

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

**Wednesday, March 1, 2017**

**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 2, 2016.
  - (b) Consider selecting a Chairperson as established by the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003).
  - (c) Consider selecting a Vice-Chair, as established by the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003).
  - (d) Sheriff – David Robinson/Cassandra Bakker  
Consider recommending to the Board of Supervisors to purchase a maintenance agreement with Safran MorphoTrust USA for 3 Livescan machines located at the Kings County Juvenile Center (Hours 24/7), Kings County Jail (Hours 24/7) and the Lemoore Police Department (Hours 9/5) for coverage through June 30, 2017.
  - (e) Sheriff – David Robinson/Cassandra Bakker  
Consider recommending to the Board of Supervisors to renew maintenance agreements with Safran MorphoTrust for 2 Livescan machines located at the Kings County Jail and Juvenile Center (Both Hours are 24/7) from July 2017 through June 30, 2018.

(f) Sheriff – David Robinson/Cassandra Bakker  
Consider recommending to the Board of Supervisors to renew maintenance agreements with Safran MorphoTrust for 5 Livescan machines located at the Kings County Sheriff's Office, Avenal, Corcoran, Hanford and Lemoore Police Departments (Hours 9/5) from July 2017 through June 30, 2018.

(g) District Attorney – Keith Fagundes/Robert Waggle  
Consider recommending to the Board of Supervisors the renewal of Intelligent-Led-Policing (ILP) software package by Vigilant Solutions to be utilized by law enforcement agencies within Kings County.

(h) Sheriff – David Robinson/Cassandra Bakker  
Consider approving the Cal Auto Fingerprint ID Budget (Fund 4600)

(i) 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 7, 2018 at 2:00 p.m. in the Administration Multi-Purpose room.

7. **ADJOURN**

**CAL-ID/RAN Board MEETING**  
**March 2, 2016**  
**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), Board of Supervisors, Parker Sever, Chief, Hanford Police Department, David Robinson, Kings County Sheriff's Department, Reuben Shortnacy (Vice-Chairman) Corcoran Police Department; and Justin Mendes, City of Hanford.

Members absent: Keith Fagundes, Kings County District Attorney (due to trial) and 1 vacated position formerly held by Jack Amoroso, Retired Chief, Avenal Police Department.

Also present: Kelly Zuniga, Probation, Darrell Smith, Police Chief, Lemoore Police Department, Mark Dawson and Jeremy Waterman, Kings County Information Technology, Cassandra Bakker, Sheriff's Department, Russell Stivers, Avenal Police Department, Juliana Gmur, County Counsel, Rebecca Campbell and Angela Valenzuela, 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 4, 2015.

**A motion was made by Parker Sever to approve the minutes, seconded by Reuben Shortnacy. Approved with Keith Fagundes absent.**

- b. 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).

**Nominations were opened by Chairman Neves. Parker Sever nominated Russell Stivers, Chief, Avenal Police Department. A motion was to close nominations by Justin Mendes. Russell Stivers was approved with Keith Fagundes absent.**

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

**Nominations were opened and declared vacant by Chairman Neves. Reuben Shortnacy nominated Joe Neves, 2<sup>nd</sup> by Parker Sever, A motion was to close nominations by Justin Mendes, Chairman Neves was approved with Keith Fagundes absent.**

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

**Nominations were opened and declared vacant by Chairman Neves. Justin Mendes nominated Rueben Shortnacy, Corcoran Police Department, no other nominations. A motion to close nominations by Parker Sever. Reuben Shortnacy was approved with Keith Fagundes absent.**

- 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

**Jeremy Waterman and Cassandra Bakker outlined the options available. A motion was made by Parker Sever for Option 3 Replace the Livescan Machines due to the equipment usage and being outdated, 2<sup>nd</sup> by Dave Robinson. Approved with Keith Fagundes absent.**

- 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)

**Cassandra Bakker outlined the current contract with no changes showing still the 9/5 agreement for Corcoran, Avenal, Hanford and Sheriff's Department machines. A nomination to approve the agreement was made by Justin Mendes, 2<sup>nd</sup> by Dave Robinson, approved with Keith Fagundes absent.**

- g. Sheriff – David Robinson/Cassandra Bakker**  
 Consider approving the Cal Auto Fingerprint ID Budget (Fund 4600)

**A nomination to approve the budget including the purchases and agreements made on this agenda. The budget is outlined in blue and yellow. A motion was made to approve the budget as presented by Reuben Shortnacy, 2<sup>nd</sup> by Justin Mendes. Approved with Keith Fagundes absent.**

- h. Sheriff – David Robinson/Cassandra Bakker**  
 Consider approving the Fingerprint ID \$1 DMV Budget (Fund 4602)

**A motion to approve the budget was made by Reuben Shortnacy, 2<sup>nd</sup> by Justin Mendes. Approved with Keith Fagundes absent.**

5. **OTHER BUSINESS**  
 Parker Sever will check with Karl Anderson and David Robinson will check into the \$2 DMV Enhancement status and Court revenue issue.

