

**FINGERPRINT SERVICES AGREEMENT**  
(Florida Department of Law Enforcement)

This FINGERPRINT SERVICES AGREEMENT (the "Agreement"), is made and entered into as of this 2nd day of December, 2022 (the "Effective Date"), by and between **Fieldprint, Inc.**, a Delaware corporation, with offices located at 12000 Commerce Parkway, Suite 100, Mt. Laurel, NJ 08054 ("Fieldprint"), and **Hamilton County School Board** with offices located at **5686 US Highway 129 South Suite 1 Jasper, FL 32052** ("End-User").

In consideration of the mutual covenants, promises and agreements contained herein, the parties, intending to be legally bound hereby, agree as follows:

**1. Fieldprint Services**

Subject to the terms and conditions set forth herein, Fieldprint, Inc. ("Fieldprint") shall provide fingerprints to the Florida Department of Law Enforcement, "FDLE".

**2. Fees; Expenses; Payment Terms; Suspension for Non-Payment**

**a. Fees**

In consideration of the services to be rendered by Fieldprint hereunder, End-User shall pay to Fieldprint a fee as set forth on Schedule "B" (the "Fee"). The Fee is subject to change upon sixty (60) days' notification to End-User and upon mutual agreement of the parties.

**b. Payment Terms**

Applicants will pay to Fieldprint a fee as set forth in Exhibit B. Fieldprint accepts all major credit cards and debit cards. The Card Verification Number for American Express, Discover, Visa, and MasterCard transactions will be required. Fieldprint's system rejects transactions where the code provided by the cardholder is invalid.

**3. Term and Renewal; Termination; Cancellation; Effect of Termination**

- a. This Agreement will become effective on the Effective Date and will remain in effect for an initial period of two (2) years from the Effective Date.
- b. The term of this Agreement shall automatically renew thereafter for additional one (1) year periods; provided, however, End-User shall have the right, in its sole discretion, to cancel, not renew or terminate this Agreement with sixty (60) days notice to the Fieldprint.
- c. Fieldprint shall have the right, in its sole discretion, to cancel, not renew or terminate this Agreement with sixty (60) days notice to End-User.
- d. With just cause, such as a delinquency or violation of the terms of this Agreement or a legal requirement, or a material change in existing legal requirements which adversely affect this Agreement, Fieldprint may, upon its election, discontinue serving End-User and suspend, modify or cancel this Agreement immediately. Upon termination or expiration, neither party shall have any further rights or obligations hereunder except for (i) the parties' respective surviving obligations

under this Agreement, and (i) End-User's obligation to pay Fieldprint the Fees and Expenses due and payable as of the date of termination or expiration.

#### **4. Indemnification**

End-User shall indemnify Fieldprint and each of its respective officers, directors, employees and agents, from and against any and all losses, costs, liabilities, damages and expenses (including, without limitation, all reasonable attorneys' fees and expert witness fees) in connection with any claim, demand, suit, action, judgment or other proceeding brought against Fieldprint, for its respective officers, directors, employees or agents, to the extent based on or arising from,

- a. any breach by the End-User of its representations, warranties or covenants contained in this Agreement or any attached Exhibit or Schedule, including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained under this Agreement, or
- b. any gross negligence or willful misconduct.

Provider shall indemnify End-User and each of its respective officers, directors, employees and agents, from and against any and all losses, costs, liabilities, damages and expenses (including, without limitation, all reasonable attorneys' fees and expert witness fees) in connection with any claim, demand, suit, action, judgment or other proceeding brought against End-User, for its respective officers, directors, employees or agents, to the extent based on or arising from,

- a. any breach by the Provider of its representations, warranties or covenants contained in this Agreement or any attached Exhibit or Schedule, including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained under this Agreement, or
- b. any gross negligence or willful misconduct.

#### **5. Representations, Warranties and Covenants**

The parties hereby represent warrant and covenant as follows:

##### **a. Compliance with Laws**

Each party hereby covenants that, in accepting and using the fingerprint administration services, its employees, agents and subcontractors shall comply with the requirements of the Americans with Disabilities Act, 42 U.S.C. § 12111 *et seq.*, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, all Equal Employment Opportunity laws, and any other applicable federal, state and/or local laws, statutes or regulations pertaining to fingerprinting, to the extent applicable (the "Laws").

The parties agree to conform their conduct pursuant to this Agreement to meet all legal requirements, as they may change, and an actual amendment to this Agreement is not required.

##### **b. Confidentiality and Data Protection**

In accordance with the provisions of the Laws, Fieldprint and End-User each acknowledge that the information to be provided by Fieldprint to End-User and by End-User to Fieldprint pursuant to this Agreement is sensitive, privileged, and confidential. Fieldprint will communicate such information only to such employees of End-User as are designated by End-User (the "Authorized Employees"). End-User agrees to make all Authorized Employees aware of the sensitive, privileged, and confidential nature of information pursuant to the Laws.

Fingerprint results and other information shared between the parties shall not be shared, disseminated, or republished in any manner by either party or its employees, representatives, or agents, except only as required or permitted by law or to provide the services hereunder.

Each party shall take appropriate measures designed to limit unauthorized access to fingerprint results to protect all data containing personal identifying information.

**6. Access to Fieldprint's Web Site**

If End-User utilizes Fieldprint's Web site, Authorized Employees, as identified by End-User, will be assigned unique user names and passwords ("Access Codes") to allow access to Fieldprint's Web site. End-User shall ensure that prior to requesting Access Codes for Authorized Employees, End-User shall provide adequate training to any Authorized Employees regarding the requirements of this Agreement and any applicable laws. End-User acknowledges and agrees that it is responsible for any activities performed through the Web site using the assigned Access Codes. End-User agrees to notify Fieldprint in writing immediately if it wishes to deactivate or disable any Access Codes.

