

**NINETH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF RIALTO
AND
LAW ENFORCEMENT MEDICAL SERVICES, INC.**

1. PARTIES AND DATE.

This Ninth Amendment to the Professional Services Agreement (“Ninth Amendment”) is made and entered into this June 7, 2023, by and between the City of Rialto (“City”) and *Law Enforcement Medical Services, Inc.* (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Ninth Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated September 19, 1999 (“Agreement”), whereby Consultant agreed to provide phlebotomy services and sexual assault victim and suspect examinations to the City.

2.2 Amendment. City and Consultant desire to amend the Agreement for the ninth time to extend the term of the Agreement, increase the total amount of compensation for the fiscal year 2022-2023 of the Agreement, and include language regarding City Manager authority to authorize additional services under the Agreement.

3. TERMS.

3.1 Term. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Term. The term of this Agreement shall begin on September 19, 1999 and terminate on June 30, 2027, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

3.2 Compensation. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ‘B’ attached to the Eighth Amendment and incorporated herein by reference. The total compensation for the period of July 1, 2020, through June 30, 2022, shall not exceed fifty-nine thousand dollars (\$59,000) for each fiscal year, and shall not exceed sixty-six thousand (\$67,000) for the period of July 1, 2022, through June 30, 2023, without written approval of the City Council. The total compensation for

the period of July 1, 2023, through June 30, 2027, shall not exceed seventy thousand dollars (\$70,000) for each fiscal year. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.3 Additional Services. The following language is added to the Agreement: "In accordance with Resolution 7829, adopted by the City Council on January 11, 2022, Section 1.9 of the Agreement is amended and restated in its entirety as follows: "City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments shall be reflected in an amendment to the Agreement subject to the written approval of the Parties. Any amendment to this Agreement shall be reviewed and approved by the City Manager. In accordance with Rialto Municipal Code section 2.48.180, increases in compensation of this Agreement may be approved by the City Manager provided: (a) the initial Contract Sum was less than One Hundred Thousand Dollars (\$100,000) and the amended Contract Sum when considering any or all amendments will not exceed One Hundred Thousand Dollars (\$100,000); or (b) the agreement was approved by the City Council and the increases in compensation taken either separately or cumulatively do not exceed One Hundred Thousand Dollars (\$100,000). Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed."

3.4 Continuing Effect of Agreement. Except as amended by this Ninth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Ninth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Ninth Amendment.

3.5 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 Ninth Amendment.

3.6 Counterparts. This Ninth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY:

**LAW ENFORCEMENT MEDICAL
SERVICES, INC.**

**CITY OF RIALTO, A MUNICIPAL
CORPORATION**

By: _____ By: _____
Arron Brown Kris Rowney
Acting City Manager Owner

Attest:

By: _____
Barbara McGee
City Clerk

Approved as to Form:

By: _____
Eric Vail
City Attorney