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**  
 The meeting was adjourned at 2:22 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

h/agree/ranbrd-bylaws.doc

### **Current 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. Justin Mendes, Mayor, City of Hanford
- g. Russell Stivers, Chief, Avenal Police Department





OFFICE OF  
**SHERIFF**  
COUNTY OF KINGS  
P.O. BOX 986  
1444 W. LACEY BLVD.  
HANFORD, CA 93232-0986  
PHONE 559/852-2790  
FAX 559/584-4738

DAVID ROBINSON  
SHERIFF-CORONER  
PUBLIC  
ADMINISTRATOR

## Memorandum

**To:** RAN Board  
**From:** Dave Robinson, Sheriff  
**Date:** March 7, 2017  
**Re:** Livescan Maintenance Agreements for New Machines

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At the last RAN Board meeting, your board approved the purchase of three Livescan machines to replace outdated equipment that was no longer supported by the manufacturer. The Livescan machines located at the Kings County Jail and the Kings County Juvenile Center were replaced on May 26, 2016. The machine located at Lemoore Police Department was replaced on June 1, 2016. These machines were covered with a 1-year warranty from the date of purchase, which will expire prior to the end of the fiscal year. Safran Morphotrust does not allow any lapse in coverage when purchasing maintenance agreements without a detailed on-site inspection of each Livescan system at the expense of the owner. In order to maintain coverage and avoid costs of inspection and/or repairs, we would need to place them under a pro-rated maintenance agreement through the end of June 2017. The cost for the 24/7 coverage for the machines at the Kings County Jail and the Kings County Juvenile Center would be \$1,570.52. The cost for the 9/5 coverage for the Lemoore Police Department machine would be \$566.25.

**Recommendation:**

**Sheriff Robinson requests authorization of your Board to recommend the purchase of three short term maintenance agreements to cover through June 30, 2017 to the Board of Supervisors. The operation of these three units remains critical to the Kings County Juvenile Center, the Kings County Jail, and the**

*February 24, 2017*

**Lemoore Police Department. 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.**



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: 13382  
 QUOTE DATE: 01/16/17  
 CUSTOMER ID: BD-5556  
 PRICE LIST: SL-LAWENF

**COVERAGE**

START DATE: 05/26/17  
 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
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EQUIPMENT LOCATION: KINGS COUNTY SHERIFF - 1570 KINGS COUNTY DR JAIL FACILITY HANFORD, CA 93230

5900-TPE-ED-M24 ANNUAL 24/7 MAINTENANCE  
 TPE-5900-ED

AEZ206001110 1 \$676.35

EQUIPMENT LOCATION: KINGS COUNTY SHERIFF - 1450 FORUM DR JAIL HANFORD, CA 93230

5900-TPE-ED-M24 ANNUAL 24/7 MAINTENANCE \*Probation - Juvenile Center  
 TPE-5900-ED

AEZ206001111 1 \$676.35

**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 \_\_\_\_\_

Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

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

**\*This coverage will be from end of initial coverage thru 6/30/17 the cost has been pro-rated for the 2 - Livescan Machines in Jail & KJC**

TOTAL: 2 \$217.82  
**\$1,570.52**

PLEASE CHECK PREFERRED BILLING:  ANNUAL INVOICE OR  QUARTERLY INVOICE OR  MONTHLY INVOICE

NAME: DIANE HAUSER  
TITLE: Maintenance Contract Admin  
PHONE: (952) 979-8479  
FAX: (952) 852-8747  
EMAIL: DHauser@morphotrust.com

PO NUMBER: \_\_\_\_\_  
SIGNATURE BY: \_\_\_\_\_  
NAME(Print) / DATE \_\_\_\_\_  
TITLE: \_\_\_\_\_  
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  
 5705 W. Old Shakopee Road  
 Suite 100  
 Bloomington, MN 55437-3107  
 USA  
 Phone (800) 932-0890  
 FAX (952) 932-7181

QUOTE ID: 13522  
 QUOTE DATE: 02/10/17  
 CUSTOMER ID: BD-5556  
 PRICE LIST: SL-LAWENF

**MAINTENANCE AGREEMENT ADDENDUM  
 QUOTATION**

**COVERAGE**

START DATE: 06/01/17  
 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
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EQUIPMENT LOCATION:	LEMOORE POLICE DEPARTMENT - 657 FOX DR LEMOORE, CA 93245			
5900-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE	AEZ216001112	1	\$475.00
TPE-5900-ED				

**EQUIPMENT LOCATION:**

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 \_\_\_\_\_  
 Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

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

TOTAL: 1 \$91.25  
**\$566.25**

**\*\*This quote is for coverage of newly purchased Lemoore PD Livescan  
 Machine to cover for month of June to avoid lapse in coverage**

PLEASE CHECK PREFERRED BILLING:  ANNUAL INVOICE OR  QUARTERLY INVOICE OR  MONTHLY INVOICE

NAME: DIANE HAUSER  
TITLE: Maintenance Contract Admin  
PHONE: (952) 979-8479  
FAX: (952) 852-8747  
EMAIL: DHauser@morphotrust.com

PO NUMBER: \_\_\_\_\_  
SIGNATURE BY: \_\_\_\_\_  
NAME(Print) / DATE \_\_\_\_\_  
TITLE: \_\_\_\_\_  
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.

\*Without a contracted maintenance agreement, support and repairs are subject to these rates:

## MorphoTrust USA Customer Service Time and Material Rates

### Non-Contract Labor Rates

<u>Item</u>	<u>Labor Rate</u>
On-Site Support for Customers/End Users	\$200.00 per hour plus expenses*
On-Site Support for MORPHOTRUST USA Partners/Resellers	\$135.00 per hour plus expenses*
Help Desk Technical Support and Repair Services	\$130.00 per hour plus materials
Help Desk Technical Support and Repair Services Partners/Resellers for MORPHOTRUST USA Partners/Resellers	\$80.00 per hour plus materials

\* All Labor has 1 hour minimum. Additional expenses, see below.

