

AGREEMENT FOR SERVICES #018-S1510

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and MT USA, LLC, a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 296 Concord Road, Bellerica, MA 018201, and whose Agent for Service of Process is CSC-Lawyers Incorporating Service, 2710 Gateway Oaks Dr., Suite 150N, Sacramento, CA 95833, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide equipment maintenance on LIVESCAN fingerprinting equipment located in various offices in El Dorado County on an "as requested" basis for the Sheriff's Office; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide maintenance on fingerprinting equipment located in various offices for the El Dorado County Sheriff's Office. Services shall include those described in Exhibit "A", marked "Morphotrust USA, Inc, System Maintenance Terms and Conditions", incorporated herein and made by reference a part hereof. To the extent any terms in Exhibit "A" conflict with this Agreement, terms in this Agreement shall control.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2014 through June 30, 2015.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "B", marked "Maintenance – Summary Worksheet", and "Maintenance Agreement Addendum Quotation", incorporated herein and made by reference a part hereof.

All invoices are to reference Agreement #018-S1510 and sent to:

El Dorado County Sheriff's Office
Attention: Accounting Department
300 Fair Lane
Placerville, CA 95667

Total amount of this Agreement shall not exceed \$55,721.00.

ARTICLE IV

License: Contractor warrants and represents that he/she is duly licensed in good standing by the State of California to perform the services under this Agreement, and that Contractor shall maintain said license in good standing throughout the term of this Agreement

ARTICLE V

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to

the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
SHERIFF'S OFFICE
300 FAIR LANE
PLACERVILLE, CA 95667
ATTN: PHIL DOLD

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Terri Daly, Purchasing Agent

Notices to Contractor shall be addressed as follows:

MT USA, LLC
296 CONCORD ROAD
BELLERICA, MA 018201
ATTN: MATTHEW DIEDERICH

or to such other location as the Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall

be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30)

days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%)

percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Phil Dold, Sheriff's Communication Manager, Sheriff's Office, or successor.

ARTICLE XXV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

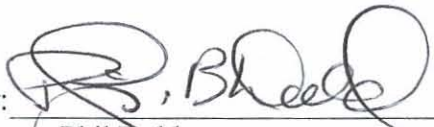
ARTICLE XXVIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXIX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 

Phil Dold
Sheriff's Communications Manager
Sheriff's Office

Dated: 4/25/14

Requesting Department Head Concurrence:

By: 

John D'Agostini
Sheriff
Sheriff's Office

Dated: 4/25/14

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"


ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

MT USA, LLC.
~~MORPHOTRUST USA, LLC~~
A DELAWARE CORPORATION

By: 
Matthew Diederich
Vice President of Customer Service
"Contractor"

Dated: 5/8/14

By: 
Asst Corporate Secretary

Dated: 5/8/2014

(td)

(#018-S1510)

EXHIBIT "A"

MORPHOTRUST USA, INC. SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

MorphoTrust™ Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in MorphoTrust USA, Inc.'s ("MorphoTrust") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), MorphoTrust, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by MorphoTrust are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the MorphoTrust TouchCare Support Center via MorphoTrust toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to MorphoTrust's technical support staff to resolve unique problems.
- MorphoTrust shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become MorphoTrust's property. MorphoTrust shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by MorphoTrust, replacement parts and components needed at international destinations shall be shipped by MorphoTrust to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event MorphoTrust ships replacement parts and components to an international destination, the

Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.

- MorphoTrust shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by MorphoTrust and for which MorphoTrust, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current MorphoTrust Maintenance Agreement Addendum. Customer shall provide MorphoTrust with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and MorphoTrust shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then MorphoTrust shall install the Update during any subsequently scheduled on-site visit by MorphoTrust for service of the System. An "Update" means a new release of such System software components that are developed by MorphoTrust which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. MorphoTrust's *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an MorphoTrust field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. MorphoTrust shall use its best efforts to have an MorphoTrust's field service engineer at the

Customer's facility within four (4) hours from the time the engineer is dispatched by MorphoTrust's Help Desk for customers located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort. Generally, a *significant development effort* is one that takes MorphoTrust more than one full business day to develop, and a *significant deployment effort* is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. MorphoTrust's 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an MorphoTrust field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. MorphoTrust shall use its best efforts to have an MorphoTrust's

field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by MorphoTrust's Help Desk if Customer's facility is located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.

