

INTRODUCED BY: COUNCIL MEMBER (s) Terry

1 **AN ORDINANCE APPROVING AN AGREEMENT BETWEEN**
2 **JEFFERSON COUNTY, MISSOURI, DEPARTMENT OF THE SHERIFF AND**
3 **SAFRAN MORPHOTRAKK FOR THE RENEWAL OF THE "MAINTENANCE**
4 **AND SUPPORT AGREEMENT 005713-000" AND AUTHORIZING THE COUNTY**
5 **EXECUTIVE TO EXECUTE THE AGREEMENT ON BEHALF OF THE**
6 **COUNTY.**

7 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") desires to
8 renew the Maintenance and Support Agreement with Safran MorphoTrak for the
9 maintenance support services; and

10 **WHEREAS**, Ordinance 15-0253 was approved for the Maintenance and Support
11 Agreement with Safran MorphoTrak for the maintenance support services for the Jefferson
12 County Sheriff's Office; and

13 **WHEREAS**, the Jefferson County Sheriff's Office requests to renew the
14 agreement provided by Safran MorphoTrak for the Morpho LiveScan station cabinet
15 booking workstation equipment and the Automated Fingerprint Identification System
16 (AFIS) products for the support and maintenance services; and

17 **WHEREAS**, the Jefferson County Sheriff's Office requests the renewal of the
18 Maintenance and Support Agreement 005713-000, provided by Safran MorphoTrak due to
19 the proprietary hardware and software components and the overall system design of the

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1 equipment needing the support and maintenance services that was manufactured by Safran
2 MorphoTrak; and

3 **WHEREAS**, the Jefferson County Sheriff's Office desires that, the County renew
4 the Maintenance and Support Agreement 005713-000 with Safran MorphoTrak for the
5 support and maintenance services for the Morpho LiveScan station cabinet booking
6 workstation equipment and the Automated Fingerprint Identification System (AFIS)
7 products; and

8 **WHEREAS**, the Jefferson County, Missouri, Council finds that it is now necessary
9 and in the best interest of the County to execute the renewal agreement for the Maintenance
10 and Support Agreement 005713-000 with Safran MorphoTrak for the support and
11 maintenance services for the Morpho LiveScan station cabinet booking workstation
12 equipment and the Automated Fingerprint Identification System (AFIS) products for the
13 following:

<u>EQUIPMENT</u>	<u>TERM</u>	<u>ANNUAL FEE</u>
SA 005713-000	05-01-2016 to 04-30-2017	\$5,522.16
SA 004068-035	05-01-2016 to 04-30-2017	\$5,746.58
SA 004068-037	05-01-2016 to 04-30-2017	\$6,815.72
SA 004084-000	05-01-2016 to 04-30-2017	\$37,881.93

19 for the total amount not to exceed **\$55,966.38**, subject to budgetary limitations.

20 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
21 **AS FOLLOWS:**

1 Section 1. The renewal agreement with Safran MorphoTrak for the support and
2 maintenance services for the Morpho LiveScan station cabinet booking workstation
3 equipment and the Automated Fingerprint Identification System (AFIS) products for the
4 following:

	<u>EQUIPMENT</u>	<u>TERM</u>	<u>ANNUAL FEE</u>
6	SA 005713-000	05-01-2016 to 04-30-2017	\$5,522.16
7	SA 004068-035	05-01-2016 to 04-30-2017	\$5,746.58
8	SA 004068-037	05-01-2016 to 04-30-2017	\$6,815.72
9	SA 004084-000	05-01-2016 to 04-30-2017	\$37,881.93

10 for the total amount not to exceed **\$55,966.38**, subject to budgetary limitations.

11 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
12 County Executive to execute the agreement on behalf of the County. The County
13 Executive is further authorized to take any and all actions necessary to carry out the intent
14 of this Ordinance. An unexecuted copy of the Agreement is attached hereto as Exhibit "A"
15 and incorporated herein, by reference.

16 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
17 thereto, and any contracts or agreements shall be maintained by the Department of the
18 County Clerk consistent with the rules and procedures for the maintenance and retention
19 of records as promulgated by the Secretary of State.

20 Section 4. This Ordinance shall be in full force and effect from and after its
21 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
22 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Absent</u>
Council Member District 4, George Engelbach	<u>Absent</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 11th DAY OF April, 2016:

✓ PASSED FAILED



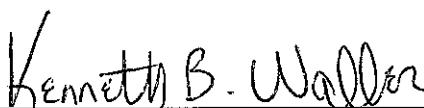
Renee Reuter, County Council Chair



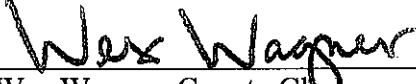
Pat Schlette
Pat Schlette, Council Administrative Assistant

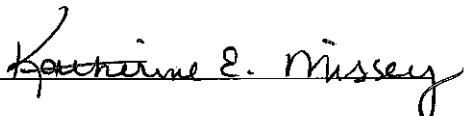
THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 12th DAY OF April, 2016.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2016.