### \*Additional Expense Rates

<u>Activity</u>	<u>Labor Rate</u>
Travel Time	\$80.00 per hour
Mileage	\$.65 per mile
Air Fare	Actual expense
Per Diem (Overnight Stay Only)	Actual expense

Included in Per Diem are Meals, Rental Vehicle, Parking, Toll, and Lodging

### Additional Services

<u>Service</u>	<u>Labor Rate</u>
Pre-Maintenance Site Inspection	\$850.00 Flat fee plus expenses*
Training Full Day	\$850.00 Flat fee plus expenses*
Training Half Day	\$425 Flat Fee plus expenses
Replacement Parts	Refer to current price list

### System Modifications

<u>Modification</u>	<u>Labor Rate</u>
IP Address and other minor configuration changes	Applicable Rates above <sup>1</sup>
Customization Changes requiring Engineering Assistance	Quote, see PCR Process

<sup>1</sup> FS Supervisors will provide Level of Effort (man-hours, travel costs, etc.)

### Shipping Charges

The policy for shipping Non-Contract Repair Parts to the Customer from the Bloomington, MN Factory or the Ontario, CA Parts Depot is as follows:

1. Pricing for Repairable Replacement Parts is established with the understanding that the "Failed" Repairable Part will be returned to the Factory as "Trade In". Notify Customer of this prior to shipment.
2. Customer will be billed for all Repairable Parts Returns that are not returned to the factory within 14 working days.
3. Customers may choose to send Repairable Parts to Factory on a "Repair and Return" basis and will be billed at the established Repair Services Rate, plus any necessary repair parts.

All Customer orders beyond the original systems purchase order should take into consideration these rates when pricing. "Non-Contract Labor" refers to all labor provided to Customers/Companies without a Warranty or Maintenance Agreement in place. It also refers to any services not covered by a specific Maintenance Agreement.

**Prices are Subject to Change without Notice**



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  
**Date:** March 7, 2017  
**Re:** Renewal of Livescan Machine Annual Maintenance Agreement

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The annual maintenance contracts for the Livescan machines located in the Kings County Sheriff's Jail and the Kings County Juvenile Center will expire on or before June 30, 2017. Currently, our maintenance contracts are through Safran Morphotrust USA and to maintain the same level of 24/7 coverage on the two machines the cost would be \$15,790.

Attached is the quotation for maintenance agreements from July 1, 2017 through June 30, 2018, as well as the terms and conditions that would apply. The funding source for these contracts would be the CAL-Auto Fingerprint ID Fund in the County Treasurer's Department.

Sheriff Robinson requests authorization from your Board to recommend to the Board of Supervisors the purchase of two maintenance agreements for FY17/18, as detailed above.

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: 13521  
 QUOTE DATE: 02/10/17  
 CUSTOMER ID: BD-5556  
 PRICE LIST: SL-LAWENF

**COVERAGE**  
 START DATE: 07/01/17  
 END DATE: 06/30/18

**BILL TO:** KINGS COUNTY SHERIFF  
 1400 W LACEY BLVD

HANFORD, CA 93230  
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

**EQUIPMENT LOCATION:** KINGS COUNTY SHERIFF - 1570 KINGS COUNTY DR JAIL FACILITY HANFORD, CA 93230  
**5900-TPE-ED-M24** ANNUAL 24/7 MAINTENANCE  
 TPE-5900-ED 1 \$6,800.00

**EQUIPMENT LOCATION:** KINGS COUNTY SHERIFF - 1450 FORUM DR JAIL HANFORD, CA 93230  
**5900-TPE-ED-M24** ANNUAL 24/7 MAINTENANCE  
 TPE-5900-ED 1 \$6,800.00

**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 \_\_\_\_\_  
 Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.

**TOTAL:** 2 \$2,190.00  
**\$15,790.00**

**PLEASE CHECK PREFERRED BILLING:**     ANNUAL INVOICE    OR     QUARTERLY INVOICE    OR     MONTHLY INVOICE

NAME: DIANE HAUSER  
TITLE: Maintenance Contract Admin  
PHONE: (952) 979-8479  
FAX: (952) 852-8747  
EMAIL: DHauser@morphotrust.com

PO NUMBER: \_\_\_\_\_  
SIGNATURE BY: \_\_\_\_\_  
NAME(Print) / DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
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.

\*Without a contracted maintenance agreement, support and repairs are subject to these rates:

## MorphoTrust USA Customer Service Time and Material Rates

### Non-Contract Labor Rates

<u>Item</u>	<u>Labor Rate</u>
On-Site Support for Customers/End Users	\$200.00 per hour plus expenses*
On-Site Support for MORPHOTRUST USA Partners/Resellers	\$135.00 per hour plus expenses*
Help Desk Technical Support and Repair Services	\$130.00 per hour plus materials
Help Desk Technical Support and Repair Services Partners/Resellers for MORPHOTRUST USA Partners/Resellers	\$80.00 per hour plus materials

\* All Labor has 1 hour minimum. Additional expenses, see below.

### \*Additional Expense Rates

<u>Activity</u>	<u>Labor Rate</u>
Travel Time	\$80.00 per hour
Mileage	\$.65 per mile
Air Fare	Actual expense
Per Diem (Overnight Stay Only)	Actual expense

Included in Per Diem are Meals, Rental Vehicle, Parking, Toll, and Lodging

### Additional Services

<u>Service</u>	<u>Labor Rate</u>
Pre-Maintenance Site Inspection	\$850.00 Flat fee plus expenses*
Training Full Day	\$850.00 Flat fee plus expenses*
Training Half Day	\$425 Flat Fee plus expenses
Replacement Parts	Refer to current price list

### System Modifications

<u>Modification</u>	<u>Labor Rate</u>
IP Address and other minor configuration changes	Applicable Rates above
Customization Changes requiring Engineering Assistance	Quote, see PCR Process <sup>1</sup>

<sup>1</sup> FS Supervisors will provide Level of Effort (man-hours, travel costs, etc.)

