

AGREEMENT NUMBER 08-008-01
REGISTRATION NUMBER

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

AGENCY'S NAME

CITY OF INDIAN WELLS

CONTRACTOR'S NAME

CALIFORNIA DEPARTMENT OF JUSTICE

2. The term of this Agreement is: July 1, 2008 through Continuous

3. The maximum amount of this Agreement is: \$ OPEN

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 page 2
- Exhibit B – Budget Detail and Payment Provisions pages 3 & 4
- Exhibit C* – General Terms and Conditions page 5
- Check mark one item below as Exhibit D:
- Exhibit - D Special Terms and Conditions (Attached hereto as part of this Agreement) pages 6 & 7
- Exhibit - D* Special Terms and Conditions

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 www.ols.dgs.ca.gov/Standard+Language (GTC 307)

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

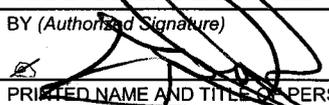
CONTRACTOR	<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) CALIFORNIA DEPARTMENT OF JUSTICE	
BY (Authorized Signature)  DATE SIGNED (Do not type) 8/15/08	
PRINTED NAME AND TITLE OF PERSON SIGNING DEBORAH MERRILL, CHIEF, Accounting Office	
ADDRESS 1300 I Street Sacramento, CA 95814	
AGENCY	
AGENCY NAME CITY OF INDIAN WELLS	<input type="checkbox"/> Exempt per:
BY (Authorized Signature)  DATE SIGNED (Do not type) 9/4/08	
PRINTED NAME AND TITLE OF PERSON SIGNING GREG JOHNSON	
ADDRESS 44-950 Eldorado Drive Indian Wells, CA 92210	

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Agency agrees to provide to the Department of Justice (DOJ) as described herein:

This Agreement is hereby entered into by and between the State of California, Department of Justice, hereinafter referred to as "DOJ" or Contractor, and the City of Indian Wells, a political subdivision of the State of California, hereinafter referred to as "Agency", for the purpose of DOJ to provide alcohol analysis services for the Agency.

2. Terms of Agreement and Amendment Clause:

The term of this Agreement shall be from July 1, 2008, and will continue until (1) written notice is received stating this agreement is cancelled; and (2) the Agency discontinues requesting the services. This Agreement may be amended in writing and not otherwise by mutual agreement of the parties hereto.

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

	AGENCY	CONTRACTOR
Name:	Mel Windsor	Marisa Kolm
Phone:	(760) 346-2489	(916) 319-8251
Email:	mwindsor@IndianWells.com	marisa.kolm@doj.ca.gov
Fax:	(760) 346-0407	(916) 319-9428

Direct all inquiries to:

	AGENCY	CONTRACTOR
Agency:	City of Indian Wells	Department of Justice
Section/Unit:	Public Safety	MSB/Research Unit
Attention:	Mel Windsor	Marisa Kolm
Address:	44-950 Eldorado Drive	P. O. Box 161089
City/State/Zip:	Indian Wells, CA 92210	Sacramento, CA 95816-1089
Phone:	(760) 346-2489	(916) 319-8251
Email:	mwindsor@IndianWells.com	marisa.kolm@doj.ca.gov
Fax:	(760) 346-0407	(916) 319-9428

4. Responsibilities of DOJ:

Services shall be provided by the laboratories of the Bureau of Forensic Services, California Department of Justice, and shall be in accordance with Exhibit B, which by this reference, is hereby incorporated into this Agreement.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment for Services:

DOJ agrees to provide and the City of Indian Wells agrees to pay for the following services:

- Analysis of blood, breath, and urine samples for alcohol. The cost of drug analysis in addition to alcohol, when available, will be included as part of the uniform fee of \$35.00 charged per subject tested. This contract shall apply and be limited to all subjects arrested within the City of Indian Wells for violations of 23152 CVC, 23153 CVC, 23103 CVC, and 23104 CVC. These violations are associated with penalty assessments for laboratory analysis services as specified in the California Penal Code, section 1463.14;
- Provision of breath alcohol testing program utilizing approved breath testing instrument(s);
- Upon request, blood and urine sample containers, envelopes and mailers as normally provided by DOJ;
- Administrative and logistical support of field breath alcohol tests utilizing the breath instrument including all associated accessories and supplies;
- Provide and maintain breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required;
- Consultation and expert testimony on the technical aspects of all analysis performed including the interpretation of the results relative to driving impairment on cases analyzed by DOJ; and
- Training and retraining of certified breath test instrument operators to establish and maintain their proficiency as required by Title 17, California Code of Regulations.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing:

DOJ shall send monthly invoices to the Agency noting number of tests conducted, month/year tests were conducted and total amount due to:

City of Indian Wells
Public Safety, Attn: Mel Windsor
44-950 Eldorado Drive
Indian Wells, CA 92210

Payments shall be submitted to:

Department of Justice
Accounting Services
P. O. Box 944255
Sacramento, CA 94244-2550

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference to Internet site: www.ols.dgs.ca.gov/Standard+Language. Please read the terms and conditions that are applicable to this Agreement by accessing the above-referenced website. (Please note that there may be several different versions of the Terms and Conditions on the website. Refer to page one of this Agreement to find the date and number of the Terms and Conditions that are applicable to this Agreement). By signing this Agreement you are agreeing to be bound by these Terms and Conditions.

If you do not have access to the Internet, please contact the Department of Justice contact person listed in Exhibit A of this Agreement and a copy of the General Terms and Conditions will be sent to you.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Examination and Audit:

The Contractor parties of this Agreement shall be subject to the examination and audit of the State of California, Bureau of State Audits and the Department of Justice, Internal Control and Audits Program for a period of three (3) years after final payment under the terms and conditions to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

Termination:

Either party may terminate this Agreement by giving the other party thirty (30) days written notice to the effective date of such termination. DOJ may terminate the performance of services under this Agreement in accordance with this clause in whole on thirty (30) days written notice to the Agency.

Whenever payment has not been received for services rendered within 90 days of invoice date, DOJ shall no longer perform services referenced on Exhibit A until all outstanding invoices have been paid in full.

After such receipt of a notice of termination and except as otherwise directed by the DOJ, services provided under this Agreement shall stop on the date and to the extent specified in the notice of termination.

In the event this Agreement is terminated by the Agency, DOJ shall be compensated for services completed to the date of termination based upon the compensation rates, together with such additional services performed after termination which are authorized by the Agency to complete the work performed to date of termination.

Disputes:

Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed of within a reasonable period of time by the Agency and DOJ employees normally responsible for the administration of this contract, shall be brought to the attention of the DOJ Contract Administrator and Agency Contact Person for joint resolution. The Agency and DOJ agree to continue to carry out all other responsibilities under this Agreement not affected by the dispute.

Disputes shall be submitted in writing to DOJ. When the accuracy of a reported stop location is in question, the Agency shall obtain the correct location of arrest from the arresting agency.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Conflict with Existing Law:

The Contractor and the Agency agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Validity:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED.