

# SPECIAL 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:** June 9, 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 April 21, 2021.

(b) Sheriff – David Robinson/Cassandra Bakker

Consider various options regarding current Livescan machines.

Option 1: Purchase new Livescan machines

Option 2: Lease Livescan machines

Option 3: Take no action and move forward with maintenance agreements previously approved.

5. **OTHER BUSINESS**

Members discussed whether the maintenance agreements were the best option or if there were better options to purchase and/or lease new machines. Cassie Bakker and Jeremy Waterman will do some research to see if there are better options.

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**

**SPECIAL MEETING OF THE CAL-ID/RAN Board**  
**April 21, 2021**  
**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 via teleconference.

Members present: Joe Neves (Chairman), Keith Fagundes, David Robinson, Gary Cramer for Reuben Shortnacy, and Russel Stivers.

Members absent: Parker Sever, Reuben Shortnacy, and Francisco Ramirez

Also present: Cassandra Bakker, Kelly Zuniga, Carrie Woolley, Michael Kendall, Sarah Poots, and 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 March 3, 2021.  
**Motion to approve by David Robinson, 2<sup>nd</sup> by Keith Fagundes, Unanimously approved.**

(b) Sheriff – David Robinson/Cassandra Bakker  
Consider amending the original recommendation (from the meeting held March 3, 2021) 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 December 31, 2021.  
**The maintenance agreement was presented by Cassandra Bakker from the Sheriff's Office. Motion to approve by David Robinson, 2<sup>nd</sup> by Gary Cramer, Unanimously approved.**

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

Consider amending the original recommendation (from the meeting held March 3, 2021) 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 December 31, 2021.

**The maintenance agreement was presented by Cassandra Bakker from the Sheriff's Office. A motion was made to approve by David Robinson, 2<sup>nd</sup> by Russel Stivers, Unanimously approved.**

5. **OTHER BUSINESS**

**No 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**

**The meeting adjourned at 2:24.**



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:** May 19, 2021  
**Re:** Consider various options regarding our current Livescan machines

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On April 21, 2021 at the RAN board special meeting, your board approved maintenance agreements with Idemia through December 31, 2021 for seven Livescan machines. During the meeting, there was a discussion in regards to whether or not the maintenance agreements were the best option at this point in time or if there were better options to purchase and/or lease new machines that would be coverable in the future. The Sheriff's Office has worked with Information Technology and Idemia to come up with a few options to present to your board. It is also important to note that if you choose to replace the machines, the ship date is 90+ days after completing purchase agreement documents, which would still need to be approved by the Kings County Board of Supervisors.

## OPTION 1:

Purchase new Livescan machines that will run on Windows 10 and be supportable in the future. Total cost of this purchase (not including sales tax) would be approximately \$137,000. Of that amount, \$42,984 (plus applicable sales tax) would be paid out of the Cal Auto Fingerprint ID Fund (Fund 600030) for the machines that would be located at the Kings Juvenile Center and the Kings County Jail. The remaining portion would be paid from the Cal-ID \$1 DMV Fund (Fund 600031) for the machines located at the Sheriff's Office Reception window and at each of the Police Department locations. First year maintenance coverage is included for the new machines. After year one, the annual ongoing maintenance agreement cost is about 40% lower

than the amount we currently pay. For example, the current 9-5 maintenance agreement on the existing machines costs \$6,050 annually. On a new Livescan machine, the maintenance cost goes down to about \$3,600 annually.

**OPTION 2:**

Consider selecting one of the various leasing options presented by Idemia through Municipal Leasing Consultants in order to proceed with replacing the Livescan machines. They offer three, four, and five year options for leasing at interest rates varying from 3.54% - 3.64% depending on the length of the lease. The Chief Information Officer in our IT Department also checked with Dell on their leasing rates and they could not beat the rates provided by Idemia. The lease would allow the costs to be spread over a few years but they do include interest. First year maintenance coverage is included for the new machines. After year one, the annual ongoing maintenance agreement cost is about 40% lower than the amount we currently pay. The three year lease option has a total cost of \$141,854.. The four year lease option has a total cost of \$144,393. The five year lease option has a total cost of \$147,031. None of the leasing amounts reflected sales tax on the Livescan Machines.

