

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER <b>21C245002</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  
 El Dorado County Sheriff's Office

2. The term of this Agreement is:  
 START DATE  
 05/01/2022 Or Upon Approval, Whichever is Later

THROUGH END DATE  
 04/30/2024

3. The maximum amount of this Agreement is:  
 \$12,000.00 (Twelve 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	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C	General Terms and Conditions	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment 1	Exhibit B, Range Safety Plan	2

*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.)  
 El Dorado County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS 200 Industrial Drive	CITY Placerville	STATE CA	ZIP 95667
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER <b>21C245002</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department Of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 N. 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

A. V. EHMKA

TITLE

Purchasing Manager, Business Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. I, 4.04 A.2

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the Department of California Highway Patrol **Placerville Area Office**, the services described herein: furnish use of Contractor's **Weapons Firing Range**; pay all taxes, insurance, bonds, license and permit fees, and all other direct and indirect costs necessary to provide use of the weapons firing range and training room facilities, to provide training to uniformed personnel in accordance with the terms set forth in this Agreement.

2. The weapons firing range and training facility is located at:

El Dorado County Sheriff's Office  
Deputy Brian Ishmael Shooting Range  
200 Industrial Drive  
El Dorado, CA 92407

3. Exclusive use of the weapons firing range and training facilities shall be available for CHP training use during:

Dates and times for use of the weapons firing range and training room facilities shall be coordinated and mutually agreed upon by both parties.

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

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol Placerville Area office		El Dorado County Sheriff's Office	
NAME		NAME	
Sergeant Gilbert Lee		Lieutenant Lance Bryant	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(530) 748-2450	(530) 621-0139	(530) 621-6588	(530) 621-8091
EMAIL		EMAIL	
<a href="mailto:GLee@chp.ca.gov">GLee@chp.ca.gov</a>		bryantl@EDCS.org	
Direct all inquiries to :			
STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		El Dorado County Sheriff's Office	
SECTION/UNIT		SECTION/UNIT	
Business Services Section, Contract Services Unit		N/A	
ATTENTION		ATTENTION	
Piron Vossoughi, Contract Analyst		Lieutenant Lance Bryant	
ADDRESS		ADDRESS	
601 North 7 <sup>th</sup> Street, Sacramento, CA 95811		200 Industrial Drive, Placerville, CA 95667	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3619	(916) 322-3166	(530) 621-6588	(530) 626-8091
EMAIL		EMAIL	
<a href="mailto:piron.vossoughi@chp.ca.gov">piron.vossoughi@chp.ca.gov</a>		bryantl@EDCS.org	

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

5. Detailed description of work to be performed:

- A. The CHP Placerville Area Office uniformed personnel shall utilize Contractor's weapons firing range to maintain proficiency with their weapons to satisfy the Peace Officer Standards and Training (POST), and Departmental policy requirements.
- B. Contractor understands and agrees that CHP may make use of the range on a monthly basis. There is a maximum of ten (10) shooters on the Firing Live Range during Range Operations. Additional groups of shooters may be within the range, beyond the fifty (50) yard line for reloading or observation purposes. The Range Master / Shooter Ratios Are:
  - One (1) Range Master for four (4) shooters during Day Operation
  - One (1) Range Master for two (2) shooters during Night/Dark Operation
- C. The CHP agrees that its members using the weapons firing range facilities under this Agreement shall be governed by the range safety rules established by Contractor.
- D. Brass will be retained by Contractor.
- E. The weapons range must be able to accommodate the following:
  - 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.
  - 3) Shotgun (00 buckshot).
    - a. Eight shoots per year (two quarterly).
    - b. Two (2) night shoots required.
    - c. Distance 15 yards maximum.
- F. Inspection and test firing of weapons:
  - 1) All weapons are to be test fired after each required inspection by the CHP Weapons Range Officer.
  - 2) Use of facility to test fire weapons will be coordinated between the CHP Weapons Range Officer and Contractor.

**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.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Name: Area Commander or Designee  
Office: Placerville Area Office  
Address: 3031 Lo Hi Way  
Placerville, CA 95667

**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.

**4. RATE SCHEDULE**

- A. CHP agrees to pay Contractor monthly in arrears at the rates below for the use of the Weapon Firing Range by CHP Placerville Area Office personnel.

<b>Facility</b>	<b>Per Hour</b>
Shooting Range	\$44.81
Range Safety Officer, Deputy Sheriff II	\$81.55
Range Safety Officer, Detective	\$85.63

- B. If applicable, recycling amount collected shall be deducted from the invoice and, any and all manifests received from recycler shall accompany the related invoice(s).