**7. Force Majeure**

Neither party shall be liable to the other nor be deemed to have defaulted under or breached this Agreement for any failures, errors, delays or other conditions or consequences arising from or caused by events beyond a party's control, including, without limitation, sabotage, terrorism, failures or delays in information technology and/or systems, equipment or communication, labor disputes, accidents, computer "hacking", computer viruses or acts of God or nature.

**8. Independent Contractors; Nonexclusive**

Fieldprint and End-User are independent contractors and will so represent themselves in all regards. Neither party may bind the other in any way. Nothing in this Agreement will be construed to make either party the agent or legal representative of the other or to make the parties partners or joint venturers.

**9. Survival of Rights**

The rights and responsibilities of sections 2 (fees, expenses/pass through costs), 4 (indemnification and liability), and 5(b) (confidentiality and data protection) shall survive the termination of this Agreement.

**10. Entire Agreement**

This Agreement represents the entire agreement between the parties and supersedes all prior and/or contemporaneous agreements, express or implied, oral or written, relating to the subject matter contained herein, and may not be modified or amended except in writing signed by authorized representatives of both parties.

**11. Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflicts of law principles.

**12. Binding Nature and Assignment**

This Agreement will be binding on the parties and their respective successors and permitted assigns. Except as provided herein, neither party has the power to assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Should assignment be granted by the non-assigning party, the party assigning this Agreement shall remain fully liable for and shall not be relieved from the full performance of all obligations under this Agreement.

**13. Counterparts; Facsimile and Electronic Signatures**

This Agreement may be executed by exchange of signature pages by facsimile and/or or other "electronic signature" (as defined in the Electronic Signatures in Global and National Commerce Act of 2000) in a manner agreed upon by the parties hereto; and/or in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

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14. Notices

All notices or other communications to be given hereunder shall be given in writing and delivered by (a) certified mail, return receipt requested, (b) personal delivery, (c) facsimile, or (d) express carrier addressed as follows:

If to Fieldprint: **Fieldprint, Inc.**  
 Attention: N. Alexander Erlam, Esq.  
 12000 Commerce Parkway, Suite 100,  
 Mt. Laurel, NJ 08054 Telephone:  
 (800) 369-2612, Ext. 2021  
 Facsimile: (856) 396-2503  
 Email: aerlam@fieldprint.com

If to End-User: **Hamilton County School Board**  
 5686 US Highway 129 S.  
 Suite 1  
 Jasper, FL 32052  
 Telephone: (386) 792-7800  
 Facsimile: (386) 792-3681  
 Email: philip.pinello@hamiltonfl.com

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Fingerprint Services Agreement by their duly authorized representatives to bind the parties by the terms hereof on the date first written above.

<b>FIELDPRINT, INC.</b> DocuSigned by: BY: <u>Anthony D'Orazio</u> <small>E3FA1A96889413...</small> Anthony D'Orazio CEO	<b>Hamilton County School Board</b> BY: <u>Philip J. Pinello</u> TITLE: <u>ASSISTANT SUPERINTENDENT</u>
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APPROVED BY HAMILTON SCHOOL BOARD

ON 1/10/23  
Lee Wetherington - Ramera  
 SUPERINTENDENT

APPROVED BY HAMILTON SCHOOL BOARD

ON

SUPERINTENDENT

## **Schedule A**

### **STATEMENT OF WORK**

Upon execution of this *Statement of Work* ("SOW") will confirm the mutual understanding and agreement of **Hamilton County School Board** ("Provider") as to the terms and conditions pursuant to which Provider will perform the services described herein. Provider and **Hamilton County School Board** may be referred to herein as "party" and together as the "parties". The terms and conditions of this SOW are as follows:

- A. This SOW is entered into by parties under the provisions of the Fingerprint Services Agreement between each of End-User and Provider and, except otherwise provided in this SOW, all provisions of the Fingerprint Services Agreement are applicable to and incorporated by reference into this SOW.
- B. During the term of this SOW, Provider will perform the Services herein. Provider will be paid in accordance with the Schedule "B" found with the Fingerprint Services Agreement.

#### **Provider Services/Process**

Upon execution of the Fingerprint Services Agreement, provider agrees to provide a web registration process specific to the End-User applicants, collect demographic and biographic information required for "FDLE" fingerprint submission, invoice End-User for transactions submitted.

In regards to the Fieldprint Fingerprint Collection network, End-User applicants will be able to schedule fingerprint appointments and be fingerprinted in any of the Fieldprint locations throughout the United States.

In regards to the MyFieldprint Portal, Provider will issue usernames and passwords to the End-User in accordance with the user's access rights, provide the ability for the End-User requesters to query applicant information, enable portal users to verify applicant statuses, and enable End-User portal users to create reports, and archive applicant data.

**SCHEDULE B****Fees**

**Fees:** Our Fee for collecting and processing each fingerprint submission is:

**1) Electronic Prints**

Type:	Fieldprint Fee	Badge Fee	FDLE/FBI Fees	Total
Employee	\$12.00	N/A	\$37.25	\$49.25
Vendor	\$12.00	\$10.00	\$61.25	\$83.25

The Fee covers the electronic collection of one (1) set of fingerprints to FDLE.

**Full-service fingerprinting fee applies for missed appointments and/or reschedules with less than 24 hours notice.**