**OPTION 3:**

Consider taking no action and move forward with the maintenance agreements that were previously approved by your board at the last special meeting. These agreements would cover through December 31, 2021 and these machines would be on a "Time and Materials" basis starting January 1, 2022. The total cost of the maintenance agreements for the seven machines was \$25,396.

In the past, we have utilized the Cal Auto Fingerprint ID Fund for all purchases related to the institutions' Livescan machines located at the Kings County Jail and the Kings County Juvenile Center. As of today, the current balance for that fund (Fund 600030) is \$180,822. Historically, we have used the CAL-ID \$1 DMV Fund for Livescan related purchases and maintenance agreements for all machines located at the Sheriff's Office and the various Police Department locations. As of today, the current balance for that fund (Fund 600031) is \$328,654.

Sheriff Robinson requests that your board consider selecting one of the outlined options and recommend this option to the Kings County Board of Supervisors for their approval.

# **OPTION 1**

Purchase 7 Livescan Machines from Idemia



5515 East La Palma Avenue, Suite 100  
Anaheim CA 92807

May 6, 2021

**Jeremy Waterman**

Senior Systems Analyst  
County of Kings Information Technology Department

**Kings County Sheriff's Office**

1444 W Lacey Blvd

Hanford, CA

Tel: 559-852-2544

Email: [jeremy.waterman@co.kings.ca.us](mailto:jeremy.waterman@co.kings.ca.us)

**Reference No. IDCA-L050621-01A**

IDEMIA is pleased to provide Kings County Sheriff's Office with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard California Department of Justice (CAL-DOJ) software and workflows.

**IDEMIA's fully integrated LiveScan solution provides Kings County Sheriff's Office the following features and benefits:**

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State.
- ◆ Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All livescan configurations include on-site installation, training, and 1 year on-site warranty



## Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

Tenprint/Palmprint – Cabinet Adjustable Height		Table 1. Pricing	Price source: SL-LAWENF	
	Description	Price per Unit	Qty	Extended Price
TPE-5600-ED TPE-CSTX-CA001 TPE-CSTX-CAPALM TPE-COMX-NECFTP TP-HWOX-ADLNIC2 TP-IAT-CUSTOM 47FRT	<b>IDEMIA LiveScan System Cabinet AH Tenprint/Palmprint, including:</b> <ul style="list-style-type: none"> <li>◆ IDEMIA LiveScan System Software</li> <li>◆ FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology</li> <li>◆ Computer, Monitor, keyboard</li> <li>◆ Ruggedized Cabinet – Adjustable Height</li> <li>◆ <a href="#">PCI based 10/100 Ethernet LAN adapter</a></li> <li>◆ Standard Cal-DOJ defined Workflows and profiles.</li> <li>◆ Installation / On-site Training</li> <li>◆ <b>Warranty:</b> 1 Year <b>On-site Advantage</b> Solution warranty, 9X5, Next day on-site response and parts replacement</li> <li>◆ <b>Freight</b></li> </ul>	\$18,787	7	\$131,509
5600-TPE-ED-W24	◆ First year <i>warranty upgrade</i> to 24/7 coverage for the TPE-5600	\$1,850	3	\$5,550
<b>TOTAL Extended Price</b>				<b>\$137,059</b>

Current shipping is **90+** days after receipt by IDEMIA of Kings County Sheriff's Office completed pre-install documentation, or as otherwise scheduled.

## Options and Pricing

IDEMIA equipment options and pricing described in Table 2. Options Pricing

	Description	Unit Price
TPE-SWOX-DIXML	Demographic Interface (DI) allows XML files to be imported into LiveScan--XML format specific to IDEMIA. XML files can be pushed to LiveScan or pulled down via FTP, SMTP, or Windows File Share.	\$850
TPE-PRT-DUP	Printer Black & White Tenprint Card, Duplexer	\$1,325

## IDEMIA LiveScan System – Details

Item	Description
California Department of Justice Enterprise Customization	<ul style="list-style-type: none"> <li>◆ TOTS: APP CRM IDN</li> <li>◆ Cards: FD258-C/T FD249-C/T CA Hand-C/T</li> <li>◆ Other: Transmits to CADOJ NATMS</li> <li>◆ Return msg: No</li> <li>◆ California Touch Print Enterprise customization <a href="#">for palm capture</a></li> </ul>
TPE-COMX-NECFTP	◆ NATMS AFIS Protocol Support w/ FTP: Compression Support Package with FTP provides support for NEC NATMS Protocol Communications over TCP/IP/FTP Wide Area Network Connections w/ WSQ compression.

