



# County of El Dorado

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## Legislation Text

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Sheriff's Department recommending the Board find that it is more economical and feasible to obtain an outside contractor to provide equipment maintenance on LIVESCAN fingerprinting machines within the County in accordance with County Ordinance Chapter 3.13, Section 3.13.030; and Chairman be authorized to sign retroactive Agreement 347-S0811 with Identix, Inc. in an amount not to exceed \$77,983 for the term March 22, 2007 through June 30, 2008 for same.

**RECOMMENDED ACTION:** Approve.

**FUNDING:** Livescan Special Revenue Fund 7724353.

BUDGET SUMMARY:		
Total Estimated Cost		\$77,983
Funding		
Budgeted	\$77,983	
New Funding	\$	
Savings	\$	
Other	\$	
Total Funding Available	\$77,983	
Change To Net County Cost		\$0

**Fiscal Impact/Change to Net County Cost:** None. The Livescan Special Revenue Fund funds 100% of the operational costs for all Livescan fingerprinting machines located in El Dorado County.

**Background:** The Sheriff's Office has been contracting with Identix for equipment maintenance since the inception of the Livescan Fingerprinting Program. The State of California provided the original equipment and contract with Identix to provide maintenance to local jurisdictions. Vehicle registration fees are the funding source for the Livescan Special Revenue Fund and the fund is overseen by the Cal ID Ran Board. The funds are used to offset the operational cost of all Livescan machines located in El Dorado County (Sheriff's Office, Jails, Probation, Juvenile Treatment Center, Placerville Police Department and the South Lake Tahoe Police Department).

**Reason for Recommendation:** Every year, the Sheriff's office has brought this agreement to your Board in a retroactive status because the vendor has not agreed to a perpetual agreement. The Procurement and Contracts Division attempted to negotiate the non standard provisions of the vendor's form agreement incorporated by reference, as well as, a provision for inclusion of a perpetual term to which the vendor would not agree to. Additionally, because of the non standard vendor's form agreement, additional time for review by Counsel is required. For these reasons, the time required to process this agreement took longer than would normally be anticipated.

County Counsel approved the agreement on the condition that your Board is advised of the following:

1. Article XI, Indemnity - This provision includes a paragraph whereby the County waives any and all warranties with respect to the products or services provided by the Contractor. This limits the nature of contract actions the County could bring against the contractor in the event the contractor's product or services are poor quality. The Sheriff has been utilizing this vendor for several years and has experienced only the highest quality service.

2. Payment shall be made in one lump sum "annually in advance" for work that has yet to be performed.

3. The contract contains a limited mutual indemnification provision that was previously approved by the Board in the last contract, that excluded all warranties with respect to products and services. Liability is also capped for Identix, at the amount paid by the County for the agreement. It also excludes "indirect, special, punitive, incidental, consequential or costs of cover damages..."

**Action to be taken following Board approval:** The Chair will sign the Agreement and staff will work with Procurement and Contracts for encumbrance as needed.

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