement or upgrade of AFIS.

The Chief Information Officer recommends approval of this Amendment to the Agreement (CIO Analysis attached). County Counsel has approved the Amendment as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The continuous maintenance on AFIS will allow law enforcement officials to use the system without any interruptions.

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

LDB:AW:aw

Enclosures

AMENDMENT NUMBER TWELVE TO AGREEMENT NO. 74083
BY AND BETWEEN COUNTY OF LOS ANGELES
AND 3M COGENT, INC.
FOR THE PROVISION OF THE LOS ANGELES COUNTY AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM

This Amendment Number Twelve (this "Amendment") to Agreement Number 74083 (the "Agreement") is entered into by and between County of Los Angeles ("County") and 3M Cogent, Inc. ("Contractor"), a Delaware corporation, effective upon execution by the Mayor of the County's Board of Supervisors.

A. WHEREAS, on July 23, 2002, County and Cogent Systems, Inc. entered into the Agreement for the development, hardware purchase and installation, and maintenance of an Automated Fingerprint Identification System ("AFIS");

B. WHEREAS, the Agreement currently expires on October 12, 2011;

C. WHEREAS, on September 8, 2011, funding was allocated by the Remote Access Network Board to extend the term of the Agreement for two (2) additional years plus up to an optional twelve (12) months in any increment for the purchase of additional maintenance and support of the AFIS hardware and software;

D. WHEREAS, pursuant to Section 17 (Prohibition Against Assignment and Delegation) of the Agreement, Contractor shall not assign its rights nor delegate its duties under the Agreement, whether in whole or in part, without the consent of County;

E. WHEREAS, on August 30, 2010, Cogent, Inc. (formerly known as Cogent Systems Inc.) entered into an agreement and plan of merger with 3M Company, a Delaware corporation ("3M"), whereby Cogent, Inc. would be merged into a subsidiary of 3M (the "Merger");

F. WHEREAS, upon consummation of the Merger, Cogent, Inc. was the surviving entity as a wholly owned subsidiary of 3M, and its name was changed to 3M Cogent, Inc.;

G. WHEREAS, County has reviewed the information provided by Contractor and has confirmed that Contractor can effectively continue to perform the services required under the Agreement; and

H. WHEREAS, County and Contractor now wish to further amend the Agreement to (i) memorialize the Merger, (ii) extend the term of the Agreement, and (iii) increase the Maximum Contract Sum, upon the terms and conditions set forth in this Amendment; and

74083 Supplement No. 5

AMENDMENT NUMBER TWELVE TO AGREEMENT NO. 74083
BY AND BETWEEN COUNTY OF LOS ANGELES
AND 3M COGENT, INC.
FOR THE PROVISION OF THE LOS ANGELES COUNTY AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are herby incorporated as part of this Agreement, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement as follows:

1. The term of the Agreement shall be extended for two (2) additional years from October 13, 2011 through October 12, 2013. The County has the option, at the Sheriff's sole discretion and upon notice prior to the end of the term, to extend the Agreement for an additional period of twelve (12) months in any increment. Any such extension shall be in the form of a written Amendment executed by Sheriff and Contractor. Notwithstanding the above, the Sheriff or his designee may terminate the Agreement earlier, in whole or in part, with ten (10) days advance written notice to Contractor.

2. Subsections 11.1 (General) of Section 11 (Maximum Contract Amount and Rates and Charges) of the Agreement are hereby amended as follows:

   2.1 The dollar amount set forth in the introductory paragraph of Subsection 11.1 (General) is amended to add $2,954,243 to the Maximum Contract Amount, which shall now be Thirty-Five Million, Two Hundred Eighty-Five Thousand, Five Hundred and Forty-Two Dollars ($35,285,542).

   2.2 The dollar amount set forth in Subsection 11.1(D) related to Maintenance Services is amended to add $2,954,243 to such amount, which shall now be Six Million, Two Hundred Eighteen Thousand, Four Hundred and Forty-Three Dollars ($6,218,443).

3. Section 12 (Invoices and Payments) of the Agreement is hereby amended to add a new Subsection 12.8 (Payment Schedule) at the end thereof to read as follows:

   12.8 <u>Payment Schedule</u>: Notwithstanding anything to the contrary contained in this Agreement, the payment schedule for maintenance and support of the system hardware and software pursuant to Amendment Number Twelve shall be as set forth in Attachment 5 (Annual Maintenance Payment Schedule) to Exhibit B (Schedule of Rates and Fees).