- Upon MorphoTrust's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at MorphoTrust's then current rates.
- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort. Generally, a *significant development effort* is one that takes MorphoTrust more than one full business day to develop, and a *significant deployment effort* is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. MorphoTrust's Help Desk Maintenance Services are as follows:

- The Services do not include any MorphoTrust on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the MorphoTrust Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) MorphoTrust trained System manager on the

Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with MorphoTrust's periodic requirements. Unless otherwise agreed in writing by MorphoTrust, the Customer shall be responsible for the installation of each Update.

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust shall furnish all parts and components necessary for the maintenance of the System. MorphoTrust's shipment of a replacement part to Customer will be initiated promptly after the MorphoTrust's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by MorphoTrust to be returned to MorphoTrust, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to MorphoTrust within two (2) weeks after receipt of the replacement part. MorphoTrust is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for MorphoTrust on-site service, MorphoTrust shall use its best efforts to have an MorphoTrust field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by MorphoTrust's Help Desk. Customer shall pay for such on-site service on a time and travel basis at MorphoTrust's then current rates and travel policies, respectively. Prior to dispatch of an MorphoTrust engineer, Customer shall either provide MorphoTrust with a purchase order ("P.O."), complete MorphoTrust's P.O. Waiver form, or provide MorphoTrust with a valid credit card number.

E. Preventive Maintenance Services. MorphoTrust's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with MorphoTrust's specifications for such System. MorphoTrust and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with MorphoTrust's 24/7 Maintenance Services and MorphoTrust's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with MorphoTrust's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond MorphoTrust's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than MorphoTrust's authorized service representatives, or if parts, accessories, or components not authorized by MorphoTrust are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by MorphoTrust to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.

- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in MorphoTrust's System documentation.

B. Availability of Additional Services. At Customer's request, MorphoTrust may agree to perform the excluded services described immediately above in accordance with MorphoTrust's then current rates. Other excluded services that may be agreed to be performed by MorphoTrust shall require MorphoTrust's receipt of a Customer P.O., Customer's completion of MorphoTrust's P.O. Waiver form, or Customer providing MorphoTrust with a valid credit card number before work by MorphoTrust is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by MorphoTrust before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. MorphoTrust's inspection will be billed at MorphoTrust's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from MorphoTrust or an MorphoTrust authorized or identified vendor, at Customer's sole expense: (i) all MorphoTrust and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. MorphoTrust will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact MorphoTrust's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon MorphoTrust's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and MorphoTrust's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be MorphoTrust's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of MorphoTrust's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of MorphoTrust, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay MorphoTrust's fees for Services or parts as provided hereunder when due: (i) MorphoTrust may suspend performance of its obligation to provide Services until the account is brought current; and (ii) MorphoTrust may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay MorphoTrust's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

MorphoTrust shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, MORPHOTRUST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL MORPHOTRUST' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR MORPHOTRUST' SERVICES ACTUALLY PAID BY CUSTOMER TO MORPHOTRUST UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL MORPHOTRUST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND MORPHOTRUST' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

MorphoTrust may deliver MorphoTrust-developed Updates to Customer. The terms of MorphoTrust's end user license for the MorphoTrust's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

If under Agreement, MorphoTrust provides Customer with MorphoTrust developed software in furtherance of Customer's contract with any U.S. federal, state or local government entity, then unless agreed in advance and in writing by MorphoTrust's Chief Security Officer or Chief Compliance Officer, Customer shall not provide, share, allow access to, or otherwise disclose any such MorphoTrust developed software to anyone not employed by MorphoTrust or the U.S. federal, state or local government entity customer of Customer.

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of MorphoTrust and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of MorphoTrust.



March 26, 2014

El Dorado County Sheriff Office
300 Fair Ln
Placerville, CA 95667

RE: Sole Source Letter

Dilip Mehta:

The MorphoTrust USA™ TouchPrint Live Scan Fingerprinting Systems are highly specialized systems containing proprietary hardware designs and proprietary application and customization software. Both hardware and software functionality of these systems can be effectively maintained only by our engineers due to the proprietary nature of their design. Updates to the proprietary hardware and software are developed and made available by us. As such, these systems should be maintained only by our authorized technicians under a standard maintenance agreement or on a time and materials basis.

