

THIRD AMENDMENT TO AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MORPHOTRUST USA, LLC.

(hereinafter referred to as "MORPHOTRUST USA, LLC")
having its principal place of business at
296 Concord Road, Suite 300
Billerica, MA 01821

WHEREAS, SBBC and L-1 Enrollment Services entered into an Agreement dated December 15, 2009 (hereinafter referred to as "Agreement"), under RFP 29-067N – Fingerprinting and Background Check Services for the purpose of providing fingerprinting and background check services; and

WHEREAS, On January 1, 2014, MORPHOTRUST was converted to a limited liability company on December 31, 2013 and MORPHOTRUST's corporate name was officially changed from MorphoTrust USA, Inc. to MorphoTrust USA, LLC. all references to "L-1" or "MORPHO" in the Second Amendment, First Amendment and original Agreement are changed to MORPHOTRUST USA, LLC.

WHEREAS, the Parties mutually desire to amend certain provisions of this Agreement.

WHEREAS, the Agreement was previously modified by a First Amendment to Agreement dated April 6, 2012 and Second Amendment to Agreement dated May 7, 2013.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amend Provisions.** The Parties hereby agree to the following amended provisions to the Agreement which replace, in their entity, Section 2.03 and Attachment A of the Agreement Section 2.1 and Attachment A of the Second Amendment to Agreement the Price Schedule:

2.03 **Fees for Services.** MORPHOTRUST USA, LLC guarantees all-inclusive rates during the term of this Agreement that shall not exceed the rates authorized by this section. SBBC Fees are at the discretion of SBBC. The Chief of the Broward District Schools Police Department may adjust SBBC Fees as needed to produce a lower or higher cost to the applicant. The following fees will be charged by MORPHOTRUST USA, LLC when delivering services under the Agreement shall be a source of income generated for SBBC:

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2.03.1 Category A Applicants – Direct Contact Contractor (FS 1012.465). MORPHOTRUST USA, LLC will charge the following fees to process Category A Applicants:

- MorphoTrust USA, LLC Initial Issuance Processing Fee of \$7.35 (the processing fee includes, but is not limited to, call center and registration services, applicant fingerprint capture, applicant photograph capture, transmission to FDLE and EasyPath email notification)
- MorphoTrust USA, LLC Initial Issuance Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery).
- MorphoTrust USA, LLC Annual Renewal Processing Fee of \$9.00 (the processing fee includes, but is not limited to, call center and registration services, EasyPath email notifications, renewal processing, and database updates).
- MorphoTrust USA, LLC Annual Renewal Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, printing supplies, quality control and delivery).
- MorphoTrust USA, LLC Replacement Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- Applicable FDLE/FBI Initial Issuance Submission Fee (currently \$40.50)
- Applicable FDLE Retention Fee at Issuance (currently \$24.00)
- Applicable FBI Retention Fee at Issuance (currently \$0.00).
- SBBC Initial Issuance Administrative Services Fee of \$12.00
- SBBC Annual Renewal Administrative Services Fee of \$1.00

2.03.2 Category B Applicants – Incidental Contact Contractor (FS 1012.467). MORPHOTRUST USA, LLC will charge the following fees to process Category B Applicants:

- MorphoTrust USA, LLC Initial Issuance Processing Fee of \$7.35 (the processing fee includes, but is not limited to, call center and registration services, applicant fingerprinting capture. Applicant photograph capture, transmission to FDLE and EasyPath email notifications).
- MorphoTrust USA, LLC Issuance Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badging, printing, badge card stock, badge printers, printing supplies, quality control and delivery).
- MorphoTrust USA, LLC Replacement Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, printing supplies, quality control and delivery)
- Applicable FDLE/FBI Initial Issuance Submission Fee (currently \$40.50)
- Applicable FDLE Retention Fee at Issuance (currently \$24.00)
- Applicable FBI Retention Fee at Issuance (currently \$0.00)
- SBBC Initial Issuance Administrative Services Fee of \$12.00

THIRD AMENDMENT TO AGREEMENT (Continued)

2.03.3 Category C Applicants – Dual Purpose (FS 1012.32): MORPHOTRUST USA, LLC will charge the following fees to process Category C Applicants:

- MorphoTrust USA, LLC Initial Issuance Processing Fee of \$8.50 (the processing fee includes, but is not limited to, call center and registration services, applicant fingerprint capture, applicant photograph capture, transmission to FDLE and EasyPath email notifications).
- MorphoTrust USA, LLC Initial Issuance Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- MorphoTrust USA, LLC Annual Renewal Processing Fee of \$9.00 (the processing fee includes, but is not limited to, call center and registration services, EasyPath email notifications renewal processing and data base updates)
- MorphoTrust USA, LLC Annual Renewal Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- MorphoTrust USA, LLC Replacement Processing Fee of \$9.00 (the processing fee includes, but is not limited to, call center and registration services, applicant and EasyPath email notifications)
- MorphoTrust USA, LLC Replacement Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- Applicable FDLE/FBI Initial Issuance Submission Fee (currently \$40.50)
- Applicable FDLE Retention Fee at Issuance (currently \$6.00) Applicable FDLE Retention Fee at Annual Renewal (currently \$6.00)
- Applicable FBI Retention Fee at Issuance (currently \$0.00)
- SBBC Initial Issuance Administrative Services Fee of \$10.00
- SBBC Annual Renewal Administrative Services Fee of \$0.00
- SBBC Replacement Badging Administrative Services of \$1.00

2.03.4 Category D Applicants – Florida Shared School Results (FSSR) (FS 1012.465): MORPHOTRUST will charge the following fees to process Category D Applicants:

- MorphoTrust USA, LLC Initial Issuance Processing Fee of \$0.00 (the processing fee includes, but is not limited to, call center and registration services, and EasyPath email notifications)
- MorphoTrust USA, LLC Initial Issuance Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- MorphoTrust USA, LLC Annual Renewal Processing Fee of \$9.00 (the processing fee includes, but is not limited to, call center and registration services, and EasyPath email notification)
- MorphoTrust USA, LLC Annual Renewal Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)

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- MorphoTrust USA, LLC Replacement Processing Fee of \$0.00 (the processing fee includes, but is not limited to, call center and registration services, and EasyPath email notifications)
- MorphoTrust USA, LLC Replacement Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- Applicable FDLE/FBI Initial Issuance Submission Fee (currently \$0.00)
- Applicable FDLE Retention Fee at Initial Issuance (currently \$0.00)
- Applicable FDLE Retention Fee at Annual Renewal (currently \$0.00)
- Applicable FBI Retention Fee at Issuance (currently \$0.00)
- SBBC Initial Issuance Administrative Services Fee of \$0.00
- SBBC Annual Renewal Administrative Services Fee of \$1.00
- SBBC Replacement Badging Administrative Services Fee of \$0.00

2.03.5 Category E Applicants – Florida Shared School Results (FSSR) (FS 1012.467): MORPHOTRUST will charge the following fees to process Category E Applicants:

- MorphoTrust USA, LLC Initial Issuance Processing Fee of \$0.00 (the processing fee includes, but is not limited to, call center and registration services and EasyPath email notifications)
- MorphoTrust USA, LLC Initial Issuance Badging Fee of \$10.00 (badging fee includes, but is not limited to, call center and registration services, , EasyPath email notifications, badge proofing, printing, quality control and delivery)
- MorphoTrust USA, LLC Replacement Processing Fee of \$0.00
- MorphoTrust USA, LLC Replacement Badging Fee of \$10.00 (the badging fee includes, but is not limited to, badge proofing, printing, badge card stock, badge printers, printing supplies, quality control and delivery)
- Applicable FDLE/FBI Initial Issuance Submission Fee (currently \$0.00)
- Applicable FDLE Retention Fee at Initial Issuance (currently \$0.00)
- Applicable FDLE Retention Fee at Annual Renewal (currently \$0.00)
- Applicable FBI Retention Fee at Issuance (currently \$0.00)
- SBBC Initial Issuance Administrative Services Fee of \$0.00
- SBBC Replacement Badging Administrative Service of \$0.00

2.03.6 Category F Applicants – Charter School Personnel (FS 1012.32): MORPHOTRUST USA, LLC will charge the following fees to process Category F Applicants:

- MorphoTrust USA, LLC Processing Fee of \$15.00 (the processing fee includes, but is not limited to, call center and registration services, applicant fingerprint capture applicant photograph capture, transmission to FDLE and EasyPath email notifications)
- Applicable FDLE/FBI Submission Fee (currently \$40.50)
- Applicable FDLE Retention Fee (currently \$0.00)
- Applicable FBI Retention Fee at Issuance (currently \$0.00)
- SBBC Administrative Services Fee of \$14.50

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2.03.7 Fee for Additional Services: In the event that SBBC requests MORPHOTRUST USA, LLC to provide any additional services beyond the issuance of badges under Categories A, B, C, D and E, MORPHOTRUST USA, LLC will provide SBBC's Chief of Police an estimate of the cost of such services billed at a rate of \$150.00 per hour and receive approval from SBBC's Chief of Police prior to the provision of the estimated services. SBBC authorizes SBBC's Chief of Police to approve the provision of such additional services up to a maximum of \$5,000 during the term of this Agreement and to pay for such additional services from the revenues derived by SBBC from the fees generated under this Agreement.

SBBC reserves the right to process applicants for issuance of identification badges, including, but not limited to, fingerprinting and photographing applicants that are covered under the provisions of this contract due to the following reasons:

a) Transition time period for production of the uniform statewide identification badge by MORPHOTRUST USA, LLC during the 2013/2014 school year; and

b) Exigent circumstances as determined by the sole judgment of SBBC's Chief of Police or his/her designee.

1.03 Order of Precedence Among Agreement Documents. In the event of a conflict between the following documents, which are incorporated herein by reference, the Parties agree that the order of priority shall be as follows:

First:	This Third Amendment to Agreement; then
Second:	Second Amendment to Agreement; then
Third:	First Amendment to Agreement; then
Fourth:	Agreement; then
Fifth:	Addendum No. 1 of RFP 29-067N; then
Sixth:	RFP 29-067N – Fingerprinting and Background Check Services; then
Seventh:	Proposal submitted in response to the RFP by Integrated Biometric Technology d/b/a L-1 Enrollment Services

1.04 Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 Authority. Each party to the Third Amendment to Agreement warrants that the person executing on such party's behalf has full legal power to execute this Third Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment to Agreement.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 06/09/14
Office of the General Counsel

FOR MORPHOTRUST

(Corporate Seal)

ATTEST:

MORPHOTRUST USA, LLC.

By

Robert Eckel, President and CEO

_____, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Massachusetts

COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 4th day of May, 2014 by ROBERT ECKEL of MORPHOTRUST, on behalf of the corporation/agency.

He/She is personally known to me or produced license as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 7/19/14

Amy E. Young
Signature - Notary Public

Amy E. Young
Printed Name of Notary

(SEAL)

NA
Notary's Commission No.