## Customer Responsibilities

Kings County Sheriff's Office is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ◆ Obtaining all required authorizations for connectivity.

## Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ◆ An inter-agency agreement between Kings County Sheriff's Office and applicable receiving agencies will be in place.
- ◆ Kings County Sheriff's Office will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Kings County Sheriff's Office's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

## Proposal Expiration: July 31, 2021

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all order correspondence, including Purchase Order, to:


**Terry Spalding**  
**IDEMIA**

5515 East La Palma Avenue, Suite 100  
Anaheim, CA 92807

**Email:** [terry.spalding@us.idemia.com](mailto:terry.spalding@us.idemia.com) | **Office:** (714) 238-2033 | **Mobile:** (714) 322-4425

We look forward to working with you.

Sincerely,



Michael Hash  
Vice President of Public Security, State & Local Government - IDEMIA

## Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
<b>Software Support 9X5*</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
<b>Hardware Support – On-site 9X5*</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
<b>Parts Support</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
<b>Software Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
<b>Hardware Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

\*Customer local time

By signing this signature block below, Kings County Sheriff's Office agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

**Signature Authorization for Order:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_

Total Purchase Price (including any Options): \$ \_\_\_\_\_

**PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).**

**Please provide Billing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Billing Contact name**  
\_\_\_\_\_  
**Telephone number (     )**  
\_\_\_\_\_

Check if Billing Address is same as Shipping Address:

**Please provide Shipping Address (if different from Billing Address):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Technical Contact name**  
\_\_\_\_\_  
**Telephone number (     )**  
\_\_\_\_\_

**Idemia Identity & Security USA LLC Short Form Sales Agreement**

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and \_\_\_\_\_, ("Customer"), having a place of

business at \_\_\_\_\_, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated \_\_\_\_\_. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$ \_\_\_\_\_, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual

of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights,. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

**Idemia Identity & Security USA LLC ("SELLER"):**

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**NAME ("CUSTOMER")**

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

### SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

### SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

### SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

### SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

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11.4. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

# **OPTION 2**

Consider various leasing options for replacing 7 Livescan  
Machines through Idemia and Municipal Leasing  
Consultants



May 18, 2021

Jeremy Waterman  
Senior Systems Analyst  
County of Kings Information Technology Department  
Kings County Sheriff's Office  
1444 W. Lacey Blvd  
Hanford, CA 93230

Dear Jeremy,

Municipal Leasing Consultants, an independent woman-owned business, is pleased to present the following proposal to lease certain capital equipment pursuant to the following terms and conditions:

**LESSOR:** Municipal Leasing Consultants, its Agents or Assignee

**LESSEE:** Kings County Sheriff's Office, CA

**EQUIPMENT:** Idemia LiveScan System

**EQUIPMENT COST:** \$137,059.00 Approximately

**PAYMENT STRUCTURES:** **Option 1: Tax-Exempt Lease Purchase**  
**Three (3) Years – Annual/Advance**  
**Three annual payments of \$47,284.55**  
First payment of \$47,284.55 due at closing/funding and annually thereafter.  
(I.e.,  $\$137,059.00 \times 0.344994 = \$47,284.55$ )

**RATE:** **3.54%**

**Option 2: Tax-Exempt Lease Purchase**  
**Four (4) Years – Annual/Advance**  
**Four annual payments of \$36,098.30**  
First payment of \$36,098.30 due at closing/funding and annually thereafter.  
(I.e.,  $\$137,059.00 \times 0.263378 = \$36,098.30$ )

