

**THIRD AMENDMENT TO
AGREEMENT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2013, 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

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

WHEREAS, SBBC and MORPHO 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, 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. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amend Provisions.** The Parties hereby agree to the following amended provisions to the Agreement:

2.1 **Amended Tiered Price Proposal.** An amended Tiered Price Proposal is attached hereto and referred to as, **Attachment A**, "Price Schedule". **Attachment A** shall now include pricing related to the uniform statewide identification badge to be worn by non-instructional contractors pursuant to Section 1012.467, Florida Statutes.

SBBC reserves the right to produce identification badges 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 MORPHO during the 2013/2014 school year; and

THIRD AMENDMENT TO AGREEMENT (Continued)

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

3. **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

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

5. **Authority.** Each person signing this Third Amendment to Agreement on behalf of either party individually warrants that he or she 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)

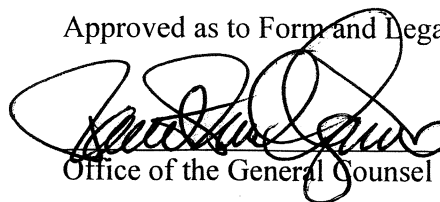
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Laurie Rich Levinson, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel 10/15/13

FOR MORPHO

(Corporate Seal)

ATTEST:

MORPHO TRUST USA, INC.

By 

_____, 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 _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

PRICE SCHEDULE

Direct Contact Contractor – FS 1012.465	<u>Initial Issuance</u>	<u>Annual Renewal</u>
MorphoTrust Capture Fee	\$10.00	\$9.00
FDLE/FBI Fee	\$40.50	\$0.00
Applicant Retention Fee	\$24.00	\$0.00
SBBC Fee *	\$9.35	\$1.00
MorphoTrust Badging Fee	\$10.00	\$10.00
Total	\$93.85	\$20.00

Incidental Contact Contractor – FS 1012.467	<u>Initial Issuance</u>	<u>Annual Renewal</u>
MorphoTrust Capture Fee	\$10.00	\$0.00
FDLE/FBI Fee	\$40.50	\$0.00
Applicant Retention Fee	\$24.00	\$0.00
SBBC Fee *	\$9.35	\$0.00
MorphoTrust Badging Fee	\$10.00	\$10.00
Total	\$93.85	\$10.00

Dual Purpose – FS 1012.32	<u>Initial Issuance</u>	<u>Annual Renewal</u>
MorphoTrust Capture Fee	\$10.00	\$9.00
FDLE/FBI Fee	\$40.50	\$0.00
Applicant Retention Fee	\$6.00	\$6.00
SBBC Fee *	\$8.50	\$0.00
MorphoTrust Badging Fee	\$10.00	\$10.00
Total	\$75.00	\$25.00

FSSR Applicants – FS 1012.465	<u>Issuance</u>	<u>Replacement</u>
MorphoTrust Photo Fee	\$9.00	\$9.00
FDLE/FBI Fee	\$0.00	\$0.00
Applicant Retention Fee	\$0.00	\$0.00
SBBC Fee *	\$1.00	\$1.00
MorphoTrust Badging Fee	\$10.00	\$10.00
Total	\$20.00	\$20.00

FSSR Applicants – FS 1012.467	<u>Issuance</u>	<u>Replacement</u>
MorphoTrust Photo Fee	\$0.00	\$0.00
FDLE/FBI Fee	\$0.00	\$0.00
Applicant Retention Fee	\$0.00	\$0.00
SBBC Fee *	\$0.00	\$0.00
MorphoTrust Badging Fee	\$10.00	\$10.00
Total	\$10.00	\$10.00

PRICE SCHEDULE

Charter Schools – FS 1012.32	<u>Instructional</u>	<u>Non-Instructional</u>
MorphoTrust Fee	\$15.00	\$15.00
FDLE/FBI Fee	\$40.50	\$40.50
Applicant Retention Fee	\$0.00	\$0.00
SBBC Fee *	\$14.50	\$14.50
Total	\$70.00	\$70.00

Per Hour Additional Services Fee **\$150.00**

(*) 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.