



**CITY OF BELTON
CITY COUNCIL
SPECIAL MEETING
TUESDAY, MARCH 21, 2017 – 7:00 PM
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL SPECIAL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. ORDINANCES
 - A. Motion approving both readings of Bill No. 2017-34:
An ordinance authorizing the City of Belton, Missouri through its Police Department to renew a maintenance and support agreement with Morphotrak, LLC for the automated fingerprint identification system.

Page 3

- V. Motion to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; and matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9, and that the record be closed.
- VI. ADJOURN SPECIAL MEETING

SECTION IV

A

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW A MAINTENANCE AND SUPPORT AGREEMENT WITH MORPHOTRAK, LLC FOR THE AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM.

WHEREAS, the Belton Police Department received a new Automated Fingerprint Identification System (AFIS) in 2013, from Missouri Department of Public Safety replacing the previously outdated system; and

WHEREAS, the Belton Police Department has entered into a maintenance and support agreement with MorphoTrak in the past and found their services to be a reliable and quality resource; and

WHEREAS, MorphoTrak is the only state vendor for this service; and

WHEREAS, the funding source for this agreement is the Belton Police Department's and Municipal Jail's Maintenance Agreement fund for the amount of \$4,824.00; and

WHEREAS, the City Council believes this maintenance and support agreement to keep the Automated Fingerprint Identification System (AFIS) functioning properly is in the best interests of the City of Belton.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI,

SECTION 1. That the City Council hereby authorizes and approves renewal of the Maintenance and Support Agreement for the Automated Fingerprint Identification System (AFIS), herein attached and incorporated as **Exhibit A** to this ordinance.

SECTION 2. That the Police Chief is authorized to sign the agreement on behalf of the City of Belton.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage approval.

READ FOR THE FIRST TIME: March 21, 2017

READ FOR THE SECOND TIME AND PASSED: March 21, 2017

Mayor Jeff Davis

Approved this 21st day of March, 2017.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for the first reading at a meeting of the City Council held on the 21st day of March, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 21st day of March, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES COUNCILMEN:

ABSENT COUNCILMEN:

Patricia A. Ledford, City Clerk
Of the City of Belton, Missouri



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: March 21, 2017
ASSIGNED STAFF: James R. Person, Chief of Police
DEPARTMENT: Police Department

Approvals

Engineer: Dept. Dir: Attorney: City Admin.:

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Other
<input type="checkbox"/> Motion			

ISSUE/REQUEST: The renewal of the maintenance agreement and software update for the Livescan computerized fingerprint system.

PROPOSED CITY COUNCIL MOTION: An Ordinance authorizing the City of Belton, Missouri through its Police Department to renew a Maintenance and support Agreement with MorphoTrak, LLC, for the Automated Fingerprint Identification System.

BACKGROUND: *(including location, programs/departments affected, and process issues)*
Morphotrak is our livescan provider through the state for the Belton Police jail unit. This is the annual maintenance and software upgrade agreement. MorphoTrak is the State of Missouri vendor for this product and service.

IMPACT / ANALYSIS:
This agreement includes software support, on site hardware support and parts support which must be in place to be guaranteed the livescan is working properly. The cost of the maintenance agreement is \$4,824.00, and has increased by \$230.00 from last year's costs. The funding is included in the current year's budget, and will be split between Jail and Police Department budgets.

FINANCIAL IMPACT

Contractor:	Morphotrak
Amount of Request/Contract:	\$4,824.00
Amount Budgeted:	\$4,000.00
Funding Source:	010-3900-400-2015
Additional Funds	\$ 824.00
Funding Source	010-3800-400-3015
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		
The cost is split between the Jail and Police budget.		

STAFF RECOMMENDATION: Approve
OTHER BOARDS & COMMISSIONS ASSIGNED:
Date:
Action:

List of reference Documents Attached:

Morphotrak Maintenance Agreement
Morphotrak Price sheet



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

February 22, 2017

Chief James Person
Belton Police Department
7001 E. 163rd St
Belton, MO 64012

**RE: Maintenance and Support Agreement 004276-001
Equipment Type: LiveScan**

Dear Chief Person:

By means of this letter, MorphoTrak, LLC ("MorphoTrak" or "Seller") hereby extends Belton Police Department 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 for the period April 1, 2017 through March 31, 2018. 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 March 31, 2017.** Failure to return this fully executed letter on or before March 31, 2017 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

BELTON 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. 004276-001

CUSTOMER: Belton Police Department

The following table lists the Products under maintenance coverage:

<i>Product</i>	<i>Description</i>	<i>Node Name</i>	<i>Qty</i>
LiveScan	MorphoTrak ELSA P255C cab, livescan booking station, 2-Finger FAST ID, rolled finger/palms, 500ppi.	MOELSAC14	1
Printer	Lexmark MS 810/BLP Black & White Laser Printer	MOELSACLEX14	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 # 005619-000 Date February 22, 2017
 New Term Effective Start April 1, 2017 End March 31, 2018

CUSTOMER: Belton Police Department	BILLING AGENCY: SAME
Address (1):	Address (1):
Address (2): 7001 E. 163rd St	Address (2):
CITY, STATE, ZIP CODE: Belton, MO 64012	CITY, STATE, ZIP CODE:
CONTACT NAME: Chief James Person	CONTACT NAME:
CONTACT TITLE:	CONTACT TITLE:
TELEPHONE: 816-348-4412	TELEPHONE:
FAX:	FAX:
Email:	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	\$ 4,824.00
STANDARD SUPPORT TOTAL	\$ 4,824.00

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 ♦ 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 type="checkbox"/> UPLIFTS ♦ Increase PPM to _____ \$ N/A ♦ Increase Response Time to _____ \$ N/A	
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 (\$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
<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* \$ 4,824.00
USERS CONFERENCE TOTAL \$ N/A
FULL TERM FEE GRAND TOTAL* \$ 4,824.00
*Exclusive of taxes if applicable

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