**RATE:** **3.59%**

**Option 3: Tax-Exempt Lease Purchase**  
**Five (5) Years – Annual/Advance**  
**Five annual payments of \$29,406.10**  
First payment of \$29,406.10 due at closing/funding and annually thereafter.  
(I.e.,  $\$137,059.00 \times 0.214551 = \$29,406.10$ )

**RATE:** **3.64%**

*Please initial and circle the desired option.*

*As part of the proposal process, we encourage you to contact us to discuss the intricacies of our proposal and your specific goals. There are many variations available to our proposed financing structure, which can be "fine-tuned" as our dialog progresses.*

The preceding costs are estimates and thus, the payment amount would be changed in proportion to the actual cost. The Vendor(s) will be paid upon the Lessee's authorization and the execution of mutually acceptable documentation.

THE ABOVE QUOTES ARE FIXED FROM **MAY 18, 2021 TO JUNE 18, 2021** IN ANTICIPATION OF **CLOSING / FUNDING** BY THIS DATE. THEREAFTER, THE RATE WILL FLOAT AND NOT BE LOCKED IN UNTIL DOCUMENTS ARE PREPARED FOR CLOSING AND WILL BE BASED ON THE LIKE TERM SWAP RATES.

**EQUIPMENT ACCEPTANCE DATE:**

This proposal is based on both the assumption and the condition that any, and all equipment will be delivered to and accepted by Lessee prior to May 18, 2022.

**OPTION AT LEASE EXPIRATION:**

At the lease expiration, the Lessee shall have the right to purchase the equipment for One dollar (\$1.00), assuming the lease is not in default and all terms and conditions of the lease have been met.

**NET LEASE:**

This lease will be a net lease transaction with maintenance, acceptable insurance coverage, taxes and any legal fees the responsibility of the Lessee.

**LEASE AMORTIZATION SCHEDULE:**

Amortization schedules with separate principal and interest cost breakdown will be provided with the final documentation.

**WARRANTIES:**

Lessor is bidding only as to the provision of lease purchase financing for the purchase cost of the equipment and will have no responsibility to the Lessee or any other person for the selection, furnishing, delivery, servicing or maintaining of the equipment. All equipment manufacturer or vendor warranties will be passed to the Lessee under the agreement.

**NON-APPROPRIATION:**

The lease payments shall be subject to annual appropriation for each fiscal year.

**BANK OR NON-BANK QUALIFICATION:**

Lessee reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2021, will not exceed ten million (\$10,000,000.00) dollars.

**FINANCIAL STATEMENTS:**

*If applicable*, Lessee shall furnish Lessor with its financial statement for the last three (3) fiscal years and its current year fiscal budget.

**AUTHORIZED SIGNORS:**

The Lessee's governing board shall provide MLC with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.

**LEGAL OPINION:**

The Lessee's counsel shall furnish MLC with an opinion of counsel letter covering this transaction and the documents used herein.

**REIMBURSEMENT:**

If Lessee intends to be reimbursed for any equipment cost associated with this agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced and must qualify under the Treasury Regulation Section 1.150.2.

**DOCUMENTATION:**

All documentation will be provided by Lessor, its Agents or Assignee, and must be satisfactory to all parties concerned.

**ESCROW FUNDING:**

- *If applicable*, a Vendor Payable account will be established to make disbursements.

We will need the following prior to disbursements from escrow:

1. Payment Request and Acceptance Certificate signed by authorized signer
2. Vendor Invoice with payment instructions (wire or check)
3. W-9 for Vendor
4. Technology – Invoice with Serial Numbers
5. Insurance Certificate – Listing the applicable property and liability coverage and listing the lease number, equipment and any serial numbers.

**PREPAYMENT OPTION:**

The Lessee will have the option to prepay on any payment date for 103% of the remaining balance.

**BASIS OF PROPOSAL:**

This proposal is based upon financing being provided by Lessor and should not be construed nor relied upon as a commitment. Such a commitment is subject to formal credit review, approval, and execution of mutually acceptable documentation. The contract, and not the proposal, will set forth the agreement between the parties.

We appreciate the opportunity to provide this proposal and look forward to working with you in the future. If the foregoing meets with the County’s approval, please date, and sign the acceptance below and return the signed proposal to the undersigned via email or fax to 802-372-4775 and subsequently remit payment of \$795.00 for the Documentation Fee. Failure to consummate the transaction after credit approval will result in a \$795 cancellation fee. Formal credit approval will be pursued upon receipt of the signed proposal and complete credit package. **Credit approval normally takes ten (10) to fourteen (14) business days.**

If you have any questions or need further information, please do not hesitate to contact me at 802-372-8435.

The foregoing is acknowledged and accepted as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Kings County Sheriff’s Office, CA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sincerely,  
*Reneé Piché*  
Reneé M. Piché  
President

## Kings County 3 years Advance

Compound Period ..... : Annual

Nominal Annual Rate .... : 3.540 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	06/18/2021	137,059.00	1		
2 Payment	06/18/2021	47,284.55	3	Annual	06/18/2023

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	06/18/2021				137,059.00
1	06/18/2021	47,284.55	0.00	47,284.55	89,774.45
2021 Totals		47,284.55	0.00	47,284.55	
2	06/18/2022	47,284.55	3,178.02	44,106.53	45,667.92
2022 Totals		47,284.55	3,178.02	44,106.53	
3	06/18/2023	47,284.55	1,616.63	45,667.92	0.00
2023 Totals		47,284.55	1,616.63	45,667.92	
Grand Totals		141,853.65	4,794.65	137,059.00	

## Kings County 4 years Advance

Compound Period ..... : Annual

Nominal Annual Rate .... : 3.590 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	06/18/2021	137,059.00	1		
2 Payment	06/18/2021	36,098.30	4	Annual	06/18/2024

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 06/18/2021				137,059.00
1 06/18/2021	36,098.30	0.00	36,098.30	100,960.70
2021 Totals	36,098.30	0.00	36,098.30	
2 06/18/2022	36,098.30	3,624.49	32,473.81	68,486.89
2022 Totals	36,098.30	3,624.49	32,473.81	
3 06/18/2023	36,098.30	2,458.68	33,639.62	34,847.27
2023 Totals	36,098.30	2,458.68	33,639.62	
4 06/18/2024	36,098.30	1,251.03	34,847.27	0.00
2024 Totals	36,098.30	1,251.03	34,847.27	
Grand Totals	144,393.20	7,334.20	137,059.00	

## Kings County 5 years Advance

Compound Period ..... : Annual

Nominal Annual Rate .... : 3.640 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	06/18/2021	137,059.00	1		
2 Payment	06/18/2021	29,406.10	5	Annual	06/18/2025

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 06/18/2021				137,059.00
1 06/18/2021	29,406.10	0.00	29,406.10	107,652.90
2021 Totals	29,406.10	0.00	29,406.10	
2 06/18/2022	29,406.10	3,918.57	25,487.53	82,165.37
2022 Totals	29,406.10	3,918.57	25,487.53	
3 06/18/2023	29,406.10	2,990.82	26,415.28	55,750.09
2023 Totals	29,406.10	2,990.82	26,415.28	
4 06/18/2024	29,406.10	2,029.30	27,376.80	28,373.29
2024 Totals	29,406.10	2,029.30	27,376.80	
5 06/18/2025	29,406.10	1,032.81	28,373.29	0.00
2025 Totals	29,406.10	1,032.81	28,373.29	
Grand Totals	147,030.50	9,971.50	137,059.00	



# You Have the **POWER** to **MAXIMIZE** Your Budget



Lease-Purchase  
and Bond Financing

*MLC offers powerful tools and financing solutions to jump start your energy project.*

## ESPC - Energy Savings Performance Contracts

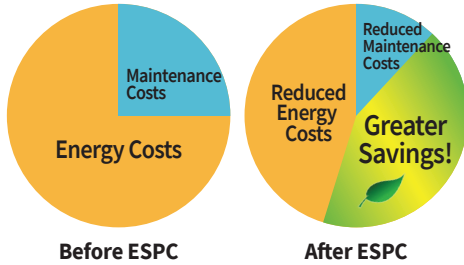
## Energy Efficiency Projects

## Renewable Energy Projects

### The Budget-Neutral Solution

### Smart Tech = Big Savings

### More Cost-Effective Than Ever



FAST,  
FLEXIBLE  
AND YOU RETAIN  
**Full  
Ownership!**



Energy-efficient upgrades are paid from the cost savings resulting from these energy system improvements over a set term.

