

**REGULAR MEETING OF THE  
RAN BOARD/CAL – ID COMMITTEE**

**Wednesday, March 2, 2016**

**2:00 P.M.**

**Kings County Administration Multi-Purpose Room**

**1400 W. Lacey Blvd.**

**Hanford, CA 93230**

1. **CALL TO ORDER**  
Committee Chairperson – Joe Neves
2. **INTRODUCTIONS**
3. **UNSCHEDULED APPEARANCES**  
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Committee. Three (3) minutes are allowed for each item.
4. **GENERAL BUSINESS ITEMS:**
  - (a) Consider approving the minutes for the CAL-ID Committee meeting for March 4, 2015.
  - (b) Administration – Consider selecting an at-large member chosen by other RAN Board members (vacated by Jack Amoroso, Chief of Avenal Police Department Retired ) as a voting member as established within the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003).
  - (c) Consider selecting a Chairperson as established by the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003).
  - (d) Consider selecting a Vice-Chair, as established by the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003).
  - (e) Sheriff – David Robinson/Information Technology – Jeremy Waterman  
Consider recommending to the Board of Supervisors one of the 3 options for existing Livescan machines located at the Kings County Probation Department, Kings County Jail and Lemoore Police Department
    1. Continue Maintenance on a Time and Materials Basis
    2. Upgrade the Units with New Components
    3. Replacement of the Livescan Machines

(f) Sheriff – David Robinson

Consider recommending to the Board of Supervisors the renewal of a maintenance agreement through Sanfran Morpho Trust USA not to exceed \$28,206 for annual 9/5 coverage for the following law enforcement agency locations:

- City of Corcoran Police Department
  - Kings County Sheriff's Department
  - City of Avenal Police Department
  - City of Hanford Police Department
- (Fund 4602, Account#82228000)

(g) Sheriff – David Robinson/Cassandra Bakker

Consider approving the Cal Auto Fingerprint ID Budget (Fund 4600)

(h) Sheriff – David Robinson/Cassandra Bakker

Consider approving the Fingerprint ID \$1 DMV Budget (Fund 4602)

5. **OTHER BUSINESS**

6. **NEXT MEETING**

The next Regular CAL ID meeting is scheduled for Wednesday, March 1, 2017 at 2:00 p.m. in the Administration Multi-Purpose room.

7. **ADJOURN**

**CAL-ID/RAN Board MEETING**  
**March 4, 2015**  
**Minutes**

1. **CALL TO ORDER**

The Regular meeting of the CAL-ID Remote Access Network (RAN) Board was called to order at 2:00 p.m. by Chairman Joe Neves at the Kings County Administration Multi-Purpose Room 1400 W. Lacey Blvd. Hanford, CA 93230.

RAN Board Members present: Joe Neves, Chairman; Parker Sever, Chief, Hanford Police Department (New Board member per By-Laws), David Robinson, Kings County Sheriff's Department, Reuben Shortnacy, Corcoran Police Department; Lois Wynne, City of Lemoore, Rusty Stivers, Interim Police Chief, Avenal Police Department (letter on file with the Clerk of the Board for proxy). Keith Fagundes, District Attorney

Also present: Carrie Woolley, County Counsel, Kelly Zuniga, Probation, Darrell Smith, Police Chief, Lemoore Police Department, Mark Dawson and Sheldon Sullivan, Kings County Information Technology, Karl Anderson, District Attorney, Shawn McRae, Dionna Hicks and Erin Anderson, Sheriff's Department, Bill Lynch, Fire Department, Rebecca Campbell and Angela Brasov, Kings County Administration.

2. **INTRODUCTIONS**

All present were introduced.

3. **UNSCHEDULED APPEARANCES**

None

4. **GENERAL BUSINESS ITEMS**

- a. Consider approving the minutes for the CAL-ID Committee meeting for March 5, 2014.

**A motion was made by David Robinson to approve the minutes, seconded by Keith Fagundes. Approved unanimously.**

- b. Consider selecting a Chairperson as established by the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003).

**Nominations were opened by Chairman Neves.**

**Reuben Shortnacy nominated Joe Neves, 2<sup>nd</sup> Rusty Stivers, no other nominations. A motion was to close nominations by Rusty**

**Stivers, 2<sup>nd</sup> David Robinson. Chairman Neves was re-appointed unanimously.**

- c. Consider selecting a Vice-Chair, as established by the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003).

**Nominations were opened by Chairman Neves.**

**David Robinson nominated Reuben Shortnacy, Corcoran Police Department and seconded by Parker Sever, no other nomination.**

**A motion to close nominations by Parker Sever, 2<sup>nd</sup> Keith Fagundes, Reuben Shortnacy was approved unanimously.**

- d. District Attorney's Office-Keith Fagundes/Karl Anderson Consider approving \$33,059 to assist in the purchase of the Intelligent Led Policing ILP Facial Recognition Solution software package to be utilized by County law enforcement agencies (Fund 4602, Account #82228000).

