

TO: James L. App, City Manager
FROM: Dennis J. Cassidy, Chief of Police
SUBJ: CHP / City of Paso Robles Firing Range Agreement
DATE: January 19, 1999

NEEDS: For the City Council to consider authorizing use of the City's Weapons Firing Range by the California Highway Patrol.

- FACTS:**
1. For many years, the California Highway Patrol has conducted weapons firing practice at the City's Weapons Firing Range located at the municipal airport.
 2. The current contract with the California Highway Patrol authorizing their use of the City's Weapons Firing Range expired on July 1, 1998.
 3. A new Weapons Firing Range Agreement has been created to the satisfaction of both the California Highway Patrol, the City Police Department and the City Attorney. (See attached)
 4. The proposed agreement would expire June 30, 2001.

**ANALYSIS &
CONCLUSION:**

The local CHP office uses the City's Weapons Firing Range for monthly in-service weapons training. This training is facilitated by trained CHP personnel, and has been allowed by contract between the State of California and the City of Paso Robles for many years. There is mutual benefit to both agencies, as the CHP has a convenient training location, and the City receives their used ammunition casings to offset annual range ammunition costs. The proposed contract has minor revisions and has been established in order to continue providing this service to the State.

**POLICY
REFERENCE:** None

FISCAL

DATE: AGENDA ITEM # _____
() APPROVED () DENIED
() CONTINUED TO _____

IMPACT: None (PRPD receives a nominal reimbursement from CHP in the form of empty shell casings which assists in offsetting our annual range ammunition cost)

- OPTIONS:**
1. Approve the attached resolution authorizing the Chief of Police to execute the Weapons Firing Range Agreement with the State of California.
 2. Amend, modify or reject the above option.

DATE: AGENDA ITEM # _____
() APPROVED () DENIED
() CONTINUED TO _____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL PASO DE ROBLES AUTHORIZING THE
CHIEF OF POLICE TO EXECUTE THE WEAPONS
FIRING RANGE AGREEMENT WITH THE
STATE OF CALIFORNIA**

WHEREAS, an agreement has been submitted by the State of California, Department of Highway Patrol, for use of the City's Weapons Firing Range; and

WHEREAS, it is recommended by the Police Department and approved by the City Attorney that the agreement is mutually agreeable to both parties.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Chief of Police is authorized by this Resolution to execute that document known as "Department of California Highway Patrol Weapons Firing Range Agreement" between the City of Paso Robles and the Department of California Highway Patrol.

APPROVED AND ADOPTED by the City Council of the City of El Paso de Robles this 19th Day of January, 1999 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Duane J. Picanco, Mayor

Attest:

Madelyn Paasch, City Clerk

**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
WEAPONS FIRING RANGE
AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of July, 1998, between the State of California, Department of California Highway Patrol, hereinafter called STATE, and City of Paso Robles Police Department, hereinafter called CITY.

WITNESSETH: That the CITY does hereby agree to furnish to the STATE services and materials as follows:

The CITY hereby authorizes the STATE use of the weapons firing range owned and operated by the CITY and located at the Paso Robles Municipal Airport ("The Range"), subject to the following provisions:

1. The CITY agrees that the STATE shall have the use of all on-site facilities located on the range for training programs without additional charge.
2. The use of said range by the STATE shall be limited to those members of the Department of California Highway Patrol assigned to the Templeton Area office, located at 101 Duncan Road, Templeton, CA 93465-0668 and the Templeton Air Operations Unit.
3. CITY and STATE agree said shooting range shall be open and usable by members of the Department of California Highway Patrol at such times that are mutually agreeable to both parties hereto, but that exclusive use of the facilities for any time or times is not granted without mutual agreement of both parties.
4. STATE agrees that shooting range shall be utilized for the firing of pistols and shotguns only with no rifle firing permitted.
5. Either party hereto may terminate this agreement by giving written notice to the other party at least thirty (30) days prior to the effective date of such termination.
6. Amendments to this agreement shall be valid only if made in writing and signed by both parties hereto.
7. The parties hereto agree that empty cartridges resulting from Patrol members' shooting will be the property of the CITY.
8. STATE agrees that members of the Department of California Highway Patrol will be subject to range safety rules established by CITY and orders of the CITY while exercising the privileges of this agreement.
9. The term of this agreement shall be July 1, 1998 through June 30, 01.

10. CITY agrees to indemnify and hold harmless the STATE involving the recovery of clean-up costs under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U. S. C., Section 9601, et seq.

