

AMENDMENT NO. 8

TO AGREEMENT FOR REIMBURSEMENT FOR FINGERPRINT IDENTIFICATION SPECIALISTS

THIS EIGHTH AMENDMENT TO THE AGREEMENT FOR REIMBURSEMENT FOR FINGERPRINT IDENTIFICATION SPECIALISTS ("Amendment No. 8") by and between the **CITY OF CARSON**, a California municipal corporation ("Carson"), and **CITY OF CERRITOS**, a California municipal corporation ("Cerritos"), is effective as of the 1st day of July, 2017.

RECITALS

A. Carson and Cerritos entered into that certain Agreement for Reimbursement for Fingerprint Identification Specialists dated April 1, 2007 ("Agreement") whereby Contractor agreed to provide Fingerprint Identification processing Services.

B. On or about October 1, 2007, Carson and Cerritos amended the Agreement by way of Amendment No. 1 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. On or about July 1, 2014, Carson and Cerritos amended the Agreement by way of Amendment No. 7 to extend the term of services until June 30, 2015, to permit two, one-year extensions upon written agreement executed between the parties, and to increase the hourly rate

EXHIBIT NO. 3

of compensation authorized under the Agreement and Amendments.

I. On or about July 1, 2015, Carson and Cerritos pursuant to Amendment No. 7 extended the term of the services for one year to June 30, 2016 at the same rate of compensation provided for by Amendment No. 7, such extension memorialized in this Amendment No. 8.

J. On or about July 1, 2016, Carson and Cerritos pursuant to Amendment No. 7 extended the term of the services for one year to June 30, 2017 at the same rate of compensation provided for by Amendment No. 7, such extension memorialized in this Amendment No. 8.

K. Carson and Cerritos now desire to further amend the Agreement through this Amendment No. 8 to extend the terms of the services provided under the Agreement until June 30, 2020, to provide for the option of two, one year extensions subsequent to June 30, 2020, and to increase the hourly rate of compensation authorized under the Agreement and Amendments from the current \$41.25 per hour to \$42.50 per hour.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

A. Section 2 of the Agreement, entitled "Related Costs and Expenses," is hereby deleted in its entirety, to be replaced in its entirety as follows:

"2. Related Costs and Expenses. Carson hereby agrees to continue to reimburse Cerritos for the FIS services at the rate of Forty-Two and 50/100 Dollars (\$42.50) 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 annually 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 Fifty Thousand and 00/100 Dollars (\$50,000.00) in any fiscal year on Carson cases (the "Annual Maximum"), which Annual Maximum is comprised of Forty-Two and 50/100 Dollars (\$42.50) 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."

B. Section 4 of the Agreement, entitled "Term", is hereby deleted in its entirety, to be replaced in its entirety as follows:

"4. Term. The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2020, unless otherwise terminated or extended for two, one-year terms in a written agreement executed by the parties."

C. Section 15, entitled "Extension of Contract Term from July 1, 2015 through June 30, 2017," is hereby added to the Agreement as follows:

“15. Extension of Contract Term from July 1, 2015 through June 30, 2017. The term of this Agreement, pursuant to the authority of Section 4, “Term,” of the Agreement (as amended by Amendment No. 7 to the Agreement), is extended for both the term of July 1, 2015 through June 30, 2016 as well as the term of July 1, 2016 through June 30, 2017, while otherwise maintaining the same rate of compensation and all other terms of the Agreement (as amended by Amendment No. 7 to the Agreement).”

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[cfn]

CONTRACTOR:

CITY OF CERRITOS, a municipal corporation

By: _____
Name: Art Galluci
Title: City Manager

Address: 18125 Bloomfield Ave
Cerritos, CA 90703

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div><div style="display: flex; flex-direction: column; align-items: flex-start;"><div><input type="checkbox"/> LIMITED</div><div><input type="checkbox"/> GENERAL</div></div></div></div>	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____ NUMBER OF PAGES
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE