

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

September 23, 2025

FROM

LYNN FYHRLUND, Chief Information Officer, Innovation and Technology Department

SUBJECT

Non-financial Software End User License Agreement with Konica Minolta, Inc., for Mobile Application

RECOMMENDATION(S)

1. Approve non-financial Software End User License **Agreement No. 25-734** with Konica Minolta, Inc., including non-standard terms, allowing the download of the mobile print application, for the term beginning upon the acceptance of the agreement and continuing until terminated by either party.
2. Authorize the Chief Information Officer or Assistant Chief Information Officer to electronically accept the agreement in Recommendation No. 1, with Konica Minolta, Inc., and any subsequent non-substantive amendments to the agreement, subject to County Counsel review.
3. Direct the Chief Information Officer or Assistant Chief Information Officer to transmit any subsequent non-substantive amendments to the agreement to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Lynn Fyhrlund, Chief Information Officer, 388-5501)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Improve County Government Operations.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The software End User License Agreement (EULA) with Konica Minolta, Inc. (Konica), is non-financial in nature and does not commit the County to make any purchases. If future purchases are made under the EULA, the Innovation and Technology Department (ITD) will adhere to County purchasing policies and return to the Board of Supervisors (Board) for approval, if necessary.

BACKGROUND INFORMATION

ITD is responsible for countywide mobile device management. Many County departments utilize Konica printers for routine printing jobs and scanning services. Konica's mobile print application can be downloaded onto County devices and is used to print and scan remotely, as well as upload scanned documents to County devices for easier transmittal and increased efficiency.

The EULA is Konica's standard commercial agreement for their mobile print application. The EULA is a non-negotiable clickwrap, accepted upon downloading Konica's mobile print

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application. Konica is headquartered in Japan, and the terms and conditions of the EULA are governed by the laws of Japan. County Counsel is unable to approve the EULA as to legal form because County Counsel is not sufficiently knowledgeable about the requirements for forming an enforceable agreement under Japan law. The non-standard terms in the EULA include:

1. There is no stated venue in the EULA.
County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
2. There is no provision in the EULA addressing each party's responsibility for paying attorneys' fees.
The County standard contract requires each party to bear its own costs and attorney fees, regardless of who is the prevailing party.
3. Konica provides the software "AS IS" and disclaims all warranties of any kind, except those that may not be disclaimed under Japan law.
County Policy 11-05 requires a contractor to fully warrant its services and products.
4. Konica disclaims all liability for any damages resulting from any claims related to the EULA.
The County standard contract does not include a limitation of liability.
5. The EULA does not require Konica to meet the County's insurance standards as required pursuant to County Policies, 11-05, 11-07 and 11-07SP.
County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
6. The EULA does not require Konica to indemnify the County, as required by County Policies 11-05 and 11-07, including for intellectual property infringement claims.
The County standard contract indemnity provision requires the contractor to indemnify, defend, and hold County harmless from third party claims arising out of the acts, errors or omissions of any person. The standard contract provision for intellectual property indemnity is: Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services.

Per Policy 11-05, contracts with certain non-standard terms, including those with foreign governing law, must be approved by the Board. Because County Counsel is not able to advise on Japan law, there is no specific analysis of possible legal impacts from any EULA provisions, including those that appear to be inconsistent with County Policy 11-05. If the Board approves the EULA, it will be subject to the jurisdiction of the applicable courts as determined under Japanese law to resolve any legal matter arising under the EULA. Any questions or any disputes in court arising under this agreement will require the County to hire outside counsel competent to advise on Japanese law.

Despite the governing law being outside of the United States, ITD recommends approval of the EULA, including other non-standard terms, to allow County departments to utilize Konica's

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mobile print application to gain greater efficiencies with the option for remote printing and scanning from County devices.

PROCUREMENT

Purchasing supports the non-competitive procurement of Konica's mobile print application as it is the only app that pairs with Konica's printer, allowing for remote printing and scanning. The EULA, including non-standard terms, will be used to accompany future purchases to be approved, as necessary, per County Policy 11-04 Procurement of Goods, Supplies, Equipment and Services.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Kaleigh Ragon, Deputy County Counsel, 387-5455) on August 27, 2025; Purchasing (Dylan Newton, Buyer III, 387-3377) on August 21, 2025 Risk Management (Stehpanie Pacheco, Staff Analyst II, 386-9039) on August 20, 2025; and County Finance and Administration (Ivan Ramirez, 387-4020, Administrative Analyst) on September 5, 2025.

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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY Lynna Monell

DATED: September 23, 2025



cc: IT - Thomas w/agree
Contractor - c/o IT w/agree
File - w/agree

MBA 09/24/2025