### Shipping Charges

**The policy for shipping Non-Contract Repair Parts to the Customer from the Bloomington, MN Factory or the Ontario, CA Parts Depot is as follows:**

1. Pricing for Repairable Replacement Parts is established with the understanding that the "Failed" Repairable Part will be returned to the Factory as "Trade In". Notify Customer of this prior to shipment.
2. Customer will be billed for all Repairable Parts Returns that are not returned to the factory within 14 working days.
3. Customers may choose to send Repairable Parts to Factory on a "Repair and Return" basis and will be billed at the established Repair Services Rate, plus any necessary repair parts.

All Customer orders beyond the original systems purchase order should take into consideration these rates when pricing. "Non-Contract Labor" refers to all labor provided to Customers/Companies without a Warranty or Maintenance Agreement in place. It also refers to any services not covered by a specific Maintenance Agreement.

**Prices are Subject to Change without Notice**



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  
**Date:** March 7, 2017  
**Re:** Renewal of Livescan Machine Annual Maintenance Contracts

---

The annual maintenance contracts for the Livescan machines located in the Kings County Sheriff's Administration Office, Avenal Police Department, Corcoran Police Department, Hanford Police Department, and Lemoore Police Department will expire on or before June 30, 2017. Currently, our maintenance contracts are through Safran Morphotrust USA and to maintain the same level of coverage on all five machines for fiscal year 17-18, the cost would be \$35,001.

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 recommend to the Board of Supervisors a renewal for the existing maintenance contracts, as detailed above.

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: 13520  
 QUOTE DATE: 02/10/17  
 CUSTOMER ID: BD-5556  
 PRICE LIST: SL-LAWENF

**COVERAGE**

START DATE: 07/01/17  
 END DATE: 06/30/18

**BILL TO:** KINGS COUNTY SHERIFF  
 1400 W LACEY BLVD

HANFORD, CA 93230  
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

**EQUIPMENT LOCATION:** CORCORAN POLICE DEPARTMENT - 1031 CHITTENDEN AVE CORCORAN, CA 93212

**5900-TPE-ED-M95** ANNUAL 9/5 MAINTENANCE  
 TPE-5900-ED AEZ163001088 1 \$5,700.00

**PRT-DUP-M95** ANNUAL 9/5 MAINTENANCE  
 TPE-PRT-DUP 50103-01 1 \$342.00

**EQUIPMENT LOCATION:** KINGS COUNTY SHERIFF - 1444 W LACEY BLVD - ADMIN HANFORD, CA 93230

**5900-TPE-ED-M95** ANNUAL 9/5 MAINTENANCE  
 TPE-5900-ED AEZ163001086 1 \$5,700.00

**PRT-DUP-M95** ANNUAL 9/5 MAINTENANCE  
 TPE-PRT-DUP 50102-01 1 \$342.00

**EQUIPMENT LOCATION:** AVENAL POLICE DEPARTMENT - 317 E ALPINE ST AVENAL, CA 93204

**5900-TPE-ED-M95** ANNUAL 9/5 MAINTENANCE  
 TPE-5900-ED AEZ480001003 1 \$5,700.00

**EQUIPMENT LOCATION:** HANFORD POLICE DEPARTMENT - 425 N IRWIN ST HANFORD, CA 93230

**5900-TPE-ED-M95** ANNUAL 9/5 MAINTENANCE  
 TPE-5900-ED AEZ163001087 1 \$5,700.00

**PRT-DUP-M95** ANNUAL 9/5 MAINTENANCE  
 TPE-PRT-DUP 50100-01 1 \$342.00

**EQUIPMENT LOCATION:** LEMOORE POLICE DEPARTMENT - 657 FOX DR LEMOORE, CA 93245  
 5900-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE  
 TPE-5900-ED AEZ216001112 1 \$5,700.00

**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 \_\_\_\_\_  
 Secure ID, VPN, Other: Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

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

TOTAL: 5 \$5,475.00  
**\$35,001.00**

**PLEASE CHECK PREFERRED BILLING:**  ANNUAL INVOICE OR  QUARTERLY INVOICE OR  MONTHLY INVOICE

NAME: DIANE HAUSER  
 TITLE: Maintenance Contract Admin  
 PHONE: (952) 979-8479  
 FAX: (952) 852-8747  
 EMAIL: DHauser@morphotrust.com  
 PO NUMBER: \_\_\_\_\_  
 SIGNATURE BY: \_\_\_\_\_  
 NAME(Print) / DATE \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 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.

\*Without a contracted maintenance agreement, support and repairs are subject to these rates:

## MorphoTrust USA Customer Service Time and Material Rates

### Non-Contract Labor Rates

<u>Item</u>	<u>Labor Rate</u>
On-Site Support for Customers/End Users	\$200.00 per hour plus expenses*
On-Site Support for MORPHOTRUST USA Partners/Resellers	\$135.00 per hour plus expenses*
Help Desk Technical Support and Repair Services	\$130.00 per hour plus materials
Help Desk Technical Support and Repair Services Partners/Resellers for MORPHOTRUST USA Partners/Resellers	\$80.00 per hour plus materials

\* All Labor has 1 hour minimum. Additional expenses, see below.

### \*Additional Expense Rates

<u>Activity</u>	<u>Labor Rate</u>
Travel Time	\$80.00 per hour
Mileage	\$.65 per mile
Air Fare	Actual expense
Per Diem (Overnight Stay Only)	Actual expense

Included in Per Diem are Meals, Rental Vehicle, Parking, Toll, and Lodging

### Additional Services

<u>Service</u>	<u>Labor Rate</u>
Pre-Maintenance Site Inspection	\$850.00 Flat fee plus expenses*
Training Full Day	\$850.00 Flat fee plus expenses*
Training Half Day	\$425 Flat Fee plus expenses
Replacement Parts	Refer to current price list

### System Modifications

<u>Modification</u>	<u>Labor Rate</u>
IP Address and other minor configuration changes	Applicable Rates above
Customization Changes requiring Engineering Assistance	Quote, see PCR Process <sup>1</sup>

<sup>1</sup> FS Supervisors will provide Level of Effort (man-hours, travel costs, etc.)

### Shipping Charges

**The policy for shipping Non-Contract Repair Parts to the Customer from the Bloomington, MN Factory or the Ontario, CA Parts Depot is as follows:**

1. Pricing for Repairable Replacement Parts is established with the understanding that the "Failed" Repairable Part will be returned to the Factory as "Trade In". Notify Customer of this prior to shipment.
2. Customer will be billed for all Repairable Parts Returns that are not returned to the factory within 14 working days.
3. Customers may choose to send Repairable Parts to Factory on a "Repair and Return" basis and will be billed at the established Repair Services Rate, plus any necessary repair parts.

All Customer orders beyond the original systems purchase order should take into consideration these rates when pricing. "Non-Contract Labor" refers to all labor provided to Customers/Companies without a Warranty or Maintenance Agreement in place. It also refers to any services not covered by a specific Maintenance Agreement.

**Prices are Subject to Change without Notice**



# RAN BOARD/CAL-ID COMMITTEE

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-3211 EXT 2362

## AGENDA ITEM

March 1, 2017

**SUBMITTED BY:** District Attorney's Office – Robert Waggle, Chief D.A. Investigator

**SUBJECT:** AUTHORIZE THE RENEWAL OF INTELLIGENT LED POLICING (ILP)  
FACIAL RECOGNITION SOLUTION

### **SUMMARY:**

#### **Overview:**

Intelligent-led-Policing (ILP) sold by Vigilant Solutions provides Kings County Law Enforcement agencies with an in-field facial recognition system for the retrieval and transmittal of digital photographic images of persons who make contact with law enforcement in the field during traffic stops, DUI check points, or other encounters. ILP also has the capacity to interface with a companion solution that contains a license plate reader function. In March 2015, The Kings County RAN board approved funding for the purchase of this system. In order to keep this system operational, an annual service renewal is required. The cost for this renewal is \$47,995.00. It is requested the Kings County RAN board approve the funding for this annual renewal.

#### **Recommendation:**

**Consider approving \$47,995.00 to assist in the renewal of the ILP software package to be utilized by County Law Enforcement Agencies.**

#### **Fiscal Impact:**

\$47,995.00 from Fund 4602, Account #82228000.

### **BACKGROUND:**

Kings County Law Enforcement agencies are working together to more effectively investigate and prosecute driving under the influence crimes and auto theft in King County. A software and hardware package has been identified that aids local law enforcement in this endeavor. The solution is marketed as Intelligent-led-Policing (ILP) sold by Vigilant Solutions. This software and hardware package allows access by all Kings County Peace Officers to an infield facial recognition system for retrieval and transmittal of digital photographic images of persons who are booked as a result of having been arrested or charged with a crime.

(Con't)

**BOARD ACTION :**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed and adopted

on \_\_\_\_\_, 2017.

Angela Valenzuela, Clerk to the RAN Board

By \_\_\_\_\_, Deputy.

**March 1, 2017**

**AUTHORIZE THE RENEWAL OF INTELLIGENT LED POLICING (ILP) FACIAL RECOGNITION SOLUTION**

**PAGE 2 OF 3**

This solution identifies suspects in the field, on traffic stops, DUI check points and other law enforcement encounters. This software references digital photographs of suspect taken during the booking process for identification. The software and hardware package also aids local Law Enforcement in identifying, tracking and locating vehicles suspected of driving under the influence.

Kings County receives an annual allocation through the Homeland Security Grant Program. Each year, the County is tasked with determining viable projects under the grant program that seek to enhance the County's prevention, planning, mitigation, response and recovery efforts for natural and man-made disasters. The Homeland Security Grant Program requires that a minimum of 25% of each year's allocation be allocated to projects that benefit law enforcement agencies.

In 2015, the total project cost was \$133,221.75. The Kings County Homeland Security Approval Authority approved \$100,162.75 which paid for all of the hardware and a portion of the ILP software. The Approval Authority voted unanimously on January 26th 2015 to support the purchase of the Intelligent-led-Policing (ILP) software and hardware solution. The Kings County Homeland Security Approval Authority fully funded the cost of the license plate reader software, hardware, and analytics analysis of this data. The remaining cost and Facial Recognition feature of the system was funded by the Kings County RAN Board.

