



Action Target Inc.  
 c/o Diana Rotolo  
 3411 S. Mountain Vista Pkwy  
 Provo, Utah 84606  
 Tel: (801) 377-8033  
 Fax: (801) 377-8096

**METALS RECYCLING CONTRACT - LE**

**THIS CONTRACT ("Agreement")** between Action Target Inc. and its subsidiaries, assigns, and contractors on the one hand ("ATI" or the "ATI Parties") and Customer (identified on this page below) on the other hand is effective as of the date signed by the Parties below (the "Effective Date") and includes the Attachments. ATI and Customer are sometimes referred to each as a "Party" or together as "Parties". This Agreement includes this cover page and Attachments 1. By signing, Customer authorizes ATI to use credits generated pursuant to this Agreement to pay invoices payable by Customer to Action Target for the Range Services provided by Action Target until Customer rescinds such authorization.

<b>"Customer":</b>	Name:	El Dorado County Sheriff's Office	
	Address:	200 Industrial Drive	
	City/State/Zip:	Placerville, CA 95667	
	Tel:	530/621-5691	Fax: 530/642-9473
	Authorized Agent:	Jon DeVille, CFO	Email: devillej@edso

**AUTHORIZED:**

**ACTION TARGET INC.**



Authorized Signature

Scott Wright, CFO

Printed Name and Title

1/28/2021

Date of Authorization

**ACCEPTED AND AGREED:**

**CUSTOMER:** El Dorado County

Authorized Signature

**Michele Weimer, Purchasing Agent**

Printed Name and Title

Date of Acceptance

**For any questions related to scheduling, packaging requirements, quality, weight limits, or credit, please call 801-876-2442 or email recycle@actiontarget.com.**

# ATTACHMENT 1

## TERMS AND CONDITIONS

**SECTION 1. TERM.** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from date of final execution. During the Term, Customer cannot accept payment or payment-in-kind from any entity or person other than ATI for services similar to the Service offered pursuant to this Agreement. Termination or Cancellation without Cause: County or Contractor may terminate this Agreement in whole or in part upon ten (10) calendar days written notice without cause. If such prior termination is affected, Contractor will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

**SECTION 2. SERVICES TO BE PERFORMED.** ATI will remove or cause to be removed expended brass cartridge scrap and range lead scrap (the “Service”) from the Customer’s range.

- a. **Scheduling.** Customer must contact ATI at 801-876-2442 or via email at recycle@actiontarget.com to schedule each Service. The date of service will be subject to ATI’s availability to perform the Service and will be arranged within 3 business days of the request.
- b. **Packaging Requirements.** Lead and brass must be separately identified, separately packaged, and on separate pallets.
  1. **Brass Packaging.** Customer must have all brass materials on pallets in either 55-gallon drums or Gaylord boxes with the top covered (stretch wrap or cardboard is okay). If the materials are in drums, the drums must be strapped to pallet. Drums should be filled to capacity.
  2. **Range Lead Packaging.** Customer must have all range lead on pallets in sealed 55-gallon drums. Drums should be filled to capacity. Drums must be strapped to a pallet with one drum per pallet. Drums sent to you by Action Target will be on single drum pallets. Please use these for lead drum shipments.
  3. **Order Packaging.** Customer may order 55-gallon drums, Gaylord boxes, pallets, or super sacks by contacting ATI. Customer will pay for all other packaging including five-gallon buckets (if required).
- c. **Lead Quality.** Pricing is based on clean, indoor range steel trap lead with no other contaminants, e.g., rubber. **No floor sweepings or live rounds are to be present with lead.**
- d. **Brass Quality.** If any non-brass casings are fired on site, ATI will deduct this contaminant from brass and deduct from final weight confirmation. Small amounts of Shot shells and standard range sweeps may be in brass and is considered normal and expected, however, for large amounts of this material, after the sortation process, they must be disposed of as hazardous waste. We will deduct the following environmental fees to offset the treatment and disposal costs:

*\$1.75/LB for sweeps, environmental fee will be charged for treatment and hazardous waste disposal.*  
*\$0.40/LB for shot shells, environmental fee will be charged for hazardous waste disposal.*
- e. **Weight Limits.** To receive the credit amount listed below the minimum weight for which service should be scheduled is 4,000 lbs. Weights from 3,000 to 3,999 lbs. will receive the price listed below minus \$.06 per lb. Weights from 2,999 lbs. or below will get a \$.10 per lb. deduction and shipping will be added. The maximum per pallet weight is 4,000 lbs. per pallet. Customer is encouraged to utilize maximum weights when possible.
- f. **Credit.** A Final Weight Confirmation Report will be emailed to Customer within one week of receipt of metals at receiving warehouse (transit time from pickup to warehouse is generally 3–7 days). Upon receipt of the Report, Customer may contact ATI and elect either (1) a Credit (plus 10% as discussed below) towards the Action Target Store, Action Target Equipment, or Action Target Services; or (2) a check; however, a check and credit may not be combined. If Customer elects a check, the check will be mailed to Customer within 30 days after receiving the Report in an amount as calculated below, subject to a possible deduction as stated herein. If Customer elects a credit, Customer will receive the Credit—in the amount the check would have been plus 10%—immediately after notifying Action Target as stated in the Report. If the customer has any outstanding unpaid balances with ATI, credit may be used to pay towards these balances. Notwithstanding anything herein, Credits expire after 24 months of Customer’s receipt.
  1. **Brass shell credit.** Customer will receive 54% of the copper price (per pound, brass shells received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service.
  2. **Steel Trap lead credit.** Customer will receive 45% of the lead price (per pound of range lead received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service.