If any unauthorized technician works or tampers with our TouchPrint Fingerprinting System without express written permission from a regional technical manager, any service calls that are made by MorphoTrust USA to correct problems resulting from the unauthorized work will be charged to the customer on a time and materials basis.

If you have any questions regarding this issue, please contact me at 952-945-3373.

Sincerely,

Penny Van Lith

Penny Van Lith
Contracts Administrator



Exhibit "B"

El Dorado County Sheriff, CA
 Maintenance - Summary Worksheet "Only"
 2014-15 (7-1-14 through 6-30-15, unless otherwise stated)
 3-25-2014

Account	Address	System Part #	Serial #	TP-PRT-DUP, Printer S/N	Maint. Start	Maint. End	Coverage Chose	System Cost	Printer Cost	Total \$
1 El Dorado County Sheriff Office	300 Fair Lane, Placerville	TP-3800XCH-ED	1006-00377A	NP-97	7-1-14	6-30-15	9/5	5,700.00	342.00	6,042.00
2 El Dorado County Sheriff Office	1051 Al Tahoe Rd., South Lake Tahoe	TPE-4800XDFS-ED	15355-01	---	7-1-14	6-30-15	9/5	3,150.00	---	3,150.00
3 El Dorado County Sheriff Office	1360 Johnson Blvd., South Lake Tahoe	TP-3800XCH-ED	3804-00140A	991HXCL	7-1-14	6-30-15	9/5	5,700.00	342.00	6,042.00
4 El Dorado County Sheriff Office	300 Forni Road, Placerville	TPE-4100UXDFS-ED	ACJ467001438-1	---	7-1-14	6-30-15	9/5	1,599.00	---	1,599.00
5 Placerville Police Department	730 Main Street, Placerville	TPE-4800XDFS-ED	16108-01	16108-02	7-1-14	6-30-15	9/5	3,150.00	342.00	3,492.00
6 South Lake Tahoe Police Dept.	1352 Johnson Blvd, South Lake Tahoe	TP-3800XCH-ED	1206-00397A	NP-1961	7-1-14	6-30-15	9/5	5,700.00	342.00	6,042.00
									Qt. ID: 6056	26,367.00
7 El Dorado County Probation	299 Fairlane Road, Placerville	TP-3800XCH-ED	1006-00384A	NP-1761	7-1-14	6-30-15	24/7	6,800.00	456.00	7,256.00
8 El Dorado County Probation	1041 Al Tahoe Blvd., South Lake Tahoe	TP-3800XCH-ED	1206-00387	NP-1762	7-1-14	6-30-15	24/7	6,800.00	456.00	7,256.00
9 El Dorado County Sheriff Office	300 Forni Road, Placerville	TP-3800XCH-ED	2406-00451A	---	7-1-14	6-30-15	24/7	6,800.00	---	6,800.00
10 El Dorado County Sheriff Office	1051 Al Tahoe Rd, South Lake Tahoe	TP-3800XCH-ED	AAV517000266A	---	7-1-14	6-30-15	24/7	6,800.00	---	6,800.00
									Qt. ID: 6055	28,112.00
11 El Dorado County Office of Edu	6767 Green Valley Rd., Placerville	TPE-4100	42891-01A	---	7-1-14	6-30-15	Helpdesk	1,242.00	---	1,242.00
									Qt. ID: 6054	1,242.00
TOTAL:										\$55,721.00

***Reference Quote ID's: 6056 (9/5), 6055 (24/7), 6054 (Helpdesk) - (attached)

BILL TO:
 El Dorado County Sheriff Office
 300 Fair Lane
 Placerville, CA 95667

CONTACT
 Dilip Mehta
 Phone: 530-621-5690
 Fax: 530-642-9473
 mehtad@edso.org

9-15 c.



