

**El Dorado Gun Club, Inc.**  
**LEASE AGREEMENT #9175**

**THIS LEASE AGREEMENT** is made and entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter "Lessor"), and **EL DORADO GUN CLUB, INC.**, a California Mutual Benefit Corporation, lawfully doing business in the State of California (hereinafter "Lessee").

**RE C I T A L S**

**WHEREAS**, Lessor is the owner of certain real property located in the County of El Dorado, State of California, Assessor's Parcel Number 092-011-20-0000 with the address of 5941 Union Mine Road, El Dorado, California 95623 which shall be known as (the "Property"), consisting of forty (40) acres adjacent to and south of the El Dorado County Landfill Site on Union Mine Road; and

**WHEREAS**, Lessee is the holder of a Special Use Permit No. 77-82 by which Lessee has been operating and improving skeet, trap, rifle, and pistol range facilities since 1977; and

**WHEREAS**, on December 9, 2008, Lessor, and a predecessor of Lessee, the El Dorado Rod & Gun Club, Inc., a California Non-Profit Corporation, entered into a Facilities Use Agreement whereby the Lessor granted Lessee's predecessor the right to use, manage, and control the Property as a rifle, pistol, archery, and shotgun range; and

**WHEREAS**, Lessor desires to continue to allow Lessee to use, manage, and control the Property and Lessee desires to continue to use, manage, and control the Property for the purpose of firearms safety, training, proficiency, competition, and recreation, and for other purposes as described further herein; and

**WHEREAS**, the providing of the Property by Lessor is deemed to be in the public interest since Lessee's facilities comprise one of the few expert-staffed range facilities for firearms safety training in El Dorado County; and

**WHEREAS**, the use of the Property by the Lessee will facilitate the Lessor's provision of essential services by local law enforcement as Lessee's facilities are used by local, state and federal law enforcement agencies for firearms training and proficiency.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions set forth herein, Lessor and Lessee hereby agree as follows:

**LEASE AGREEMENT TERMS**

- 1. Lease.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Property. No rent will be charged to Lessee for lease of the Property provided Lessee continues to allow the reasonable use of the Property by Lessor, and as such, Lessee is providing a public benefit to the residents of the County of El Dorado.

2. **The Property.** Lessor hereby allows Lessee to use, manage, and control the Property, and Lessee hereby agrees to use, manage, and control the Property upon the terms and conditions set forth in this Agreement.
3. **Use of Property.** Subject to the terms of its Special Use Permit, Lessee is authorized to occupy, manage, and use the Property for the sole purpose of a firing range and for firearms safety, training, proficiency, competition, recreation, and for law enforcement use by Federal, State, and Local law enforcement agencies for their firearms training and proficiency programs consistent with State and Federal statutes and regulations.
4. **Term of Agreement, Option to Extend, and Termination.** The term of this Lease shall commence upon the full execution of this Lease Agreement by all parties and shall continue for three (3) years thereafter, at which time it shall expire, unless extended pursuant to the terms of this Paragraph. Commencing on the one-year anniversary date of final execution of this Agreement and annually thereafter during the term of this Agreement (the "Renewal Date"), the term of this Agreement shall be extended automatically, without action of the parties, for a period of one (1) year beyond its then current expiration date, unless, at least thirty (30) days prior to any Renewal Date, either party to this Agreement gives written notice to the other of its intent not to renew this Agreement. In the event such notice is given in accordance with this Agreement, then the term of the Agreement shall not be extended upon that or any subsequent Renewal Date and the Agreement shall expire at the end of its then remaining term, it being the intent of the parties that notice of nonrenewal be given no less than two (2) years prior to the expiration of the Agreement.

Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default ("Notice"). If the party in default does not cure the default within ten (10) days of the date of the Notice ("Time to Cure"), then such party shall be in breach, provided, however, that if the nature of the default cannot reasonably be cured within ten (10) days, then the Time to Cure shall be extended for a reasonable period of time. The Time to Cure may also be extended at the discretion of the party giving Notice. Any extension of Time to Cure must be in writing, prepared by the party in default for the signature by the party giving Notice, and must specify the reason(s) for the extension and the date on which the extension of Time to Cure expires. Should the party in default fail to cure the default within ten (10) days of Notice thereof, the Agreement may be terminated by the other party upon thirty (30) days' written notice.

