

33422

AB

AGREEMENT NUMBER

13C530001

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of California Highway Patrol

CONTRACTOR'S NAME

City of Long Beach, Long Beach Police Department

2. The term of this Agreement is: 07/01/2013 through 06/30/2016

3. The maximum amount of this Agreement is: \$ 28,800.00
 Twenty Eight Thousand Eight Hundred Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

- Exhibit - D Special Terms and Conditions (Attached hereto as part of this Agreement) 1 page(s)
- Exhibit - D* Special Terms and Conditions

APPROVED AS TO FORM
Jan. 21, 2014
CHARLES PARKIN, City Attorney
 By *Gary J. Anderson*
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Long Beach, Long Beach Police Department

BY (Authorized Signature)

[Signature] Assistant City Manager

DATE SIGNED (Do not type)

3.7.14

PRINTED NAME AND TITLE OF PERSON SIGNING

Patrick H. West, City Manager

ADDRESS

400 West Broadway
 Long Beach, CA 90802

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

STATE OF CALIFORNIA

AGENCY NAME

Department of California Highway Patrol

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

3/17/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Jacquelyn Ngo, Procurement Manager, Business Services Section

ADDRESS

P.O. Box 942898, Sacramento, CA 94298-0001

California Department of General Services Use Only

EXEMPT FROM DEPARTMENT OF GENERAL SERVICES APPROVAL IN ACCORDANCE WITH THE STATE ADMINISTRATIVE MANUAL

Exempt per: SCM 4.04

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide weapons firing range for monthly weapons training to Department of California Highway Patrol (CHP) South Los Angeles Area office.
 - a. Contractor agrees to abide by attached specifications contained within this Exhibit A.
 - b. Contractor shall provide Certificate of Commercial Liability Insurance Requirements set forth in Exhibit E.

2. The services shall be performed at: If checked see attached for additional service locations

Long Beach Police Department Outdoor Shooting Range
 7380 East Carson Street
 Long Beach, CA 90808

3. The services shall be provided during:
 Dates and times to be mutually agreed upon between CHP Contract Representative and Contractor.

4. The project representatives during the term of this agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Long Beach, Long Beach Police Department	
NAME		NAME	
Andrea Baker, Contract Analyst		Lucy Johnson	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3610	(916) 322-3166	(562) 570-5758	(562) 570-2274

Direct all inquiries to :

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Long Beach, Long Beach Police Department	
SECTION/UNIT		SECTION/UNIT	
South Los Angeles Area office			
ATTENTION		ATTENTION	
Sgt. Thomas Pontes		Lucy Johnson	
ADDRESS		ADDRESS	
19700 Hamilton Avenue, South Los Angeles, CA 93454		400 West Broadway, Long Beach, CA 90802	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(310) 516-3360	(310) 323-5411	(562) 570-5758	(562) 570-2274

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

5. Detailed description of work to be performed:

- A. The weapons firing range use shall be limited to CHP personnel assigned to the CHP South Los Angeles Area office. Maximum number of CHP personnel using range: (124).
- B. Contractor agrees that CHP shall have the use of all on-site facilities located on the range for training programs without additional charge.
- C. Contractor and CHP agree the weapons firing range shall be open and usable by members of CHP at such times that are mutually agreeable to both parties. Exclusive use of the facilities by CHP must be coordinated and mutually agreed to by both parties.
- D. The CHP agrees that its members using the weapons firing range facilities under this Agreement shall be governed by the range safety rules established by Contractor.
- E. Brass will be retained by Contractor.
- F. The weapons firing range must be able to accommodate the following:
 - 1) .40 caliber pistol (loaded with Department-issued ammunition currently 180G).
 - a. Twelve (12) shoots per year, one (1) each month or two (2) every other month.
 - b. Two (2) qualification shoots which must be performed at the following distances:
2 yards, 4 yards, 7 yards, 10 yards, 15 yards, and 25 yards.
 - c. Ten (10) practice shoots, of which two (2) night shoots are recommended.
 - d. Use for make-up shoots at times mutually agreeable to both parties.
 - 2) Tactical rifle (.223 caliber).
 - a. Four (4) shoots per year (quarterly).
 - b. One (1) night shoot is required.
 - c. Maximum distance of 50 yards.
 - 3) Shotgun (00 buckshot).
 - a. Eight (8) shoots per year (two (2) quarterly).
 - b. Two (2) night shoots required.
 - c. Distance 15 yards maximum.
- G. Inspection and test firing of weapons:
 - 1) All weapons are to be test fired after each required inspection by the Area Weapons Range Officer.
 - 2) Use of facility to test fire weapons will be coordinated between the Area Weapons Range Officer and the Contractor.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the state agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Name: Lt. Keith Thornhill
Office: CHP South Los Angeles Area office
Address: 19700 Hamilton Avenue
Long Beach, CA 90802

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the state shall have the option to either cancel this Agreement with no liability occurring to the state, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Rate Schedule

The CHP agrees to pay Contractor Four Hundred Dollars (\$400.00) per day, monthly in arrears, as invoiced, for use of the weapons range facility for the South Los Angeles Area office.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. CHP reserves the right to cancel this Agreement with five (5) days prior written notice to the Contractor.
2. Contractor reserves the right to cancel this Agreement with thirty (30) days prior written notice to CHP.
3. This Agreement may be amended in writing with mutual consent of the parties hereto.
4. CHP employees and officers are not employees of the City of Long Beach, and therefore are not entitled to any of the benefits afforded to the City of Long Beach employees.
5. Contractor represents that there are no existing environmental actions or concerns known to exist as to the property to be used for the purpose of this Agreement, and that Contractor is currently in compliance with all appropriate federal and state environmental obligations including, but not limited to lead mitigation. Contractor agrees that compliance with these obligations is the sole responsibility of the Contractor.
6. The parties hereto agree to indemnify, defend and save harmless the other party, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the other party in the performance of this Agreement.