MorphoTrust USA
5705 W. Old Shakopee Road
Suite 100
Bloomington, MN 55437-3107
USA
Phone (800) 932-0890
FAX (952) 932-7181

MAINTENANCE AGREEMENT ADDENDUM QUOTATION

QUOTE ID: 6056
QUOTE DATE: 03/25/14
CUSTOMER ID: BD-1274
PRICE LIST: SL-LAWENF

BILL TO: EL DORADO COUNTY SHERIFF OFFICE
300 FAIR LN

COVERAGE
START DATE: 07/01/14
END DATE: 06/30/15

PLACERVILLE, CA 95667
United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION: EL DORADO COUNTY SHERIFF OFFICE - 300 FAIR LN PLACERVILLE, CA 95667				
3800XCH- M95	ANNUAL 9/5 MAINTENANCE			
TP-3800XCH-ED		1006-00377A	1	\$5,700.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TP-PRT-DUP		NP-97	1	\$342.00
EQUIPMENT LOCATION: EL DORADO COUNTY SHERIFF OFFICE - 1051 AL TAHOE RD SOUTH LAKE TAHOE, CA 96150				
4800XDFS-M95	ANNUAL 9/5 MAINTENANCE			
TPE-4800XDFS-ED		15355-01	1	\$3,150.00
EQUIPMENT LOCATION: EL DORADO COUNTY SHERIFF OFFICE - 1360 JOHNSON BLVD STE 100 SOUTH LAKE TAHOE, CA 96150				
3800XCH- M95	ANNUAL 9/5 MAINTENANCE			
TP-3800XCH-ED		3804-00140A	1	\$5,700.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TP-PRT-DUP		991HXCL	1	\$342.00
EQUIPMENT LOCATION: EL DORADO COUNTY SHERIFF OFFICE - 300 FORNI RD PLACERVILLE, CA 95667				
4100XDFS- M95	ANNUAL MAINTENANCE 9/5			
TPE-4100UXDFS-ED		ACJ467001438-1	1	\$1,599.00

915 C.

EQUIPMENT LOCATION: PLACERVILLE POLICE DEPARTMENT - 730 MAIN STREET PLACERVILLE, CA 95667
4800XDFS-M95 ANNUAL 9/5 MAINTENANCE

TP-4800XDFS-ED	16108-01	1	\$3,150.00
PRT- DUP- M95 ANNUAL 9/5 MAINTENANCE			
TP-PRT-DUP	16108-02	1	\$342.00

EQUIPMENT LOCATION: SOUTH LAKE TAHOE POLICE DEPARTMENT - 1352 JOHNSON BOULEVARD SOUTH LAKE TAHOE, CA 96150
3800XCH- M95 ANNUAL 9/5 MAINTENANCE

TP-3800XCH-ED	1206-00397A	1	\$5,700.00
PRT- DUP- M95 ANNUAL 9/5 MAINTENANCE			
TP-PRT-DUP	NP-1961	1	\$342.00

TOTAL: \$26,367.00

PLEASE CHECK PREFERRED BILLING: ANNUAL INVOICE OR QUARTERLY INVOICE OR MONTHLY INVOICE

NAME: PENNY VAN LITH	PO NUMBER: _____
TITLE: Maintenance Contract Admin	SIGNATURE BY: _____
PHONE: (952) 945-3373	NAME(Print) / DATE _____
FAX: (952) 852-8747	TITLE: _____
EMAIL: PVanlith@morphotrust.com	PHONE / FAX: _____
	EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM



MorphoTrust USA
5705 W. Old Shakopee Road
Suite 100
Bloomington, MN 55437-3107
USA
Phone (800) 932-0890
FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION**

QUOTE ID: 6054
QUOTE DATE: 03/25/14
CUSTOMER ID: BD-1274
PRICE LIST: SL-LAWENF

BILL TO: EL DORADO COUNTY SHERIFF OFFICE
300 FAIR LN

COVERAGE

START DATE: 07/01/14
END DATE: 06/30/15

PLACERVILLE, CA 95667
United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION: EL DORADO COUNTY OFFICE OF EDUCATION - 6767 GREEN VALLEY ROAD PLACERVILLE, CA 95667				
4100XDFS- MHD	ANNUAL MAINTENANCE HELP DESK			
TP-4100		42891-01A	1	\$1,242.00
TOTAL:				\$1,242.00

PLEASE CHECK PREFERRED BILLING: ANNUAL INVOICE OR QUARTERLY INVOICE OR MONTHLY INVOICE

NAME: PENNY VAN LITH PO NUMBER: _____
TITLE: Maintenance Contract Admin SIGNATURE BY: _____
PHONE: (952) 945-3373 NAME(Print) / DATE: _____
FAX: (952) 852-8747 TITLE: _____
EMAIL: PVanlith@morphotrust.com PHONE / FAX: _____
EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

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