**Karl Anderson outlined the request to purchase the ILP facial recognition software package to be utilized by law enforcement agencies. Questions were raised in regards to the indemnity clause/contract information by Rebecca Campbell. Carrie Woolley explained that this was to get the fund approval but ultimately it would be the Board of Supervisors who would have the final approval and it would be reviewed by Counsel prior to going to the Board. A nomination to approve the purchase was made by Keith Fagundes, 2<sup>nd</sup> by Parker Sever, approved unanimously.**

- e. Sheriff – David Robinson/Shawn McRae

Consider approving the reimbursement of Sheriff Coroner's Mobile Fingerprint System not to exceed \$37,572 (Fund 4600, Account #82228000).

**Shawn McRae outlined the mobile fingerprint system and gave a demonstration showing the ease of fingerprinting using this system. The current Department of Justice turn around using this system is 1 hour if there is a hit on a person. A nomination to approve the reimbursement for this system was made by Reuben Shortnacy, 2<sup>nd</sup> by Keith Fagundes, unanimously approved.**

- f. Sheriff – David Robinson

Consider approving reimbursement of Fingerprint Technician's Training for FY 2014-15 and approve reimbursement for additional training in FY 2015-16 not to exceed \$7,500 (Fund 4602, Account #82600010)

**A nomination to reimburse the costs associated with training for FY 2014-2015 and upcoming training for 2015-2016 in the amounts of \$3,750 and \$7,500 was made by Parker Sever, 2<sup>nd</sup> by Rusty Stivers, unanimously approved.**

**g. Sheriff – David Robinson**

Consider approving the renewal of a ten month fingerprint equipment maintenance agreement with Safran Morpho Trust USA not to exceed \$12,526 (Fund 4600, Account #82228000).

**A nomination to approve the contract with Safran Morpho Trust USA was made by Reuben Shortnacy, 2<sup>nd</sup> by Keith Fagundes, unanimously approved.**

**h. Sheriff – David Robinson**

Consider approving the renewal of a maintenance agreement through Sanfran Morpho Trust USA not to exceed \$28,206 for annual 9/5 coverage for the following law enforcement agency locations:

- City of Corcoran Police Department
  - Kings County Sheriff's Department
  - City of Avenal Police Department
  - City of Hanford Police Department
- (Fund 4602, Account#82228000)

**A nomination to approve the contract with Safran Morpho Trust USA was made by Reuben Shortnacy, 2<sup>nd</sup> by Keith Fagundes, unanimously approved.**

**i. Sheriff – David Robinson/Dionna Hicks**

Consider approving the Cal Auto Fingerprint ID Budget (Fund 4600)

**A nomination to approve the budget by Keith Fagundes, 2<sup>nd</sup> by Reuben Shortnacy, unanimously approved.**

**j. Sheriff – David Robinson/Dionna Hicks**

Consider approving the Fingerprint ID \$1 DMV Budget (Fund 4602)

**A nomination to approve the budget as amended to include the previously approved amounts within this agenda by Reuben Shortnacy, 2<sup>nd</sup> by Keith Fagundes, unanimously approved.**

5. **OTHER BUSINESS**

None.

6. **NEXT MEETING**

The next Regular CAL ID meeting is scheduled for Wednesday, March 2, 2016 at 2:00 p.m. in the Administration Multi-Purpose room.

7. **ADJOURN**

The meeting was adjourned at 2:36 p.m.

Bylaws of the  
Kings County RAN Board

1. Name. The name of this organization shall be the "Kings County RAN (Remote Access Network) Board".
2. Purpose and Functions. The purpose of the RAN Board is to implement Vehicle Code section 9250.19 and Article 3.5 of Chapter 1 of Title 1 of Part 4 (commencing with Section 11112.1) of the Penal Code relating to the establishment, operation, maintenance and funding of local programs for automated mobile and fixed location fingerprint equipment, related infrastructure, live-scan technology, related telecommunications systems, and other law enforcement enhancement programs related to all of the above.
3. Membership. The RAN Board shall be composed of those persons set forth in Penal Code section 11112.4, subd. (b), as follows:
  - a. A member of the Kings County Board of Supervisors duly appointed by the Board of Supervisors.
  - b. The Kings County Sheriff.
  - c. The Kings County District Attorney.
  - d. The chief of police of the department having the largest number of sworn personnel within Kings County.
  - e. A second police chief selected by all other police chiefs within Kings County.
  - f. A mayor selected by the city selection committee established under Government Code section 50270.
  - g. An at-large member chosen by the other RAN Board members.
4. Officers. The following officers shall be elected from the regular membership of the RAN Board:
  - a. Chairperson. The Chairperson shall be responsible for the conduct of all meetings and the calling of special meetings and shall be the official representative of the RAN Board except when a representative is otherwise specifically designated.
  - b. Vice-Chairperson. The Vice-Chairperson shall serve in the absence of the Chairperson and shall succeed to the office of Chairperson if that office falls vacant before the term expires.

c. Temporary Chairperson. In the absence of the Chairperson and Vice-Chairperson, the membership may elect a temporary Chairperson to conduct a properly scheduled meeting.

d. Secretary. The Kings County Administrative Officer shall appoint a Secretary for the RAN Board. The Secretary shall maintain all records and conduct correspondence of the Board, prepare agendas, official documents and resolutions, and give notice of meetings.

5. Election of Officers. Election of officers shall be held at the regular meeting of the RAN Board in March of each year.

6. Voting: Participation.

a. Vote Required/Quorum. All RAN Board actions shall be by a majority vote of a quorum of the members. A quorum of the Board shall consist of a majority of the members.

b. Designees. Each of the Board Members described in Section 3, subsections (a) through (f) above may designate in advance in writing a person from his or her agency to attend a Board meeting or Board meetings in his or her absence. Any such person duly designated in writing may attend and participate in the meeting and vote in place of the absent member and shall be counted for the purposes of establishing a quorum.

7. Meetings

a. Place. Meetings of the RAN Board shall be held at the Kings County Government Center in Hanford unless unusual or special circumstances warrants a meeting elsewhere in the County.

b. Calling Meetings. The Board of Supervisors may call for special meetings to address specified issues. The Chairperson or any three members may call for special meetings.

c. Brown Act: Rules of Order. The RAN Board is subject to the provisions of the Brown Act related to the meeting of local agencies (Chapter 9, Section 54950, Part I, Division 2 of Title 5 of the Government Code). Meetings shall be conducted according to Roberts Rules of Order.

Adopted July 29, 2003

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### RAN Board Members

- a. Joe Neves, Board of Supervisors, Chairman
- b. David Robinson, Sheriff – Kings County
- c. Keith Fagundes, District Attorney
- d. Parker Sever, Chief - Hanford Police Department
- e. Rueben Shortnacy, Chief – Corcoran Police Department, Vice Chair
- f. ~~Lois Wynn~~ Justin Mendes, Mayor, City of Hanford  
Appointed at City Selection Committee 2-10-16 (see attached)
- g. Vacated by Jack Amoroso, Retired Chief, Avenal Police Department

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## *InterOffice Memo*

**TO:** Larry Spikes, Committee Coordinator  
Angela Brasov, Committee Coordinator

**FROM:** Catherine Venturella - Clerk of the Board

**DATE:** February 18, 2016

**SUBJECT:** **RAN Board Appointment**

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On February 10, 2016, at the special meeting of the City Selection Committee, Justin Mendes Hanford City Council member was appointed to the RAN Board. The appointment will coincide with the term of the mayor appointed which currently ends December 31, 2016. Call if you have any questions concerning these appointments.

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OFFICE OF  
**SHERIFF**  
COUNTY OF KINGS  
P.O. BOX 986  
1444 W. LACEY BLVD.  
HANFORD, CA 93232-0986  
PHONE 559/582-3211  
FAX 559/584-4738

DAVID ROBINSON  
SHERIFF-CORONER  
PUBLIC  
ADMINISTRATOR

## Memorandum

**To:** RAN Board

**From:** Dave Robinson, Sheriff/Jeremy Waterman, Information Technology

**Date:** February 25, 2016

**Re:** Consider Options for Existing Livescan Machines Located at the Kings County Probation Department, Kings County Jail and Lemoore Police Department.

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The annual maintenance contracts for the Livescan machines located in the Kings County Probation Department and the Kings County Jail have an expiration date of March 31, 2016. The Livescan machine located at the Lemoore PD is also this version but is not currently covered under a maintenance contract. As of March 31, 2016, Safran Morphotrust USA will no longer provide a maintenance agreement for the TPE-3800XCH-ED Fingerprinting systems. However, they can continue to support these three systems on a "Time and Materials" basis. However, these systems are outdated, their parts are no longer manufactured and they may not have these parts readily available when we need them.

The uninterrupted operation of these machines remains critical to the function of law enforcement in our county. We have asked our Information Technology Department to research the possible options in regards to the three TP3800XCH machines and seek quotes for the various options. The three options are outlined below.

