BILL NO.: **4492** **ORDINANCE NO.:** _____

Introduced by: Council Present

AN ORDINANCE OF THE CITY OF BERRKELEY, MISSOURI, AUTHROIZING THE MAYOR TO EXECUTE THE ATTACHED AGREEMENT WITH MORPHO TRAK, LLC

WHEREAS, The City of Berkeley hereby finds and declares this ordinance is necessary, appropriate, and in the best interest of the City of Berkeley, Missouri, in accordance to the CALEA standards.

Now, Therefore, Be it Ordained by the City Council of the City of Berkeley, Missouri, as follows:

Section 1 The Mayor is hereby authorized to execute the attached live scan maintenance and support agreement with Safran Morpho Trak, LLC.

Section 2 The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.

Section 3 This Ordinance shall be in full force and effect from and after the date of its passage.

1st Reading this 17th day of October 2016

2nd Reading this _____ day of _____ 2016

3rd Reading, PASSED and APPROVED, this _____ **day of** _____ **2016**

_____
Theodore Hoskins, Mayor

ATTEST:

_____
Deanna L. Jones, City Clerk

_____
Approved As To Form:
Donnell Smith, City Attorney

Final Roll Call:

Mayor Hoskins	Aye ___ Nay __ Absent __ Abstain __
Councilwoman Hoskins	Aye ___ Nay __ Absent __ Abstain __
Councilwoman Kirkland	Aye ___ Nay __ Absent __ Abstain __
Councilwoman Mathison	Aye ___ Nay __ Absent __ Abstain __
Councilman-at-Large McDaniel	Aye ___ Nay __ Absent __ Abstain __
Councilwoman Mitchell	Aye ___ Nay __ Absent __ Abstain __
Councilwoman Williams	Aye ___ Nay __ Absent __ Abstain __

INTRA-DEPARTMENTAL MEMORANDUM

To: DeAnna Jones, City Clerk

CC:

From: Captain Art Jackson #386, Interim Chief of Police

Date: October 04, 2016

Subject: LiveScan Maintenance & Support Agreement

AJ 386

Attached is the Maintenance and Support Agreement for LiveScan. This is the system used by the Police Department for fingerprinting.

Please forward to the City Council for approval.

Thank you.

Captain Art Jackson
Interim Chief of Police
City of Berkeley Police Department

SAFRAN
MorphoTrak

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

August 16, 2016

Berkeley Police Department
Attn: Chief Frank McCall
5850 North Hanley Road
Berkeley, MO 63134

RE: Maintenance and Support Agreement 004794-000
Equipment Type: LiveScan & Printer

Dear Chief McCall:

By means of this letter, MorphoTrak, LLC ("MorphoTrak" or "Seller") hereby extends Berkeley Police Department 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 for the period October 1, 2016 through September 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 September 21, 2016**. Failure to return this fully executed letter on or before September 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,

Rosario Hernandez
Contracts Administration Specialist
MorphoTrak, LLC

Accepted by:

MORPHOTRAK, LLC	**BERKELEY POLICE DEPARTMENT**
Signed by: _____	Signed by: _____
Printed Name: Walt Scott	Printed Name: _____
Title: Vice President	Title: _____
Date: _____	Date: _____

Exhibit A
DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. **004794-000**

CUSTOMER: ***Berkeley Police Department***

The following table lists the Products under maintenance coverage:

Product	*Description*	*Node Name*	*Qty*
LiveScan	LiveScan ILS2 P250M ➢ LiveScan station basic software ➢ Feature extraction module ➢ Descriptor completion module ➢ Print module ➢ FBI Appendix F certified scanner ➢ Monitor , computer, Keyboard and mouse ➢ Foot Pedal for hands free advancement	MOPLIS110	1
Printer	Duplex printer	MOPLEX110	1

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 work-around. 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 # 004794-000 **Date** August 16, 2016

New Term Effective **Start** October 1, 2016 **End** September 30, 2017

CUSTOMER:	**Berkeley Police Department**	**BILLING AGENCY:**	**SAME**
Address (1):	5850 North Hanley Road	Address (1):	
Address (2):		Address (2):	
CITY, STATE, ZIP CODE:	Berkeley, MO 63134	CITY,STATE, ZIP CODE:	
CONTACT NAME:	**Chief Frank McCall**	**CONTACT NAME:**	
CONTACT TITLE		CONTACT TITLE	
TELEPHONE:	314-524-3311	TELEPHONE:	
FAX:		FAX:	
Email:	FrankMcCall@ci.berkeley.mo.us	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
☒ ***Advantage* – Software Support** ◆ 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	$ 3,879.00
STANDARD SUPPORT TOTAL	**$ 3,879.00**

SUPPORT OPTIONS	ANNUAL FEE
☒ **On-Site Hardware Support** ◆ 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	$ Included
☒ **Parts Support** ◆ 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	$ Included
☐ **UPLIFTS** ◆ Increase PPM to _____	$ N/A
◆ Increase Response Time to _____	$ N/A
SUPPORT OPTIONS TOTAL	**$ Included as checked**

THIRD PARTY SUPPORT	ANNUAL FEE
☐ **THIRD PARTY VENDOR NAME:** ◆ **TERM DATE:** ◆ **COVERAGE:**	$
THIRD PARTY SUPPORT TOTAL	**$ N/A**

USERS CONFERENCE – NORTH AMERICA	ANNUAL FEE
☐ **Users Conference Attendance ($3,250 per Attendee)** Year _____ Number Attendees Requested _____ • Registration fee • Hotel accommodations • Roundtrip travel for event • Daily meals • Ground transportation to/from the conference airport to the conference hotel	$ N/A
USERS CONFERENCE TOTAL	**$ N/A**

OTHER AVAILABLE OPTIONS	ANNUAL FEE
☐ LiveScan 3000 Prism Protection $1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year	$ N/A
☐ Other:	$ N/A
OTHER AVAILABLE OPTIONS TOTAL	**$ N/A**

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

SUPPORT TOTAL*	**$ 3,879.00**
USERS CONFERENCE TOTAL	**$ N/A**
FULL TERM FEE GRAND TOTAL*	**$ 3,879.00**

**Exclusive of taxes if applicable*

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