



County of Santa Cruz

SHERIFF - CORONER

701 OCEAN STREET, SUITE 340, SANTA CRUZ, CA 95060

(831) 454-2985 FAX: (831) 454-2353

MARK TRACY
SHERIFF - CORONER

May 24, 2002

Agenda: June 11, 2002

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 510
Santa Cruz, CA 95060

APPROVE CONTRACT WITH IDENTIX, INC. FOR THE MAINTENANCE OF FINGERPRINT DEVICES

Dear Members of the Board:

The Sheriff's Office currently has a purchase order for the maintenance of our Live Scan fingerprinting system. Our Live Scan fingerprint system enables us to fingerprint each individual that is booked into county jail, verify identity and update criminal records at the Department of Justice, through electronic submission. This system is intricately interfaced with our Detention Management System in order to capture the required data for a successful submission.

We included in our 01/02 budget the continuing monies to have a maintenance contract for this service. We would like to convert our existing purchase order to a contract with Identix, Inc. in order for them to continue fulfilling all of our Detention Bureau Live Scan maintenance needs. This includes 24-hour a day telephone help, four hour response times for a technician, and preventive maintenance of all of our devices.

We are requesting the approval of the attached agreement with Identix, Inc., in the amount of \$18,182.

It is therefore RECOMMENDED that your Board:

1. APPROVE the attached contract in the amount of \$18,162 with Identix, Inc.;
2. AUTHORIZE the Sheriff-Coroner to execute the agreement and sign necessary contract documents on behalf of the Board.

Sincerely,

MARK S. TRACY
Sheriff-Coroner

Recommended:

SUSAN A. MAURIELLO
County Administrator

cc: Sheriff-Coroner, Detention Bureau
Auditor-Controller

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0134

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Sheriff-Coroner Detention (Dept.)
W. Murray (Signature) 5-28-02 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz (Agency) and, Ideatix, Inc. 100 Cooper Court, Los Gatos, Ca. 95032 (Name & Address)
- The agreement will provide Maintenance on fingerprint devices.
- The agreement is needed as the county cannot provide these services.
- Period of the agreement is from July 1, 2001 to June 30, 2002
- Anticipated cost is \$ 18,162 (Fixed amount; Monthly rate: Not to exceed)
- Remarks: Section III Contract (Previously FO 39661)
- Appropriations are budgeted in 662300 --(Index#) 3360 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 12789 Date 05/30/02
CC-21 will be
GARY A. KNUXTSON, Auditor - Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Sheriff-Coroner to execute the same on behalf of the County (Agency).
County Administrative Officer

Remarks: _____ (Analyst) By [Signature] Date 6/3/02

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Conary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____
County Administrative Officer
By _____ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and IDENTIX, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES:** CONTRACTOR agrees to exercise special skill to accomplish the following result: Refer to Attachment A-1: "Identix Premier Maintenance Scope of Work" and Attachment A-2: "Identix Maintenance Agreement Terms and Conditions."

2. **COMPENSATION:** In consideration for CONTRACTOR accomplishing said results, COUNTY agrees to pay CONTRACTOR as follows: **\$18,161.85** (Refer to Attachment B-1).

3. **TERM:** The term of this contract shall be through June 30, 2002.

4. **EARLY TERMINATION:** Either party hereto may terminate this contract at any time giving 30 days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS,**

a. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon, it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(is) of CONTRACTOR and third persons.

2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding),

b. COUNTY shall exonerate, indemnify, defend, and hold harmless CONTRACTOR (which for the purpose of this paragraph shall include, without limitation, its officers, agents, employees and volunteers) from and against my and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CONTRACTOR may sustain or incur or which may be imposed upon, it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the COUNTY'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CONTRACTOR. Such indemnification includes any damage to the person(s), or property(is) of COUNTY and third persons.

6. **INSURANCE:** CONTRACTOR, at its sole cost and expense, for the full term of this

0136

Agreement (and any extensions thereof), shall obtain and maintain ~~a~~ **minimum** compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance of self-insurance maintained by COUNTY shall *be* excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

A. Types of Insurance and Minimum Limits

(1) **Worker's Compensation** in the **minimum statutory** required coverage amounts. This insurance coverage shall not be required **if** the CONTRACTOR has **no** employees and certifies to this fact by initialing here _____

(2) **Automobile Liability Insurance** for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a **material part** of performance of this Agreement and CONTRACTOR and COUNTY both **certify** to this fact by initialing here _____ / _____

(3) **Comprehensive of Commercial General Liability Insurance** coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

B. Other Insurance Provisions,

(1) If any insurance coverage required in the Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are

0137

added as an additional insured as respects the operations and activities of: or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

County of Santa Cruz, Detention Bureau
Attn: Sr. Departmental Administrative Analyst
259 Water Street
Santa Cruz, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to :

County of Santa Cruz, Detention Bureau
Attn: Sr. Departmental Administrative Analyst
259 Water Street
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY: During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital

0138

status, sex, sexual orientation, age (over 18), veteran ~~status~~, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority / Women / Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority / Women / Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format. (PER4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women / Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTORS STATUS; CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR, rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS; (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a district occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

0139

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NON-ASSIGNMENT: CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS: CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS: Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS: This Agreement includes the following attachments:
Attachment A-1: "Identix Premier Maintenance Scope of Work" (one page)
Attachment A-2: "Identix Maintenance Agreement Terms and Conditions (one page)
Attachment B-1: Live-Scan Maintenance Agreement Quotation (one page)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ:

Mark S. Tracy
Mark S. Tracy, Sheriff-Coroner / Date

CONTRACTOR:

Harvey Winslow Identix Customer Fulfillment mgmt.
Harvey Winslow, Identix / Date 4/23/02

APPROVED AS TO FORM:

[Signature]
County Counsel / Date

APPROVED AS TO INSURANCE:

Janet McKinley 5-28-2002
Risk Management / Date

Identix Premier Maintenance Scope of Work 0140

1. support:

- Unlimited telephone technical support for hardware and software from the **Identix TouchCare™ support Center (24 hours/7 days per week)** via our toll free number.
- TouchCare™ Support Center Managed problem escalation, as required, to Identix technical Support staff to resolve unique problems. **This does not include support for Customer provided communications networks. Any network service will be billed at published Time and Material rates.**
- Free software standard version upgrades. Identix will perform the upgrades and will schedule mutually agreed times during normal working hours to provide this service. Standard version software is software that Identix releases to their contract customer base at no charge to correct the original release and its' supported features.
- Telephone response to service calls will be made within one (1) hour from the time the service call was placed and Help Desk Support will attempt issue resolution prior to Customer Support Engineer dispatch.
- On site maintenance coverage seven days, **24 hours** (including Holidays) On site response by an Identix Customer Support Engineer will occur within four **(4)hours** of Customer Support Engineer dispatch in a 100 mile radius of an authorized Identix service location. (8 hours for remote customers), all on a "best efforts"* basis.

*"Best Effort" basis provides reasonable response subject to delays, such as extreme traffic conditions, acts of God, weather, air travel postponements and other delays that may occur that are out of the control of the responding agent.

2. Parts: Identix will furnish all parts, boards, and components necessary for the service and maintenance of equipment covered by this agreement. Defective parts replaced by Identix during the performance of maintenance shall become the property of Identix. **Consumable parts (e.g. platens, toner cartridges, charge rollers, etc.) will be replaced at the customer expense and are not included in this agreement.**

3. Access to Equipment: Identix Customer Support Engineer will be provided with full and free access to the equipment and a safe environment in which to work.