Option 1 – Continue Maintenance on a Time and Materials Basis

Option 1 would be to allow the current maintenance contract to lapse for the covered machines on March 31, 2016 and have Safran Morphotrust USA continue to support these systems on a "Time and Materials" basis, assuming that they have parts on-

hand, although the parts for these versions are no longer manufactured. Morphotrust USA has provided a Time and Materials Rates sheet that is attached to this memorandum.

Option 2 – Upgrade the Units with Newer Components

Option 2 would be to upgrade these (3) units at the cost of approximately \$8,271 per unit in order to allow them to be covered by a maintenance contract. In addition to the projected upgrade cost, the maintenance contract cost would be a separate expense of roughly \$7,200 for the 24/7 maintenance contract for the Jail and Juvenile Center machines and \$6,042 for the 9/5 maintenance contract for the Lemoore PD machine. However, the upgraded version still runs on a Windows XP machine that is no longer fully supported by Microsoft and may require additional upgrades in the near future.

Option 3 – Replacement of the Livescan Machines

Option 3 would be to replace one or all of the (3) TP3800XCH versions with new upgraded and fully supported systems (version TPE-5900-ED or version TPE-5600-ED). The approximate cost of these units would be \$28,000-\$34,000 per unit (depending on the version selected – outlined below) and includes installation, training, and maintenance/support for one year from time of purchase.

The version TPE-5900 is a side-by-side replacement for the current TP-3800 Tenprint Full Hand Capture model. KCSO Records, Hanford PD, Corcoran PD, and Avenal PD are currently using this model in their departments. The TPE-5600 is a Tenprint and Flat Palm system instead. Both meet CALDOJ and FBI requirements but the operation of the machine is different.

<b>Version TPE-5900</b>	<b>Unit Cost with 9/5 Maintenance Support</b>	<b>Estimated Additional for 24/7 coverage</b>	<b>Sales Tax</b>	<b>Estimated Total Price Per Unit</b>
Lemoore PD	\$30,506	\$0	\$2,096	\$32,602
KCSO - Jail	\$30,506	\$1,063	\$2,096	\$33,665
Probation - KJC	\$30,506	\$1,063	\$2,096	\$33,665

<b>Version TPE-5600</b>	<b>Unit Cost with 9/5 Maintenance Support</b>	<b>**Estimated Additional for 24/7 coverage</b>	<b>Sales Tax</b>	<b>Estimated Total Price</b>
Lemoore PD	\$26,726	\$0	\$1,736	\$28,462
KCSO - Jail	\$26,726	\$1,063	\$1,736	\$29,525
Probation - KJC	\$26,726	\$1,063	\$1,736	\$29,525

February 26, 2016

Currently, there is \$160,373 in the CAL-Auto Fingerprint ID (Fund 4600) and \$300,529 in the Fingerprint ID & DMV Fee Fund (4602) if your Board decides to upgrade or purchase one or more of these units.

**Recommendation:**

**Recommend to the Kings County RAN board members to upgrade or replace the three Livescan machines that are outdated and no longer supported. The operation of these three units remains critical to the Kings County Juvenile Center, the Kings County Jail, and the Lemoore Police Department. Given their importance they should, at a minimum, be kept under a maintenance contract. Without such an agreement, the County's repair requests could be assigned a lower priority while other customer needs (those under contract) are addressed first. Since a Time and Materials basis depends on available parts, and these machines are at end-of-life, the ability to repair them would remain problematic and expensive.**

Sheriff Robinson requests authorization of your Board for Option 1, Option 2, or Option 3 as detailed above; and to provide recommendation to the Board of Supervisors at an upcoming Board meeting.



OFFICE OF  
**SHERIFF**  
COUNTY OF KINGS  
P.O. BOX 986  
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DAVID ROBINSON  
SHERIFF-CORONER  
PUBLIC  
ADMINISTRATOR

# Memorandum

**To:** RAN Board  
**From:** Dave Robinson, Sheriff  
**Date:** February 23, 2016  
**Re:** Renewal of Livescan Machine Annual Maintenance Contracts

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The annual maintenance contracts for the Livescan machines located in the Kings County Sheriff's Records Office, Avenal Police Department, Corcoran Police Department, and Hanford Police Department will expire on June 30, 2016. Currently, our maintenance contract is through Safran Morphotrust USA and is roughly \$28,206 for fiscal year 2015-2016. They have extended the same contract offer and quotation for the 2016-17 fiscal year for these 4 machines.

Attached is the quotation for renewal of the existing maintenance contracts as well as the terms and conditions that would apply to these contracts. The funding source for these contracts would be the CAL-ID Fingerprint & DMV Fund 4602 in the County Treasurer's Department.

Sheriff Robinson requests authorization of your Board to renew the existing maintenance contracts, as detailed above; and approval for the Kings County Purchasing Manager, Dan Willhite, to sign the appropriate agreements and authorization for payment of the corresponding contracts.

