

SUBJECT: AGREEMENT TO ALLOW USE OF PORTERVILLE POLICE RANGE FACILITY BY STAFF OF THE CALIFORNIA HIGHWAY PATROL

SOURCE: Police Department

COMMENT: The Porterville Police Department weapons range became operational in 2011 for live fire training. The California Highway Patrol has used our facilities in the past for training and the Porterville Police Department would like to continue this arrangement and extend use of the new range facility to the staff of the California Highway Patrol.

Under the attached agreement, the Department of California Highway Patrol has agreed to pay a sum of \$1,200 per year to the City of Porterville in compensation for facility upkeep and maintenance over the next two (2) years. The agreement will be re-evaluated every two (2) years for renewal.

RECOMMENDATION: That the City Council:

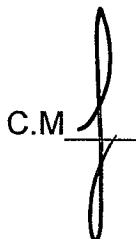
- 1) Approve the Agreement with the California Highway Patrol for the period of July 1, 2013, through June 30, 2015; and
- 2) Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

Attachment: Standard agreement between Contractor (City of Porterville Police Department) and the State of California for use of range training facility.

D.D.



C.M.



Appropriated/Funded MB

Item No. 6

**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

Business Services Section  
Contract Services Unit  
P.O. Box 942898  
Sacramento, CA 94298-0001  
(916) 843-3610  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



December 18, 2012

City of Porterville, Porterville Police Department  
350 North D Street  
Porterville, CA 93257

Subject: Agreement Number 13C481000-0

**Complete the following marked item(s) and return to the above address within ten (10) business days:**

- STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213, sign the additional single STD. 213, and return both copies.
- STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- STD. 210, Short Form Contract. Sign and return both copies.
- Letter of Agreement. Sign and return both copies.
- STD. 204, Payee Data Record. Complete and return.
- CCC, Contractor Certification Clauses. Complete and return.
- Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- STD. 807, Payment Bond. Complete and return one copy.
- CHP 28, Voluntary Statistical Data. Complete and return.
- Other: CHP 78V- Conflict of Interest, CHP 116-Darfur

**Contract status.**

- The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- The enclosed approved agreement is for your records. You are now authorized to provide services.

CASSANDRA STANTON  
Contract Analyst

Enclosures

*Safety, Service, and Security*



*An Internationally Accredited Agency*

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

CS

AGREEMENT NUMBER 13C481000
REGISTRATION NUMBER

- 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 Porterville, Porterville Police Department		
- The term of this Agreement is: 07/01/2013 or upon approval (*whichever is later*) through 06/30/2015
- The maximum amount of this Agreement is: \$ 2,400.00  
Two Thousand Four Hundred Dollars and Zero Cents
- 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	
Exhibit E – Additional Provisions	1 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

CONTRACTOR		<i>California Department of General Services Use Only</i>         EXEMPT FROM DEPARTMENT OF GENERAL SERVICES APPROVAL IN ACCORDANCE WITH THE STATE ADMINISTRATIVE MANUAL
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Porterville, Porterville Police Department		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 350 North D Street Porterville, CA 93257		
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING K. V. SMITH, Commander, Business Services Section		<input checked="" type="checkbox"/> Exempt per: SCM 4.04
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

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CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Porterville, Porterville Police Department		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 350 North D Street Porterville, CA 93257		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
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 to the Department of California Highway Patrol (CHP) Porterville Area office, the services described herein:

Furnish use of Contractor's weapons firing range facilities including restroom facilities if available; pay all taxes, insurance, bonds, license and permit fees, maintenance fees and all other costs required to provide use of the weapons firing range facility in accordance with this Agreement.

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

Porterville Police Department  
350 North D Street  
Porterville, CA 93257

3. The services shall be provided during:  
Such times that are mutually agreeable to both parties.

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

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Porterville, Porterville Police Department	
NAME		NAME	
Lt. Jennings, Porterville Area office		Chief Chuck McMillan	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(559) 784-7444	(559) 784-2146	(559) 782-7400	(559) 782-7402
Direct all inquiries to :			
STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Porterville, Porterville Police Department	
SECTION/UNIT		SECTION/UNIT	
Business Services Section, Contract Services Unit			
ATTENTION		ATTENTION	
Cassandra Stanton, Contract Analyst		Chief Chuck McMillan	
ADDRESS		ADDRESS	
P.O. Box 942898, Sacramento, CA 94298-0001		350 North D Street, Porterville, CA 93257	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3619	(916) 322-3155	(559) 782-7400	(559) 782-7402

**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 Porterville Area office.
- B. The weapons firing range use shall be limited to CHP personnel assigned to the Porterville Area office.
- C. Contractor agrees that CHP shall have the use of the on-site firearms buildings located on the range for training programs. The classroom facility may be used on a case-by-case basis, without additional charge, when arranged through the Range Master.
- 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. 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.
- 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. Jennings  
Office: Porterville Area office  
Address: 861 W. Morton Avenue  
Porterville, CA 93257

**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 annually, in arrears, One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00), for use of the weapons firing range facility for the Porterville Area office.

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. Both Contractor and CHP reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other.
2. In the event of an unforeseen emergency, CHP may cancel this Agreement without prior notice and without compensation to Contractor.
3. Agreement may be amended by mutual written consent of the parties hereto.
4. If Contractor shall be temporarily unable to provide services, the CHP, during the period of Contractor's inability to provide services, reserves the rights to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the Agreement rate.
5. 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.



