

# REGULAR MEETING OF THE CAL-ID/RAN BOARD

1400 W. Lacey Blvd. - Hanford, CA 93230  
Tel (559) 852-2375 FAX (559) 587-9935

*In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to Participate in this meeting, including agenda or other materials in an alternative format, please contact Sarah Poots, Administration Department at (559) 852-2375 by 3:00p.m. on the Friday prior to this meeting.*

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## Agenda

**Date:** March 3, 2021

**Time:** 2:00 p.m.

**Place:** Teleconference

### **COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19**

Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. On December 3, 2020, the State announced a regional Stay-At-Home order to slow the spread of COVID-19.

In response to the State's additional restrictions, and for the protection of the public's health, the Cal-ID/RAN Board will convene its public meeting via teleconference as detailed below. County facilities in which the CAL-ID/RAN Board normally convenes will be closed to the public until further notice.

Pursuant to Executive Orders, and to maintain the orderly conduct of the meeting, the CAL-ID/RAN Board will allow its members, staff, and interested members of the public to attend and participate in the meeting telephonically to the same extent as they would if able to be physically present to attend the meeting.

Members of the public who wish to participate in the meeting can do so by telephone, or by postal or electronic mail. Members of the public may provide public comment at the meeting by submitting comments as outlined below.

- **Telephone Access:** To access the meeting via a telephone, please call **(559) 852-2020**. When prompted to enter your collaboration code press **992380#** to join.
- For members of the public who wish to participate, but are unable to do by telephone, you may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk to the CAL-ID/RAN Board no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to [Sarah.Poots@co.kings.ca.us](mailto:Sarah.Poots@co.kings.ca.us). To submit such comments by U.S. Mail, please forward them to:

Clerk to the CAL-ID/RAN Board, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230

1. **CALL TO ORDER**

Committee Chairperson – Joe Neves

2. **INTRODUCTIONS**

3. **UNSCHEDULED APPEARANCES**

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Committee. Three (3) minutes are allowed for each item.

4. **GENERAL BUSINESS ITEMS:**

(a) Consider approving the minutes for the CAL-ID Committee meeting for March 4, 2020.

(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 renew maintenance agreements with Idemia Identity & Security (formerly known as MorphoTrust) for 2 Livescan machines located at the Kings County Jail and Juvenile Center (Both Hours are 24/7) from July 2021 through June 30, 2022.

(e) Sheriff – David Robinson/Cassandra Bakker

Consider recommending to the Board of Supervisors to renew maintenance agreements with Idemia Identity & Security (formerly known as MorphoTrust) for 6 Livescan machines located at the Kings County Sheriff's Office, Avenal, Corcoran, Hanford and Lemoore Police Departments (Hours 9/5) from July 2021 through June 30, 2022.

(f) Sheriff – David Robinson/Cassandra Bakker

Consider approving the Cal Auto Fingerprint ID Budget for Fiscal Year 2021/2022 (Fund 600030).

(g) Sheriff – David Robinson/Cassandra Bakker

Consider approving the Fingerprint ID \$1 DMV Budget for Fiscal Year 2021/2022 (Fund 600031).

5. **OTHER BUSINESS**

6. **NEXT MEETING**

The next Regular CAL ID meeting is scheduled for Wednesday, March 1, 2022 at 2:00 p.m. in the Administration multi-purpose room.

7. **ADJOURN**

# CAL-ID/RAN Board MEETING

March 4, 2020

## 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), Robert Waggle for Keith Fagundes, Robert Thayer for David Robinson, Parker Sever, Reuben Shortnacy, Randy Edmonson for Russel Stivers.

Also present: Cassandra Bakker, Kelly Zuniga, Carrie Woolley and Sarah Poots, Matthew Smith, Jeremy Waterman, John Devlin

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 September 24, 2019.

Motion to approve by Shortnacy, 2<sup>nd</sup> by Joe Neves, Unanimously approved.

