



City Council Staff Report

DATE: November 18, 2009 CONSENT AGENDA

SUBJECT: Agreement with the State of California Department of Corrections
To Use The Palm Springs Police Department's Firearm Range

FROM: David Ready, City Manager

BY: David G. Dominguez, Police Chief

SUMMARY

It is recommended that the City Council authorize the City Manager to renew the contract with the State of California Department of Corrections (Parole Officers) to use the Police Department's firearm range.

RECOMMENDATION:

1. Approve a facilities use agreement with the State of California, Department of Corrections, to use the Palm Springs Police Department's Firearm Range, in the amount of \$6,000 revenue to the City through June 30, 2011.
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:


The contractual agreement between the City and the State of California Department of Corrections use of the Palm Springs Police Firearms Range facility is up for renewal. The State's projected use of the range facility and fees paid to the City were also renegotiated at this time. The proposed contract is for a term of two years, through June 30, 2011.

Since December 1997 the California State Department of Corrections has had a contract with the City to use the Palm Springs Police Department's Firearms Range facility on a periodic basis of up to 48 hours maximum use per year, for a

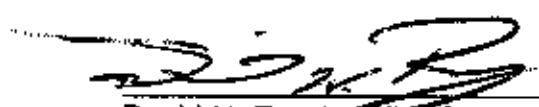
maximum total not to exceed \$3,000 per year. The Department of Corrections now wishes to renew the contract. The Palm Springs Police Department supports the efforts of the California Department of Corrections to train their armed Parole Agents locally, in a state of the art facility, as a cost and time saving measure to the State. The Firearms Range facility is adequately equipped and staffed to meet the needs of the Department of Corrections. The Department of Corrections provides their own Range Master who conducts the shoots, and they also furnish their own supplies.

FISCAL IMPACT:

Revenue to the City of Palm Springs from this agreement will be \$6000. There is no impact to the City Budget.



David G. Dominguez, Police Chief



David H. Ready, City Manager

Attachments: Agreement

AGREEMENT NUMBER P09.4004
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

Palm Springs Police Department

2. The term of this Agreement is: **July 1, 2009** through **June 30, 2011**


3. The maximum amount of this Agreement is: **\$6,000.00**
 Six Thousand Dollars and No 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.

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1 – Rate Sheet	1 page
Exhibit C – General Terms and Conditions*	GTC307
Exhibit D – Special Terms and Conditions	12 pages
Exhibit E – Firearms Range Liability Waiver	1 page
Exhibit F – Firearms Range Safety Rules	2 pages

* Exhibit C is incorporated by reference as a part of this agreement. It may be viewed at www.ois.dgs.ca.gov/Standard+Language.

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Palm Springs Police Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING David H. Ready, City Manager		
ADDRESS 200 S. Civic Drive Palm Springs, CA 92262	Telephone Number (760) 323-8114	<input checked="" type="checkbox"/> Exempt per: Per DGS/ORIM Not considered hazardous
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Francisco Hernandez, Manager, Adult Parole Contracts Unit		
ADDRESS 10000 Goethe Road, Suite C-1, Sacramento, CA 95827		

FIRING RANGE FACILITIES

The Contractor agrees to provide firing range facilities to the California Department of Corrections and Rehabilitation (CDCR), Division of Adult Parole Operations (DAPO), Region IV Parole Agents.

The Palm Springs Police Department (PSPD) shall make the range facility available to the State at all times reserved by the State pursuant to the reservation provision (Exhibit F).

After each use of the Range facility, State personnel shall clean up the Range facility by gathering all State expended cartridge cases and disposing any trash items. Facilities shall be available at least one (1) weekday per month between the hours of 8:00 a.m. and 9:00 p.m. For the purposes of this contract, the use of this facility shall be for approximately four (4) hours per quarter plus a make up range of eight (8) hours per quarter for a total of forty-eight (48) hours per year. Specific dates and times for use of the facilities will be arranged between the DAPO, Region IV, Training Coordinator and the Contractor.

Contractor shall accommodate at least five (5) shooters per line on each day the facility is utilized.

Contractor shall provide no additional charge, the use of an on-site classroom for the DAPO personnel during the hours of range use by DAPO.

Each officer/agent of DAPO who will use the PSPD Range facility will provide a signed original copy of the PSPD Range Waiver to be maintained on file by PSPD (Exhibit E).

The CDCR, DAPO will provide their own Rangemaster/Firearms Instructor or Tactical Training Officer to run training/qualification shoots and teach/interpret the agency's tactics and use of force policies.

Spent (empty) cartridges resulting from firearms qualifications with DAPO ammunition shall remain on the range for collection by PSPD.

The CDCR, DAPO will provide all target materials and ammunition to be utilized or expended. No exposed lead bullets will be allowed for use at the PSPD indoor facility. Only jacketed hollow point, total metal jacket or full metal jacketed bullets are authorized, except that twelve (12) gauge shotgun lead pellets or slugs may be used. The PSPD will provide safety equipment such as hearing protection and safety glasses. The DAPO may provide own safety equipment if desired, provided it meets PSPD specifications and approval.

The DAPO shall make reservations for use of the Range no less than 60 days in advance.

Any damage incurred to the Range facility or equipment over and above what would be considered as normal wear and tear, or as a result of neglect and abuse, will be assessed against the agency for actual costs of repair or replacement. Fees assessed for these damages will be in addition to the previously identified facility use fees within thirty (30) days of billing.

The PSPD Range safety rules and regulations must be followed at all times by all personnel using the PSPD Range facility. The PSPD Rangemaster has final authority on the Range for reasonable interpretation of those rules and regulations, and reserves the right to order any individual who repeatedly fails or refuses to abide by those rules to leave the Range facility. Any further disputes or issues of this nature will be addressed between management of PSPD and the using agency with a goal of resolution for the mutual benefit of both PSPD and the agency.

DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

Should questions or problems arise during the term of this contract, the contractor should contact the following offices:

Billing/Payment Issues:

- Sacramento Regional Accounting Office
Phone Number: (916) 255-2042
Fax Number: (916) 255-2103

Scope of Service/Performance Issues:

- Division of Adult Parole Operations
Region IV Headquarter
Michelle Watson
Phone Number: (909) 468-2300 Ext 244
Fax Number: (909) 468-2310

General Contract Issues:

- Office of Business Services
Phone Number: (916) 255-6169
FAX Number: (916) 255-6187

1. **Invoicing and Payment**

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with Exhibit B-1, which are attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation (CDCR)
Division of Adult Parole Operations
Attention: Accounts Rosina Ortiz
21015 Pathfinder Road, Suite 200
Diamond Bar, CA 91765

2. **Budget Contingency Clause**

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal 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 the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, 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. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. **City/County Rate Increase**

It is understood that the city/county may regulate some or all of the contractor's rates for services. In the event the city/county increases the rates that directly affect the services provided in this Agreement, the contractor may, once during the term of the Agreement, request from the State an increase in the rates stated in this Agreement. The contractor must submit a written request to the State with a copy of the resolution from the city/county listing the prior rates and new rates and effective date of the new rates.

5. Subcontractors

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Advance Payment for Public Entities

Pursuant to Government Code Section 6504, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty-five percent (25%) of the annual project budget for each fiscal year (FY). In order to receive such payment, the Contractor is required to sign and return the "*Acknowledgment of Advance Payment Provisions*" before an advance payment warrant is issued.

The State shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each FY. Invoices submitted for payment by the Contractor, in accordance with the budget proposal, will be reduced by the monthly installment amount. In the event that submitted invoices are less than the monthly installment, the remaining balance will be deducted from subsequent invoices.

In the event the Agreement is canceled by either party, the Contractor agrees to repay the balance of any outstanding payments due the State for advance payments within thirty (30) days after the Agreement is canceled.

DIVISION OF ADULT PAROLE OPERATIONS
REGION IV

BUDGET SUMMARY

FIRING RANGE FACILITES

California Department of Corrections and Rehabilitation (CDCR) agrees to pay \$50.00 per hour, regardless of how many personnel use the facility within the chargeable hour.

CDCR agrees to pay \$2.00 per officer per agency within a single training day to utilize the PSPD Firearms Range Weapons Cleaning area without cleaning supplies/material. Cleaning supplies will be provided by CDCR. Fees for use of the Weapons Cleaning Area include the gun cleaning solvent tank and compressed air lines.

Fees charged to the agency for the use of the Weapons Cleaning Area or PSPD provided weapons cleaning supplies will not be assessed to exceed \$120.00 per single day of agency use for any combination of cleaning area or cleaning supply use. Any more than twenty (20) personnel per day, from the same agency, using these optional services will be assessed at a flat group rate of \$120.00 per day.

