

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

Wednesday, April 20, 2022

9:00 a.m.

**Board of Supervisors Chambers
Kings County Government Center
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 selecting a Chairperson as established by the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003).
 - (b) Consider selecting a Vice-Chair, as established by the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003).
 - (c) Consider selecting an at-large member chosen by the other members, as established by the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003).
 - (d) Consider approving the minutes for the CAL-ID Committee meeting for June 9, 2021.
 - (e) Sheriff – David Robinson/Cassandra Bakker
Consider recommending to the Board of Supervisors to renew maintenance agreements with Idemia Identity & Security for 1 Livescan machine located at the Kings County Sheriff's Jail (Hours 24/7) for coverage from December 2022 through December 2023, and for 1 Livescan machine at the Kings County Juvenile Center (Hours 24/7) for coverage from November 2022 through November 2023.

(f) Sheriff – David Robinson/Cassandra Bakker

Consider recommending to the Board of Supervisors to renew maintenance agreements with Idemia Identity & Security for 6 Livescan machines (Hours 9/5) located as follows:

- 1 machine located at the Kings County Sheriff's Administration Office for coverage from November 2022 through November 2023.
- 1 machine located at the Avenal Police Department for coverage from December 2022 through December 2023.
- 1 machine located at the Corcoran Police Department for coverage from December 2022 through December 2023.
- 1 machine located at the Corcoran Police Department for coverage from July 2022 through July 2023.
- 1 machine located at the Hanford Police Department for coverage from December 2022 through December 2023.
- 1 machine located at the Lemoore Police Department for coverage from December 2022 through December 2023.

(g) Sheriff – David Robinson/Cassandra Bakker

Consider approving the Cal Auto Fingerprint ID Budget (Fund 600030)

(h) Sheriff – David Robinson/Cassandra Bakker

Consider approving the Fingerprint ID \$1 DMV Budget (Fund 600031)

5. **OTHER BUSINESS**

6. **NEXT MEETING**

The next Regular CAL ID meeting is scheduled for Wednesday, March 1, 2023, at 2:00 p.m. in the Administration Multi-Purpose room.

7. **ADJOURN**

SPECIAL MEETING OF THE CAL-ID/RAN Board

June 9, 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, Parker Sever, Gary Cramer for Reuben Shortnacy, and Russel Stivers.

Members absent: David Robinson, Reuben Shortnacy, and Francisco Ramirez

Also present: Cassandra Bakker, Kelly Vernon, Carrie Woolley, Michael Kendall, Sarah Poots, Jeremy Waterman 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 April 21, 2021. **Motion to approve by Keith Fagundes, 2nd by Parker Sever, Unanimously approved.**

(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.

The options were presented by Cassandra Bakker from the Sheriff's Office. Motion to approve option 1 by Russel Stivers, 2nd by Parker Sever, Unanimously approved.

5. **OTHER BUSINESS**

No other business.

6. **NEXT MEETING**

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

7. **ADJOURN**

The meeting adjourned at 2:30.



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: April 20, 2022
Re: Renewal of Livescan Machine Annual Maintenance Agreement

The annual maintenance contracts for the Livescan machines located in the Kings County Sheriff's Jail and the Kings County Juvenile Center will expire in November 2022 and December 2022. Currently, our maintenance contracts are through Idemia and to maintain the same level of 24/7 coverage on the two machines the cost would be \$8,320.

Attached is the quotation for maintenance agreements from November 2022 – November 2023 for the Probation system and December 2022 – December 2023 for the system in the Kings County Jail, 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 FY22/23, 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: 34990
QUOTE DATE: 03/30/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 11/09/22
END DATE: 11/08/23

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 PROBATION - 1450 FORUM DR HANFORD, CA 93230

5600-TPE-ED-M24
TPE-5600-ED

ANNUAL 24/7 MAINTENANCE

AEY421902076 1 \$4,160.00

TOTAL: \$4,160.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
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NAME: SUSAN NOISSEAU

TITLE: Maintenance Contract Admin

PHONE: (518) 608-1383

FAX: (952) 852-8747

EMAIL: Susan.Noisseau@us.idemia.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
 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: 35074
QUOTE DATE: 03/31/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 12/15/22
END DATE: 12/14/23

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 JAIL - 1570 KINGS COUNTY DR HANFORD, CA 93230

5600-TPE-ED-M24 ANNUAL 24/7 MAINTENANCE

TPE-5600-ED

AEY481902083 1 \$4,160.00

TOTAL: \$4,160.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
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NAME: SUSAN NOISSEAU