3. Rubber berm trap lead credit. Customer will receive 39% of the lead price (per pound of range lead received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service. **RBT Service Contract must be signed for RBT cleaning by ATI.**

LME.com displays prices in dollars per metric ton. To convert to dollars per pound, use the following Credit Conversion Formula:

**Steel Trap Range lead:** (LME Price \* 45%) / 2204.6 = price per pound  
**Rubber Berm Trap Range lead:** (LME Price \* 39%) / 2204.6 = price per pound  
**Brass:** (LME Price \* 54%) / 2204.6 = price per pound

For example, if LME.com gives the lead price as \$2,223, multiply that by 45%, which equals \$1,000.35. Then to convert to dollars per pound, divide that by 2204.6. This gives you a price of \$0.45 cents per pound with a minimum 4,000 lbs. Weights from 2,000 to 3,999 lbs. would receive \$0.39 per lb. and weights over 10,000 lbs. will receive an increase as set forth in Attachment 2.

ATI will pick up lead dust and will provide a credit of \$.01 per pound of lead dust.

**For any questions related to scheduling, packaging requirements, quality, weight limits, or credit, please call 801-876-2442 or email recycle@actiontarget.com.**

**SECTION 3. CUSTOMER OBLIGATIONS.** On the date of pickup, Customer must have the range available for ATI to perform the Service.

**SECTION 4. ASSIGNMENT.** Customer shall not assign any of the rights or obligations provided to it by or required under this Agreement, without first obtaining the prior written consent of ATI. Any assignment made by Customer without the prior written consent of ATI shall be null and void.

**SECTION 5. CREDIT ADJUSTMENT.** ATI shall be entitled to adjust the Credit Conversion Formula set forth in Section 2 upon changes in worldwide metals pricing. If ATI adjusts the formula, Customer shall be entitled to terminate the agreement within 30 days of notice of adjustment. If Customer does not notify ATI in writing of termination, this Agreement shall continue as set forth in Section 1.

**SECTION 6. PACKAGING.** If Customer breaches this Agreement, ATI shall be entitled to a reimbursement of costs for any packaging provided to Customer and any other remedies available.

**SECTION 7. GENERAL PROVISIONS.** 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. If any term, provision, or condition of the Agreement is held to be invalid, void, or unenforceable by a court or forum of competent jurisdiction, then the remaining provisions shall continue in full force and effect, provided that such unenforceability does not materially affect the parties' rights under this Agreement. All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Customer and ATI shall survive the completion of all Services to be performed under the Agreement. Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against ATI. The individuals executing the Agreement warrant that they have read and understood its provisions, and that they are authorized to bind the Parties for which they sign. The relationship between the parties is that of independent contractors and nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**SECTION 8. ENTIRE AGREEMENT.** This written Agreement is the entire integrated agreement between Customer and ATI and supersedes all prior negotiations, representations, or agreements, whether written or oral.

## **CUSTOMER AND PROJECT INFORMATION**

Range Name: Deputy Brian Ishmael Shooting Range  
Address: 230 Industrial Drive, Placerville, CA 95667  
Contact Person: Sgt. Eric Palmberg  
Phone Number: 530/621-7652  
Email Address: palmbere@edso.org  
Loading hours:

## VOLUME

A full 55-gallon drum of brass weighs approximately 600 lbs., a 2/3-full 55-gallon drum of lead weighs approximately 1,200 lbs., and a full-size Gaylord box of brass weighs approximately 3,000 lbs. Knowing this:

- What is your approximate monthly brass volume in drums/lbs.?
- What is your approximate monthly lead volume in drums/lbs.?
- Do you shoot frangible bullets?
- How much weight do you anticipate ATI will pick up per Service?
- How often do you anticipate scheduling Service? (Minimum pickup weight is 4,000 lbs.)
- Does your range have a Total Containment Trap with a screw auger?

## ACCESS

Dock high access?	YES	NO
Pallet jack on site?	YES	NO
Forklift on site?	YES	NO
18-wheeler access?	YES	NO
24-foot box truck access (lift gate)?	YES	NO

## AMMUNITION

Are any of the following cases ("Contaminants") fired on site (if the answer to any is yes, ATI will deduct 4% from the Final Weight Confirmation sent to Customer):

Aluminum?	YES	NO
Steel?	YES	NO
Shotgun shells?	YES	NO

If you remove all of the above Contaminants from your brass, ATI will not deduct 4%. If any shipment contains higher than 4% Contaminants, ATI shall be entitled to deduct the higher percentage on the next shipment.

***No floor sweepings or live rounds are to be present with lead***

**Addendum:**

**Standard Requirements:**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jon DeVille, Chief Fiscal Officer, or successor.

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager Addendum:

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional contractor, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor 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 term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the

occurrence of such event.

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without prior written notice to County, and;

2. The County of El Dorado, 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 the general liability policy.

I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. Contractor obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.