

# EXHIBIT A

## DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Business Services Section  
Contract Services Unit  
601 N. 7th Street  
Sacramento, CA 95811  
(916) 843-3610  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



January 31, 2025

City of Napa Police Department  
1539 First Street  
Napa, CA 94558

Subject: Agreement Number [24C325000-0](#)

**Congratulations, you have been awarded the agreement. Please 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.
- 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.
- CHP 78V, Conflict of Interest & CHP 116, Darfur Certification
- Letter of Agreement. Sign and return both copies.

### 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.

[KELLIE AU](#)  
Contract Analyst

Enclosures

*Safety, Service, and Security*



*An Internationally Accredited Agency*

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>24C325000</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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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 Napa

2. The term of this Agreement is:  
START DATE  
12/01/2024

THROUGH END DATE  
12/31/2025

3. The maximum amount of this Agreement is:  
\$24,000.00 (Twenty-Four Thousand 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	3
Exhibit B	Budget Details and Payment Provisions	2
Exhibit C	General Terms and Conditions - Modified 04/2017	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment 1	License Agreement City Shooting Range	7
+ - Attachment 2	City of Napa Lead Best Management Practices	1

*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 Napa

CONTRACTOR BUSINESS ADDRESS 1539 First Street	CITY Napa	STATE CA	ZIP 94559
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PRINTED NAME OF PERSON SIGNING <b>Jennifer Gonzales</b>	TITLE <b>Police Chief</b>
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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# EXHIBIT A

SCO ID: 2720-24C325000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

## STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24C325000	PURCHASING AUTHORITY NUMBER (If Applicable)
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### STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

C. I. ROMERO

TITLE

Procurement Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the Department of California Highway Patrol (CHP) **Napa 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 the terms set forth in this Agreement.

2. The services shall be performed at:

City of Napa  
 Napa Police Department  
 1539 First Street  
 Napa, CA 94558

3. The services shall be provided during:

Dates and times to be mutually agreed upon between CHP Project Representative and Contractor.

4. The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Napa (Napa Police Department)	
NAME		NAME	
William Bradshaw, Sergeant		Jennifer Gonzales, Police Chief	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(707) 669-6300	<a href="mailto:WiBradshaw@chp.ca.gov">WiBradshaw@chp.ca.gov</a>	(707) 257-9550	<a href="mailto:jgonzales@cityofnapa.org">jgonzales@cityofnapa.org</a>

Direct all inquiries to:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Napa	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/CSU		Napa Police Department	
ATTENTION		NAME	
Kellie Au, Contract Analyst		Kristofer Jenny, Police Lieutenant	
ADDRESS		ADDRESS	
601 North 7 <sup>th</sup> Street Sacramento, CA 95811		1539 First Street Napa, CA 94559	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(916) 843-3607	<a href="mailto:Kellie.au@chp.ca.gov">Kellie.au@chp.ca.gov</a>	(707) 257-9671	<a href="mailto:kjenny@cityofnapa.org">kjenny@cityofnapa.org</a>

**EXHIBIT A  
(Standard Agreement)****SCOPE OF WORK**

5. The following additional terms shall apply to CHP's use of weapons firing range Facility:
  - A. CHP's use of the weapons firing range Facility shall be limited to CHP personnel assigned to the Napa Area office.
  - B. 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.
  - C. Contractor and CHP agree the weapons range shall be open and usable by members of CHP at such times that are mutually agreeable to both parties, but that exclusive use of the facilities by CHP for any time(s) is not granted without prior mutual agreement of both parties. CHP may use the range up to three (3) days per month, including two (2) night shoots per year. Dates and times that have been agreed to may be cancelled or changed by CHP up to fourteen (14) working days prior to the scheduled training. The training may then be rescheduled to an available time slot.
  - D. Brass will be retained by Contractor.
  - E. CHP shall use frangible ammunition when conducting live-fire training on the premises. Frangible ammunition is not made from lead and is designed to break into small pieces upon contact with harder objects or surfaces.
  - F. The weapons firing range Facility must be able to accommodate the following minimum:
    - 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.

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

- 3) Shotgun (00 buckshot)
  - a. Eight (8) shoots per year (two (2) quarterly).
  - b. Two (2) night shoots required.
  - c. Distance 15 yards maximum.

G. 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 weapons firing range Facility to test fire weapons will be coordinated between the Area Weapons Range Officer and the Contractor.

# EXHIBIT A

Department of California Highway Patrol  
and City of Napa  
Agreement #24C325000  
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## 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 semi-annually in arrears to:

Name: Sergeant William Bradshaw  
Office: Napa Area office  
Address: 975 Golden Gate Drive  
Napa, CA 94558

Invoice shall be billed to "**California Highway Patrol**" and not "**CHP**".