## EXHIBIT C GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS

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. INDEMNIFICATION: ~~Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~ **See Exhibit D, Special Terms and Conditions, Item 5.**
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. 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.
8. 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.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

9. 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).

10. 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.

11. 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.

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

13. 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.

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

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

15. 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 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.

16. 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



**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

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.

17. 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.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. 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.)

20. 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).)

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. The CHP reserves the right to cancel this Agreement with thirty (30) days advance written notice to Contractor.
2. This Agreement may be amended in writing with mutual consent of the parties hereto.
3. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten 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.
4. 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 the El Dorado County Sheriff's office.
5. The parties hereto agree that paragraph 5 of Exhibit C herein is superseded by the following:

CHP shall defend, indemnify, and hold El Dorado County Sheriff's office, its officials, officers, employees, agents, and volunteers, free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of CHP, its officials, officers, employees, agents, and volunteers, arising out of or in connection with CHP's performance of this Agreement.

El Dorado County Sheriff's office shall defend, indemnify, and hold CHP, its officials, officers, employees, agents, and volunteers, free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of El Dorado County Sheriff's office, its officials, officers, employees, agents, and volunteers, arising out of or in connection with El Dorado County Sheriff's office performance of this Agreement.

6. 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 events(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.

## **Attachment 1**

# County of El Dorado Range Safety Plan



**Exhibit B**  
**RANGE SAFETY PLAN**  
**BASIC FIREARMS SAFETY RULES**

1. Treat all weapons as they are loaded.
2. Never allow the muzzle to cover anything you are not willing to destroy.
3. Keep your finger off the trigger until you sights are aligned on the target and you intend to shoot.
4. Be sure of your target and backdrop.

**RANGE RULES**

1. No outside agency will use the Deputy Brian Ishmael Shooting Range without an EDSO Range Safety Officer present.
2. Outside agencies will be responsible for providing all of their own safety, training, and range supplies. This includes but not limited to targets, eye and ear protection, ammunition, and any other items to be used in the course of their training. EDSO will provide cardboard target backers. No outside target backers are to be used on the range target systems.
3. No live ammunition shall be used for demonstration or educational manipulation outside of the firing line.
4. Eye, ear protection, and ballistic vests will be used at all times when on the Indoor Range.
5. All weapons will be loaded or unloaded at the firing line or clearing box in Loading Room.
6. Handguns will be kept holstered until Range Staff gives a command to begin any live fire exercises.
7. Keep firearm muzzles pointed down range.
8. Do not pick up anything on the range floor until all firearms are secured and Range Staff declared the range safe to do so.
9. Targets are to be placed so penetrating rounds will not strike the walls, floor, ceiling or equipment.
10. Handguns will be prepared for disassembly on the firing line (Remove magazine, Check for a clear and empty chamber).
11. All brass and debris must be picked up and placed into proper container.

12. All injuries will be reported to the Range Safety Officer.
13. No live ammunition is to be allowed in the cleaning room or technology room.
14. Any damage to the Deputy Brian Ishmael Shooting Range will be reported immediately to the EDSO Range Safety Officer. If the damage creates a safety issue for continued use, the facility will be taken out of service and the EDSO Training Supervisor will be notified.
15. Any accidental discharges shall be reported to the EDSO Range Safety Officer.
16. The Range Safety Rules will be adhered to at all times.
17. The Deputy Brian Ishmael Shooting Range Policy and Procedures will be adhered to at all times.
18. Any failure to comply with the Range Rules will be grounds for the immediate termination of the user agency training. Training may be allowed to resume ONLY after the EDSO Training Supervisor has reviewed the incident.

**By signing this document I acknowledge the following:**

- I have received copies of the El Dorado County Sheriff's Office's Range Safety Plan, Policy and Procedures, Safety Action Plan, and Briefing Training.
- I have read, understand, and accept all conditions dictated in those documents.
- El Dorado County Sheriff's Office's Range Staff has provided verbal and physical instruction on the safe use and operation of the Deputy Brian Ishmael Shooting Range.
- I understand that a violation of any portion of the Range Safety Plan may result in the loss of my instructional privileges at the Deputy Brian Ishmael Shooting Range.

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<b>Signature</b>	<b>Date</b>
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<b>Printed Name</b>	<b>Agency</b>
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<b>Signature</b>	<b>Date</b>
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<b>Printed Name</b>	<b>Agency</b>
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<b>EDSO Training Sergeant</b>	<b>Date</b>
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