When this system was presented to OEM for Homeland Security funding justification, a terrorism nexus was utilized and OEM was assured that this was a sustainable project which would be funded by the District Attorney's Office in subsequent years. Should the project fail to continue, the District Attorney's Office would be asked to return the original funding back to Homeland Security. It was the intention of the District Attorney's Office to utilize funds received from the increase in DMV registration fees to pay for the renewal of this project. Due to the latency in receiving the fees, there is not enough funding to cover the Facial Recognition software renewal. There is no viable option to eliminate this software without significantly impacting the functionality of the entire system and project.

The Kings County RAN Board is being asked to purchase the Facial Recognition software renewal at a cost of \$47,995.00. The total renewal cost is \$69,240.75 with the difference being paid for by the Kings County District Attorney's Office through increased revenue generated by the DMV registration fees. This is a sole source purchase as the Vigilant ILP system is the only fully integrated system currently on the market that combines facial recognition, mobile access and also license plate reader hardware and software together.

Vigilant Solutions based in Livermore CA. Vigilant Solutions is a leading provider of advanced Solutions analytics solutions for law enforcement, advanced security and consumer behavior analysis applications. Furthermore, Vigilant Solutions specializes in diverse PC and DSP based applications of Advanced Solutions Analytics software and is an innovative developer of Solutions algorithm libraries and Solutions mining technologies.

Vigilant Solutions ILP program is the industry's first and only mobile and Smart Phone application. No other vendor has the products and resources that technically meet the type of standards required for such a solution. There is no other system currently available that offers facial recognition, LPR and mobile companion software equipment.



**March 1, 2017**

**AUTHORIZE THE RENEWAL OF INTELLIGENT LED POLICING (ILP) FACIAL RECOGNITION SOLUTION**

**PAGE 3 OF 3**

Vigilant Solutions is the exclusive software developer and manufacturer of similar systems used by agencies like: CA Highways Patrol, CO State Patrol, U.S. Military, SPAWAR Pacific, and many other Military and Law Enforcement Agencies. Every agency is satisfied with the fact that Vigilant Solutions is a sole source vendor.

If these funds are approved the entire renewal and agreement will be submitted to the Kings County Board of Supervisors for final approval.

		<b>Lehr Auto Electric</b> <b>4707 Northgate Blvd.</b> <b>Sacramento, California 95834</b> <b>(P) 916-267-5547</b>			
Attention:	Kings County DA	Date	6/10/2016		
Project Name:	ILP Renewal 1	Quote Number:	STA-0473-02		

## PROJECT QUOTATION

We at Lehr Auto Electric are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(1)	VS-FSHSL-3	<b>FaceSearch with Vigilant Image Gallery Access For up to 700 Sworn - Annual</b> <ul style="list-style-type: none"> <li>• Hosted access to agency/shared images and Vigilant Image Gallery</li> <li>• Agency wide</li> <li>• Image Enrollment Fees apply</li> </ul> Must be purchased with ILP VS-ILP-3M-RE below
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$47,995.00</b>

Qty	Item #	Description
(1)	VS-ILP-3M-RE	<b>Intelligence Led Policing Package (Reaper) - Up to 700 Sworn</b> <ul style="list-style-type: none"> <li>• CarDetector Mobile LPR Software for MDC Unit               <ul style="list-style-type: none"> <li>o Includes Mobile Hit Hunter Data Access Feature</li> </ul> </li> <li>• LEARN Software as a Service (SaaS) including:               <ul style="list-style-type: none"> <li>o LEARN Data Analytic Tools</li> <li>o Unlimited Commercial LPR data Access</li> <li>o Hosting, data and system management of LPR data</li> <li>o LEARN-Mobile Companion SmartPhone application (Android &amp; iPhone)</li> </ul> </li> <li>• First year Standard Service Package for hosted LPR server access</li> <li>• FaceSearch Hosted Facial Recognition               <ul style="list-style-type: none"> <li>o Image gallery of up to 50,000 images</li> </ul> </li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$16,415.00</b>

Qty	Item #	Description
(1)	Tax	Tax @7.5%
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$4,830.75</b>

### Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Complete system to be delivered within 30 days of AOR (After Receipt of Order).
3. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
4. Start Up and Training services are exclusive of travel costs - Cost to be borne BY OTHERS.
5. Central compute resource hardware sold separately unless explicitly stated above.
6. All hardware components to have standard One (1) year hardware warranty.

7. All software to have standard one (1) year warranty for manufacturer defects.
8. Compatibility with Vigilant Solutions hardware/software to be confirmed prior to sale.
9. This Quote does not include anything outside the above stated bill of materials.
10. Lehr is a Sole Source provider for Vigilant Solutions in CA, HI and NV - see attached

**Quoted by: Steve Adair - 916-267-5547 - [steve@lehrauto.com](mailto:steve@lehrauto.com)**

<b>Total Price</b> (Including sales tax)	<b>\$69,240.75</b>	
Accepted By:	Date:	P.O#



## Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this \_\_\_\_\_ Day of \_\_\_\_\_, 2017, by and between **Vigilant Solutions, LLC**, a Delaware company registered to conduct business in California, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and, the County of Kings, a political subdivision of the State of California, which includes law enforcement agencies ("LEAs"), and having its principal place of business at 1400 W. Lacey Blvd., Hanford, CA 93230 ("Affiliate").