Kenneth B. Waller
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:


Wes Wagner
Wes Wagner, County Clerk

BY: 

Reading Date: 04-11-2016



EXHIBIT

A

5515 E. La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 237-0050

March 23, 2016

Detective Lee Morris
Jefferson County Sheriff's Office
P.O. Box 100
Hillsboro, MO 63050

**RE: Extension to Maintenance and Support Agreement # 005713-000
LiveScan**

Dear Detective Morris:

By means of this letter, MorphoTrak, LLC ("MorphoTrak" or "Seller") hereby extends Jefferson County Sheriff's Office maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period May 1, 2016 through April 30, 2017. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **return two copies to my attention at MorphoTrak, LLC at 5515 E. La Palma Avenue, Suite 100, Anaheim, California 92807 or fax it to my attention at 714-237-0050 on or before April 30, 2016**. Failure to return this fully executed letter on or before April 30, 2016 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at 714-238-2071 or e-mail rosario.hernandez@morpho.com.

Sincerely,

A handwritten signature in black ink that appears to read "Rosario Hernandez".

Rosario Hernandez
Contracts Administration Specialist
MorphoTrak, LLC

Accepted by:

MORPHOTRAK, LLC

Signed by: _____

Printed Name: Walt Scott

Title: Vice President

Date: _____

JEFFERSON COUNTY SHERIFF'S OFFICE

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Signed by: _____
Printed Name: Kenneth B. Waller
Title: County Executive
Date: 4-12-2016

Exhibit A
DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. 005713-000

CUSTOMER: Jefferson County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node Name	Qty	SA#	Sales Contract
LiveScan	ELSA-P255C0-0 MorphoTrak LiveScan station cabinet booking workstation, palm and rolled fingers including: ➤ Morpho LiveScan station application software ➤ FBI appendix F certified Tenprint/Palmprint 500ppi ➤ Computer monitor, monitor, Keyboard ➤ Ruggedized cabinet (fixed-height) ➤ Foot pedal for hands free advancement ➤ Standard Missouri workflow and profiles ➤ 2-Finger FST ID	MOELSAC22	1	005713-000	17223
LiveScan	ELSA-P255C0-0 MorphoTrak LiveScan station cabinet booking workstation, palm and rolled fingers including: ➤ Morpho LiveScan station application software ➤ FBI appendix F certified Tenprint/Palmprint 500ppi ➤ Computer monitor, monitor, Keyboard ➤ Ruggedized cabinet (fixed-height) ➤ Foot pedal for hands free advancement ➤ Standard Missouri workflow and profiles ➤ 2-Finger FST ID	MOELSAC16	1	004068-035	15051
Printer	BLP Black & White Laser Printer	MOELSACLEX16	1	004068-035	15051
LiveScan	ELSA-P255C0-0 MorphoTrak LiveScan station cabinet booking workstation, palm and rolled fingers including: ➤ Morpho LiveScan station application software ➤ FBI appendix F certified Tenprint/Palmprint 500ppi ➤ Computer monitor, monitor, Keyboard ➤ Ruggedized cabinet (fixed-height) ➤ Foot pedal for hands free advancement ➤ Standard Missouri workflow and profiles ➤ 2-Finger FST ID ➤ Mobile Eyes image capture	MOELSAC26	1	004068-037	18678
Printer	BLP Black & White Laser Printer	MOELSACLEX26	1	004068-037	18678
LiveScan	ILS2-P250M includes: ➤ Dell laptop computer ➤ High resolution screen ➤ Optical block ➤ Wheeled carrying case ➤ ILS2 application software with palm capture ➤ Windows XP operating	MOPILS66	1	004784-000	6111
LiveScan	ILS2 – License only	MOPILS66	1	004784-000	6111
MM WS	MeraMorpho Work Station LATENT	MOJEF00	1	004784-000	6111
DAW	LITE LAW Latent Camera Acquisition option for MetaMorpho Expert Workstation	CAMERA	1	004784-000	6111
Printer	Duplex printer	MOPLEX43	1	004784-000	6111

Exhibit B SUPPORT PLAN

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone response within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems.	Telephone response within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone response within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone response within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the

Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases.