11. CITY agrees to abide by the attached State Contract Requirements, Antitrust Provisions, Dispute Resolution Provision, and Form 17A Nondiscrimination Clause, all of which by reference are made a part hereof.

12. There will be no charge to the STATE for the use of the weapons firing range during the term of this agreement.

13. To the extent permitted by law and subject to the availability of funds, STATE agrees to indemnify, defend, and hold harmless the CITY, its officers, agents and employees from any and all claims, demands, suits, judgments, expenses, and costs of any and all kinds, in the event of injury to or death of persons or loss of or damage to property resulting from the Department of California Highway Patrol Officers' use of shooting range owned and operated by the CITY. The State of California is self insured.

14. By signing this contract, the CITY hereby certifies under penalty of perjury under the laws of the State of California that the CITY will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) 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 under this contract will:

- (1) Receive a copy of the CITY'S drug-free workplace policy statement; and
- (2) Agree to abide by the terms of the CITY'S statement as a condition of employment on the contract.

Weapons Firing Range Agreement, #98-C3310
July 1, 1998
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STATE OF CALIFORNIA
California Highway Patrol

CITY OF PASO ROBLES
POLICE DEPARTMENT

Admin. Services Officer

Authorized Signature

Title

Date

Date

California Highway Patrol
Business Services Section
Contract Management Unit
P.O. Box 942898
Sacramento, CA 94298-0001

City of Paso Robles Police Dept.
840 Tenth Street
Paso Robles, CA 93446

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STATE OF CALIFORNIA CONTRACT REQUIREMENTS

(Revised 7/98)

NONDISCRIMINATION COMPLIANCE STATEMENT

The prospective contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a - f) and Title 2, California Code of Regulations, Section 8103.

NATIONAL LABOR RELATIONS BOARD

Contractor agrees that by signing the contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a Federal court which orders the contractor to comply with an order of the National Labor Relations Board. (Public Contract Code Section 10296).

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990 (42 U.S.C. 12101 ET SEQ.)

Contractor by signing this contract assures the State that it complies with the Americans with Disability Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

STATE AUDITOR AUDIT PROVISION

The contracting parties hereto shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the contract in accordance with the Government Code Section 8546.7. In addition, the contractor may be subject to examination and audit by representatives of the California Highway Patrol. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract.

RECYCLE CONTENT

Should materials, goods, supplies offered, or products be used in the performance of this contract, the contractor by signing this contract hereby certifies that the materials, goods, supplies offered, or products meets or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

SUBCONTRACTING

Contractor shall not subcontract any services under this agreement without prior written approval of the State's representative.

CONFLICT OF INTEREST

No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored or funded, or sponsored and funded, by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods. [Public Contract Code 10410]

No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency or department. The prohibition shall apply to a person only during a two-year period beginning on the state the person left state employment. [Public Contract Code 10411(a)]

For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policymaking position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service. [Public Contract Code 10411(b)]

NON-INFORMATION TECHNOLOGY PRODUCTS and/or SERVICES ,if applicable

The contractor warrants and represents that the goods or services sold, leased or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this contract/purchase order are "Year 2000 compliant." For purposes of this contract/purchase order, a good or service is Year 2000 compliant if it will continue to function fully before, at and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through Contractor.

**STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ANTITRUST PROVISIONS**

as of November 1997

1. The Government Code Chapter on antitrust claims contains the following definitions:
 - a. "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.
 - b. "Public purchasing body" means the state or the subdivision or agency making a public purchase. See Government Code Section 4550.
2. The following antitrust provisions are incorporated and made a part of this contract:
 - a. The Contractor offers and agrees that it will assign to the State 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 the 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. See Government Code Section 4552.
 - b. If the State 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 State 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 expense incurred in obtaining that portion of the recovery. See Government Code Section 4553.
 - c. Upon mand 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.

**STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
DISPUTE RESOLUTION PROVISION**

By signing the contract, contractor agrees to abide by this provision.

Any dispute concerning a question of fact arising under the terms of this contract which is not disposed of within a reasonable period of time by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Administrative Services Officer, or his/her representative, shall be available to assist in the resolution by providing advice to both parties as to the State of California, California Highway Patrol, policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

The mailing address for disputes shall be:

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

Contractor and State agree to continue to carry out all other responsibilities under this contract not affected by the dispute.

NONDISCRIMINATION CLAUSE (OCP-1)

STD 17A (REV 3-95) (DGS Automated)

1. During the performance of this contract, 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), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave. Contractors 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 (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 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 contract 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.

2. This contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