TITLE: Maintenance Contract Admin

PHONE: (518) 608-1383

FAX: (952) 852-8747

EMAIL: Susan.Noisseau@us.idemia.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: April 20, 2022
Re: Renewal of Livescan Machine Annual Maintenance Contracts

The annual maintenance contracts for the Livescan machines located in the Kings County Sheriff's Administration Office, Avenal Police Department, (2) machines at Corcoran Police Department, Hanford Police Department, and Lemoore Police Department will expire during various times of 2022. Corcoran PD's older but new machine expires July 29th while all other machines expire one year after their delivery date (November – December 2022). Currently, our maintenance contracts are through Idemia Identity & Security and to maintain the same level of coverage on all six machines for fiscal year 22-23, the cost would be \$19,782.

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: 35094
QUOTE DATE: 03/31/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 12/15/22
END DATE: 12/14/23

BILL TO: KINGS COUNTY SHERIFF
 1400 W LACEY BLVD

 HANFORD, CA 93230
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
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EQUIPMENT LOCATION: LEMOORE POLICE DEPARTMENT - 657 FOX ST LEMOORE, CA 93425
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY491902084 1 \$3,240.00

TOTAL: \$3,240.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
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NAME: SUSAN NOISSEAU
 TITLE: Maintenance Contract Admin
 PHONE: (518) 608-1383
 FAX: (952) 852-8747
 EMAIL: Susan.Noisseau@us.idemia.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



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**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 35075
QUOTE DATE: 03/31/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 11/09/22
END DATE: 11/08/23

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 - 1444 W LACEY BLVD HANFORD, CA 93230
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY431902078 1 \$3,240.00

TOTAL: \$3,240.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
--	---	----	--	----	--

NAME: SUSAN NOISSEAU
 TITLE: Maintenance Contract Admin
 PHONE: (518) 608-1383
 FAX: (952) 852-8747
 EMAIL: Susan.Noisseau@us.idemia.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
 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: 35093
QUOTE DATE: 03/31/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 12/17/22
END DATE: 12/16/23

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

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

AEY491902087 1 \$3,240.00

TOTAL: \$3,240.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
--	---	----	--	----	--

NAME: SUSAN NOISSEAU
 TITLE: Maintenance Contract Admin
 PHONE: (518) 608-1383
 FAX: (952) 852-8747
 EMAIL: Susan.Noisseau@us.idemia.com

PO NUMBER: _____
 SIGNATURE BY: _____
 NAME(Print) / DATE: _____
 TITLE: _____
 PHONE / FAX: _____
 EMAIL: _____

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 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: 35095
QUOTE DATE: 03/31/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 12/08/22
END DATE: 12/07/23

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: CORCORAN POLICE DEPARTMENT - 911 HANNA AVE CORCORAN, CA 93212

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

AEY441902080 1 \$3,240.00

TOTAL: \$3,240.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
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NAME: SUSAN NOISSEAU
 TITLE: Maintenance Contract Admin
 PHONE: (518) 608-1383
 FAX: (952) 852-8747
 EMAIL: Susan.Noisseau@us.idemia.com

PO NUMBER: _____
 SIGNATURE BY: _____
 NAME(Print) / DATE: _____
 TITLE: _____
 PHONE / FAX: _____
 EMAIL: _____

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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: 34477
QUOTE DATE: 02/15/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 07/29/22
END DATE: 07/28/23

BILL TO: KINGS COUNTY SHERIFF
 1400 W LACEY BLVD

 HANFORD, CA 93230
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION: CORCORAN POLICE DEPARTMENT - 911 HANNA AVE CORCORAN, CA 93212				
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY290902051	1	\$3,240.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TPE-PRT-DUP		65741-002	1	\$342.00
TOTAL:				\$3,582.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
--	---	----	--	----	--

NAME: DOMINIQUE LESURE
TITLE: Maintenance Contract Admin
PHONE: (714) 238-2043
FAX: (952) 852-8747
EMAIL: Dominique.Lesure@us.idemia.com

PO NUMBER: _____
SIGNATURE BY: _____
NAME(Print) / DATE: _____
TITLE: _____
PHONE / FAX: _____
EMAIL: _____

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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: 35092
QUOTE DATE: 03/31/22
CUSTOMER ID: BD-5556
PRICE LIST: SL-LAWENF