- C. Invoices not on pre-printed bill heads shall be signed by Contractor furnishing the service.

#### **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.

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Department of California Highway Patrol  
and City of Napa  
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## EXHIBIT B (Standard Agreement)

### BUDGET DETAIL AND PAYMENT PROVISIONS *(Continued)*

#### 4. RATE SCHEDULE

CHP agrees to pay Contractor **Two Thousand Dollars and Zero Cents (\$2,000.00), per month** to be billed semi-annually (twice per year) in arrears for Weapons Firing Range Services use.

**EXHIBIT C  
(Standard Agreement)****GENERAL TERMS AND CONDITIONS – Modified 04/2017**

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
6. TERMINATION FOR CAUSE: 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.
7. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
8. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**EXHIBIT C  
(Standard Agreement)**

9. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

11. TIMELINESS: Time is of the essence in this Agreement.

12. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

14. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "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

**EXHIBIT C  
(Standard Agreement)**

the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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 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. Government Code Section 4552.

c. If an awarding body or public purchasing body 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 public body 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 expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand 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.

15. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

16. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions

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(Standard Agreement)**

funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**18. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

19. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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Department of California Highway Patrol  
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## EXHIBIT D (Standard Agreement)

### **SPECIAL TERMS AND CONDITIONS**

1. The CHP and Contractor reserve the right to cancel this Agreement within thirty (30) days advance written notice.
2. This Agreement may be amended by mutual written consent of the parties hereto.
3. In the event of an unforeseen emergency, CHP may cancel this Agreement without prior notice; provided however, CHP shall pay Contractor all outstanding amounts due to Contractor prior to the date of termination.
4. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed within a period of time 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.
5. Contractor agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of City of Napa.

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## ATTACHMENT 1 LICENSE AGREEMENT *City Shooting Range*

This License Agreement (hereinafter "Agreement") is made and entered into by and between the City of Napa, a California charter city (hereinafter "City"), and the California Highway Patrol (hereinafter "Licensee") dated this \_\_\_\_ day of \_\_\_\_\_, 2024. City and Licensee may be collectively referred to herein as the "Parties."

### RECITALS

A. The City is the owner of that certain real property located at 2295 Monticello Road in Napa, California, consisting of 4.3 acres of land located on Assessor's Parcel Number (APN) 049-010-014-000, which the City operates as a shooting range for use by City employees.

B. The Licensee has requested permission from the City to use the Premises for the purposes of firearms training and qualification for employees of Licensee's personnel located in the Napa Area office in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions identified herein, the parties hereby agree as follows:

1. GRANT OF LICENSE. The City hereby grants Licensee (including its officers, employees, and agents) a non-exclusive, revocable license ("License") to use the Premises in its "As Is" condition without representation or warranty of any kind, including, without limitation, the suitability or safety of the Premises or any facilities or equipment on the Premises, for the sole purpose of providing firearms training and qualification to employees of Licensee's Probation Department ("Training") in accordance with the terms of this Agreement.
2. TERM OF AGREEMENT. The term of this Agreement shall commence on December 1, 2024, and conclude on December 1, 2025, unless earlier terminated pursuant to the terms hereof or extended by written agreement.
3. LICENSE FEE. Licensee shall pay City a License fee of Two Thousand Dollars (\$2,000) per month to be invoiced semi-annually in arrears in the amount of Twenty-four Thousand Dollars (\$24,000). Licensee shall pay the invoiced amount to the City within thirty (30) days of receipt of the invoice.
4. AUTHORIZED REPRESENTATIVES. Licensee hereby assigns Sergeant William Bradshaw to serve as the Licensee's authorized representative ("Licensee's Authorized Representative") to serve as the primary point of contact for all matters pertaining to this Agreement. City hereby assigns the Police Chief to serve as the City's authorized representative ("City's Authorized Representative") to serve as the primary point of contact for all matters pertaining to this Agreement.
5. LIMITATIONS ON LICENSEE'S USE OF CITY PROPERTY.

5.1. The City's permission to Licensee to use the Premises in accordance with this Agreement shall not create any right, title, or interest in the Premises.

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5.2. Notwithstanding anything to the contrary in this Agreement, Licensee's rights to use the Premises hereunder shall be subject and subordinate to the City's use of the Premises for the City's operations. In no case shall Licensee's use of the Premises interfere with those City uses or operations, as determined by the City in its sole and absolute discretion. City retains the right to use the Premises in any manner that does not unreasonably interfere with Licensee's activities hereunder.

5.3. Licensee may use the Premises up to three (3) days per month, including two (2) night shoots per fiscal year. Licensee shall schedule its use of the Premises with City at least fourteen (14) business days in advance by contacting the City's Authorized Representative.

