

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

Monday, March 25, 2024

10:30 a.m.

Multi-Purpose Room

Kings County Government Center

1400 W. Lacey Blvd., Building #1

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 confirming the appointment of the second police chief selected by all other police chiefs within Kings County, 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 March 27, 2023.
 - (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), and for 1 Livescan machine at the Kings County Juvenile Center (Hours 24/7) for coverage from July 2024 through July 2025.

(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) for coverage from July 2024 through July 2025 located as follows:

- 2 machines located at the Corcoran Police Department.
- 1 machine located at the Kings County Sheriff's Administration Office.
- 1 machine located at the Avenal Police Department.
- 1 machine located at the Hanford Police Department.
- 1 machine located at the Lemoore Police Department.

(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 Monday, March 24, 2025, at 10:30 a.m. in the Administration Multi-Purpose room.

7. **ADJOURN**

REGULAR MEETING OF THE CAL-ID/RAN Board

March 27, 2023

Minutes

1. CALL TO ORDER

The Regular meeting of the CAL-ID Remote Access Network (RAN) Board was called to order at 10:31 a.m. by Chairman Joe Neves in person at the Multi-Purpose Room at the Kings County Government Center located at 1400 W. Lacey Blvd., Building #1, Hanford, California.

Members present: Joe Neves (Chairman), Sarah Hacker, Robert Thayer (*Proxy as established by the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003) on behalf of David Robinson see attached email from David Robinson dated March 27, 2023*) (Vice Chair), Parker Sever, Reuben Shortnacy, and Michael Kendall.

Members absent: Sid Palmerin

Also present: Susan Fisher, Cassandra Bakker, Leonard Bakker, and Jeremy Waterman

2. INTRODUCTIONS

All present were introduced.

3. UNSCHEDULED APPEARANCES

None

4. GENERAL BUSINESS ITEMS

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

(b) Consider selecting a Vice-Chair, as established by the Remote Access Network (RAN) Board Bylaws (Adopted on July 29, 2003). **The position was open for nominations by Joe Neves, Reuben Shortnacy nominated David Robinson, 2nd Parker Sever, no other nominees brought forth, nominations were closed. Reuben Shortnacy brought motion to approve, Parker Sever 2nd, unanimously approved.**

(c) Consider approving the minutes for the CAL-ID Committee meeting for April 20, 2022. **Motion to approve by Reuben Shortnacy, 2nd by Parker Sever, Unanimously approved.**

(d) 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), and for 1 Livescan machine at the Kings County Juvenile Center (Hours 24/7) for coverage from November 2023 through November 2024.
The maintenance agreement was presented by Cassandra Bakker from the Sheriff Office. A motion was made to approve by Reuben Shortnacy, 2nd by Parker Sever, unanimously approved.

(e) 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) for coverage from July 2023 through July 2024 located as follows:

- 2 machines located at the Corcoran Police Department.
- 1 machine located at the Kings County Sheriff's Administration Office.
- 1 machine located at the Avenal Police Department.
- 1 machine located at the Hanford Police Department.
- 1 machine located at the Lemoore Police Department.

The maintenance agreement was presented by Cassandra Bakker from the Sheriff Office. A motion was made to approve by Reuben Shortnacy, 2nd by Parker Sever, unanimously approved.

- (f) Sheriff – David Robinson/Cassandra Bakker
Consider approving the Cal Auto Fingerprint ID Budget (Fund 600030)

The budget was presented by Cassandra Bakker, A motion was made to approve by Reuben Shortnacy, 2nd by Parker Sever, unanimously approved.

- (g) Sheriff – David Robinson/Cassandra Bakker
Consider approving the Fingerprint ID \$1 DMV Budget (Fund 600031)

The budget was presented by Cassandra Bakker, A motion was made to approve by Reuben Shortnacy, 2nd by Parker Sever, unanimously approved.