5. **Monthly Rent.** Lessee shall have no obligation to pay any cash rent to Lessor; however, in consideration for Lessee's use of the Property, Lessee shall, at its sole expense and at no cost to Lessor or any other law enforcement agency enumerated herein, maintain and make available the Property to the El Dorado County Sheriff's Office, the Amador County Sheriff's Office (for purposes of co-training with the El Dorado County Sheriff's Office only), and other El Dorado County Departments as follows:

- Exclusive use of the entire firing range on the first Tuesday of every month.
  - Exclusive use of the entire firing range for two (2) one-week periods during nighttime hours (Monday through Friday), each year for range training and deputy qualifications. These two (2) one-week periods will occur in April and/or May of each year and the dates are to be determined while making the annual range calendar in December of the prior calendar year. These range dates will be mutually agreed upon by the El Dorado County Sheriff's Office and the Lessee.
  - Exclusive use of the entire firing range for approximately six days per year. These dates are to be determined and will be mutually agreed upon by the El Dorado County Sheriff's Office and the Lessee. These dates will be used for unforeseen events such as emergency disposal of ordinance, unforeseen training, and/or firearms related testing.
6. **Best Management Practices (BMPs).** Lessee shall adopt and implement Best Management Practices (BMPs) concerning lead recovery in a form substantially similar to that recommended by the U.S. Environmental Protection Agency, Region 2, in its guidance document entitled EPA Best Management Practices for Lead at Outdoor Shooting Ranges, and the then-current guidance from the State of California Department of Toxic Substances Control (<https://dtsc.ca.gov/shooting-range-maintenance-guidance/>). In addition, Lessee shall adopt and perform the following BMPs pursuant to its proposal to the California Regional Water Quality Control Board (RWQCB):
- A. Lessee will install and maintain fiber wattle check dams in the drainage pathway of the ephemeral streambed emanating near the Landfill Spray Field at an interval of every ninety feet. Wattle placement will be accomplished through hand placement and staked to the ground. The height of the check dams will not exceed 6 to 8 inches above the native ground surface at any location.
  - B. The Check Dams will be inspected annually to assess the volume and nature of accumulated sediment on the upgradient side of the check dam. If there is significant sediment accumulation that overwhelms the check dams, the sediment will be analyzed for total lead content. If accumulated sediment poses a threat to water quality, it will be relocated, or properly disposed of at an offsite facility. All inspections, range maintenance, and lead recovery activities must be documented and records kept for 7 years. Lessee shall make the records available to Lessor for review upon request.
  - C. Placement of straw wattle BMP is only proposed for the downslope (southern) edge of the south spray irrigation field. The total length of the proposed wattle placement is approximately 300 linear feet. The wattles will be placed in general accordance with BMP guidance document C235. Lessee will seek input from the Lessor's Environmental Department and the Landfill maintenance staff prior to placement of any wattles on Lessor's property.

- D. Lessee will maintain the existing Trap Range silt fencing at the edge of the firing line platform. Additional silt fencing at the toe of the range slope is not required at this time. Should a silt fence line at the toe of the hillside along the length of the Spray Field be required by any agency with authority over the operations at the Property, Lessee will install and maintain such a fence line.
- E. Lessee will perform a manual lead recovery of all exposed pockets of lead shot within the streambed on an annual basis.
- F. Lessee will sample running stormwater in the ephemeral streambed, if possible, at three separate locations along the length of the hillside and Spray Field (beginning, middle, and end) once a year during the raining season and sample for lead, copper, zinc, and antimony.
- G. Lessee will take soil samples once a year at the locations previously sampled and evaluated in the RWQCB Site Assessment Report.