5.4. The Licensee shall, at its sole cost and expense, repair any damage arising out of Licensee's use of the Premises, and Licensee shall restore the Premises to a condition equal to or better than the condition which existed prior to Licensee's entry on the Premises. Licensee shall reimburse the City for any costs incurred to cure a breach of Licensee's obligations under this Agreement.

5.5. The Licensee shall use frangible ammunition as stated in Exhibit A, when conducting live-fire training on the Premises. Frangible ammunition is not made from lead and is designed to break into small pieces upon contact with harder objects or surfaces.

5.6. The Licensee shall comply with posted instructions or rules governing use of the Premises.

6. RIGHT TO TERMINATE. Either party may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to the other party, effective upon the date stated in the notice. Upon termination, the Licensee shall pay to the City all outstanding amounts due to the City in accordance with Section 3.

7. RELATIONSHIP BETWEEN THE PARTIES. Licensee is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or contractors, including any negligent acts or omissions. Licensee is not City's agent and shall have no authority to act on behalf of the City or to bind the City to any obligation whatsoever.

## 8. PERMITS, LICENSES, AND COMPLIANCE WITH LAW.

8.1. Permits and Licenses. The Licensee shall, at the Licensee's expense, obtain and maintain all necessary permits and licenses for the performance of the Training.

8.2. Compliance with Law. The Licensee shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances, resolutions and any shooting range safety rules or regulations), whether or not said laws are expressly stated in this Agreement.

9. PUBLIC SAFETY. Licensee shall use and exercise due care, caution, skill, and expertise in performing the Training on the Premises, including appropriate and necessary supervision of Training participants by qualified professionals, and shall take all reasonable steps to safeguard Training areas, including without limitation existing facilities and property with full regard to the public safety. Licensee is aware that the licensed premises covered under this agreement is situated in a rural residential area. Due to the rural nature of the location, there may be wildlife present on or around the premises. This wildlife may include but is not limited to bears, mountain lions, rattlesnakes, and other potentially dangerous animals.

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10. INSURANCE. Without limiting Licensee's indemnification provided herein, Licensee shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers (if other than the State Compensation Fund) with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Licensee, its agents, employees or subcontractors. In lieu of providing proof of insurance, Licensee may self-insure, provided they demonstrate to City that it possesses sufficient financial resources to cover potential liabilities associated with these activities. Licensee must submit documentation evidencing its ability to fully assume and manage the financial exposure for the duration of the contract. City reserves the right to review and approve the sufficiency of the Licensee's financial resources before allowing self-insurance.

10.1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Insurance or other form with a general aggregate limit shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

10.1.1. The City, its officers, employees, and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Licensee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.

10.1.2. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

10.1.3. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

10.1.4. Worker's Compensation insurance meeting statutory limits of the California Labor Code which policy shall [contain or be endorsed to contain a waiver of subrogation against City, its officers, agents, and employees and] provide for thirty (30) days prior written notice to City in the event of cancellation. If Licensee has no employees, Licensee may submit a Request for Waiver, Workers Compensation Insurance Requirement form in lieu of insurance:

10.1.5. Licensee shall furnish City with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by City. The endorsements shall be on forms provided by City or as approved by City Attorney. Any deductible or self-insured retention over \$100,000.00 shall be disclosed to and approved by City. If Licensee does not keep all required insurance policies in full force and effect, City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

11. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Licensee shall immediately notify the City's Range Master by telephone at 707-257-9514, or 707-257-9671 and Licensee shall promptly submit to the

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Range Master and the City's Authorized Representative a written report (in a form acceptable to City) with the following information:

11.1. A detailed description of the damage (including the name and address of the injured or deceased person(s) and a description of damaged property;

11.2. Name and address of witnesses; and

11.3. Name and address of any potential insurance companies.

## 12. WAIVER OF CLAIMS.

12.1. Neither the City nor any of its officers, agents or employees shall be liable for any damage to the property of Licensee, its officers, agents, employees, invitees, or Training participants, or for any bodily injury or death to such persons, or for any other loss, resulting or arising from the condition of the Premises or Licensee's use thereof, including any injury or death resulting from exposure to lead or other cancer-causing chemicals described in Section 14 below.

12.2. Licensee fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the City, its officials, officers, employees, or agents, under any present or future laws, statutes, or regulations for any claim or event relating to the condition of the Premises or Licensee's, its officers', agents', employees', invitees', or Training participant's use thereof, including any injury or death resulting from exposure to lead or other cancer-causing chemicals described in Section 14 below.