(b) Consider selecting a Chairperson as established by the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003). **The position was open for nominations by Joe Neves, Reuben Shortnacy nominated Joe Neves, 2<sup>nd</sup> by Robert Thayer, no other nominees brought forth, nominations were closed. Reuben Shortnacy motion to approve, Robert Thayer 2<sup>nd</sup>, unanimously approved.**

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

**The position was open for nominations by Joe Neves, Reuben Shortnacy nominated Russel Stivers, 2<sup>nd</sup> by Robert Thayer, no other nominees brought forth, nominations were closed, Reuben Shortnacy motion to approve, Robert Thayer 2<sup>nd</sup>, unanimously approved.**

**(d) Sheriff – David Robinson/Cassandra Bakker**

Consider recommending to the Board of Supervisors to renew maintenance agreements with MorphoTrust for 2 Livescan machines located at the Kings County Jail and Juvenile Center (Both Hours are 24/7) for coverage through June 30, 2021.

**Cassandra Bakker from the Sheriff Department cleared up the effective dates of the contract through June 30, 2020. A motion was made to approve by Reuben Shortnacy, 2<sup>nd</sup> by Robert Thayer, Approved as amended.**

**(e) Sheriff – David Robinson/Cassandra Bakker**

Consider recommending to the Board of Supervisors to renew maintenance agreements with MorphoTrust for 5 Livescan machines located at the Kings County Sheriff's Office, Avenal, Corcoran, Hanford and Lemoore Police Departments (Hours 9/5) for coverage through June 30, 2021.

**Cassandra Bakker from the Sheriff Department cleared up the effective dates of the contract through June 30, 2020. A motion was made to approve by Reuben Shortnacy, 2<sup>nd</sup> by Robert Thayer, Approved as amended.**

**(f) Sheriff – David Robinson/Cassandra Bakker**

Consider approving the Cal Auto Fingerprint ID Budget (Fund 4600) for fiscal year 2020/2021.

**The budget was presented by Cassandra Bakker, A motion was made to approve by Reuben Shortnacy, 2<sup>nd</sup> by Robert Thayer, unanimously approved.**

**(g) Sheriff – David Robinson/Cassandra Bakker**

Consider approving the Fingerprint ID \$1 DMV Budget (Fund 4602) for fiscal year 2020/2021.

**The budget was presented by Cassandra Bakker, A motion was made to approve by Reuben Shortnacy, 2<sup>nd</sup> by Robert Thayer, Unanimously approved.**

**(h) Sheriff – David Robinson/Cassandra Bakker**

Consider approving an increase to the Fingerprint Technician's training budget for fiscal year 2019/2020

**The budget was presented by Cassandra Bakker, a motion was made to approve by Reuben Shortnacy, 2<sup>nd</sup> by Robert Thayer, unanimously approved.**

5. **OTHER BUSINESS**

Robert Thayer provided an update regarding Tulare County's NEC software. The system needs to be replaced and Kings County is currently piggy backing off Tulare's system. Tulare is working towards replacing the system.

No other business.

6. **NEXT MEETING**

The next Regular CAL ID meeting is scheduled for Wednesday, March 3, 2021 at 2:00 p.m. in the Administration Multi-Purpose room.

7. **ADJOURN**

The meeting adjourned at 2:22.



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 3, 2021  
**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, 2021. Currently, our maintenance contracts are through Idemia MorphoTrust USA (formerly known as Idemia Morphotrust USA and 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, 2021 through June 30, 2022, 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 BOS the renewal of two maintenance agreements for FY21/22, as detailed above.



**Idemia Identity & Security**

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:** 29665  
**QUOTE DATE:** 02/24/21  
**CUSTOMER ID:** BD-5556  
**PRICE LIST:** SL-LAWENF

**COVERAGE**

**START DATE:** 07/01/21  
**END DATE:** 06/30/22

**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**  
TPE-5900-ED

ANNUAL 24/7 MAINTENANCE

AEZ206001110 1 \$6,800.00

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

**5900-TPE-ED-M24**  
TPE-5900-ED

ANNUAL 24/7 MAINTENANCE

AEZ206001111 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.

2 \$2,190.00

**TOTAL: \$15,790.00**



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

NAME: DEBRA BLANCHARD  
TITLE: Maintenance Contract Admin  
PHONE: (952) 945-3302 Ext 5547  
FAX: (952) 852-8747  
EMAIL: DBlanchard@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**

**IDEMIA IDENTITY & SECURITY USA LLC**  
**SYSTEM MAINTENANCE TERMS AND CONDITIONS**

*for use with*

**U.S. End User Customers**

*covering*

**Idemia® 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 Idemia Identity & Security USA LLC’s (“Idemia”) current Maintenance Agreement Addendum (“Addendum”) with customer (“Customer”), Idemia, 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 Idemia 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 Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia’s technical support staff to resolve unique problems.
- Idemia 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 Idemia’s property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia 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 Idemia 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.