## 7. Special Provisions.

- A. **Reasonable Access for Lessee:** Lessor agrees to allow and provide for reasonable access to the Property, and to place no unreasonable encumbrance upon Lessee's free use and enjoyment of the property, Lessee's personnel, authorized visitors, and any other persons having reasonable need to go in or upon the Property. Notwithstanding the foregoing, Lessor reserves the right to make improvements to the Property, subject to Lessee's prior written consent, which shall not be unreasonably withheld. In addition, Lessor shall be entitled to perform testing and inspections of the Property, as required by law, upon prior coordination of timing of such testing or inspections with Lessee.
- B. **Utilities and Support Services.** Lessor shall waive any and all fees for building permits, inspections, taxes (other than any applicable personal property taxes and sales taxes) and other Lessor charges arising from and in connection with Lessee's use and improvement of the Property. Lessee, at its sole cost and expense, shall be responsible for security, gates, fences, roads, grounds, maintenance, water, gas, electricity, septic and sewage services to the current standard of such; provided however Lessee shall not be obligated to extend utility or sewage services to the premises where such do not currently exist.

Lessee shall obtain any and all otherwise required permits, licenses, and other authorizing documents as may be necessary for the use and possession of the Property as allowed herein. Lessor shall cooperate in good faith with Lessee to the extent reasonably necessary for Lessee to obtain such permits, licenses, authorities, and utilities. Notwithstanding the foregoing, to the extent Lessor is the decision-making body concerning any permits, licenses, or other authorizing documents sought by Lessee, Lessor retains its full discretion to decide the issue based on information available at the time of application.

- C. **Installations, Arrangements, Rearrangements, Modifications, and Construction:** Upon review and approval by Lessor, Lessee, at its own expense or as otherwise funded under a separate contract with Lessor, shall be permitted to construct or install any fixed improvements or structural alterations or modifications to the Property necessary for Lessee to perform its obligations under the Agreement or in connection with other work approved by the Lessor ("Fixtures"). This shall include, but is not limited to, bringing utilities to its existing buildings, and providing for separate metering thereof, and making architectural/structural, mechanical, electrical, or other renovations or alterations to the Property, and making improvements (including stabilization and drainage) to any open storage areas to accommodate the work to be performed under the Agreement or other approved work. Title to such Fixtures shall vest in Lessor immediately upon completion of construction of the Fixture. If required by law, such work shall be performed in accordance with applicable public contracting and prevailing wage laws. Lessor reserves its right, upon proper approval of Lessor's Board of Supervisors, to assist Lessee with any mutually beneficial improvements to the Property.
- D. **Periodic Inspections:** Lessor reserves the right to access the Property at any time for any purpose, including, but not limited to the performance of periodic preventative maintenance, fire protection, and all other types of inspections of the Property, upon forty-eight (48) hour prior notice to Lessee. This shall include, but not limited to, Lessor's right to perform compliance and safety inspections of records, facilities, and operations.
- E. **Condition of Property:** Lessor acknowledges that the Property has been used as a gun range for decades and is therefore contaminated with lead. Further, Lessor acknowledges that the adjoining site where part of the shotgun range is located is an old, closed County Union Mine Landfill and has potential contamination associated with that use. Otherwise, Lessor makes no warranty, express or implied, regarding the condition or fitness for use of the Property.
- F. **Compliance with Laws:** Lessee, at its sole cost and expense, shall conduct its activities hereunder on the Property in compliance with all applicable laws, regulations, rules, orders, decrees, permits and agreements, including without limitation those which are promulgated by Lessor or any division or related agency thereof, and including without limitation, those which relate to health, safety, environmental protections, waste disposal, and water and air quality with respect to the use of the Property and the rights granted hereunder (which are hereinafter referred to as the "Requirements"). Further, Lessee shall conduct its activities in compliance with all Requirements to which Lessor may be subject with respect to the Property. The parties agree that to the extent that any new Requirements are imposed, or any of the existing Requirements are changed during the term of this Agreement, Lessee may meet and confer with Lessor to discuss a potential amendment or other appropriate change under the Agreement as may be permitted by law.

- G. **Public Access:** The characteristics of firearms training do not permit free and uncontrolled access by the public to the Property. For safety reasons, Lessee shall have the right to control public access to the Property and its facilities. Individual members of the public may be excluded from use of the Property by the Sheriff of El Dorado County, the Board of Directors of Lessee, or the Range Safety Officer on duty.