MorphoTrust USA  
 5705 W. Old Shakopee Road  
 Suite 100  
 Bloomington, MN 55437-3107  
 USA  
 Phone (800) 932-0890  
 FAX (952) 932-7181



**MAINTENANCE AGREEMENT ADDENDUM  
 QUOTATION**

QUOTE ID: 11359  
 QUOTE DATE: 02/19/16  
 CUSTOMER ID: BD-5556  
 PRICE LIST: SL-LAWENF

**COVERAGE**

START DATE: 07/01/16  
 END DATE: 06/30/17

BILL TO: KINGS COUNTY SHERIFF  
 1400 W LACEY BLVD

HANFORD, CA 93230  
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
<b>EQUIPMENT LOCATION:</b> 5900-TPE-ED-M95 TPE-5900-ED	CORCORAN POLICE DEPARTMENT - 1031 CHITTENDEN AVE CORCORAN, CA 93212 ANNUAL 9/5 MAINTENANCE	AEZ163001088	1	\$5,700.00
<b>PRT-DUP- M95</b> TPE-PRT-DUP	ANNUAL 9/5 MAINTENANCE	50103-01	1	\$342.00
<b>EQUIPMENT LOCATION:</b> 5900-TPE-ED-M95 TPE-5900-ED	KINGS COUNTY SHERIFF - 1444 W LACEY BLVD - JAIL HANFORD, CA 93230 ANNUAL 9/5 MAINTENANCE	AEZ163001086	1	\$5,700.00
<b>PRT-DUP- M95</b> TPE-PRT-DUP	ANNUAL 9/5 MAINTENANCE	50102-01	1	\$342.00
<b>EQUIPMENT LOCATION:</b> 5900-TPE-ED-M95 TPE-5900-ED	AVENAL POLICE DEPARTMENT - 317 E ALPINE ST AVENAL, CA 93204 ANNUAL 9/5 MAINTENANCE	AEZ480001003	1	\$5,700.00
<b>EQUIPMENT LOCATION:</b> 5900-TPE-ED-M95 TPE-5900-ED	HANFORD POLICE DEPARTMENT - 425 N IRWIN ST HANFORD, CA 93230 ANNUAL 9/5 MAINTENANCE	AEZ163001087	1	\$5,700.00
<b>PRT-DUP- M95</b> TPE-PRT-DUP	ANNUAL 9/5 MAINTENANCE	50100-01	1	\$342.00

**EQUIPMENT LOCATION:**

**TP- NOREMOTE**

TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expense incurred due to the inability of the MorphoTrust USA Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here \_\_\_\_\_ and provide the requested information below and disregard the TP-NOREMOTE charge.

Dial-In Modem: Access Telephone Number \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.

TOTAL: 4 \$4,380.00  
**\$28,206.00**

<b>PLEASE CHECK PREFERRED BILLING:</b>	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
NAME: DIANE HAUSER	PO NUMBER: _____				
TITLE: Maintenance Contract Admin	SIGNATURE BY: _____				
PHONE: (952) 979-8479	NAME(Print) / DATE _____				
FAX: (952) 852-8747	TITLE: _____				
EMAIL: DHauser@morphotruster.com	PHONE / FAX: _____				
	EMAIL: _____				

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

**AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM**



**MORPHOTRUST USA, LLC**  
**SYSTEM MAINTENANCE TERMS AND CONDITIONS**  
*for use with*  
**U.S. End User Customers**  
*covering*  
**MorphoTrust® TouchPrint™ Live Scan Product Line**

**I. GENERAL SCOPE OF COVERAGE**

Subject to payment in full of the applicable maintenance fees for the system ("System") described in MorphoTrust USA, LLC's ("MorphoTrust") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), MorphoTrust, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

**II. MAINTENANCE SERVICES**

The Services provided by MorphoTrust are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the MorphoTrust TouchCare Support Center via MorphoTrust toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to MorphoTrust's technical support staff to resolve unique problems.
- MorphoTrust shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become MorphoTrust's property. MorphoTrust shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by MorphoTrust, replacement parts and components needed at international destinations shall be shipped by MorphoTrust to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event MorphoTrust ships replacement parts and components to an international destination, the

Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.

- MorphoTrust shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by MorphoTrust and for which MorphoTrust, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current MorphoTrust Maintenance Agreement Addendum. Customer shall provide MorphoTrust with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and MorphoTrust shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then MorphoTrust shall install the Update during any subsequently scheduled on-site visit by MorphoTrust for service of the System. An "Update" means a new release of such System software components that are developed by MorphoTrust which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. MorphoTrust's *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a MorphoTrust field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. MorphoTrust shall use its best efforts to have a MorphoTrust's field service engineer at the

Customer's facility within four (4) hours from the time the engineer is dispatched by MorphoTrust's Help Desk for customers located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes MorphoTrust more than one full business day to develop, and a *significant deployment effort* is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. MorphoTrust's 9/5 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a MorphoTrust field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. MorphoTrust shall use its best efforts to have an MorphoTrust's

field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by MorphoTrust's Help Desk if Customer's facility is located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.

