

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

24C425003

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

City of Sonora Police Department

2. The term of this Agreement is:

START DATE

05/01/2025 Or Upon Approval, Whichever is Later

THROUGH END DATE

04/30/2028

3. The maximum amount of this Agreement is:

\$14,400.00 (Fourteen Thousand Four 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions - 04/2017	*
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment 1	Sonora Police Department - Range Use Policy	2

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Sonora Police Department

CONTRACTOR BUSINESS ADDRESS

94 N. Washington Street

CITY

Sonora

STATE

CA

ZIP

95370

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

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AGREEMENT NUMBER

24C425003

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 N. 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol 1 4.04 A.2

Draft Copy

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of California Highway Patrol (CHP) Sonora Area office, approximately twenty-nine (29) shooters, 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 service location:

City of Sonora Police Department – Weapons Range
94 N. Washington Street
Sonora, CA 95370

3. The services shall be provided during:

By reservation and during Sonora Police Department Range Hours (Attachment 1)

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

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Sonora Police Department	
NAME		NAME	
Sergeant Randy Matyshock		Turu VanderWeil, Chief of Police	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(209) 984-3944	(209) 984-3660	(209) 532-8141	(209) 532-4845
Direct all inquiries to:			
SECTION/UNIT		CONTRACTOR	
Business Services Section, Contract Services Unit		City of Sonora Police Department	
EMAIL ADDRESS		E-MAIL ADDRESS	
lisa.johnson@chp.ca.gov		tvanderweil@sonorapd.com	
ATTENTION		ATTENTION	
Lisa Johnson, Contract Analyst		Turu VanderWeil, Chief of Police	
ADDRESS		ADDRESS	
601 N. 7th Sacramento, CA 95811		94 N. Washington Street Sonora, CA 95370	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3610	(916) 322-3166	(209) 532-8141	(209) 532-4845

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

5. Detailed description of work to be performed:

- A. The weapons firing range use shall be limited to CHP personnel assigned to the Sonora Area office.
- B. Contractor agrees that CHP shall have the use of all on-site facilities located on the range for training programs without additional charge.
- C. 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. The weapons firing range must be available at least three (3) times a month, between the hours of 0600 and 2200 hours, for day and night shoots. (Actual hours of use will vary based upon current training needs). Exclusive use of the facilities by CHP must be coordinated and mutually agreed to by both parties.
- D. 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 (see Attachment 1).
- E. Brass will be retained by Contractor.
- F. Facility must have 50-yard rifle range and move and shoot capability.
- 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 in accordance with the rates specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate in arrears to:

Name: Department of California Highway Patrol
Sergeant Randy Matyshock or Designee

Office: CHP Sonora Area office
Address: 18437 Fifth Avenue
Jamestown, CA 95327

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

CHP agrees to pay Contractor \$400.00 (Four Hundred Dollars and Zero Cents) monthly in arrears, for use of the weapons firing range facility.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP or Contractor reserves the right to cancel this Agreement upon thirty (30) calendar days advance written notice to either party.
2. CHP reserves the right to cancel or terminate this Agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.
3. In the event of an unforeseen emergency, CHP or Contractor may cancel this Agreement without prior notice.
4. In the event of early cancellation/termination, Contractor shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation in support of this Agreement.
5. Agreement cancellation/termination shall be effective as of the date indicated in notification to either party. The notice shall stipulate any final performance, invoicing, or payment requirements.
6. Agreement may be amended by mutual written consent of the parties hereto.
7. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed within ten (10) days by the parties 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.

ATTACHMENT 1 -
SONORA POLICE DEPARTMENT
RANGE USE POLICY
(Amended 01-01-09)

HOURS: Weekdays 0800-2030
Weekends 1000-1800

The range is open by reservation to outside departments that have a current agreement with the Sonora Police Department. Each agency must reserve the dates of their intended use by contacting the dispatch center at the Sonora Police Department. The reserving agency will notify the Police Department dispatcher of the intended training hours and the name of the agencies Range Master for the specified date(s) of training. It is recommended that agencies submit a schedule of intended use six months in advance.

Sonora Police Department employees may use the range for practice. Employees who intend to use the range shall contact dispatch to ensure the range is not reserved for training. For safety reasons, there will be a minimum of two person's at the range while practicing. The SPD member using the range will ensure there is a cell phone or department radio available for communication. It is recommended that the employee also have a first aid kit available. SPD employees using the range are subject to the safety and maintenance rules listed below. The Employee is responsible for notifying dispatch when the range is no longer in use.

SAFETY:

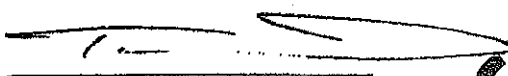
- The Sonora Police Department Range Master has full authority over the use of the range.
- Each agency using the range must have a qualified Range Master on site for the entirety of the training.
- The agency Range Master shall insure the safety flag is posted prior to any live fire, as well as the removal of the safety flag at the completion of the training day.
- The agency Range Master shall ensure communications can be established with SPD dispatch in case of an emergency. Acceptable forms of communication include cell phones or a radio with the Sonora Police Department's primary frequency, (153.800). The Sonora Police Department does not have extra radios available for use.
- Range Masters should ensure that a first aid kit is available on site. Any injury occurring at the range shall be reported to the Sonora Police Department duty Supervisor as soon as possible.
- The use of incendiary devices is not authorized at the range. This includes, but is not limited to; tear gas projectiles, smoke grenades and flash bangs.

SAFETY (continued)

- The use of explosives of any type is not authorized at the range.
- Each agency Range Master is responsible for the conduct of their personnel while using the range.
- The agency Range Master will notify Sonora Police dispatch upon completion of their training day.

MAINTENANCE:

- No agency is authorized to make any permanent changes to any part of the range. Any recommended changes can be discussed with the Sonora Police Department's Range Master, who will review the proposed changes with the Command.
- Each agency is responsible for the clean up of trash, debris and brass casings at the conclusion of each training day.
- The agency Range Master shall report any damaged or defective property to the Sonora Police Department Range Master.


Turu VanderWiel
Acting Chief of Police

Cc: CAL FIRE (Sonora)