COVERAGE

START DATE: 12/26/22
END DATE: 12/25/23

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: AVENAL POLICE DEPARTMENT - 317 E ALPINE ST AVENAL, CA 93204
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY491902085 1 \$3,240.00

TOTAL: \$3,240.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
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NAME: SUSAN NOISSEAU
 TITLE: Maintenance Contract Admin
 PHONE: (518) 608-1383
 FAX: (952) 852-8747
 EMAIL: Susan.Noisseau@us.idemia.com

PO NUMBER: _____
 SIGNATURE BY: _____
 NAME(Print) / DATE: _____
 TITLE: _____
 PHONE / FAX: _____
 EMAIL: _____

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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: April 20, 2022
Re: Request to approve the budget for the Cal Auto Fingerprint ID Fund (600030)

We would like to request RAN Board approval of the FY22-23 budget for the Cal Auto Fingerprint ID Fund 600030. The fund is projected to have a year end balance of \$182,691. 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. However, with the purchase of the new livescan machines, maintenance costs have also decreased by \$7,470 for the year. The FY22-23 budget estimates \$36,704 in revenues and \$9,080 in expenditures which would include the maintenance agreements pending your Board's approval today.

CAL ID FINGERPRINT 600030 FUND	2020-2021 ACTUAL	2021-2022 BUDGET	2021-22 YE Estimates	2022-2023 BUDGET
Beginning Balance	203,308	192,415	192,415	182,691
Revenue				
CAL Auto Fingerprint ID Revenue	38,183	42,200	35,380	42,200
Interest Revenue	1,558	2,000	1,324	2,000
TOTAL REVENUE	39,741	44,200	36,704	44,200
Available Funds	243,049	236,615	229,119	226,891
Expenditures				
One Time Expenses:				
New Livescan Machines	34,064	46,100	45,673	0
Total One Time Expenses:	34,064	46,100	45,673	0
Ongoing Expenses				
Administrative Time	500	500	500	500
Annual Maintenance Idemia	15,790	15,790	0	8,320
DDSI Mugshot Line	281	250	254	260
Supplies:				
Sheriff Jail System	0	0	0	0
Mugshot project	0	0	0	0
Total Ongoing Expenses	16,571	16,540	754	9,080
TOTAL EXPENDITURES	50,635	62,640	46,427	9,080
Ending Balance	192,415	173,975	182,691	217,811



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: April 20, 2022
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 FY22-23 budget for the Cal ID Fingerprint \$1 DMV Fund 600031. The fund is projected to have a year end balance of \$265,899. This current fiscal year, revenues have slightly decreased primarily due to the interest rates dropping amongst the COVID-19 pandemic. The FY22-23 budget includes \$122,000 in total revenue and \$119,840 in total ongoing expenses. This would leave an estimated year end balance of \$268,059 in June 2023. This budget does include the Livescan maintenance agreements that are pending the Board's approval today.

CAL ID FINGERPRINT \$1 DMV 600031 FUND	2020-21 ACTUALS	2021-22 BUDGET	2021-22 YE ESTIMATES	2022-2023 BUDGET
Beginning Balance	341,880	340,538	340,538	265,899
REVENUE				
DMV \$1 Fee Revenue	116,161	118,000	115,000	118,000
Interest Revenue/Other Revenue	2,922	4,000	2,300	4,000
TOTAL REVENUE	119,083	122,000	117,300	122,000
Available Funds	460,963	462,538	457,838	387,899
Expenditures				
One Time:				
Livescan Machines (5)	0	100,832	100,553	0
Total One Time Expenses:	0	0	0	0
Ongoing Expenditures:				
CLETS Backbone Equipment for HPD, LPD & CPD	7,508	7,550	7,550	7,550
Administrative Time	508	508	508	508
Maintenance Agreements:				
City of Hanford System	7,000	0	0	3,240
City of Avenal System	7,000	0	0	3,240
Sheriff's Office System	7,000	0	0	3,240
City of Lemoore System	7,000	0	0	3,240
City of Corcoran Systems	7,000	3,582	3,582	6,822
Technician Expenses:				
Fingerprint Technician Salary & Benefits	76,810	79,237	79,746	87,000
Fingerprint Tech - NEC Software	0	0	0	0
Fingerprint Technician Training/Expenses	598	8,500	0	5,000
Total Ongoing Expenses	120,425	99,377	91,386	119,840
TOTAL EXPENDITURES	120,425	200,209	191,939	119,840
Ending Balance	340,538	262,329	265,899	268,059