**WHEREAS**, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets; and

**WHEREAS**, Vigilant provides access to license plate data as a value added component of the Vigilant law enforcement package of license plate recognition equipment and software; and

**WHEREAS**, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below); and

**WHEREAS**, Affiliate desires to license from and receive service for the Software Products provided by Vigilant.

**THEREFORE**, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

### I. Definitions:

**"CLK" or "Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant LPR hardware components and Software Products.

**"Effective Date"** means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

**"Software Products"** means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices.

**"Enterprise License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Service Agreement allows Affiliate to install the Software Products on an unlimited number of devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

**"User License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, limited to a single licensee.

**"Service Package"** means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.



**“Service Fee”** means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

**“Service Period”** has the meaning set forth in Section III (A) of this Agreement.

**“Technical Support Agents”** means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

**“LEA LPR Data”** refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

**“Private LPR Data”** refers to LPR data collected by private commercial sources and available on LEARN with a paid subscription.

## **II. Enterprise License Grant; Duplication and Distribution Rights:**

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III, below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

## **III. Term; Termination.**

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall



have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If, within thirty (30) days of written notice of violation from Vigilant, Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

#### **IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.**

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Agreement (the "Warranty Period") or one year. The Warranty Period shall renew upon the payment of fees due for the next year of service. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. Vigilant shall be responsible for labor charges for removal or reinstallation of defective software, charges for transportation and shipping or handling loss.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

#### **V. Software Support, Warranty, and Maintenance.**

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches, and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax, and telephone.



## VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

## VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

## VIII. Data Sharing.

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

## IX. Ownership of LPR Data.

Vigilant retains all title and rights to Private LPR Data. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate.

## X. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1):

Please 'Check'  
One (1) Option

Service Package - Basic LPR Service Package:



- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
  - LEARN, CarDetector and TAS

Service Package - Option # 1 – Standard LPR Service

Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone

application Service Package - Option # 2 – ‘Intelligence Led Policing (ILP)’

Service Package:

- All Service Package Option # 1 benefits
- Mobile or Fixed LPR hardware up to level of Tier (choice of either fixed or mobile packages, details in Exhibit A)
  - Reaper
  - Cameras
  - Raptor 3
  - Cameras
- Use of Vigilant Facial Recognition technologies up to level of Tier (details in Exhibit A)
  - FaceSearch Account
  - FaceSearch Mobile Companion
  - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 700 sworn officers, Tier 4 up to 2,000 sworn officers as well as Fusion Centers)
- States, Federal Agencies and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including, without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLKs at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:





Annual Service Fee Schedule (multiplied by number of CLK's Issued)				
Total # of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60
Basic Service	\$500.00	\$425.00	\$375.00	\$250.00
Standard (Option # 1)	\$725.00	\$615.00	\$540.00	\$365.00
ILP Subscriber CLK Renewal Fees	\$500.00	\$425.00	\$375.00	\$250.00

  

Annual Service Fee Schedule for Intelligence-Led Policing (ILP) Service Package		
Tier	Reaper	Raptor 3
ILP Tier 1 (Option # 2)	\$10,630	\$12,500
ILP Tier 2 (Option # 2)	\$27,260	\$29,500
ILP Tier 3 (Option # 2)	\$62,390	\$69,500
ILP Tier 4 (Option #2)	\$120,650	\$129,500

  

Annual Service Fee Schedule for Image Enrollment				
# of Images	Up to 250,000	250,001 to 500,000	500,001 to 1 Million	Over 1 Million
Per Image Fee	\$0.30	\$0.25	\$0.18	\$0.15

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Any and all taxes due shall be added to the invoice by Lehr, the supplier for Vigilant to Affiliate. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement, subject to an amendment of this Agreement, which is approved by the parties. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

C. Advanced Service Fee Payments. Vigilant Solutions will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another subject to an amendment of this Agreement, which is approved by the parties; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, (ii) the published rate of inflation in the United States for the prior year then ended, or (iii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period and the parties must agree



to the increase or decrease in a written amendment to this Agreement.

**XI. Miscellaneous.**

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, UNLESS VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES IN WRITING BY AFFILIATE.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Affiliate will not disassemble, decompile, or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

C. Assignment. Neither Vigilant Solutions nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the State of California without regard to its conflicts of law. Any and all disputes arising out of or concerning this Agreement shall be litigated in the County of Kings, California.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal,



unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses as set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

<p><b>Vigilant Solutions, LLC</b>          Attn: Sales Administration          2021 Las Positas Court - Suite # 101          Livermore, CA 94551</p>	<p><b>Affiliate: <u>Kings County District Attorney</u></b>          Attn: <u>Robert Waggle</u>          Address: <u>1400 W. Lacey Boulevard</u>  <u>Hanford, CA 93230</u></p>
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M. Authorized Representatives; Technical Support Agents. Affiliate’s Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate’s Authorized Representative is responsible for administering this Agreement and Affiliate’s Technical Support Agents are responsible for administering the Software Products and acting as Affiliate’s Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Director, Global Sales Operations

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Affiliate Organization: County of Kings

Authorized Agent: \_\_\_\_\_

Title: Chairman, Board of Supervisors

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## Enterprise Service Agreement

### Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:	Kings County District Attorney's Office		
Company / Agency Type:	Prosecution/Law Enforcement		
Address:	1400 W. Lacey Boulevard		
	Hanford, CA 93230		
Primary Contact			
Name:	Robert Waggle		
Title:	Chief Investigator	Phone:	559-852-2896
Email:	Robert.Waggle@co.kings.ca.us		
Supervisor Information			
Name:	Keith Fagundes		
Title:	District Attorney	Phone:	559-582-0326
Email:	Keith.Fagundes@co.kings.ca.us		
Financial Contact (Accounts Payable)			
Name:	Veronica Mello		
Title:	Fiscal Analyst	Phone:	559-852-4295
Email:	Veronica.Mello@co.kings.ca.us		
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

