CONTRACT

THIS CONTRACT is made and entered, in duplicate, as of August 4, 2011 for reference purposes only, pursuant to Resolution No. RES-11-0084, adopted by the City Council of the City of Long Beach at its meeting on August 2, 2011, by and between DOOLEY ENTERPRISES, INC., a California corporation ("Contractor"), with a place of business at 1198 N. Grove Street, Suite A, Anaheim, California 92806, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City requires standardized Winchester factory-loaded ammunition for their police department; and

WHEREAS, Contractor is the sole authorized distributor for Winchester factory-loaded ammunition in Southern California; and

WHEREAS, City did by Resolution No. RES-11-0084 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 and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

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-11-0084 and described in Exhibit "A" attached to this Contract and incorporated by this reference.
- 2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for Winchester factory-loaded ammunition the prices shown in Exhibit "A", a sum not to exceed Three Hundred Fifty-Four Thousand Dollars (\$354,000), for a period of one (1) year, with the option to renew for two (2) additional one (1) year periods.
 - 3. The term of this Contract shall commence on August 15, 2011, and

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shall terminate at midnight on August 15, 2012 unless sooner terminated as provided herein. The City may terminate this Contract by giving thirty (30) days prior notice of termination to Contractor.

- Neither this Contract nor any of the moneys that may become due Contractor hereunder may be assigned without the prior written consent of City.
- Any notices required hereunder or desired to be given by either party 5. shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class postage prepaid, addressed to Contractor at the address stated herein, and to City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given on the date personal delivery is made or on the date of deposit in the mail, whichever first occurs.
- City shall have the benefit of any warranty from the manufacturer on 6. the Winchester factory-loaded ammunition, and Contractor warrants that the Winchester factory-loaded ammunition are in good working order and free from defect at the time of delivery.

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1	IN WITNESS WHEREOF, the	parties have signed this document with al
2	the formalities required by law as of the date	first stated above.
3		DOOLEY ENTERPRISES, INC., a California corporation
5	august 15th, 2011	By Cendle
6	<u> </u>	CINDY DOLLY
7	-4	Type or Print Name
8	august 15th, 2011	BySecretary
9		Secretary Society
10		Type or Print Name
11		"Contractor"
12		CITY OF LONG BEACH, a municipal corporation City Manager
13	8.31	corporation Assistant City Manager
14	, 2011	City Manageouted pursuant
15		"City" TO SECTION 301 OF THE CITY CHARTER.
16	This Contract is approved as t	o form on <u>8-22</u> , 2011.
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18		ROBERT E. SHANNON, City Attorney
19		By Wardsont
20		Deputy
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EXHIBIT "A"

From:

Price Quote

QUOTE #: 3550
DE (000399 | IA | 0735
QUOTE DATE: 04/21/2011

dooley enterprises, inc.

Customer Service 1198 N. Grove St. #A Anaheim, CA 92806

Phone: (714) 630-6436 FAX: (714) 630-3910

To: LONG BEACH POLICE DEPT.

MARK COBB / SEAN / RON/ SGT CARL NYDELL

7290 E. CARSON STREET

LONG BEACH

CA 90802

PHONE #: (562) 570-1129

FAX #:

(562) 570-8026

Here are the prices you requested:

QUANTITY	SYMBOL	DESCRIPTION		PRICE	EXTENSION	
•	Ϊ	PRICE PER THOUSAND	ROUNDS		1	0.00
	Q4172	9mm 115gr. Full Metal Jacket		203.00		0.00
	USA9MM1 9mm 147gr, Full Metal Jacket - Flat		scket - Flat	213.00	1	0.00
	RA9T	9mm 147gr, Jacketed Hollow Point T-		292.00		0.00
	RASTA	9mm 127gr. Jacksted Hollow Point T-		292.00	ŀ	0.00
	Q4238	40 S&W 180gr. Full Metal Jacket		261.00	Į	0.00
	RA40T	40 S&W 180gr. Jacketed Hollow Point		313.00	•	0.00
	Q4170	45 Auto 230gr. Fuli Metal Jackel		279.00		0.00
	RA45T	45 Auto 230gr. Jacketed Hollow Poin		386.00	•	0.00
	Q4171	38 Sp 130gr. Full Metal Jacket		287.00	:	0.00
	X38SMRP	38 Sp 148gr. Lead Wad Cutter		323.00	:	0.00
	X38WCPSV	38 Sp 158gr. Lead Semi-Wad Cutter		301.00	:	0.00
	X38SPD	38 Sp +P 158gr. Lead Hollow Point S		328.00	:	0.00
	USA45CB	45 Colt 250gr. Lead Cowboy Action		423.00	:	0.00
	RA223BSTA	55 gr. Supreme Ballistic Silvertip		646.00	:	0.00
	USA3081	308 Winchester 147gr. Full Metal Ja		569.00	:	0.00
	XB1200	12ga, 2 3/4" 9PLT 00 Buck Super-X®		480.00	•	0.00
	RA1200	12ga, 9 Peliats 00 Buck, Low Recoil		460.00	:	0.00
	X12RS15	12gs. 2 3/4" 1oz. Super-X® Rifled S		489.00	:	0.00
	RA12RS15	12ga. 1oz. Slug, Low Recoil		489.00		0.00
	TRGT12M8	12 ga. 2 3/4° 1 1/8 oz. #8 shol Su		310.00	•	0.00
	XU126	12ga. 2 3/4° 3 1/4dram #6 Super-X®		318.00	•	0.00
	38SBLP	38 Sp Smokeless Powder Blanks		380.00	İ	0.00
RA40SF		40 S&W 135gr. Frang 45 AUTO+P 175 gr. Sintl 223 REM-55 gr. Si 12 Gauge 2 3/4* Frang 12 gauge Frangible 38 Sp 100gr. Jacketed S 380 Auto 95gr. Full Me	Rmm 100gr. Frangible SF™ S&W 135gr. Frangible SF™ UTO+P 175 gr. Sinterfire Frangi 223 REM-55 gr. Sinterfire Gauge 2 34* Frangible 50 buck p 100gr. Jacketed Soft Point Su 0 40gr. Jacketed Soft Point Su 0 5.56mm 55 gr. FMJ			0.00 0.00 0.00 0.00 0.00 0.00 0.00
	er thousand	and are valid	\$	SUBTOTAL	\$0	0.00
until May 15	i, 2012.	TAX	0.00%	TAX AMOUNT	\$	0.00
				SHIPPING	\$	0.00
TOTAL					\$0	.00

IF YOU ARE IN CALIFORNIA, PLEASE ADD SALES TAX

*****FOR DROPSHIPS MINIMUM ORDER 3 FULL CASES*****