5. **OTHER BUSINESS**

There was discussion prompted by Parker Sever regarding whether there was the possibility in the budget for the purchase of Axon Flock Cameras. Further discussion regarding budget possibilities as it pertained to upgrading our NEC software program ensued. Any quotes or proposals in this regard, if any, would need to be brought forth as agenda items and noticed as part of a special meeting.

6. **NEXT MEETING**

The next Regular CAL ID meeting is scheduled for Monday, March 25, 2024 at 10:30 a.m. in the Administration Multi-Purpose room.

7. **ADJOURN**

The meeting adjourned at 10:51 a.m.



OFFICE OF
SHERIFF
COUNTY OF KINGS
P.O. BOX 986
1550 KINGS COUNTY DR.
HANFORD, CA 93232-0986
PHONE (559) 852-2790

DAVID ROBINSON
SHERIFF-CORONER
PUBLIC
ADMINISTRATOR

Memorandum

To: RAN Board
From: Dave Robinson, Sheriff
Date: March 25, 2024
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 June 2024. 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 \$8,788.

Attached is the quotation for maintenance agreements from July 2024 through July 2025 for the Probation system and Kings County Jail system (located on page 2), 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. County Counsel has reviewed the Idemia Maintenance Terms and Conditions, but it is still pending approval from the County's Risk Division before it can be taken before the Board of Supervisors for consideration.

Sheriff Robinson requests authorization from your Board to recommend to the BOS the renewal of two maintenance agreements for FY24/25, as detailed above.



Idemia Identity & Security
 14 Crosby Drive
 Suite 200
 Bedford, MA 01730
 USA
 Phone (888) 435-7439

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 42677
QUOTE DATE: 01/08/24
CUSTOMER ID: BD-5556
PRICE LIST: 2024

BILL TO: KINGS COUNTY SHERIFF
 1400 W LACEY BLVD

HANFORD, CA 93230
 United States

COVERAGE

START DATE: 07/29/24
END DATE: 07/28/25

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	\$3,627.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TPE-PRT-DUP		65741-002	1	\$359.00
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY441902080	1	\$3,627.00
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	\$3,627.00
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	\$3,627.00

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 \$3,627.00

EQUIPMENT LOCATION: LEMOORE POLICE DEPARTMENT - 657 FOX ST LEMOORE, CA 93425

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

TPE-5600-ED

AEY491902084 1 \$3,627.00

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

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

TPE-5600-ED

AEY421902076 1 \$4,394.00

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 \$4,394.00

TOTAL: \$30,909.00

NAME: Zehra Tremazi
TITLE: Maintenance Contract Admin
PHONE: (714) 632-2119
FAX:
EMAIL: Zehra.Tremazi@us.idemia.com

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

SUPPORT EMAIL: BiometricsSupport@us.idemia.com

SUPPORT PHONE: (888) 435-7439

The terms and conditions of IDEMIA Identity & Security USA LLC 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 as sent to the terms set out here 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 RENEWAL DATE OR 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® Livescan 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.

Idemia develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, Idemia will declare certain products as obsolete and end-of-life ("EOL"). In the event that Idemia determines that a product is EOL, Idemia shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that Idemia provides its customers with such EOL notice, Idemia shall further endeavor to provide its customer with notice of Idemia's intent to offer a next version of the product, or a new or substitute product or

service with the same or similar functionality to the EOL product. Idemia's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, Idemia will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, Idemia does not warrant performance of the EOL product and Idemia will not prepare any further updates or maintenance fixes for the EOL product.

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).

C. Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant to the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

D. Inflation Adjustment. The Price Per Service/Other Basis identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) published for the appropriate

Product/Service as of the Effective Date of the parties' Agreement.

consent of Idemia.