## 8. Environmental Remediation.

- A. **Potential for Contamination and Intent to Apportion Liability:** Lessee agrees to indemnify, defend (with counsel reasonably acceptable to Lessor and at Lessee's sole cost), and hold Lessor and Lessor's officers, employees, and agents free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements, response costs, remediation costs, removal costs, or expenses of any kind (including attorneys' and experts' fees and costs incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Lessor or any of them in connection with or arising from or out of: (a) any hazardous material on, in, under, or affecting all or any portion of the Property or migrating to Lessor's land adjacent to the Property, except previously existing contaminated property that is not related to the Lessee's activities and is due to the old County Union Mine Landfill; (b) any violation or claim of violation by Lessee of any laws identified in the paragraph below (collectively "Environmental Laws"); or (c) the imposition of any lien for the recovery of any costs for environmental cleanup, containment, or other response costs relating to the release or threatened release of hazardous material; provided, however, such indemnification agreement shall not apply to and shall specifically exclude any and all liability caused in whole or in part by the actions of Lessor. The indemnity herein is intended to include the duty to defend, as set forth in Civil Code section 2778. This indemnification shall survive the termination of this agreement.
- B. **Hazardous Material:** For purposes of this Agreement, "Hazardous Material" means (a) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. sections 9601, et seq., or the Hazardous Materials Transportation Act, 49 U.S.C. section 1801, all as amended and amended after this date; (b) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. sections 6901, et seq., as amended and amended after this date; (c) any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirements (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxics, or dangerous waste substance or material, all as amended or amended after this

date; (d) crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (e) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. sections 2011, et seq., as amended and amended after this date; (f) asbestos in any form or condition; and (g) polychlorinated biphenyls (PCBs) or substances or compounds containing PCBs.

C. **Reservation of Rights:** Except as provided in the foregoing provisions of this Agreement, Lessor and Lessee hereby reserve any and all rights, remedies, and defenses available under the Special Use Permit 77-82, any law or other contract between the parties that may apply to any liability to a third party, including without limitation, other federal, state or local County agencies, relating to or arising from environmental conditions existing on, emanating from, or relating to the Property on the effective date of this Agreement.

D. **Assignment Or Subleasing Property.** Lessee shall not sublease, encumber, assign, or otherwise transfer its rights or interests under this lease, without the express written consent of Lessor.

9. **Insurance Requirements:** The Lessee shall furnish to County proof of a policy of insurance issued by an insurance company that is acceptable and satisfactory to County's Risk Management Division and documentation evidencing that the Lessee maintains insurance that meets the following requirements:

A. Commercial General Liability insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.

B. The Certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without 30-day prior written notice to Lessor;

2. Lessor, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies;

3. Insurance coverage shall be primary insurance as respects Lessor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be in excess of the Lessee's insurance and shall not contribute with it.

- C. The insurance will be issued by an insurance company acceptable to Lessor's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

The Lessee shall maintain the required insurance in effect at all times during the Term of this Agreement. In the event said insurance expires at any time during the Term, the Lessee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the Term of the Agreement, or for a period not less than one (1) year. New Certificates of insurance are subject to the approval of the Lessor. If the Lessee fails to maintain in effect at all times the insurance coverage specified herein, Lessor may, in addition to any other remedies it may have, terminate this Agreement.

**10. Limitation of Liability.**

Except as provided in Article 11 below, with respect to Lessee's Indemnity obligations, Lessor shall not execute against Lessee under Article 8 beyond the limits of its available insurance coverage.

If Lessee fails to implement and maintain the BPMs described in Article 6, or as they may be modified by the US EPA, within ninety (90) days after Lessor provides written notification to Lessee of the failure to implement or maintain such BMPs, or any modifications by the US EPA, Lessee shall be considered in material breach of the Agreement, and Lessor shall have the option to terminate the Agreement by giving written notice of termination specified in Article 4, Term of Agreement, Option to Extend and Termination.

- 11. Indemnification.** To the extent not otherwise covered herein and to the fullest extent permitted by law, Lessee shall defend at its own expense, indemnify, and hold the Lessor harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Lessee's employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Lessee or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from or related to the active negligence, sole negligence, or willful acts of the Lessor, its officers and employees, or as expressly prescribed by statute, and any liability arising from Lessor's exclusive use of the Property. This duty of Lessor to indemnify and save Lessor harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Lessee are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying, or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by California law. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of California law.

