

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CONTRACT

**30709**

THIS CONTRACT is made and entered, in duplicate, as of June 19, 2008 for reference purposes only, pursuant to Resolution No. RES-08-0069, adopted by the City Council of the City of Long Beach at its meeting on June 10, 2008, by and between DOOLEY ENTERPRISES, INC. ("Contractor"), a California corporation, located at 1198 N. Grove Street, Suite A, Anaheim, California 92806 and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, City did by Resolution No. RES-08-0069 determine that the City's need to purchase Winchester factory-loaded ammunition could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase such Winchester factory-loaded ammunition;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Contractor shall sell, furnish and deliver to City Winchester factory-loaded ammunition as authorized by Resolution No. RES-08-0069.
2. City shall pay Contractor in due course of payments for the Winchester factory-loaded ammunition for a period of one (1) year in an amount not to exceed the estimated sum of Three Hundred Fifty-Four Thousand Dollars (\$354,000.00), including tax.
3. The term of this Contract shall commence at midnight on May 15, 2008, and shall terminate on May 15, 2009. The parties may, by mutual agreement, extend the term for two (2) additional periods of one (1) year each. Contractor agrees that first and second renewal options can be less than but not to exceed a thirty-five percent (35%) price increase, in accordance with manufacturer's raw material cost. If the sole source status of Dooley Enterprises, Inc. changes, City shall publicly bid instead of extending the contract.
4. Neither this Contract nor any of the moneys that may become due

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 Contractor hereunder may be assigned without the prior written consent of City.

2           5. Any notices required hereunder or desired to be given by either party  
3 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first  
4 class postage prepaid, addressed to Contractor at the address stated herein, and to City  
5 at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice  
6 shall be deemed given on the date personal delivery is made or on the date of deposit in  
7 the mail, whichever first occurs.

8           6. City shall have the benefit of any warranty from the manufacturer on  
9 the Winchester factory-loaded ammunition supplied and Contractor warrants that the  
10 Winchester factory-loaded ammunition are in good working order and free from defect at  
11 the time of delivery.

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

DOOLEY ENTERPRISES, INC., a California corporation

June 24, 2008

By Cindy Dooley  
Cindy Dooley / President  
(Type or Print Name)

June 24, 2008

By Pat Dooley U. Pres.  
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

July 1, 2008

By Suzey Assistant City Manager  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Contract is approved as to form on 6-26, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy