

## **AGREEMENT FOR REIMBURSEMENT FOR FINGERPRINT IDENTIFICATION SPECIALIST**

This Agreement for Reimbursement for Fingerprint Identification Specialists (this "Agreement"), effective as of April 1, 2007, (the "Effective Date"), is entered into by the City of Cerritos, a municipal corporation ("Cerritos"), and the City of Carson, a municipal corporation ("Carson").

### **RECITALS**

WHEREAS, Fingerprint Identification Specialists ("FISs") have been hired in a part-time, contract capacity by Cerritos to work at the Cerritos Substation of the Los Angeles County Sheriff's Department (the "Cerritos Substation") located at 18135 Bloomfield Avenue, in the City of Cerritos, State of California;

WHEREAS, these FISs will perform certain services for Cerritos and Carson at the Cerritos Substation;

WHEREAS, Carson is interested in utilizing the services of the FISs in connection with fingerprint cases that occur in Carson and reimbursing Cerritos the applicable hourly fees for such services paid to the FISs; and

WHEREAS, Cerritos and Carson have agreed to enter into this Agreement to more specifically address the terms and conditions of such services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cerritos and Carson agree as follows.

### **AGREEMENT**

1. The FIS' Services. Each FIS shall perform his/her services for Carson at the Cerritos Substation. Each FIS shall have access to the current "CAL-ID" system equipment owned by the County of Los Angeles and located at the Sheriff's Substation. The parties hereby acknowledge and agree that the actual investigation of crime scenes shall be the responsibility of Carson.

2. Related Costs and Expenses. Carson hereby agrees to reimburse Cerritos for the FIS services at the rate of \$37.50 per hour, computed to the nearest ¼ hour, for time actually spent by the assigned FIS on Carson cases. Cerritos shall provide the services of the FIS to Carson in an amount as may be requested by Carson, but in no event shall the FIS spend more than five hundred thirty (530) hours in any fiscal year on Carson cases (the "Annual Maximum"). In the event Carson elects to increase the Annual Maximum, the parties hereto agree to enter into an amendment to this Agreement to effectuate such an increase.

3. Method of Payment. Cerritos shall send an invoice to Carson on a quarterly basis, beginning on July 1, 2007, setting forth a description of the services provided by the FIS and the total fees relating to such services for such quarter. Carson shall pay the

# EXHIBIT NO. 1

amount indicated on such invoice for such quarter within thirty (30) days of receipt of such invoice, in the manner provided in the invoice. In the event such payment is not received by Cerritos within this thirty (30) day period, Cerritos shall be entitled to recover interest on such overdue amount at an interest rate equal to the lesser of (i) seven percent (7%), or (ii) the highest rate permitted by law, if applicable, calculated from the date such payment was due through the date it was actually received by Cerritos. In the event Carson fails to pay such overdue amount within sixty (60) days of the date such invoice was received, Cerritos shall have the right to instruct the FIS not to perform any further services for Carson, until such time as Carson has paid all sums then due Cerritos, including all interest accrued thereon. In the event Carson shall fail to pay such overdue amount, with interest, within ninety (90) days of the date such invoice was received, Cerritos shall have the right to terminate this Agreement with Carson by providing thirty (30) days written notice and if Carson shall fail to pay such overdue amount, with interest, within this 30-day period, this Agreement shall terminate on the 30<sup>th</sup> day, and upon any such termination, neither party shall thereafter have any further liability or obligation to the other hereunder (except for items which have previously accrued and remain unpaid by Carson and except for any liability of Carson which survives such termination).

4. Term. The term of this Agreement shall commence on the Effective Date and shall terminate on the June 30, 2007, unless otherwise terminated or extended in a written agreement executed by the parties.

5. Amendment; Termination. No amendment to or modification of this Agreement shall be binding or enforceable unless it is in writing and signed by the parties. Either party may request to meet with the other party to discuss the terms of this Agreement and to determine if any amendment is necessary in order to more fully effectuate the intent of the parties in entering into this Agreement. Either party may terminate this Agreement for any reason or for no reason by providing the other party with at least thirty (30) days prior written notice; provided, however, that both parties agree to meet and confer in good faith to attempt to resolve any dispute prior to exercising such right of termination.

6. Effectuation of Agreement. Cerritos and Carson hereby agree to do all the things reasonably necessary to carry out and effectuate the terms of this Agreement, including, without limitation, drafting and/or executing appropriate documents, and not to do or fail to do anything, directly or indirectly, that will interfere with the terms and conditions of this Agreement or adversely affect any of the rights provided for herein.

7. Limitation on Liability; Indemnification. In entering into this Agreement with Carson, Cerritos does not guarantee to Carson any level of service to be performed by the FIS, and Cerritos shall not be liable to Carson for any act or omission of the FIS in the performance of his/her services. Carson hereby agrees to defend, protect and hold harmless Cerritos and its employees, agents, elected officials and officers from and against any and all costs, expenses, penalties, damages, liabilities and losses resulting from any claim, cause of action or demand arising from, or in any way related to, the services performed for Carson by the FIS pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of Cerritos. Cerritos hereby agrees to defend, protect and hold harmless Carson and their respective employees, agents, elected officials and officers from and against any and all costs, expenses, penalties, damages, liabilities and losses resulting from any claim, cause of action or demand arising from, or in any way

related to, the services performed for Cerritos by the FIS pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of Carson.

8. Representations and Warranties. Each party represents and warrants to the other as follows: (i) it has had an opportunity to consult with an attorney regarding the contents of this Agreement; (ii) it, or its authorized agent, has read the contents of this Agreement and understands such contents; (iii) that each person signing this Agreement (a) has the full authority to act on behalf of the party for which he or she is signing and (b) has the ability to bind such party to the obligations and agreements set forth in this Agreement; and (iv) that no other person must sign this Agreement on behalf of such party in order to make the obligations hereunder binding and enforceable against such party.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

10. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument and shall be binding upon each party who may sign a counterpart of this instrument.

11. Terminology. The captions beside the section numbers of this Agreement are for reference purposes only and shall not modify or affect this Agreement in any manner whatsoever. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions.

13. Entire Agreement. The agreements contained herein shall supersede any and all other agreements between Cerritos and Carson with respect to the subject matter hereof.

14. Independent Contractor. Neither Carson nor any of its employees shall have any control over the manner, mode or means by which the FIS perform the services required herein, except as otherwise set forth. The FIS shall be an independent contractor, shall perform consistent with that role and shall not at any time or in any manner represent that he or she or any of her agents or employees are agents or employees of Carson.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

"CERRITOS"

The City of Cerritos,  
a municipal corporation

By: 

Name: Art Gallucci

Its: City Manager

"CARSON"

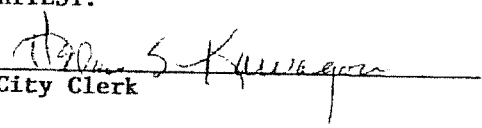
The City of Carson,  
a municipal corporation

By: 

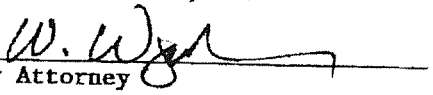
Name: Jerome Groves

Its: City Manager

ATTEST:

  
City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

  
City Attorney