At the end of the ESPC, the customer owns all of the improvements and receives all of the continuing energy cost savings.

- Energy Performance Contracts
- LED Lighting and Street Lighting
- Water/Wastewater Treatment Facilities
- Energy-Efficient HVAC Upgrades
- Building Envelope Upgrades
- Smart Energy Control Systems

- Solar and Wind Power Installations
- Energy Storage Systems (Battery, Pumped Hydro, and more)
- Cogeneration Systems
- Microgrid Projects
- Geothermal Projects
- Water (Hydro) Projects

MLC has helped finance over \$2 billion over the past 26 years, and over \$800 million in energy efficiency projects. If we helped you finance a project in the past, or you are looking to finance a new ESPC, Energy Efficiency or Renewable Energy Project, please

contact us today for a fast, no-cost analysis to show you the savings. Interest rates are at an all-time low and refinancing could free up much needed money to help cover essential operational costs or consider new energy performance projects.

**PowerofLeasing.com**  
**PowerOfEnergyFinancing.com**  
 Email: **Info@PowerofLeasing.com**  
 Or call us today and we can discuss your upcoming project.  
**802.372.8435**





# MLC

Municipal Leasing Consultants  
[powerofleasing.com](http://powerofleasing.com)

Since 1981, MLC has helped cities, towns and schools across America continue to grow and thrive. With today's budgetary challenges, cost-effective financing options are more important than ever. MLC specializes in arranging tax-exempt installment financing to help meet the needs of your community. Our competitive rates and flexible lease terms are custom-tailored to your specific budgetary requirements

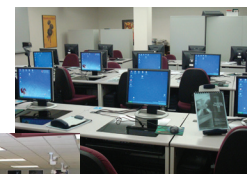
We all agree that schools in our communities deserve modern equipment, educational materials, and building upgrades. This gives students the best possible learning environment and the tools for future success. With the help of leasing, you can continue to periodically upgrade and expand your equipment, facilities, and technology.

We take great pride in helping you find cost-effective ways to get essential equipment, technology, vehicles, infrastructure improvements, and energy-efficient upgrades. Simply put, we offer real-world solutions to the challenges that all communities — big and small — face everyday.

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Phone: **802.372.8435**  
FAX: 802.372.4775  
Email: [renee.piche@powerofleasing.com](mailto:renee.piche@powerofleasing.com)  
Municipal Leasing Consultants  
7 Old Town Lane  
Grand Isle, VT 05458

## Let MLC help you discover **the Power of Lease-Purchase Financing**



### TYPES OF LEASES

#### *Straight Lease/True Lease*

- Lease Rental, no equity built
- Definite term (12-60 months)
- No purchase option, or option to purchase at end of term for FMV or agreed upon price
- Typically offered through the vendor, payments may include maintenance and service

#### *Lease Purchase/Installment Purchase*

- Build equity with each payment
- Definite term (2-20 years) Level Payments (annual, semi-annual, quarterly, monthly)
- Ownership at the end of the term at no cost or nominal cost (\$1)
- Low interest rates



### WHO ARE THE LEASING PARTICIPANTS?

#### *Any state or local government or political subdivision, including:*

- State agencies, cities, towns & counties
- School districts, fire districts and volunteer fire departments
- Hospitals, water and sewer districts
- Qualified 501(c)(3) entities and many other municipal authorities

### WHAT CAN BE LEASED?

#### *Virtually anything essential to your municipality including:*

- Energy Efficiency Projects
- Vehicles
- Information Technology
- Public Safety
- Real Estate & Bldg. Maintenance



### WHY CHOOSE MUNICIPAL LEASING?

- Leasing is an attractive and financially viable option for many municipalities
- Provides effective solutions during revenue shortfalls and other unexpected situations
- Promptly acquire modern equipment and technology upgrades and continue to provide quality public services
- Leasing is not considered debt, it is a line item in your budget
- It is annually appropriated
- The lease term is tied to the useful life of the equipment
- Lower cost to administer a lease versus a bond
- Build equity – 100% ownership