4. Exhibit B (Schedule of Rates and Fees) of the Agreement is hereby supplemented to add thereto a new Attachment 5 (Annual Maintenance Payment Schedule), a true and correct copy of which is attached hereto and incorporated herein by this reference.

5. Acknowledgement and Consent to Change of Ownership of Contractor

   a. County hereby accepts and consents to the Merger and hereby acknowledges that the new parent company, 3M, a Delaware corporation, is the one hundred percent owner of the stock of Contractor.

   b. County hereby acknowledges that the name of Contractor as a result of the Merger has been changed from Cogent, Inc. (formerly known as Cogent Systems, Inc.), a California corporation, to 3M Cogent, Inc., a Delaware corporation, and all references to "Contractor" shall refer to "3M Cogent, Inc."

   c. County and Contractor mutually acknowledge that the Agreement and its terms and conditions have not been affected in any way by the Merger, and Contractor further acknowledges that the County is not in default with the terms and conditions of the Agreement.

   d. Contractor agrees to continue to perform all of its obligations under the Agreement without limitation pursuant to the terms and conditions of the Agreement.

6. Except as expressly provided in this Amendment, all other terms, covenants, and conditions of the Agreement shall remain the same and in full force and effect.

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

AMENDMENT NUMBER TWELVE TO AGREEMENT NO. 74083
BY AND BETWEEN COUNTY OF LOS ANGELES
AND 3M COGENT, INC.
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 Twelve to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Twelve, or caused it to be duly executed by its duly authorized officer.

ATTEST:

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

By: Sachelle Smitherman
Deputy OCT 04 2011

COUNTY OF LOS ANGELES

By: Mike Antonovich
Mayor, Board of Supervisors

3M COGENT, INC.

By: Michael Hollowich/XB
Michael Hollowich

Title: Project Director

Date: _____

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APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By: Michele Jackson
Deputy County Counsel

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Sachelle Smitherman
Deputy OCT 04 2011

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 OCT 4 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

ANNUAL MAINTENANCE PAYMENT SCHEDULE

Invoice #	Change Number	Description	Acceptance Date	2012 QRT Maintenance Price	2012 Yr. Maintenance Total
Original Maintenance		AFIS		77,466.20	309,864.80
14120	1	Storage Server	12/17/02	4,507.50	18,030.00
13461	11	10 Adm Licenses	12/30/03	4,507.50	18,030.00
17504	24	Cerritos Station-Latent Workstation	12/01/05	2,707.87	10,831.48
17692	26	Hardware Updates for New NIST	06/27/06	6,146.59	24,586.36
17244	28	LAPD Latent Section to new Location	11/17/05	250.16	1,000.64
17737	37	Long Beach Workstations	07/01/06	2,102.13	8,408.52
19712	40	36 Printers Xerox Phaser 4500N	02/01/07	1,097.94	4,391.76
19741	43a	San Dimas Latent Workstations	03/01/07	1,393.23	5,572.92
21888	44	LAFIS Searching Enhancement	09/01/07	3,496.73	13,986.92
25160	47a	LACRIS Workstations @ Santa Monica	01/01/08	478.12	1,912.48
26472	47b	LACRIS Workstations @ LAX	04/01/08	318.75	1,275.00
25161	47c	LACRIS Workstations @ Cerritos	01/01/08	478.13	1,912.52
30499	52	Latent Fingerprint Workstation	07/01/08	240.47	961.88
19705	63	Coroner Latent Workstation	06/29/07	769.48	3,077.92
115633	66	Software	07/01/11	600.00	2,400.00
73562	68	2 Work Stations	05/01/10	2,098.59	8,394.38
38148	69	Tenprint Licenses	09/12/08	1,050.00	4,200.00
38148	70	DR Storage upgrade	11/04/08	210.00	840.00
93312	71	2 Work Stations	12/01/10	1,399.06	5,596.25
99332	74	Storage Server	01/01/11	2,518.31	10,073.25
93283	75	4 Work Station	12/01/10	1,225.63	4,902.53
18201, 16075	Amendment 3	HICAAP	10/01/05	13,659.09	54,636.36
18415	Amendment 5	2 PMAs	11/01/06	21,854.54	87,418.16
46198	Amendment 6	Disaster Recovery System	03/31/09	66,950.00	267,800.00
77221	Amendment 10	PMA Upgrade	07/01/10	24,000.00	96,000.00
Total				241,526.03	966,104.13

