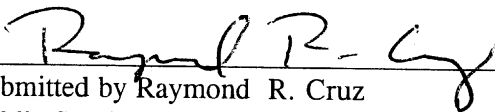





City of Carson Report to Mayor and City Council

May 9, 2011
New Business Consent

SUBJECT: CONSIDER EXTENDING THE TERM OF THE FINGERPRINT PROCESSING AGREEMENT WITH THE CITY OF CERRITOS


Submitted by Raymond R. Cruz
Public Services General Manager


Approved by Clifford W. Graves
Interim City Manager

I. SUMMARY

Since April 1, 2007, the city of Carson has maintained an agreement with the city of Cerritos for fingerprint processing services. This agreement was entered into in an effort to increase the solve rate concerning Sheriff's Department investigations of crimes committed in the city. Over the course of this contract, this service has proven so highly successful that staff is requesting that the City Council consider extending the term of the agreement from July 1, 2011, through June 30, 2014, at a cost not to exceed \$75,000.00 per fiscal year. Additionally, staff will budget \$5,000.00 annually to cover the cost of fingerprint identification supplies for the Sheriff's Department. Therefore, the total cost associated with these services is approximately \$80,000.00 per fiscal year (Exhibit No. 1).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a contract extension with the city of Cerritos for fingerprint processing services for the period July 1, 2011, through June 30, 2014, at a cost not to exceed \$75,000.00 per fiscal year.
2. AUTHORIZE the Mayor to execute the contract following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DENY the agreement extension.
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

When the Public Services General Manager began his tenure in 2001, he learned that the Sheriff's Department was having challenges with its lab processing fingerprints taken at crime scenes. Several months would pass before information obtained from the fingerprints was transmitted from the crime lab to the Carson Station, thereby delaying its investigations of crimes committed in the

city. Since property crime is the most significant type of criminal activity in the city, not obtaining timely prints and the delay in processing was impeding the solving of these cases.

When the Public Safety Manager was looking for a solution to this problem, he became aware of the city of Cerritos' fingerprint processing program. However, he was told that Cerritos was not taking any new clients. Former Captain Todd Rogers, through his persistent dialogue with Cerritos' officials, successfully persuaded them to agree to add Carson as a client city. This agreement, under the City Manager's authority, was for a pilot program for the period April 1, 2007, through June 30, 2007 (Exhibit No. 2). In the time since, as the Sheriff's Department indicated a continuing need for this service and given its continued success, this agreement has been extended several times with the current contract expiring at the end of this fiscal year (Exhibit No. 3).

In evaluating the effectiveness of this service over the course of 2010 and up to the first third of this year, the Sheriff's Department has indicated that it has proven to be an outstanding crime fighting tool. From January 2010 through March 2011, 417 cases have been submitted to the Cerritos lab. Of these, in 193 cases, or 46% of the total, persons were identified from their fingerprints. This is considered an outstanding positive identification rate.

In light of this productivity, the City Council is now asked to consider further extending the term of the contract for the period July 1, 2011 through June 30, 2014, at a cost not to exceed \$75,000.00 per fiscal year. This amount is based on an average monthly usage cost of approximately \$6,000.00 during the 12-month contract term. Additionally, staff will budget \$5,000.00 annually to cover the cost of fingerprint processing supplies for the Sheriff's Department.

V. FISCAL IMPACT

Funds for this item, in the amount of \$80,000.00, will be included in the budget each fiscal year in account number 01-90-905-117-6104.

VI. EXHIBITS

1. Draft Amendment. (pgs. 4-6)
2. Original Agreement. (pgs. 7-10)
3. Minutes, June 15, 2010, Item No. 16. (pg. 11)

Document4

Prepared by: Luchie S. Magante, Senior Administrative Analyst

TO:Rev032811

Reviewed by:

City Clerk	<u>City Treasurer</u>
<u>Administrative Services</u>	<u>Development Services</u>
<u>Economic Development Services</u>	<u>Public Services</u>

Action taken by City Council

Date _____ Action _____

**AMENDMENT NO. 6 TO AGREEMENT FOR
REIMBURSEMENT FOR FINGERPRINT IDENTIFICATION SPECIALISTS**

THIS AMENDMENT NO. 6 TO AGREEMENT FOR REIMBURSEMENT FOR FINGERPRINT IDENTIFICATION SPECIALISTS ("Amendment"), is entered on July 1, 2011, 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. 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; 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, City and Cerritos wish to further amend the Agreement to extend the term of the services provided under the Agreement until June 30, 2014, and to set forth the rate of compensation and hourly rate under this Amendment No. 6 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 Seventy Five Thousand and 00/100 Dollars (\$75,000.00) 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, 2014, unless otherwise terminated or extended 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.

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

CITY:

City of Carson, a California
municipal corporation

Mayor Jim Dear

Date: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

EXHIBIT NO. 1



ATTEST:

Helen Kawagoe, City Clerk

Date: _____

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

William Wynder, City Attorney

CERRITOS:

City of Cerritos, a California
municipal corporation

Name: _____

Title: _____

Date: _____

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



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 30th 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"

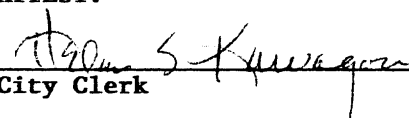
The City of Carson,
a municipal corporation

By: 

Name: Jerome Groves

Its: City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


City Attorney



Except of the Minutes from the June 15, 2010, City Council Meeting

**ITEM NO. (16) CONSIDER EXTENDING THE TERM OF THE FINGERPRINT
PROCESSING AGREEMENT WITH THE CITY OF CERRITOS (PUBLIC
SERVICES)**

RECOMMENDATION for the City Council:

TAKE the following actions:

1. APPROVE a contract extension with the city of Cerritos for fingerprint processing services for the period July 1, 2010, through June 30, 2011, at a cost not to exceed \$75,000.00.
2. APPROVE an appropriation of \$5,000.00 to be paid directly to the Los Angeles County Sheriff's Department for the purchase of fingerprint identification supplies.
3. AUTHORIZE the Mayor to execute the contract following approval as to form by the City Attorney.

ACTION: Item No. 16 was approved on the New Business Consent Calendar on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Chairman Dear, Mayor Pro Tem/Chairman Pro Tem Santarina,
Council/Agency Member Gipson, Council/Agency Member Davis Holmes, and
Council/Agency Member Ruiz-Raber

Noes: None

Abstain: None

Absent: None