Fiscal Year 2009/2010	\$3,000.00
Fiscal Year 2010/2011	\$3,000.00

Total Contract Amount = \$6,000.00

Contractor may offer a discount on invoices in order for the invoices to be paid within thirty (30) days of receipt. Discount offered must be at least one-half of one percent and a minimum of \$5.00.

Discount offered on invoices to be paid within 30 days of receipt = _____% *

* The percent of discount (highest discount prevails) may be used in the event of tie bids. Refer to the Notice to Prospective Bidders, Bid Submission Requirements.

1. Contract Disputes with Public Entities (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

3. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

4. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

5. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

6. Extension of Term

If it is determined to be in the best interest of the State, upon agreement, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

7. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the

jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

8. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

9. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

10. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

11. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

12. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

13. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 - 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

14. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

15. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

16. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

17. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

18. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

19. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

20. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

21. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

22. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

23. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

24. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

The following provisions apply to services provided on departmental and/or institution grounds:

25. Blood borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

26. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates

Individuals who are not employees of CDCR, but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this Agreement, the Contractor agrees that if the provisions of the Agreement require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave

said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289

- f. It is a crime to encourage and/or assist a prison inmate to escape. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574

- g. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177.

27. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

28. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

29. Prison Rape Elimination Policy

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

30. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

31. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

**PALM SPRINGS POLICE DEPARTMENT
FIREARMS RANGE LIABILITY WAIVER**

I the undersigned, have requested permission to participate in firearms training on the Palm Springs Police Department Firearms Range.

I understand and acknowledge that such activity is not one ordinarily open and available to the general public. In consideration of special permission granted to me to participate in such activity, I hereby agree and acknowledge that I understand that a certain risks are associated with the use of the Police Firearms Training Range. As a user of the Firearms Range, I am fully aware of some, if not all, of the inherent dangers or risks involved in the use of a firearms training facility. These dangers and risks may include, but are not limited to:

1. Injury from gunshots, bullet fragments, backscatter, ricochets or flying debris;
2. Injury from defective ammunition or weapons malfunction;
3. Exposure to airborne lead and smoke contaminants;
4. Injury sustained from operator error in firing weapons or operating range equipment;
5. Hearing injury from loud noise (gunfire).

While the City and the Police Department takes reasonable steps and precautions to safeguard persons using or visiting the Range, potential hazards and dangers do exist. Use of required safety equipment and strict obedience of all Range safety rules are absolutely required.

I agree that, as to any personal injuries from whatever cause resulting from my involvement in said activity, I shall carry my own insurance coverage to compensate me for any such injury or loss, and I hereby waive any rights to action or claims against the City of Palm Springs, its officers, agents, or employees for any and all injury or loss which I may suffer resulting from my participation in the use of the Range. I agree to release and hold harmless the City of Palm Springs and its officers, agents, and employees from any future liability, responsibility, claim, or right of action whatsoever arising from my participation in this program.

I also acknowledge receiving a copy of the **PSPD FIREARMS RANGE SAFETY RULES**, and agree to read and follow all rules as stated on the document.

Dated this _____ day of _____, 20____.

Signature

Witness/Rangemaster

Print Name - Legibly

PALM SPRINGS POLICE DEPARTMENT
FIREARMS RANGE

THE FIVE BASIC GUN SAFETY RULES

Treat all guns as if they are loaded.

Keep the gun pointed in the safest possible direction.

ALWAYS keep your finger OFF the trigger until you are ready to shoot.

Know your target and its surroundings.

Store your gun and ammunition safely and securely when not in use.

PSPF FIREARMS RANGE SAFETY RULES

1. When in and around the Firearms Range, and not engaged in the act of shooting from the firing line, weapons not **in the holster** or in gun carrying cases will be carried or displayed with the action open and unloaded, i.e., revolvers will **have the cylinder open, empty chambers, and carried with at least two fingers protruding through the open frame.** Pistols will have the slide locked to the rear, magazine removed, empty chamber, and carried with the muzzle pointed up. Both types of handguns will be checked and rechecked visually and physically by the shooter to ensure that an unloaded condition exists. **Absolutely no loaded weapons will be removed from the holster, handled, or carried outside of the holster behind the firing line!**
2. While on the firing line, weapons will be pointed downrange toward the target area at all times. There are only four acceptable positions for the weapon when on the firing line:
 - #1) in the holster
 - #2) in the firing position pointed at the target area
 - #3) in the "Rest" position with the weapon held at a 45-degree angle, finger off the trigger and muzzle pointed downrange to the target area
 - #4) in loading position with **muzzle pointed downrange at all times, finger off** trigger

Additionally, when clearing malfunctions or adjusting sights, the muzzle of the weapon will remain **pointed downrange, finger off the trigger.** No weapons will be held and pointed toward the ceiling or held pointed downwards at the shooter's side.