**EXHIBIT E**  
**(Standard Agreement)**

COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

A. Commercial General Liability

Contractor shall furnish to CHP a valid certificate of commercial general liability insurance, at no expense to CHP or to the state, and shall maintain or cause to be maintained and in effect, at all times during the term of the agreement, a policy of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

B. Any or all types of insurance coverage must meet the following State of California requirements:

- 1) Evidence of insurance shall be of a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM).
- 2) The certificate of insurance shall be issued by an insurance company, or be provided through a partial or total self-insurance, acceptable to ORIM.
- 3) The certificate of insurance shall show that hazardous activities are protected through comprehensive general liability.
- 4) The certificate of insurance shall provide that the insurer shall not cancel the insured's coverage without **thirty (30)** days prior written notice to the CHP.
- 5) The certificate of insurance shall provide that the State of California, its officers, agents, employees, and servants are included as additional insured.
- 6) The certificate of insurance shall meet such additional standards as may be determined by the CHP, either independently or in consultation with ORIM, for protection of the CHP.

C. In the event said insurance coverage lapses, expires, or is cancelled at any time or times during the term of the agreement, Contractor shall provide, at least thirty (30) days prior to said date, a new certificate of insurance coverage as provided for herein for not less than the remainder of the term of the agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of ORIM. Contractor agrees that no work or services shall be performed prior to such approval. In the event Contractor fails to keep current and in effect at all times, insurance coverage as herein provided, the CHP may, in addition to any other remedies, terminate the agreement.

D. Contractor shall submit to the CHP before the start of the agreement, the certificate(s) of insurance, identifying the CHP Agreement number, at the following address:

Department of California Highway Patrol  
Business Services Section  
Attention: Contract Services Unit  
P.O. Box 942898  
Sacramento, California 94298-0001

To expedite processing, certificates may be emailed to: [CStanton@chp.ca.gov](mailto:CStanton@chp.ca.gov)

**CCC 307 – CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

**NOTE:** This form represents only the certification portion of the Contractor Certification Clauses (CCC). Additional information about contracting with the State appears in the full text of the applicable CCC. Visit this web site to view the entire document: [http://www.ols.das.ca.gov/Standard\\_Language/default.htm](http://www.ols.das.ca.gov/Standard_Language/default.htm).

**CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT - VENDOR**

CHP 78V (Rev. 4-08) OPI 076

OPI CONTRACT/REQUISITION NUMBER
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It is a mandatory requirement for the contractor/vendor to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencing contract services and/or delivering requested commodities. Failure to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencement of work and/or delivery of requested commodities will be grounds for contract termination.

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees have no personal or financial interest and no present or past employment or activity which would be incompatible with participating in any activity related to this contract. For the duration of this contract, I warrant my company and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this contract.

I warrant my company and its employees not to disclose any financial, statistical, personal, technical, media-related, and all other data and information made available to use by the state for the purpose of providing services to the California Highway Patrol (CHP) in conjunction with the contract identified above. I warrant that only those employees who are authorized and required to use such materials will have access to them. Authorization documentation must be provided to the CHP prior to the start of the contract.

I further warrant that all materials provided by the state will be returned promptly after use; all copies or derivations of the materials will be physically and/or electronically sanitized at a minimum in accordance with the Federal Information Security Management Act (FISMA), National Institute of Standard Technology (NIST), 43 NIST Special Publication 800-36. I will include, with the returned materials, a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to so comply will subject my company to criminal and civil liabilities, including all damages to the state. I authorize the state to inspect and verify the destruction document(s) as described above.

I warrant that my company will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the state that such third party has an agreement with the state similar in nature to this one. I agree to immediately advise the CHP contract coordinator of any person(s) who has access to project confidential information and intends to disclose that information in violation of this agreement.

NAME OF COMPANY

NAME OF COMPANY REPRESENTATIVE | TITLE

SIGNATURE OF COMPANY REPRESENTATIVE | DATE

**DARFUR CONTRACTING ACT CERTIFICATION**

CHP 116 (New 2-11) OPI 076

**Darfur Contracting Act Certification**

Pursuant to Public Contract Code (PCC) Section 10478, a firm that currently has or within the previous three years has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to bid on or submit a proposal for a contract with a California state agency to supply goods or services.

A "scrutinized" company is one that does business in the African nation of Sudan (of which the Darfur region is a part). As defined in PCC Section 10476, a "scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the conditions specified in PCC Section 10476 subsections (a) through (g).

**Completion Instructions:**

1. Mark/check one (1) box to describe the Bidding Firm's compliance with the Darfur Contracting Act.
2. Collect the signature of a person authorized to bind the Bidding Firm to the claim made below.
3. Return the completed/signed attachment with the bid/proposal response per bid instructions.

**Bidding Firm's Claim (Check One):**

- |   |
|---|
| <input type="checkbox"/> The Bidding Firm does not currently have, and our firm has not had within the previous three years, business activities or other operations outside of the United States.  |
| OR  |
| <input type="checkbox"/> The Bidding Firm claims it is a "scrutinized" company as defined in Public Contract Code section 10476, but the bidding firm has received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b).<br>Include a copy of the written permission issued by the Department of General Services with this attachment. |
| OR  |
| <input type="checkbox"/> The Bidding Firm currently has, or has had within the previous three years, business activities or other operations outside of the United States. However, the Bidding Firm claims it is not a "scrutinized" company as defined in Public Contract Code section 10476.   |

**Certification**

I, the official named below, am duly authorized to legally bind the Bidding Firm to the claims made herein. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

NAME OF BIDDING FIRM

COLUSA LINEN SUPPLY, INC.

Signature

DATE SIGNED

PRINTED/TYPED NAME

TITLE

PAUL HARMON

PRESIDENT/CFO