

**LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM**

1. DATE OF PROPOSED ACTION: April 15, 2014

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchase ☐ Claims
☒ Contracts/Agreements/lease ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other _____

3. DEPARTMENT: Sheriff's

APPLICANT: Morpho Trust USA Inc. AGENT: Capt Jensen

4. DESCRIPTION: renewal of maintenance agreement for the fingerprinting equipment in the Laramie County Detention Center.

Amount \$ 7,158⁰⁰ From 6/1/2014 to 5/31/2015

5. DOCUMENTATION: 2 Originals

Clerks Use Only:

Commissioner

Ash _____
Hasenauer _____
Holmes _____
Humphrey _____
Thompson _____
Action _____
Postponed/Tabled _____

Signatures

Co Attny _____
Assist Co Attny _____
Grants Manager _____
Outside Agency _____

SECOND ADDENDUM TO MAINTENANCE AGREEMENT
between
Laramie County and MorphoTrust USA, Incorporated

THIS SECOND ADDENDUM is made and entered into by and between Laramie County, 310 West 19th Street, Cheyenne Wyoming, 82001 (hereinafter referred to as "COUNTY"), and MorphoTrust USA, Inc., 5705 West Old Shakopee Road, Suite 100, Bloomington, MN 55437-3107 (hereinafter referred to as "CONTRACTOR"). The parties agree as follows:

I. PURPOSE AND TERM

The purpose of this Second Addendum is to renew the System Maintenance Terms and Conditions Agreement for use with U.S. End Users Customers for the 3800XCH-M95 (TP-3800XCH-ED) and the PRT-DUP-M95 (TP-PRT-DUP) and TP-3800XCH-ED (TP-PRINTER-PM) fingerprinting equipment at the Laramie County Sheriff's Department Complex, located at 1910 Pioneer Avenue, Cheyenne, Wyoming 82001, which Agreement and Addendum were entered into between the parties in May 2012 (Contract No. 120515-06). This Second Addendum shall be effective until May 31, 2015, unless terminated pursuant to the terms of the Agreement.

II. PAYMENT

COUNTY agrees to pay CONTRACTOR for maintenance as set forth in the attached Maintenance Agreement Addendum Quotation, consisting of two (2) pages, which is incorporated by reference herein. CONTRACTOR shall bill COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). No payment shall be made before the last signature is affixed to this Second Addendum.

III. PREVIOUS AGREEMENT

All terms and conditions of the System Maintenance Terms and Conditions Agreement and Addendum between COUNTY and CONTRACTOR remain in full force and effect, except as modified in this Second Addendum, and are applicable hereto. That Agreement and Addendum are incorporated by reference as if fully set forth herein.

[The remainder of this page intentionally left blank.]

SECOND ADDENDUM TO MAINTENANCE AGREEMENT
between
Laramie County and MorphoTrust USA, Incorporated

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Diane Humphrey, Chairman
Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debbye Lathrop, Laramie County Clerk

CONTRACTOR

By: Matt J. Dineen Date 3/28/14
NAME:
Title:

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

By: Bernard P. Haggerty Date 3-31-14
Bernard P. Haggerty, Deputy Laramie County Attorney



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: 6085
QUOTE DATE: 03/27/14
CUSTOMER ID: BD-1851
PRICE LIST: SL-LAWENF

BILL TO: LARAMIE COUNTY SHERIFF
1910 PIONEER AVENUE

CHEYENNE, WY 82001
United States

COVERAGE
START DATE: 06/01/14
END DATE: 05/31/15

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION: LARAMIE COUNTY SHERIFF - 1910 PIONEER AVENUE CHEYENNE, WY 82001				
3800XCH- M95	ANNUAL 9/5 MAINTENANCE			
TP-3800XCH-ED		AAV187000198	1	\$5,700.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TP-PRT-DUP		NP-528	1	\$342.00
TP- 3800XCH- PM	Preventive Maintenance			
TP-3800XCH-ED		AAV187000198	3	\$786.00
TP- PRINTER- PM	PREVENTIVE MAINTENANCE			
TP-PRT-DUP		NP-528	3	\$330.00
TOTAL:				\$7,158.00

PLEASE CHECK PREFERRED BILLING:	<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input type="checkbox"/> MONTHLY INVOICE
NAME: DIANE HAUSER	PO NUMBER: _____				
TITLE: Maintenance Contract Admin	SIGNATURE BY: _____				
PHONE: (952) 979-8479	NAME(Print) / DATE: _____				
FAX: (952) 852-8747	TITLE: _____				
EMAIL: DHauser@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