



5515 East La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 238-2049

March 30, 2016

Assistant Chief Rick St. John
City of Glendale Police Department
6835 N 57th Dr.
Glendale, AZ 85301

**RE: Extension to Maintenance and Support Agreement # 004845-000 REV1
AFIS**

Dear Asst. Chief St. John:

By means of this letter, MorphoTrak, LLC ("MorphoTrak" or "Seller") hereby extends City of Glendale maintenance and support agreement as referenced above. Enclosed are 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 07/01/2015 through 06/30/2016. 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 East La Palma Ave., Suite 100, Anaheim, CA 92807 or email to marjan.khorashadi-zadeh@morpho.com.

If you have any questions or need further clarification, please contact me directly at 714-575-2964 or e-mail marjan.khorashadi-zadeh@morpho.com.

Sincerely,

Marjan Khorashadi-Zadeh
Contracts Administration Specialist
MorphoTrak, LLC

Accepted by:

MORPHOTRAK, LLC

Signed by:

Printed Name: Walt Scott

Title: Vice President

Date: 3/30/2016

GLENDALE POLICE DEPARTMENT

Signed by:

Printed Name: Rick St. John

Title: Assistant Chief of Police

Date: 4-6-16

ATTEST:

City Clerk
Approved as to form

City Attorney

Exhibit A
DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. SA# 004845-000

CUSTOMER: City of Glendale Police Department

The following table lists the Products under maintenance coverage:

<i>Product</i>	<i>Description</i>	<i>Node Name</i>	<i>Maint Fee</i>
Printer	Lexmark	AZLPTGLN01	1
Printer	Lexmark (OPPIS)	AZLPTGLN02	\$627.90
DDG	Demographic Data Gateway	AZMDDGLN01	\$11,280.15
MM WS	MetaMorpho Full Function Workstation & AUX	AZMGPGLN01	\$12,061.35
MM WW	MetaMorpho Full Function Workstation	AZMGPGLN02	\$9,757.65
MT 200	MorphoTouch 200	AZMMTGLN01	\$284.55
OPPIS	Optical Print and Photo Image Subsystem	AZMOPGLN01	\$1,464.75
ILS2 LiveScan	Mobile Livescan	AZXLGSLN02	\$4,711.35
Added Equipment			
Sales Order #13748 – Prorated 09/01/15 – 06/30/16			
DigiScan	Web Full Client (Hardware/Software)	AZMDSGLN01	\$255.68
Printer	Mono Card Printer, 2 Drawers	AZLPTGLN01	\$255.94
Sales Order #14997 – Prorated 01/16 – 06/30/16			
ELSA	P255/M LiveScan booking workstation, Mobile	AZMELGLN01	\$2,032.39

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 # 004845-000 REV1

Date March 30, 2016

New Term Effective Start July 1, 2015

End June 30, 2016

CUSTOMER: Address (1): Address (2): CITY, STATE, ZIP CODE:	City of Glendale 6835 N. 57 th Glendale, AZ 85301	BILLING AGENCY: Address (1): Address (2): CITY, STATE, ZIP CODE:	
CONTACT NAME: CONTACT TITLE TELEPHONE: FAX: Email:	Debora Black Chief (623)930-3059 dblack@glendaleaz.com	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 Printrak™ BIS System

STANDARD SUPPORT	ANNUAL FEE
<input checked="" type="checkbox"/> 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	\$ 43,213.91
STANDARD SUPPORT TOTAL	\$ 43,213.91

SUPPORT OPTIONS	ANNUAL FEE
<input checked="" type="checkbox"/> 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
<input checked="" type="checkbox"/> Parts Support – Best Effort Basis ♦ Parts Ordered & Shipped Next Business Day ♦ Parts Customer Alert Bulletins ♦ <i>If customer is providing their own on-site hardware support, the following applies:</i> * Customer Orders & Replaces Parts * Telephone Technical Support for Parts Replacement Available	\$ Included
<input checked="" type="checkbox"/> UPLIFTS ♦ Increase PPM to 24 x 7 software support ♦ Increase Response Time to 4 hour on site and 1 hour telephone	\$ Included \$ Included
SUPPORT OPTIONS TOTAL	\$ Included as checked

THIRD PARTY SUPPORT	ANNUAL FEE
<input type="checkbox"/> THIRD PARTY VENDOR NAME: ♦ TERM DATE: ♦ COVERAGE:	\$ N/A
THIRD PARTY SUPPORT TOTAL	\$ N/A

USERS CONFERENCE – NORTH AMERICA	ANNUAL FEE
<input type="checkbox"/> Users Conference Attendance (\$2,950 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
<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: Marjan Khorashadi-Zadeh, (714)575-2964, marjan.khorashadi-zadeh@morpho.com
SUPPORT TOTAL* \$ 43,213.91

USERS CONFERENCE TOTAL \$ N/A
FULL TERM FEE GRAND TOTAL* \$ 43,213.91

*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (IF APPLICABLE)

Exhibit D

DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. 004845-000

CUSTOMER: Glendale Police Department

The following are Seller's current billable rates, subject to an annual change.

COVERAGE HOURS (PPM)	BILLABLE RATES <small>(OUTSIDE THE SCOPE OF A CURRENT EXECUTED AGREEMENT)</small>
8am-5pm, M-F (local time)	\$160 per hour, 2 hours minimum
After 5p, Saturday, Sunday, Seller Holidays	\$240 per hour, 2 hours minimum

COVERAGE HOURS (PPM)	BILLABLE RATES <small>(WITHOUT AN AGREEMENT)</small>
8am-5pm, M-F (local time)	\$320 per hour, 2 hours minimum
After 5p, Saturday, Sunday, Seller Holidays	\$480 per hour, 2 hours minimum