- Upon MorphoTrust's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at MorphoTrust's then current rates.
- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes MorphoTrust more than one full business day to develop, and a *significant deployment effort* is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. MorphoTrust's *Help Desk Maintenance Services* are as follows:

- The Services do not include any MorphoTrust on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the MorphoTrust Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) MorphoTrust trained System manager on the

Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with MorphoTrust's periodic requirements. Unless otherwise agreed in writing by MorphoTrust, the Customer shall be responsible for the installation of each Update.

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust shall furnish all parts and components necessary for the maintenance of the System. MorphoTrust's shipment of a replacement part to Customer will be initiated promptly after the MorphoTrust's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by MorphoTrust to be returned to MorphoTrust, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to MorphoTrust within two (2) weeks after receipt of the replacement part. MorphoTrust is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for MorphoTrust on-site service, MorphoTrust shall use its best efforts to have a MorphoTrust field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by MorphoTrust's Help Desk. Customer shall pay for such on-site service on a time and travel basis at MorphoTrust's then current rates and travel policies, respectively. Prior to dispatch of a MorphoTrust engineer, Customer shall provide MorphoTrust with a purchase order ("P.O."), complete MorphoTrust's P.O. Waiver form, or provide MorphoTrust with a valid credit card number.

E. Preventive Maintenance Services. MorphoTrust's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with MorphoTrust's specifications for such System. MorphoTrust and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with MorphoTrust's 24/7 Maintenance Services and MorphoTrust's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with MorphoTrust's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

### III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required 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 MorphoTrust's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than MorphoTrust's authorized service representatives, or if parts, accessories, or components not authorized by MorphoTrust are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by MorphoTrust to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.

- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in MorphoTrust's System documentation.

B. Availability of Additional Services. At Customer's request, MorphoTrust may agree to perform the excluded services described immediately above in accordance with MorphoTrust's then current rates. Other excluded services that may be agreed to be performed by MorphoTrust shall require MorphoTrust's receipt of a Customer P.O., Customer's completion of MorphoTrust's P.O. Waiver form, or Customer providing MorphoTrust with a valid credit card number before work by MorphoTrust is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by MorphoTrust before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. MorphoTrust's inspection will be billed at MorphoTrust's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from MorphoTrust or an MorphoTrust authorized or identified vendor, at Customer's sole expense: (i) all MorphoTrust and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. MorphoTrust will specify the hardware and third party software requirements for any Updates.

#### IV. SERVICE CALLS

Customer may contact MorphoTrust's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

#### V. TERM AND TERMINATION

This term of this Agreement shall commence upon MorphoTrust's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a

period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and MorphoTrust's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

#### VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be MorphoTrust's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of MorphoTrust's 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 Service fees during the term of this Agreement at the election of MorphoTrust, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay MorphoTrust's fees for Services or parts as provided hereunder when due: (i) MorphoTrust may suspend performance of its obligation to provide Services until the account is brought current; and (ii) MorphoTrust may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay MorphoTrust's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

#### VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

MorphoTrust shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, MORPHOTRUST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL MORPHOTRUST'S AGGREGATE

LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR MORPHOTRUST'S SERVICES ACTUALLY PAID BY CUSTOMER TO MORPHOTRUST UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL MORPHOTRUST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND MORPHOTRUST'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

#### **VIII. LIMITED LICENSE TO UPDATES**

MorphoTrust may deliver MorphoTrust-developed Updates to Customer. The terms of MorphoTrust's end user license for the MorphoTrust's software delivered as part of the System shall govern Customer's use of the Updates.

#### **IX. MISCELLANEOUS**

If under Agreement, MorphoTrust provides Customer with MorphoTrust developed software in furtherance of Customer's contract with any U.S. federal, state or local government entity, then unless agreed in advance and in writing by MorphoTrust's Chief Security Officer or Chief Compliance Officer, Customer shall not provide, share, allow access to, or otherwise disclose any such MorphoTrust developed software to anyone not employed by MorphoTrust or the U.S. federal, state or local government entity customer of Customer.

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of MorphoTrust and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of MorphoTrust.