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit C
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

Maintenance and Support Agreement #	005713-000	Date	March 23, 2016
New Term Effective	Start May 1, 2016	End	April 30, 2017

CUSTOMER: Address (1): Address (2): CITY, STATE, ZIP CODE:	Jefferson County Sheriff's Office P.O. Box 100 Hillsboro, MO 63050	BILLING AGENCY: Address (1): Address (2): CITY, STATE, ZIP CODE:	SAME
CONTACT NAME: CONTACT TITLE TELEPHONE: FAX: Email:	Detective Lee Morris Phone-a	CONTACT NAME: CONTACT TITLE TELEPHONE: FAX: Email:	

For support on products below, please contact Customer Support at (800) 734-6241 or email at cscenter@morpho.com.

AFIS System LiveScan™ Station MORPHO BIS System

STANDARD SUPPORT		ANNUAL FEE
<input checked="" type="checkbox"/> Advantage – Software Support	SA 005713-000 Term 5/1/16 to 4/30/17	\$ 5,522.16
<input checked="" type="checkbox"/> Advantage – Software Support	SA 004068-035 Term 5/1/16 to 4/30/17	\$ 5746.58
<input checked="" type="checkbox"/> Advantage – Software Support	SA 004068-037 Term 5/1/16 to 4/30/17	\$ 6,815.72
<input checked="" type="checkbox"/> Advantage – Software Support	SA 004784-000 Term 5/1/16 to 4/30/17	\$ 37,881.93
◆ 8 a.m. – 5 p.m. Monday to Friday PPM	◆ Supplemental Releases & Updates	◆ Software Customer Alert Bulletins
◆ Unlimited Telephone Support	◆ Standard Releases & Updates	◆ Telephone Response: 2 Hour
◆ Remote Dial-In Analysis	◆ Automatic Call Escalation	
STANDARD SUPPORT TOTAL		\$ 55,966.38
SUPPORT OPTIONS		ANNUAL FEE
<input checked="" type="checkbox"/> On-Site Hardware Support		\$ Included
◆ 8 a.m. – 5 p.m. Monday-Friday PPM	◆ Defective Parts Replacement	◆ Hardware Service Reporting
◆ Next day PPM On-site Response	◆ Escalation Support	◆ Product Repair
◆ Hardware Vendor Liaison	◆ Hardware Customer Alert Bulletins	◆ Equipment Inventory Detail Management
<input checked="" type="checkbox"/> Parts Support		\$ Included
◆ Parts Ordered & Shipped Next Business Day	◆ Parts Customer Alert Bulletins	
◆ If customer is providing their own on-site hardware support, the following applies:		
* Customer Orders & Replaces Parts	* Telephone Technical Support for Parts Replacement Available	
<input checked="" type="checkbox"/> UPLIFTS		
◆ Increase PPM to 24X7 on SA 005713-000, 004068-035 & 004068-037		\$ Included
◆ Increase Response Time to _____		\$ N/A
SUPPORT OPTIONS TOTAL		\$ Included as Checked
USERS CONFERENCE – NORTH AMERICA		ANNUAL FEE
<input type="checkbox"/> Users Conference Attendance (\$2,950 per Attendee)	Year _____	Number Attendees Requested _____
• Registration fee		\$ N/A
• Roundtrip travel for event		
• Ground transportation to/from the conference airport to the conference hotel		
	• Hotel accommodations	
	• Daily meals	
USERS CONFERENCE TOTAL		\$ N/A
OTHER AVAILABLE OPTIONS		ANNUAL FEE
<input type="checkbox"/> LiveScan 3000 Prism Protection \$1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year		\$ N/A
<input type="checkbox"/> Other:		\$ N/A
OTHER AVAILABLE OPTIONS TOTAL		\$ N/A

Prepared by: Rosario Hernandez, 714-238-2071, rosario.hernandez@morpho.com

SUPPORT TOTAL* \$ 55,966.38
USER'S CONFERENCE \$ N/A
FULL TERM FEE GRAND TOTAL* \$ 55,996.38

*Exclusive of taxes if applicable

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

Jefferson County Sheriff's Office

MSA #	Price Escalation %	15-16	Months	16-17	12 months	Comments
005713-000	5%	\$ 5,259.20	12	\$	5,522.16	
004038-035	3%	\$ 5,579.20	12	\$	5,746.58	3% maint price escalation per state contract MSHP
004068-037	3%	\$ 4,962.90	9	\$	6,815.72	3% maint price escalation per state contract MSHP
004784-000	5%	\$ 27,058.52	9	\$	37,881.93	
Totals		\$ 42,859.82			\$ 53,966.36	