3. Proper eye and ear protection will be worn at all times during any periods of actual weapon firing, no exceptions, Donning eye and ear protection prior to any shots being fired is the responsibility of the shooter. Type of protection to be used is specified by Range personnel. Electronic hearing protection provided by the Range will be turned "off" prior to shooters removing the headset from their ears in order to conserve batteries.
4. **NO ONE** will advance or step forward of the firing line, **OFF OF THE CLACK RUBBER MAT,** without the express permission or direction of Range officer.

5. Individual shooters will place all weapons, ammunition, safety gear, or equipment necessary to shoot with on or at their firing point. Individual equipment, etc., will not be stored on the firing line table during firing exercises. Once the firing line is "Hot," or loaded, shooters will not leave their individually assigned firing points unless directed to do so by the Range officer. Any open or unprotected ammunition containers must be placed on the shooting stall shelf, directly beneath the target control keypad. Any other ammunition stored on the floor or in the vicinity of the firing line must have the primers of same covered or protected to prevent unintentional ignition caused by ejected cartridge casings striking the exposed primers.
6. When the firing line is "hot," shooters will not be allowed to bend over or stoop with a loaded weapon in their hand, i.e., picking up a magazine or extra ammunition off of the floor. Before stooping or bending, weapons should be in the holster or in a cleared condition with the action open and all ammunition removed from the weapon, including the chamber. The obvious exception would be when performing the sitting, kneeling, or prone shooting positions under controlled conditions.
7. Holstered weapons should always have the safety strap or weapon retention features engaged to prevent the handgun from falling from the holster when bending, stooping, walking, or running.
8. Shooters will be held accountable for any damage they incur on the Firearms Range. Errant shots into the ceiling and walls most certainly cause damage. Shots hitting the target cars, target hangers or overhead support structures do not only cause damage, but create a risk of injury due to bullet fragment back-splatter for anyone on the firing line. Shooters may be charged (fined) for any shots into the ceiling, walls, or metal structures.
9. No Ammunition will be brought to the weapons cleaning bench. The *Clearing Barrel* will be utilized for any firearm loading or unloading, action check, or required release of the firing pin (dry fire) prior to disassembly on certain models such as Glock pistols. Prior to this procedure, all firearms will be checked and double checked to **ensure an unloaded condition before "dry fire"**.
10. Other than when utilizing the *Clearing Barrel*, no weapons will be "dry fired" except when on the firing line with permission of the Range officer.
11. Wash hands thoroughly with soap and water after shooting and cleaning your firearm, **prior** to smoking, eating, or drinking to remove lead residue, gun oil, or solvent from the hands.

SAFETY IS FIRST AND FOREMOST ABOVE AND BEYOND ANYTHING ELSE!

Rangerules
JAH 12/00



AGREEMENT NUMBER P09.4004
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
California Department of Corrections and Rehabilitation
 CONTRACTOR'S NAME
Palm Springs Police Department
- The term of this Agreement is: **July 1, 2009** through **June 30, 2011**
- The maximum amount of this Agreement is: **\$6,000.00**
Six Thousand Dollars and No 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 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1 – Rate Sheet	1 page
Exhibit C – General Terms and Conditions*	GTC307
Exhibit D – Special Terms and Conditions	12 pages
Exhibit E – Firearms Range Liability Waiver	1 page
Exhibit F – Firearms Range Safety Rules	2 pages

* Exhibit C is incorporated by reference as a part of this agreement. It may be viewed at www.ols.dgs.ca.gov/Standard+Language.

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Palm Springs Police Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING David H. Ready, City Manager		
ADDRESS 200 S. Civic Drive Palm Springs, CA 92262	Telephone Number (760) 323-8114	
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Francisco Hernandez, Manager, Adult Parole Contracts Unit		
ADDRESS 10000 Goethe Road, Suite C-1, Sacramento, CA 95827		
		<input checked="" type="checkbox"/> Exempt per: Per DGS/ORIM Not considered hazardous



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