Cal Auto Fingerprint ID  
Fund 4600

CAL ID FINGERPRINT 4600 FUND		2014-15 BUDGET	2014-15 ACTUAL	2015-16 BUDGET	2015-16 ACTUAL	PROPOSED 2016-17 BUDGET
<b>Beginning Balance</b>		<b>138,635</b>	<b>138,635</b>	<b>150,789</b>	<b>150,789</b>	<b>76,511</b>
<b>Revenue</b>						
CAL Auto Fingerprint ID Revenue		64,373	49,492	65,081	39,264	44,378
Interest Revenue		1,474	936	1,100	1,049	993
<b>TOTAL REVENUE</b>		<b>204,482</b>	<b>189,319</b>	<b>66,181</b>	<b>40,313</b>	<b>45,371</b>
<b>Available Funds</b>		<b>204,482</b>	<b>189,319</b>	<b>268,895</b>	<b>191,102</b>	<b>121,881</b>
<b>Expenditures</b>						
<b>One Time:</b>						
New Machines - HPD, CPD, KCSO						
New Machines KJC, Jail & LPD					99,932	
SHERIFF'S OFFICE CORONER'S CLEW SYSTEM			37,572	0		
<b>Total One Time Expenses</b>		<b>-</b>	<b>37,572</b>	<b>0</b>	<b>99,932</b>	
<b>Ongoing Expenses:</b>						
Administrative Time		408	408	408	408	408
Annual Maintenance Probation Morpho Trust				12,526	12,526	
DDSI Mugshot Line		263	221	280	225	225
<b>Supplies:</b>						
Sheriff Jail System		500	18	500	500	500
Mugshot project		1,000	311	1,000	1,000	1,000
<b>Total Ongoing Expenses</b>		<b>2,171</b>	<b>958</b>	<b>14,714</b>	<b>14,659</b>	<b>2,133</b>
<b>TOTAL EXPENDITURES</b>		<b>2,171</b>	<b>38,530</b>	<b>14,714</b>	<b>114,591</b>	<b>2,133</b>
<b>Ending Balance</b>		<b>202,567</b>	<b>150,789</b>	<b>254,181</b>	<b>76,511</b>	<b>119,748</b>

\*Proposed purchase of 3 new machines for Lemoore PD, KCSO Jail, and Probation's Juvenile Center - Maintenance agreements would not be necessary until 2017-18 budget on these machines as they come with a 1-year maintenance and support contract

Cal Auto Fingerprint ID  
Fund 4600

CAL ID FINGERPRINT 4600 FUND		2014-15 BUDGET	2014-15 ACTUAL	2015-16 BUDGET	2015-16 ACTUAL	2016-17 BUDGET
<b>Beginning Balance</b>		<b>138,635</b>	<b>138,635</b>	<b>150,789</b>	<b>150,789</b>	<b>151,630</b>
<b>Revenue</b>						
CAL Auto Fingerprint ID Revenue		64,373	49,492	65,081	39,264	44,378
Interest Revenue		1,474	936	1,100	1,049	993
<b>TOTAL REVENUE</b>		<b>204,482</b>	<b>189,319</b>	<b>66,181</b>	<b>40,313</b>	<b>45,371</b>
<b>Available Funds</b>		<b>204,482</b>	<b>189,319</b>	<b>268,895</b>	<b>191,102</b>	<b>197,000</b>
<b>Expenditures</b>						
<b>One Time:</b>						
	New Machines - HPD, CPD, KCSO					
	Upgrade Machines - LPD, Jail, & KJC				24,813	
	SHERIFF'S OFFICE CORONER'S CLEW SYSTEM		37,572	0		
<b>Total One Time Expenses</b>		<b>-</b>	<b>37,572</b>	<b>0</b>	<b>24,813</b>	
<b>Ongoing Expenses:</b>						
	Administrative Time	408	408	408	408	408
	Annual Maintenance Probation Morpho Trust			12,526	12,526	
	Annual Maintenance Contracts (LPD/KJC/KCSO)					20,256
	DDSI Mugshot Line	263	221	280	225	225
<b>Supplies:</b>						
	Sheriff Jail System	500	18	500	500	500
	Mugshot project	1,000	311	1,000	1,000	1000
<b>Total Ongoing Expenses</b>		<b>2,171</b>	<b>958</b>	<b>14,714</b>	<b>14,659</b>	<b>22,389</b>
<b>TOTAL EXPENDITURES</b>		<b>2,171</b>	<b>38,530</b>	<b>14,714</b>	<b>39,472</b>	<b>22,389</b>
<b>Ending Balance</b>		<b>202,567</b>	<b>150,789</b>	<b>254,181</b>	<b>151,630</b>	<b>174,611</b>

\*Proposed budget for 16/17 if RAN board decides to upgrade machines at KCSO Jail, Probation KJC & Lemoore PD per Information Technology Department recommendation to upgrade or replace machines as soon as possible