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

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

CONTRACTOR NAME

By: _____
Doug Verboon, Chairperson
Kings County Board of Supervisors

By: _____
Name
Title

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS
TO INSURANCE

By: _____
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: _____
Zachary S. Adams, Deputy County Counsel



OFFICE OF
SHERIFF
COUNTY OF KINGS
P.O. BOX 986
1550 KINGS COUNTY DR.
HANFORD, CA 93232-0986
PHONE (559) 852-2790

DAVID ROBINSON
SHERIFF-CORONER
PUBLIC
ADMINISTRATOR

Memorandum

To: RAN Board
From: Dave Robinson, Sheriff
Date: March 25, 2024
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 2023. Currently, our maintenance contracts are through Idemia Identity & Security and to maintain the same level of coverage on all six machines for fiscal year 24-25, the cost would be \$22,121.

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. County Counsel has reviewed the Idemia Maintenance Terms and Conditions, but it is still pending approval from the County's Risk Division before it can be taken before the Board of Supervisors for consideration.

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
 14 Crosby Drive
 Suite 200
 Bedford, MA 01730
 USA
 Phone (888) 435-7439

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 42677
QUOTE DATE: 01/08/24
CUSTOMER ID: BD-5556
PRICE LIST: 2024

BILL TO: KINGS COUNTY SHERIFF
 1400 W LACEY BLVD

HANFORD, CA 93230
 United States

COVERAGE

START DATE: 07/29/24
END DATE: 07/28/25

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	\$3,627.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TPE-PRT-DUP		65741-002	1	\$359.00
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY441902080	1	\$3,627.00
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	\$3,627.00
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	\$3,627.00

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 \$3,627.00

EQUIPMENT LOCATION: LEMOORE POLICE DEPARTMENT - 657 FOX ST LEMOORE, CA 93425
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
TPE-5600-ED

AEY491902084 1 \$3,627.00

EQUIPMENT LOCATION: KINGS COUNTY PROBATION - 1450 FORUM DR HANFORD, CA 93230
5600-TPE-ED-M24 ANNUAL 24/7 MAINTENANCE
TPE-5600-ED

AEY421902076 1 \$4,394.00

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 \$4,394.00

TOTAL: \$30,909.00

<p>NAME: Zehra Tremazi TITLE: Maintenance Contract Admin PHONE: (714) 632-2119 FAX: EMAIL: Zehra.Tremazi@us.idemia.com SUPPORT EMAIL: BiometricsSupport@us.idemia.com SUPPORT PHONE: (888) 435-7439</p>	<p>PO NUMBER: _____ SIGNATURE BY: _____ NAME(Print) / DATE: _____ TITLE: _____ PHONE / FAX: _____ EMAIL: _____</p>
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The terms and conditions of IDEMIA Identity & Security USA LLC 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 as sent to the terms set out here 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 RENEWAL DATE OR 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® Livescan 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.

Idemia develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, Idemia will declare certain products as obsolete and end-of-life ("EOL"). In the event that Idemia determines that a product is EOL, Idemia shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that Idemia provides its customers with such EOL notice, Idemia shall further endeavor to provide its customer with notice of Idemia's intent to offer a next version of the product, or a new or substitute product or

service with the same or similar functionality to the EOL product. Idemia's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, Idemia will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, Idemia does not warrant performance of the EOL product and Idemia will not prepare any further updates or maintenance fixes for the EOL product.

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).

C. Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant to the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

D. Inflation Adjustment. The Price Per Service/Other Basis identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) published for the appropriate

Product/Service as of the Effective Date of the parties' Agreement.

consent of Idemia.

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

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

CONTRACTOR NAME

By: _____
Doug Verboon, Chairperson
Kings County Board of Supervisors

By: _____
Name
Title

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS
TO INSURANCE

By: _____
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: _____
Zachary S. Adams, Deputy County Counsel



OFFICE OF
SHERIFF
COUNTY OF KINGS
P.O. BOX 986
1550 KINGS COUNTY DR.
HANFORD, CA 93232-0986
PHONE (559) 852-2790

DAVID ROBINSON
SHERIFF-CORONER
PUBLIC
ADMINISTRATOR

Memorandum

To: RAN Board
From: Dave Robinson, Sheriff
Date: March 25, 2024
Re: Request to approve the budget for the Cal Auto Fingerprint ID Fund (600030)

We would like to request RAN Board approval of the FY24-25 budget for the Cal Auto Fingerprint ID Fund 600030. The fund is projected to have a year end balance of \$229,138. Revenues have slightly decreased for this fund. However, interest rates have increased in the County Treasury pool. The FY24-25 budget estimates \$29,000 in revenues and \$9,650 in expenditures which would include the maintenance agreements pending your Board's approval today.

CAL ID FINGERPRINT 600030 FUND	2022-2023 ACTUAL	2023-24 BUDGET	2023-24 YE Estimates	2024-2025 BUDGET
Beginning Balance	184,417	208,388	208,388	229,138
Revenue				
CAL Auto Fingerprint ID Revenue	30,101	42,200	22,200	25,000
Interest Revenue	3,009	2,000	5,000	4,000
TOTAL REVENUE	33,110	44,200	27,200	29,000
<i>Available Funds</i>	217,527	252,588	235,588	258,138
Expenditures				
One Time Expenses:				
New Livescan Machines	0	0	0	0
Total One Time Expenses:	0	0	0	0
Ongoing Expenses				
Administrative Time	500	500	500	500
Annual Maintenance Idemia	8,320	8,320	5,600	8,800
DDSI Mugshot Line	319	350	350	350
Supplies:				
Sheriff Jail System	0	0	0	0
Mugshot project	0	0	0	0
Total Ongoing Expenses	9,139	9,170	6,450	9,650
TOTAL EXPENDITURES	9,139	9,170	6,450	9,650
Ending Balance	208,388	243,418	229,138	248,488



OFFICE OF
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DAVID ROBINSON
SHERIFF-CORONER
PUBLIC
ADMINISTRATOR

Memorandum

To: RAN Board
From: Dave Robinson, Sheriff
Date: March 25, 2024
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 FY24-25 budget for the Cal ID Fingerprint \$1 DMV Fund 600031. The fund is projected to have a year end balance of \$318,604. The FY24-25 budget includes \$116,500 in total revenue and \$122,179 in total ongoing expenses. This would leave an estimated year end balance of \$312,925 in June 2025. This budget does include the Livescan maintenance agreements that are pending the Board's approval today.

CAL ID FINGERPRINT \$1 DMV 600031 FUND	2022-23 ACTUALS	2023-24 BUDGET	2023-24 YE ESTIMATES	2024-2025 BUDGET
Beginning Balance	301,006	312,570	312,570	318,604
REVENUE				
DMV \$1 Fee Revenue	116,001	118,500	110,000	110,000
Interest Revenue/Other Revenue	4,355	3,200	7,000	6,500
TOTAL REVENUE	120,356	121,700	117,000	116,500
<i>Available Funds</i>	421,362	434,270	429,570	435,104
Expenditures				
One Time:				
Livescan Machines (5)	0	0	0	0
Total One Time Expenses:	0	0	0	0
Ongoing Expenditures:				
CLETS Backbone Equipment for HPD, LPD & CPD	1,877	7,550	7,550	7,550
KCSO Administrative Time	508	508	508	508
Maintenance Agreements:				
City of Hanford System	3,240	1,995	2,261	3,627
City of Avenal System	3,240	1,916	2,261	3,627
Sheriff's Office System	3,240	2,332	2,261	3,627
City of Lemoore System	3,240	2,012	2,261	3,627
City of Corcoran Systems	6,822	5,655	4,864	7,613
Technician Expenses:				
Fingerprint Technician Salary & Benefits	86,625	87,000	87,000	88,000
Fingerprint Tech - NEC Software	0	0	0	0
Fingerprint Technician Training/Expenses		5,000	2,000	4,000
Total Ongoing Expenses	108,792	113,968	110,966	122,179
TOTAL EXPENDITURES	108,792	113,968	110,966	122,179
Ending Balance	312,570	320,302	318,604	312,925