### WHEN IS A LEASE NEEDED?

- When funding must be obtained quickly and economically, leasing is often the perfect solution
- Leasing also helps avoid the time, expense and uncertainty of bond issues
- Equipment can be delivered in phases while benefiting from consistent lease rates

### HOW IS A LEASE OBTAINED?

- MLC's convenient bid/quote process helps you quickly obtain the equipment you need
- We specialize in providing the most economical financing for your needs
- Our unique flexibility and excellent customer service makes it a seamless process

### SUMMARY / ADVANTAGES TO LEASE-FINANCING

- No debt created
- Typically, no voter approval
- Conserves working capital
- Builds equity
- Full ownership
- Flexible, convenient, cost effective



*Questions & Comments Welcome!*



## Municipal Lease vs. Bond Issues

### Municipal Lease

### Bond Issue

Municipal Lease	Bond Issue
<p><b>Voter Approval</b></p> <p><b>Voter approval not needed.</b></p> <ul style="list-style-type: none"> <li>• Funding comes from annual operating budget</li> <li>• Non-appropriation clause provides cancellation provision if future funds are not available</li> </ul>	<p><b>Need voter approval.</b></p> <ul style="list-style-type: none"> <li>• Risk loss of referendum</li> <li>• Cost of election and advertising</li> <li>• Cost of delay, inflation</li> </ul>
<p><b>Issuance Cost</b></p> <p>A lease APR <b>compares favorably</b> with Bond issues when issuance costs and staff time are taken into consideration.</p>	<p>Issuance cost will be <b>high</b> and measurably affects true borrowing rates. Issuance cost is 1-2% and includes fees for items such as:</p> <ul style="list-style-type: none"> <li>• Bond counsel</li> <li>• Underwriter</li> <li>• Rating Agency</li> <li>• Printing costs</li> <li>• Reserve fund of Bond financing</li> </ul>
<p><b>Term</b></p> <p>Proves effective for terms <b>20 years</b> and under less than <b>\$30 million</b>.</p>	<p>Appropriate for large issues and for long terms to lock in low rates.</p>
<p><b>Fees</b></p> <p><b>No additional fees</b> or reporting requirements. No Reserve Fund.</p>	<p>Costs continue after bonds are sold:</p> <ul style="list-style-type: none"> <li>• Trustee <b>fees</b></li> <li>• Compliance reports</li> <li>• Footnote disclosure and added audit fees</li> <li>• Periodic rating agency reviews and <b>fees</b></li> </ul>

<b>Covenants</b>	Leases renew on a year-to-year basis and are dependent on annual operation budget for funding thus are not considered debt. Keeps future bond alternatives open.	<b>Restricts future bond issues</b> because of covenant constraints.
<b>Buy-Out</b>	Early buyout options are available on any payment date.	Generally, will have <b>call provisions</b> with <b>prepayment penalties</b> after a period of time.
<b>Dollar Amount</b>	Finance only what is needed. 100% financing.	Bond issues may not exactly match capital needs. <b>Excess</b> bond proceeds may end up in general fund and <b>earn less</b> than the borrowing rate or general funds will be used to make up balance of cash needed.
<b>Termination</b>	Provides ability to terminate <b>without penalty</b> if funding is not available.	Commits the government entity to fixed payments regardless of local economy cycles.
<b>Useful Life</b>	<b>Matches</b> expected useful life of leased property to the term of lease.	Bond term may <b>exceed life</b> of equipment.
<b>Payments</b>	Flexible payments structured to start when project accepted/installed. Designed to meet your needs (monthly, quarterly, semi-annually or annually).	Typically, semi-annual only payments start prior to project acceptance.
<b>Rates</b>	Fixed rates quoted prior to funding, typically held for 30 days. Rate lock option available.	Exact rates unknown prior to funding.

Bylaws of the  
Kings County RAN Board

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

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

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

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

6. Voting: Participation.

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

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

7. Meetings

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

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

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

Adopted July 29, 2003

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