[sales@vigilantsolutions.com](mailto:sales@vigilantsolutions.com)

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

Part #	Item Description
<b>VS-ILP-1M-RE / VS-ILP-1M-R3</b>	<b>ILP Mobile Bundle for Agencies of Up to 100 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- One (1) 2-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 5,000 images</li> </ul>
<b>VS-ILP-1F-RE / VS-ILP-1F-R3</b>	<b>ILP Fixed Bundle for Agencies of Up to 100 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Two (2) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 5,000 images</li> </ul>
<b>VS-ILP-2M-RE / VS-ILP-2M-R3</b>	<b>ILP Mobile Bundle for Agencies of 51 to 200 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Two (2) 2-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 20,000 images</li> </ul>
<b>VS-ILP-2F-RE / VS-ILP-2F-R3</b>	<b>ILP Fixed Bundle for Agencies of 51 to 200 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Four (4) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 20,000 images</li> </ul>

<b>VS-ILP-3M-RE / VS-ILP-3M-R3</b>	<b>ILP Mobile Bundle for Agencies of 201 to 700 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Four (4) 2-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 50,000 images</li> </ul>
<b>VS-ILP-3F-RE / VS-ILP-3F-R3</b>	<b>ILP Fixed Bundle for Agencies of 201 to 700 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Eight (8) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 50,000 images</li> </ul>
<b>VS-ILP-4M-RE / VS-ILP-4M-R3</b>	<b>ILP Mobile Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Five (5) 2-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 100,000 images</li> </ul>
<b>VS-ILP-4F-RE / VS-ILP-4F-R3</b>	<b>ILP Fixed Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Ten (10) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 100,000 images</li> </ul>

Cal Auto Fingerprint ID - Fund 4600  
BUDGET FY17/18

CAL ID FINGERPRINT 4600 FUND		2015-16 ACTUAL	2016-17 BUDGET	2016-17 ACTUAL	2017-18 BUDGET
<b>Beginning Balance</b>		<b>150,789</b>	<b>76,135</b>	<b>76,135</b>	<b>121,079</b>
<b>Revenue</b>					
CAL Auto Fingerprint ID Revenue		37,628	44,378	47,000	48,000
Interest Revenue		935	993	750	1,000
<b>TOTAL REVENUE</b>		<b>38,564</b>	<b>45,371</b>	<b>47,750</b>	<b>49,000</b>
<b>Available Funds</b>		<b>189,353</b>	<b>121,505</b>	<b>123,885</b>	<b>170,079</b>
<b>Expenditures</b>					
<b>One Time Expenses:</b>					
New Machines KJC, Jail, & LPD		99,752			
<b>Total One Time Expenses:</b>		<b>99,752</b>			
<b>Ongoing Expenses</b>					
Administrative Time		408	408	408	408
Annual Maintenance Safran MorphoTrust		12,526	0	1,571	15,790
DDSI Mugshot Line		124	225	228	250
<b>Supplies:</b>					
Sheriff Jail System		408	500	500	500
Mugshot project			1000	1,000	1,000
<b>Total Ongoing Expenses</b>		<b>13,466</b>	<b>2,133</b>	<b>3,707</b>	<b>17,948</b>
<b>TOTAL EXPENDITURES</b>		<b>113,218</b>	<b>2,133</b>	<b>3,707</b>	<b>17,948</b>
<b>Ending Balance</b>		<b>76,135</b>	<b>119,372</b>	<b>120,179</b>	<b>152,131</b>



CAL ID FINGERPRINT \$1 DMV 4602 FUND		2015-2016 ACTUAL	2016-2017 BUDGET	2016-2017 ACTUAL	2017-18 BUDGET
<b>Beginning Balance</b>		311,269	313,196	313,196	316,542
<b>REVENUE</b>					
	DMV \$1 Fee Revenue	104,033	102,941	110,000	112,000
	Interest Revenue/Other Revenue	2,278	1,790	2,600	2,600
<b>TOTAL REVENUE</b>		106,311	104,731	112,600	114,600
<b>Available Funds</b>		<b>417,580</b>	<b>417,927</b>	<b>425,796</b>	<b>431,142</b>
<b>Expenditures</b>					
<b>One Time:</b>					
<b>Total One Time Expenses:</b>		0	0	0	0
<b>Ongoing Expenditures:</b>					
	CLETS Backbone Equipment for HPD, LPD & CPD	7,508	7,508	7,508	7,508
	Information Technology Dept. Support Services				
	Administrative Time	408	408	408	408
	Attachmate Software (30 licenses for Courts access)	1,073	1,075	1,030	1,050
<b>Maintenance Agreements:</b>					
	Annual Maintenance /Safran Morphotrust				
	City of Hanford System	7,052	7,052	7,052	7,052
	City of Avenal System	7,052	7,052	7,052	7,052
	Sheriff Dept. System	7,052	7,052	7,052	7,052
	City of Lemoore System			566	7,052
	City of Corcoran System	7,052	7,052	7,052	7,052
<b>Technician Expenses:</b>					
	Fingerprint Technician Salary & Benefits	62,710	63,525	65,000	66,300
	Fingerprint Technician Training/Expenses	4,478	7,500	7,000	7,500
<b>Total Ongoing Expenses</b>		104,385	108,224	109,720	118,026
<b>TOTAL EXPENDITURES</b>		<b>104,385</b>	<b>108,224</b>	<b>109,720</b>	<b>118,026</b>
<b>Ending Balance</b>		<b>313,196</b>	<b>309,703</b>	<b>316,076</b>	<b>313,116</b>