Cal Auto Fingerprint ID  
Fund 4600

CAL ID FINGERPRINT 4600 FUND		2014-15 BUDGET	2014-15 ACTUAL	2015-16 BUDGET	2015-16 ACTUAL	2016-17 BUDGET
<b>Beginning Balance</b>		<b>138,635</b>	<b>138,635</b>	<b>150,789</b>	<b>150,789</b>	<b>176,443</b>
<b>Revenue</b>						
CAL Auto Fingerprint ID Revenue		64,373	49,492	65,081	39,264	44,378
Interest Revenue		1,474	936	1,100	1,049	993
<b>TOTAL REVENUE</b>		<b>204,482</b>	<b>189,319</b>	<b>66,181</b>	<b>40,313</b>	<b>45,371</b>
<b>Available Funds</b>		<b>204,482</b>	<b>189,319</b>	<b>268,895</b>	<b>191,102</b>	<b>221,813</b>
<b>Expenditures</b>						
<b>One Time:</b>						
New Machines - HPD, CPD, KCSO						
SHERIFF'S OFFICE CORONER'S CLEW SYSTEM			37,572	0		
<b>Total One Time Expenses</b>		<b>-</b>	<b>37,572</b>	<b>0</b>		
<b>Ongoing Expenses:</b>						
Administrative Time		408	408	408	408	408
Annual Maintenance Probation Morpho Trust				12,526	12,526	15,000
DDSI Mugshot Line		263	221	280	225	225
<b>Supplies:</b>						
Sheriff Jail System		500	18	500	500	500
Mugshot project		1,000	311	1,000	1,000	1,000
<b>Total Ongoing Expenses</b>		<b>2,171</b>	<b>958</b>	<b>14,714</b>	<b>14,659</b>	<b>17,133</b>
<b>TOTAL EXPENDITURES</b>		<b>2,171</b>	<b>38,530</b>	<b>14,714</b>	<b>14,659</b>	<b>17,133</b>
<b>Ending Balance</b>		<b>202,567</b>	<b>150,789</b>	<b>254,181</b>	<b>176,443</b>	<b>204,680</b>

\*Proposed budget for 16/17 if RAN board decides to do a "Time and Materials" basis only for machines located at KCSO Jail, Juvenile Center and Lemoore PD leaving in \$15,000 for possible maintenance/support on Time and Materials basis



CAL ID FINGERPRINT \$1 DMV 4602 FUND		2014-2015 BUDGET	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 ACTUAL	2016-2017 BUDGET	2016-2017 ACTUAL
<b>Beginning Balance</b>		<b>310,535</b>	<b>310,535</b>	<b>311,269</b>	<b>311,269</b>	<b>309,800</b>	
<b>REVENUE</b>							
	DMV \$1 Fee Revenue	98,460	102,359	102,432	103,714	102,835	
	Interest Revenue/Other Revenue	1,793	2,090	2,100	1,787	1,790	
<b>TOTAL REVENUE</b>		<b>410,788</b>	<b>414,984</b>	<b>415,801</b>	<b>416,770</b>	<b>414,425</b>	
<b>Expenditures</b>							
	<b>One Time:</b>						
	Intelligent Led Policing ILP Facial Recognition DA's		33,059	0	0	0	
<b>Total One Time Expenses</b>		<b>-</b>	<b>33,059</b>	<b>-</b>	<b>-</b>	<b>-</b>	
	<b>Ongoing Expenditures:</b>						
	CLETS Backbone Equipment for HPD, LPD & CPD	3,754	9,385	3,754	7,508	7,508	
	Administrative Time	408	408	408	408	408	
	Attachmate Software (30 licenses for Courts access)	1,433	1,350	1,380	1,073	1,075	
	<b>Maintenance Agreements:</b>						
	Annual Maintenance /Safran Morphotrust			4,380			
	City of Hanford System	-		6,042	7,137	7,137	
	City of Avenal System	-	-	5,700	6,795	6,795	
	Sheriff Dept. System	-	-	6,042	7,137	7,137	
	City of Lemoore System	-	-				
	City of Corcoran System	-	-	0	7,137	7,137	
	<b>Technician Expenses:</b>						
	Fingerprint Technician Salary & Benefits	65000	55,713	59,000	62,275	63,525	
	Fingerprint Technician Training/Expenses	-	3,800	7,500	7,500	7,500	
<b>Total Ongoing Expenses</b>		<b>70,595</b>	<b>70,656</b>	<b>94,206</b>	<b>106,970</b>	<b>108,222</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>		<b>70,595</b>	<b>103,715</b>	<b>94,206</b>	<b>106,970</b>	<b>108,222</b>	
<b>Ending Balance</b>		<b>340,193</b>	<b>311,269</b>	<b>321,595</b>	<b>309,800</b>	<b>306,203</b>	