4. Maintenance Service: Maintenance services covered by this agreement do not include maintenance, repair, or replacement of damaged parts resulting from the client's movement of equipment, environmental conditions, acts of God, accident, neglect, operator or other misuse, or negligence. Upon request, Identix may agree to perform such excluded services in accordance with its current rates for time, travel, mileage, expenses and replacement materials. Other services outside the scope of work as defined above require a purchase order before commencing work per Identix Maintenance Agreement Terms and Conditions Section II (B).

5. Printer Coverage: Identix will ensure the proper performance and operation of system printers covered by an ongoing, contiguous Maintenance Agreement. System printers not on a current maintenance contract (expired over 30 days) may be denied coverage due to lack of repair parts or end-of-life determination by the manufacturer.

6. Defaults and Limitation of Liability: Notwithstanding any other provision in this agreement, Identix aggregate Liability arising from or relating to this agreement, whether through breach, non performance or otherwise, is limited to the total of the net payments made by or for you for services provided hereunder in the preceding twelve (12) months from when the cause of action arose. Neither Identix nor any of its Licensors, employees, or agents shall in any case be liable for any special incidental, consequential, indirect or punitive damages even if advised of the possibility of those damages, whether arising from contract, tort (including negligence) or otherwise. Neither Identix nor any its Licensors, employees, or agents is responsible for lost profits or revenue, loss of use do software, loss of data, costs of re-creating lost data, or the cost of any substitute service, equipment, product, system or program.

ATTACHMENT A-2

0141

IDENTIX Maintenance Agreement Terms and Conditions

- I. **GENERAL SCOPE COVERAGE**
Subject to payment of the Annual Maintenance Fee set forth on the Maintenance Agreement/Quotation document hereto, Identix or its authorized agents or subcontractors, shall provide the system maintenance services set forth on Identix Maintenance Agreement Terms and Conditions (the "Service").
- II. **EXCEPTION TO COVERAGE**
A. Damage to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix control are not covered and may subject Customer to a surcharge or to cancellation of the Agreement. In addition, Identix may void this Agreement if the event the System is modified, damaged, altered, or serviced by personnel other than those employed/contracted by Identix, or if parts, accessories, or components not authorized by Identix are fitted to the System.
B. a) Out of Scope services as defined on the accompanying Service Level Scope of Work require a purchase order prior to commencement of work
b) Identix has no obligation to perform out of scope services without a purchase order.
c) Notwithstanding the foregoing, as a courtesy to customer, Identix will process without a purchase order upon signature of Purchase Order Waiver Form (example attached) which will oblige customer for payment in full of services rendered.
C. The Services provided hereunder do not include preventive maintenance (cleaning of printer, etc.) or replacement of the following consumable items:
Plates
Toner Cartridges
Floppy Disks
Printer Charge Rollers
D. The Services provided hereunder do not include any services to repair damage to the System occurring as a result of Customer abuse or improper use.
E. Any equipment not maintained under this agreement at time of purchase will be required to have a pre-maintenance inspection before it will be accepted under this Agreement. This inspection will also be required if the current Agreement has expired by more than thirty (30) days. This inspection will be billed at the flat rate of \$1500 per system plus parts if any required.
F. Any unauthorized modification of the System by the Customer will void the terms of this Agreement with no rebate.
- III. **SERVICE CALLS**
Service calls under this Agreement will be made at the installation address on Maintenance Agreement/Quotation document or as otherwise agreed to in writing. Identix service personnel (or those contracted by Identix) will not handle, disconnect, or repair unauthorized attachments or components. In addition to service calls made at the installation address, the Customer may request technical support from the Touchcare™ Support Center by calling 1-888-HELP-IDX.
- IV. **REPAIR AND REPLACEMENT OF PARTS**
All parts necessary to the operation of the System, with the exception of the parts listed in Section II (C) above, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement. All parts will be furnished on an exchange basis and will be new standard parts or parts of equal quality. All parts removed for replacement become the property of Identix.
- V. This Agreement shall become effective upon receipt by Identix of the Annual Maintenance Fee provided on the Maintenance Agreement/Quotation document and shall continue for one (1) full year from the effective date shown on that document. The Agreement shall be automatically renewed for successive similar periods subject to the receipt by Identix of the Annual Maintenance renewal authorization in effect at the time of renewal, provided that the Customer is not in default. In addition to any other rights under this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other party, and the unused portion of the maintenance will be refunded (except as otherwise noted).