Upcoming Maintenance

Change Number	Description	Acceptance Date	Original Warranty Period	QRT Maintenance Price	Yr. Maintenance Total
77	Software Customization	Undetermined	1 year upon Acceptance	2200	8800
78	Software Customization	Undetermined	1 year upon Acceptance	2800	11200
79	Software Customization	Undetermined	1 year upon Acceptance	0	0
72	Software Customization	Undetermined	1 year upon Acceptance	1991	7964

	Annual Maintenance Cost	
Year 1	$966,105	
Year 2	$994,069	[$966,105 + $8,800 (CN#77) + $11,200 (CN#78) + $7,964 (CN#72)]
Year 3	$994,069	or $82,840 monthly cost
Total:	**$2,954,243**	

1. Payment for maintenance and support for the first year of the extension period, October 13, 2011 to October 12, 2012, shall be paid quarterly in arrears at the not-to-exceed rate of $241,526.25.
2. Payment for maintenance and support for the second year of the extension period, October 13, 2012 to October 12, 2013, shall be paid quarterly in arrears at the not-to-exceed rate of $248,517.25.
3. Payment for maintenance and support for the third year of the extension period, October 13, 2013 to October 12, 2014, shall be paid monthly in arrears at the not-to-exceed rate of $82,840.

CIO ANALYSIS

APPROVE AMENDMENT NUMBER 12 TO AGREEMENT NUMBER 74083 WITH 3M COGENT, INC. FOR AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (LAFIS)

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 Option Yrs 1 Yr

Contract Components:
☒ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services

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

Budget Information :

Y-T-D Contract Expenditures	$ 32,331,299
Requested Contract Amount	$ 2,954,243
Aggregate Contract Amount	$ 35,285,542

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 proposed Amendment will allow the Sheriff's Department to:

- Extend the term of the Agreement for two additional years from October 13, 2011 to October 12, 2013;
- Optionally extend the term of Agreement up to twelve monthly increments for maintenance and support during the third year;
- Terminate the Agreement earlier, in whole or in part, with thirty (30) days advance written notification to the Contractor;
- Increase the Agreement's maximum contract sum by 2,954,243 for sustaining maintenance; and
- Acknowledge the change of ownership from Cogent Systems Inc., a California corporation, to 3M Cogent, Inc., a Delaware corporation, and a wholly owned subsidiary of 3M Corporation.

Background:

In July 2002, the County entered into an Agreement with Cogent, Inc. to develop a new replacement for AFIS, consolidating the Sheriff's 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 and images and to provide timely identification of all arrestees, as well as fingerprint images discovered at crime scenes. Cogent, Inc.'s work has been completed and is currently in the maintenance phase of its contract. The current term of the Agreement for maintenance and support services expires on October 12, 2011.

Project Justification/Benefits:

Approval of this proposed Amendment will provide for continued maintenance and support for LAFIS while the Sheriff's Department prepares a new Request for Proposal to solicit for a replacement or upgrade of LAFIS.

Project Metrics:

The terms for the maintenance and support services remain unchanged under this Amendment.

Impact on Service Delivery or Department Operations, If Proposal is Not Approved:

This Amendment, if approved, will provide continued maintenance and support of LAFIS, which is used for processing fingerprints for all Los Angeles County area law enforcement agencies, Los Angeles Police Department, and the Immigration and Custom Enforcement.

Alternatives Considered:

None. Cogent, Inc. is the only authorized vendor for providing maintenance and support services for LAFIS.

Project Risks:

There is minimal project risk since this Amendment is an extension of current maintenance and support services for LAFIS.

The Chief Information Security Officer (CISO) has reviewed the proposed Amendment and did not identify any security risks or issues.

Risk Mitigation Measures:

None.

Financial Analysis:

The current contract amount of $32,331,299 will be increased to $35,285,542. This Amendment will be funded by the AFIS Special Revenue Fund #41079. There will be no net County costs incurred by this Amendment. The pricing schedule for this Amendment is as follows:

Maintenance and support services for 2012	$ 966,105
Maintenance and support services for 2013	$ 994,069
Maintenance and support services for 2014 (Optional)	$ 994,069
Total Cost	**$ 2,954,243**

CIO Concerns:

None.

CIO Recommendations:

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

CIO APPROVAL

Date Received: 9/7/11

Prepared By: Peter Loo

Date: 9/15/11

Approved: Thomas Malandra

Date: 9/21/2011

P:Final Documents\Sheriff\CIO Analysis Sheriff - Cogent Amendment 12.docx