**12. Maintenance and Repairs; Utilities.** Lessee shall, at all times during the term of this Agreement and any renewal or extension thereof, be responsible for maintaining, at Lessee's sole cost and expense, the Property and any improvements thereon in a good, clean, and safe condition, and shall on expiration or termination of this Agreement surrender the Property to Lessor in as good condition and repair as the Property is on the date of this Agreement, reasonable wear and tear excepted. Lessee shall solely pay for costs to repair, replace, or rebuild any portion of the Property damaged by Lessee or its officers, agents, employees, contactors, subcontractors, subtenants, or business invitees. It shall also be the sole responsibility of Lessee to make any modifications to the Property that are necessary to comply with the requirements of the American with Disabilities Act (ADA). Lessee will defend and indemnify, Lessor for any and all damages arising from any claim asserted under the ADA, or any comparable state or local laws. Lessee shall also furnish and pay for all charges for refuse collection, water, sewer, gas, electricity, and other utilities supplied to and used on the Property.

**13. Notices.** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to Lessor shall be in duplicate and addressed as follows:

To Lessor:

County of El Dorado  
Chief Administrative Office  
Facilities Division  
3000 Fairlane Court, Suite One  
Placerville, California 95667  
  
Attn.: Charles Harrell  
Facilities Division Manager

With a copy to:

County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, California 95667  
  
Attn.: Michele Weimer, MPA, CPPO  
Procurement and Contracts Manager

or to such other location as Lessor directs.

Notices to Lessee shall be addressed as follows:

El Dorado Gun Club, Inc.  
Post Office Box 99  
Placerville, California 95667

Chris Modlin, President  
or to such other location as Lessee directs.

**14. Nondiscrimination.**

- A. Lessor may require Lessee's services on projects involving funding from various state and/or federal agencies, and as a consequence, Lessee shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Lessee and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Lessee shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Lessee and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Lessee shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Lessee's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 8103.

- 15. Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Lessor and performing work for Lessor and who are considered to be consultant within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with Lessor's Conflict of Interest Code. Lessor's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and Lessor's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Lessee covenants that during the term of this Agreement neither it, or any officer or employee of Lessee, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of Lessor that are involved in this Agreement.

If Lessee becomes aware of a conflict of interest related to this Agreement, Lessee shall promptly notify Lessor of the existence of that conflict, and Lessor may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article 4, Term of Agreement, Option to Extend, and Termination.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Lessee shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Lessee, if any, to any officer of Lessor.

16. **California Forum and Law.** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.
17. **Attorney's Fees.** Should any litigation be commenced between Lessor and Lessee concerning the Property, this Agreement, or the rights and duties of either Lessor or Lessee in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees and costs in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.
18. **Severability.** If any provision, clause, or part of the Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement or the application of such provisions, clauses, or parts under other circumstances shall not be affected thereby.
19. **Waiver.** The waiver of any breach of any of the provisions of this Agreement by Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or of another provision of this lease.
20. **Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

21. **No Third-Party Beneficiary.** Nothing in this Agreement is intended, nor will be deemed to confer rights or remedies upon any person or legal entity not a party to this Lease Agreement.
22. **Lease Administration.** The Lessor officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.
23. **Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

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

Dated: \_\_\_\_\_

Purchasing Agent  
Chief Administrative Office  
"Lessor"

--EL DORADO GUN CLUB, INC.--

By:   
Chris Modlin (Feb 5, 2026 08:39:33 PST)

Dated: 02/05/2026

Chris Modlin  
President  
"Lessee"

By: Shaun Gardner  
Shaun Gardner (Feb 5, 2026 09:07:18 PST)

Dated: 02/05/2026

Shaun Gardner  
Treasurer

**El Dorado Gun Club, Inc.**

**Exhibit A**

**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Lessee's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Do you or your company anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

02/05/2026

Date

  
Chris Modlin (Feb 5, 2026 08:39:33 PST)

Signature of authorized individual

El Dorado Gun Club, Inc.

Type or write name of company

Chris Modlin

Type or write name of authorized individual