- VI. **CHARGES**
The initial fee for maintenance under this Agreement shall be the amount set forth on the Annual Maintenance Fee in the Maintenance Agreement/Quotation document. The Annual Maintenance Fee with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 30 days of the date of Identix invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in maintenance fees or a termination of this Agreement at the election of Identix, and Customer agrees to pay such charges promptly when due.
- VII. **BREACH OR DEFAULT**
If Customer does not promptly pay charges for maintenance or parts as provided hereunder when due:
A. Identix may refuse to service System.
B. Identix may provide service at current "non contract/per call" rates on a COO basis. Customer agrees to pay Identix costs and expenses of collection including the maximum attorney's fee permitted by law (Said fee not to exceed 25% of the amount due hereunder).
Identix equipment is designed to give excellent performance when used and maintained in a proper manner. If the Customer abuses the System in such a way as to cause abnormally frequent service calls or service problems, then Identix may, at its option, assess a surcharge or terminate this Agreement. In this event, the Customer will, at the option of Identix, be offered service on a "per call" basis at the then current rates.
- VIII. **NO WARRANTY**
Other than the obligations set forth herein, Identix disclaims all warranties, express or implied, and Identix shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the performance of the System or the loss of its use by Customer.
- IX. **DISCLAIMERS**
Except as otherwise expressly set forth in this agreement, Identix makes no warranty, representation or promise of any kind. Identix hereby disclaims and excludes any and all implied warranties of merchantability, title, non-infringement or fitness for a particular purpose. Identix does not warrant that any software provided hereunder will be without defect or error or that the operation of the Software will be uninterrupted.
- X. **LIMITED LICENSE TO SOFTWARE PATCHES AND UPGRADES.**
If Customer is entitled to receive software patches or upgrades under the terms of this Agreement ("Software"), the Customer shall have a limited, non-exclusive, non-transferable, non-sublicensable right to use the machine readable format of the Software internally for the sole purpose of providing maintenance support and testing on products and/or systems purchased by the Customer from Identix. Nothing in this Agreement shall be deemed to grant to Customer any right or authority, by license, implication, estoppel or otherwise, to (and Customer agrees that it shall not directly or indirectly modify, manufacture, copy, license, sublicense, sell or otherwise distribute the Software (or any portion thereof), or otherwise commercially exploit the Software in any way whatsoever. Customer covenants and agrees that it shall not directly or indirectly create derivative works from the Software or reverse engineer, disassemble and/or decompile all or any portion of the Software.
- XI. **MISCELLANEOUS**
This Agreement shall be governed by and construed according to the laws of the State of California applicable to agreements wholly negotiated, executed, and performed in the State of California. This constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of Identix and the Customer. This Agreement may not be assigned by customer to any third party without the prior written consent of Identix.



Live-Scan Maintenance Agreement Quotation

Date: 8/8/01
(Quoted prices valid 30 days)
Rev. Level*:

Quotation #: 2414P

Type of Service: Premier

Contract Period: 8/8/01 - 8/8/02

Terms of Payment: Net 30

Bill To:
Santa Cruz County Sheriff
259 Water Street
Santa Cruz, CA. 95060

Equipment Location:
Santa Cruz County Sheriff's Department
Main Jail / Work Release Systems
259 Water Street
Santa Cruz, CA. 95060
IDX - ??????
IDX - ??????

Equipment Covered:

Item	Qty	Part#	Description	Price	Ext. Price
1	2	TP-600WEC	LiveScan Fingerprinting System w/ External Cabinet	\$8,096.55	\$16,193.10
2			(includes all sub components)	\$0.00	\$0.00
3	1	TP-GW	DMS Gateway	\$1,968.75	\$1,968.75
4				\$0.00	\$0.00
5				\$0.00	\$0.00
6			No Printer Support	\$0.00	\$0.00
7				\$0.00	\$0.00
8				\$0.00	\$0.00
Annual Total:					\$18,161.85
Agreement Total:					\$18,161.85

Please Note:

Your present maintenance contract has expired on 8/7/01. If payment is received in full prior to this date no lapse of service will occur. If payment (in full or in part) is received after the expiration date, your current maintenance agreement will expire. A new maintenance contract will take effect upon receipt of full payment to Identix unless otherwise agreed in writing by Identix. You agree that any service provided during the interim will be billed at Time & Material rates. If your maintenance agreement has expired for more than 30 days there will be a \$1,500 charge per system evaluation for operational readiness prior to any new maintenance agreement(s) or renewal(s). Any replacement parts, labor and expenses incurred to repair the equipment to operational readiness are not covered by the evaluation charge. It will require a separate purchase order prior to the establishment of a new maintenance agreement.

*Revision Changes include:

Identix Incorporated
100 Cooper Court
Los Gatos, CA 95032
Phone: 408.385.1400
Fax: 408.385.8078
Quote Form v.4, 3/12/01
www.identix.com

RECEIVED
COUNTY OF SANTA CRUZ
SHERIFF-DETENTION BUREAU
01 AUG 10 AM 1:20

MARSH USA INC.

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000494826-00

PRODUCER
Marsh Fisk & Insurance Serv
1732 North First Street
Suite 400
San Jose, CA 95112
Attn: (408) 453-2422

0143

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY
A ST PAUL F&M INS CO

COMPANY
B

COMPANY
C

COMPANY
D

J09247-CAS-

INSURED
IDENTIX, INC.
ATTN: HARVEY WINSLOW
100 Cooper Ct.
Los Gatos, CA 95032

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 1

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	TE09404222	04/01/01	04/01/02	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS- COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	PROPERTY LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
	EXCESS LIABILITY				AGGREGATE	\$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> THE PROPRIETOR/ PARTNER/ EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL			EL EACH ACCIDENT	\$
	<input type="checkbox"/> OTHER	<input type="checkbox"/> EXCL			EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

Evidence of Insurance only.

CERTIFICATE HOLDER

County of Santa Cruz
Attn: Sue Hibbs
259 Water Street
Santa Cruz, CA 95060

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.

BY: Alicia A. Galey

Alicia A. Galey

MM1(9/99)

VALID AS OF: 12/04/01

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ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

12/04/01

PRODUCER

Calco Ins Brokers & Agent
 Lic. No. OB29370
 2000 Alameda de las Pulgas
 San Mateo CA 94403-1298
 (650) 574-0773

0144

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A American Automobile Ins. Co.

COMPANY

B

COMPANY

-

COMPANY

D

INSURED

Identix Incorporated
 510 North Pastoria
 Sunnyvale, CA 94086

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT					GENERAL AGGREGATE \$
					PRODUCTS-COMP/OP AGG \$
					PERSONAL & ADV INJURY \$
					EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
					COMBINED SINGLE LIMIT \$
AL TOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EACH ACCIDENT \$
					AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/ <input type="checkbox"/> PARTNERS/EXECUTIVE <input type="checkbox"/> OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL		WZP80834343	1/01/01	1/01/02	<input checked="" type="checkbox"/> STATUTORY LIMITS
					EACH ACCIDENT \$ 1,000,000
					DISEASE - POLICY LIMIT \$ 1,000,000
					DISEASE - EACH EMPLOYEE \$ 1,000,000
OMER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Evidnnve of Work Comp coverage

CERTIFICATE HOLDER

County of Santa Cruz
 Attn: Sue Hibbs
 259 Water Street
 Santa Cruz, CA 94060

CANCELLATION 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Suzanne Saunders Antonio 110342

25