13. INDEMNIFICATION. To the full extent permitted by law, Licensee shall indemnify, hold harmless, release and defend City, its elected and appointed officials, officers, employees, agents and volunteers, from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature (collectively, "Liability") that may be asserted by any person (either born or an unborn fetus) or entity including Licensee, in whole or in part, of any nature, arising out of, pertaining to, or relating to (a) Licensee's acts or omissions under this Agreement, including the acts or omissions of other persons employed or utilized by Licensee in the performance of this Agreement; (b) the Training; (c) Licensee's, its officers', agents', employees', invitees', or Training participant's use of the Premises; or (d) any person's (either born or an unborn fetus) exposure to lead or other cancer-causing chemicals described in Section 14 below. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Licensee under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Licensee. Licensee's indemnification obligation pursuant to this Section shall survive the expiration or termination of this Agreement.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion.

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14. LEAD DISCLOSURE. Licensee, its officers, agents, employees, invitees, and Training participants acknowledge and agree that (i) lead and other chemicals known to the State of California to cause cancer, reproductive harm, birth defects and developmental harm are present on the Premises; (ii) exposure to lead may occur through inhalation of lead vapors and dust or incidental ingestion from hand to mouth contact and (iii) entering the Premises can expose Licensee, its employees and agents to chemicals known to the State of California to cause cancer, reproductive harm, birth defects and developmental harm. To minimize risk of exposure to lead and other cancer-causing chemicals located on the Premises, Licensee, shall recommend that pregnant women not enter the site, and shall cause its officers, agents, employees, invitees, and Training participants to wash their hands immediately after shooting, after cleaning firearms, picking up spent casing (brass) or being present on the Premises; wash their hands, forearms, and face before eating, drinking, smoking or being in contact with other people; change their clothes and shoes before leaving the Premises; wash their clothes or uniforms worn while on the Premises separately from other clothing; and comply with any and all other City lead safety procedures currently in place on the Premises or which may be established by the City in the future. Additionally, Licensee will ensure that all employees and/or agents of Licensee have completed any CalOSHA required trainings pursuant to General Safety Order §5198.

15. ASSIGNMENT AND DELEGATION. This Agreement, and any portion thereof, shall not be assigned or transferred without the prior written consent of the City. Any attempt to assign or transfer this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

16. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

17. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of:

17.1. Actual receipt by a party's Authorized Representative, or

17.2. Actual receipt at the address designated below, or

17.2 Three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below.

The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO CITY:

POLICE DEPARTMENT  
CITY OF NAPA  
1539 First Street  
Napa, CA 94559  
Attn: Police Chief  
jgonzalez@cityofnapa.org

TO LICENSEE:

California Highway Patrol Napa Area Office  
975 Golden Gate Drive  
Napa, CA 94558  
Attn: William Bradshaw

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WiBradshaw@chp.ca.gov

## 18. GENERAL PROVISIONS.

18.1. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

18.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

18.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

18.4. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

18.5. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

18.6. Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

[Signature page follows]

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18.7. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Contractor and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY:**  
**CITY OF NAPA, a California charter city**

By: \_\_\_\_\_  
Jennifer Gonzalez, Police Chief

**ATTEST:**  
\_\_\_\_\_  
Tiffany Carranza, City Clerk

Date: \_\_\_\_\_  
("Effective Date")

**COUNTERSIGNED:**  
\_\_\_\_\_  
Erika Leahy, City Auditor

**APPROVED AS TO FORM:**  
\_\_\_\_\_  
Christopher Diaz, Interim City Attorney

**LICENSEE:**  
**California Highway Patrol**

By: \_\_\_\_\_

# EXHIBIT A

## **ATTACHMENT 2** **City of Napa Lead Best Management Practices**

Prevent pooling water.

- If pooling water is present onsite notify Range Master

Suppress dust.

- If dust clouds are present during usage, mist with hose provided or notify Range Master

Prevent unauthorized vehicle access and parking.

- Do not allow vehicles to drive past posted signs. Parking is located at the site entrance.

Prevent accidental ingestion of lead.

- Use handwashing facilities after firearm maintenance and firing activities.
- Use the changing room to change clothing after range usage.
- Do not eat or drink near shooting area or firearms maintenance area.
- Vacuum Classroom with HEPA vacuum after all usage

Reduce ricochet risk.

- Watch for large rocks/boulders in shooting area and remove them or report their presence to the range master.

Complete any required tracking sheets.

- Rounds Fired Tracking Sheet
- Maintenance Tracking Sheet
- Cleaning Tracking Sheet
- Range Inspection Tracking
- Maintain Mist Application for Dust Suppression Documentation

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**CCC 04/2017**

## **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> City of Napa		<i>Federal ID Number</i> 94-6000380
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Jennifer Gonzales, Police Chief		
<i>Date Executed</i>	<i>Executed in the County of</i> Napa	

## **CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (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: the Contractor has made false certification, or

# EXHIBIT A

violated the certification by failing to carry out the requirements as noted above. (Gov. Code §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. (Pub. Contract Code §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.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### 6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

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.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee 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.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

# EXHIBIT A

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.