AMENDMENT NO. 7 TO AGREEMENT FOR REIMBURSEMENT FOR FINGERPRINT IDENTIFICATION SPECIALISTS

This AMENDMENT NO. 7 to AGREEMENT FOR REIMBURSEMENT FOR FINGERPRINT IDENTIFICATION SPECIALISTS ("Amendment"), is entered on July 1, 2014, by and between the City of Cerritos, a municipal corporation ("Cerritos"), and the City of Carson, a municipal corporation ("Carson").

RECITALS

WHEREAS, on or about April 1, 2007, Carson and Cerritos entered into that certain Agreement Reimbursement for Fingerprint Identification Specialists ("Agreement"); and

WHEREAS, on or about October 1, 2007, Carson and Cerritos amended the Agreement by way of Amendment No. I to extend the term of the services until December 31, 2007, and provide a more flexible process to update the hourly rate charged by the provider of the fingerprinting services under the Agreement; and

WHEREAS, on or about December 18, 2007, Carson and Cerritos amended the Agreement by way of Amendment No. 2 to extend the term of services until December 31, 2008, and increase the compensation payable under the Agreement so that such amount was stated as a maximum total compensation, rather than a maximum hours of services; and

WHEREAS, on or about July 31, 2008, Carson and Cerritos amended the Agreement by way of Amendment No. 3 to increase the hourly rate of compensation authorized under the Agreement pursuant to the terms of the Agreement and Amendments; and

WHEREAS, on or about April 7, 2009, Carson and Cerritos amended the Agreement by way of Amendment No. 4 to extend the term of services until June 30, 2010, and to increase the hourly rate of compensation authorized under the Agreement and Amendments; and

WHEREAS, on or about June 1, 2010, Carson and Cerritos amended the Agreement by way of Amendment No. 5 to extend the term of services until June 30, 2011, and to increase the hourly rate of compensation authorized under the Agreement and Amendments; and

WHEREAS, on or about June 1, 2011, Carson and Cerritos amended the Agreement by way of Amendment No. 6 to extend the term of services until June 30, 2014, and to increase the hourly rate of compensation authorized under the Agreement and Amendments; and

WHEREAS, City and Cerritos wish to further amend the Agreement to extend the term of the services provided under the Agreement until June 30, 2015, and permit two, one-year extensions upon written agreement executed by the parties, and to set forth the rate of compensation and hourly rate under this Amendment No. 7 during the term of this Agreement.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions herein contained, the parties hereto do amend the Agreement as follows:

- 1. Section 2 of the Agreement, entitled "Related Costs and Expenses", is hereby amended in its entirety to read as follows:
 - "2. Related Costs and Expenses. Carson hereby agrees to continue to reimburse Cerritos for the FIS services at the rate of Forty-One and 25/100 Dollars (\$41.25) per hour ("Hourly Fee"), computed to the nearest 1/4 hour, for time actually spent by the assigned FIS on Carson cases. Carson further agrees to provide for supplies required to provide the FIS services ("Supplies") in an amount not to exceed Five Thousand and 00/100 Dollars (\$5,000.00). Such amount shall be paid directly to the Los Angeles County Sheriff's Department. Cerritos shall provide the FIS services to Carson in an amount as may be requested by Carson, but in no event shall the FIS exceed Forty-Five Thousand and 00/100 Dollars (\$45,000.00) in any fiscal year on Carson cases (the "Annual Maximum"), which Annual Maximum is comprised of \$ Forty-One and 25/100 Dollars (\$41.25) per hour for Hourly Fees, and \$5,000.00 for Supplies. In the event Carson elects to increase the Annual Maximum, the parties must enter into a written amendment to this Agreement to effectuate such increase."
- 2. **Section 4 of the Agreement, entitled "Term"**, is hereby amended in its entirety, to read as follows:
 - "4. Term. The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2015, unless otherwise terminated or extended for two, one-year terms in a written agreement executed by the parties."
- 3. Preservation of the Agreement. Except as expressly amended by this Amendment, all of the provisions of the Agreement shall remain unaltered and in full force and effect.
- 4. Corporate Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first set forth hereinabove.

Date: 8 05 2014

APPROVED AS TO FORM: Aleshire & Wynder, LLP

CITY:
CITY: City of Carson, a California municipal corporation Mayor Jim Dear Date: 8/4/14
CERRITOS:
City of Cerritos, a California municipal corporation
Name: Ut July
Title: <u>City Manager</u>
Date:07/24/14