- Idemia 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 Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia 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 Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An “Update” means a new release of such System software components that are developed by Idemia 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. Idemia’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 Idemia’s Help Desk.
- Idemia’s Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia 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. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer’s facility within four (4) hours from the time the engineer is dispatched by Idemia’s Help Desk for customers located within a 100 mile radius of an authorized Idemia’s service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia 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 Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia 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. Idemia'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 Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia 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. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia'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 Idemia's then current rates.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia 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 Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia 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. Idemia's *Help Desk Maintenance Services* are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia 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 Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, 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 Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia'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 Idemia to be returned to Idemia, 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 Idemia within two (2) weeks after receipt of the replacement part. Idemia 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 Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia'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 Idemia's specifications for such System. Idemia 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 Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per

call basis in accordance with Idemia'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 Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia 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 Idemia 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 Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia 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 Idemia 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. Idemia's inspection will be billed at Idemia'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 Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia 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. Idemia will specify the hardware and third party software requirements for any Updates.

#### **IV. SERVICE CALLS**

Customer may contact Idemia'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 Idemia'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 Idemia'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 Idemia'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 Idemia'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 Idemia, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia'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**

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA 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 IDEMIA'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 IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA 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 IDEMIA 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 IDEMIA'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**

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

## **IX. MISCELLANEOUS**

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 Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Idemia.



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 3, 2021  
**Re:** Renewal of Livescan Machine Annual Maintenance Contracts

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The annual maintenance contracts for the Livescan machines located in the Kings County Sheriff's Administration Office, Avenal Police Department, Corcoran Police Department, Hanford Police Department, and Lemoore Police Department will expire on or before June 30, 2021. Currently, our maintenance contracts are through Idemia Identity & Security (formerly known as Idemia MorphoTrust USA and Safran MorphoTrust USA) and to maintain the same level of coverage on all six machines for fiscal year 21-22, the cost would be \$39,408.39. This includes a prorated amount for Corcoran PD's machine that is newer and has coverage until fall.

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 600031 in the County Treasurer's Department.

Sheriff Robinson requests authorization of your Board to recommend to the BOS that they renew the existing maintenance contracts, as detailed above.



**Idemia Identity & Security**

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:** 29666  
**QUOTE DATE:** 02/24/21  
**CUSTOMER ID:** BD-5556  
**PRICE LIST:** SL-LAWENF

**COVERAGE**

**START DATE:** 07/01/21  
**END DATE:** 06/30/22

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

HANFORD, CA 93230  
United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
<b>EQUIPMENT LOCATION:</b>	CORCORAN POLICE DEPARTMENT - 1031 CHITTENDEN AVE CORCORAN, CA 93212			
<b>5900-TPE-ED-M95</b>	ANNUAL 9/5 MAINTENANCE			
TPE-5900-ED		AEZ163001088	1	\$5,700.00
<b>PRT- DUP- M95</b>	ANNUAL 9/5 MAINTENANCE			
TPE-PRT-DUP		50103-01	1	\$342.00
<b>EQUIPMENT LOCATION:</b>	KINGS COUNTY SHERIFF - 1444 W LACEY BLVD - ADMIN HANFORD, CA 93230			
<b>5900-TPE-ED-M95</b>	ANNUAL 9/5 MAINTENANCE			
TPE-5900-ED		AEZ163001086	1	\$5,700.00
<b>PRT- DUP- M95</b>	ANNUAL 9/5 MAINTENANCE			
TPE-PRT-DUP		50102-01	1	\$342.00
<b>EQUIPMENT LOCATION:</b>	AVENAL POLICE DEPARTMENT - 317 E ALPINE ST AVENAL, CA 93204			
<b>5900-TPE-ED-M95</b>	ANNUAL 9/5 MAINTENANCE			
TPE-5900-ED		AEZ480001003	1	\$5,700.00
<b>EQUIPMENT LOCATION:</b>	HANFORD POLICE DEPARTMENT - 425 N IRWIN ST HANFORD, CA 93230			
<b>5900-TPE-ED-M95</b>	ANNUAL 9/5 MAINTENANCE			
TPE-5900-ED		AEZ163001087	1	\$5,700.00
<b>PRT- DUP- M95</b>	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:** CORCORAN POLICE DEPARTMENT - 911 HANNA AVE CORCORAN, CA 93212

