

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

APPROVED AS TO FORM

July 21, 20 11
 ROBERT A. SHANNON, City Attorney
 By *[Signature]*
 GARY J. ANDERSON
 DEPUTY CITY ATTORNEY

32306

AGREEMENT NUMBER
10C530002
 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: 07/01/2010 through 06/30/2013

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: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 1 page(s) |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |

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		California Department of General Services Use Only EXEMPT FROM DEPARTMENT OF GENERAL SERVICES APPROVAL IN ACCORDANCE WITH THE STATE ADMINISTRATIVE MANUAL <input checked="" type="checkbox"/> Exempt per: SCM 4.04
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) <i>[Signature]</i>	DATE SIGNED (Do not type) 8.4.11	
PRINTED NAME AND TITLE OF PERSON SIGNING PATRICK H. WEST, CITY MANAGER	EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER	
ADDRESS 400 West Broadway Long Beach, CA 90802		
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 8/29/11	
PRINTED NAME AND TITLE OF PERSON SIGNING K. V. SMITH, Commander, Business Services Section		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

**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, located at 19700 Hamilton Avenue, Long Beach, CA 90802.
 - 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.

“WORK SHALL COMMENCE ON THE START/EFFECTIVE DATE OR UPON APPROVAL BY CHP, WHICHEVER IS LATER. NO WORK SHALL BEGIN BEFORE THAT TIME.”

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	
Cassandra Barrett, Contract Analyst		Donna Hatch	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3610	(916) 322-3166	(562) 570-5390	(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. Adam Christin		Donna Hatch	
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) 570-5390	(562) 570-2274

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

5. Detailed description of work to be performed:

- A. The weapons firing range must be within thirty (30) miles of CHP South Los Angeles office, located at 19700 Hamilton Avenue, South Los Angeles, CA 93454.
- B. 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).
- C. Contractor agrees that CHP shall have the use of all on-site facilities located on the range for training programs without additional charge.
- D. 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.
- E. 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.
- F. Brass will be retained by Contractor.
- G. The weapons firing range must be able to accommodate the following:
 - 1) .40 caliber pistol (loaded with Department-issued ammunition currently 180G).
 - a. Two (2) shoots per 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.
- H. 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, not to exceed Eight Hundred Dollars (\$800.00) monthly in arrears, as invoiced, for use of the weapons range facility for the South Los Angeles Area office.

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, 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 Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. CHP reserves the right to cancel this Agreement with thirty (30) 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.

July 13, 2011

**STATE OF CALIFORNIA
CALIFORNIA HIGHWAY PATROL
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2011/ JUNE 30, 2012**


To Whom It May Concern:

The State of California has elected to be self-insured for general liability exposures. (Gov. Code section 990, et. seq.) Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through the carrying out of official State activities and operations. All general liability tort claims against the State of California should be presented to the Victim Compensation and Government Claims Board, P.O. Box 3035, Sacramento, CA 95812-3035. (Gov. Code section 900, et. seq.) Internet link: www.vcgcb.ca.gov.

In addition, the State of California has elected to be insured for its motor vehicle liability exposures through a self-insurance program, administered by the Office of Risk and Insurance Management. Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of motor vehicles. This self-insurance program and the protection it affords applies to vehicles owned and leased by the State of California. All motor vehicle liability tort claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,


Christopher Verdin
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Office of Risk and Insurance Management
Department of General Services
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West Sacramento, CA 95605
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