**5600-TPE-ED-M95** ANNUAL 9/5 MAINTENANCE

TPE-5600-ED

AEY290902051 1 \$2,996.13

**EQUIPMENT LOCATION:** CORCORAN POLICE DEPARTMENT - 911 HANNA AVE CORCORAN, CA 93212

**PRT- DUP- M95** ANNUAL 9/5 MAINTENANCE

TPE-PRT-DUP

65741-002 1 \$316.26

**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.

6 \$6,570.00

**TOTAL: \$39,408.39**

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

NAME: JENNY PELAYO

PO NUMBER: \_\_\_\_\_

TITLE: Maintenance Contract Admin

SIGNATURE BY: \_\_\_\_\_

PHONE: (714) 764-3908

NAME(Print) / DATE \_\_\_\_\_

FAX: (952) 852-8747

TITLE: \_\_\_\_\_

EMAIL: Jenny.Pelayo@us.idemia.com

PHONE / FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

**IDEMIA IDENTITY & SECURITY USA LLC**  
**SYSTEM MAINTENANCE TERMS AND CONDITIONS**

*for use with*

**U.S. End User Customers**

*covering*

**Idemia® 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 Idemia Identity & Security USA LLC’s (“Idemia”) current Maintenance Agreement Addendum (“Addendum”) with customer (“Customer”), Idemia, 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 Idemia 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 Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia’s technical support staff to resolve unique problems.
- Idemia 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 Idemia’s property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia 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 Idemia 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.

- Idemia 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 Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia 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 Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An “Update” means a new release of such System software components that are developed by Idemia 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. Idemia’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 Idemia’s Help Desk.
- Idemia’s Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia 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. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer’s facility within four (4) hours from the time the engineer is dispatched by Idemia’s Help Desk for customers located within a 100 mile radius of an authorized Idemia’s service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia 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 Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia 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. Idemia'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 Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia 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. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia'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 Idemia's then current rates.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia 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 Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia 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. Idemia's *Help Desk Maintenance Services* are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia 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 Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, 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 Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia'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 Idemia to be returned to Idemia, 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 Idemia within two (2) weeks after receipt of the replacement part. Idemia 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 Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia'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 Idemia's specifications for such System. Idemia 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 Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per

call basis in accordance with Idemia'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 Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia 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 Idemia 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 Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia 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 Idemia 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. Idemia's inspection will be billed at Idemia'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 Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia 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. Idemia will specify the hardware and third party software requirements for any Updates.

#### **IV. SERVICE CALLS**

Customer may contact Idemia'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 Idemia'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 Idemia'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 Idemia'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 Idemia'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 Idemia, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia'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**

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA 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 IDEMIA'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 IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA 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 IDEMIA 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 IDEMIA'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**

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

## **IX. MISCELLANEOUS**

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 Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Idemia.



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 3, 2021  
**Re:** Request to approve the budget for the Cal Auto Fingerprint ID Fund (600030)

---

We would like to request RAN Board approval of the FY21-22 budget for the Cal Auto Fingerprint ID Fund 600030. The fund is projected to have a year end balance of \$196,804. Revenues have decreased slightly for this fund, possibly due to COVID-19 impacts and the inability of the public to pay for their fees. Interest rates have also dropped in the County Treasury pool. The FY21-22 budget estimates \$44,200 in revenues and \$16,550 in expenditures which would include the maintenance agreements pending your Board's approval today.



Cal Auto Fingerprint ID - Fund 600030 (formerly 4600)  
 BUDGET FY21/22

<b>CAL ID FINGERPRINT 600030 FUND</b>	<b>2019-2020 ACTUAL</b>	<b>2020-2021 BUDGET</b>	<b>2020-21 YE Estimates</b>	<b>2021-22 BUDGET</b>
<b>Beginning Balance</b>	<b>174,298</b>	<b>203,308</b>	<b>203,308</b>	<b>196,804</b>
<b>Revenue</b>				
CAL Auto Fingerprint ID Revenue	42,128	49,500	42,200	42,200
Interest Revenue	3,411	3,000	1,900	2,000
<b>TOTAL REVENUE</b>	<b>45,539</b>	<b>52,500</b>	<b>44,100</b>	<b>44,200</b>
<b>Available Funds</b>	<b>219,837</b>	<b>255,808</b>	<b>247,408</b>	<b>241,004</b>
<b>Expenditures</b>				
<b>One Time Expenses:</b>				
New Livescan Machine - CPD		34,060	34,060	0
<b>Total One Time Expenses:</b>	<b>0</b>	<b>34,060</b>	<b>34,060</b>	<b>0</b>
<b>Ongoing Expenses</b>				
Administrative Time	500	500	500	500
Annual Maintenance Safran MorphoTrust	15,790	15,790	15,790	15,790
DDSI Mugshot Line	239	250	254	260
<b>Supplies:</b>				
Sheriff Jail System	0	0	0	0
Mugshot project	0	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>16,529</b>	<b>50,600</b>	<b>50,604</b>	<b>16,550</b>
<b>Ending Balance</b>	<b>203,308</b>	<b>205,208</b>	<b>196,804</b>	<b>224,454</b>



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DAVID ROBINSON  
SHERIFF-CORONER  
PUBLIC  
ADMINISTRATOR

# Memorandum

**To:** RAN Board  
**From:** Dave Robinson, Sheriff  
**Date:** March 3, 2021  
**Re:** Request to approve the budget for the Cal ID Fingerprint \$1 DMV Fund (600031)

---

We would like to request RAN Board approval for the FY21-22 budget for the Cal ID Fingerprint \$1 DMV Fund 600031. The fund is projected to have a year end balance of \$339,789. This current fiscal year, revenues have slightly decreased primarily due to the interest rates dropping amongst the COVID-19 pandemic. The FY21-22 budget includes \$122,000 in total revenue and \$135,203 in total ongoing expenses. This would leave a year end balance of \$326,585 in June 2022. This budget does include the Livescan maintenance agreements that are pending the Board's approval today.

CAL ID FINGERPRINT \$1 DMV 600031 FUND	2019-20 ACTUALS	2020-21 BUDGET	20210-21 YE ESTIMATES	2021-22 BUDGET
<b>Beginning Balance</b>	328,604	341,880	341,880	339,789
<b>REVENUE</b>				
DMV \$1 Fee Revenue	112,177	116,000	117,834	118,000
Interest Revenue/Other Revenue	6,245	6,300	3,556	4,000
<b>TOTAL REVENUE</b>	118,422	122,300	121,390	122,000
<i>Available Funds</i>	<b>447,026</b>	<b>464,180</b>	<b>463,270</b>	<b>461,789</b>
<b>Expenditures</b>				
One Time:				
<b>Total One Time Expenses:</b>	0	0	0	0
<b>Ongoing Expenditures:</b>				
CLETS Backbone Equipment for HPD, LPD & CPD	1,877	7,550	7,508	7,550
Administrative Time	508	508	508	508
<b>Maintenance Agreements:</b>				
Annual Maintenance /Idemia:				
City of Hanford System	7,000	7,000	7,000	7,137
City of Avenal System	7,000	7,000	7,000	6,795
Sheriff's Office System	7,001	7,001	7,001	7,137
City of Lemoore System	7,000	7,000	7,000	6,795
City of Corcoran System	7,000	7,000	7,000	11,544
<b>Technician Expenses:</b>				
Fingerprint Technician Salary & Benefits	59,001	70,000	75,464	79,237
Fingerprint Technician Training/Expenses	8,759	8,500	5,000	8,500
<b>Total Ongoing Expenses</b>	105,146	121,559	123,481	135,203
<b>TOTAL EXPENDITURES</b>	<b>105,146</b>	<b>121,559</b>	<b>123,481</b>	<b>135,203</b>
<b>Ending Balance</b>	<b>341,880</b>	<b>342,621</b>	<b>339,789</b>	<b>326,585</b>
*FY19/20 Fingerprint Tech Salary was for partial year				