

REVENUE SERVICES AGREEMENT #8585

This Revenue Services Agreement ("Agreement") is entered into by and between LSC Destruction, LLC ("LSC") and the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") as of this 13 day of August, 2024.

1. Breakdown, Destruction and Removal of Firearm Parts. On the date or dates agreed upon by the parties, LSC shall take all actions reasonably necessary to break down, destroy and remove all firearm parts supplied by County at County's site at El Dorado County Sheriff's Office, 200 Industrial Drive, Placerville, CA 95667 ("Premises") in accordance with LSC's standard procedures and all applicable government regulations and workplace safety guidelines. LSC will provide all necessary equipment, supplies and labor to the Premises, with the exception of commonly available items such as tables and chairs. Upon completion of the firearm break down, LSC will provide County with a portion of the firearm receiver (typically including the serial number) as proof of the physical destruction of the firearm receiver. LSC will retain all other portions of the firearm. LSC will sweep and clean any area LSC uses on the Premises to bring it to the condition it was in on LSC's arrival. Any additional terms and/or modifications to the terms of this Agreement are as specified on the Addendum attached hereto and made a part hereof. This is a continuing Agreement, and the parties agree that it applies to all services provided by LSC to County until one party gives the other written notice of the termination of this Agreement in accordance with the Addendum.

2. County's Obligations. County shall deliver each firearm to LSC in a safe condition, unloaded and clear of magazines and ammunition. LSC may terminate this Agreement immediately if County fails to satisfy the above condition. County shall provide at no cost to LSC a working space at the Premises. County is required to have an officer or evidence technician present to oversee the destruction process and ensure compliance with County policies.

3. Consideration. LSC will pay County a fee and remove all firearm parts (except as provided in Section 1 above) in exchange for title to the remaining parts. County agrees and acknowledges that LSC will give County an initial quote for the fee prior to LSC's provision of services under this Agreement based on the assumption that all firearms and parts are in satisfactory condition, but that quote is subject to change based on the actual condition of the firearms and parts presented by County to LSC. LSC will process such payment within fifteen (15) business days after completion of its work on the Premises and completion of the "Destruction Follow Up & Compensation" form which is provided by LSC at the end of the destruction.

4. Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties pertaining to the destruction and removal of the firearm parts and supersedes in their entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter.

5. Sub-Contracting Prohibited. LSC shall not contract with any other entity to perform in whole or in part the services required hereunder without the prior written approval of County. County agrees and acknowledges that LSC utilizes independent contractors in

providing some of the services and that such independent contractors are not subcontractors under this Agreement.

6. Applicable Law; Venue. The internal laws of the State of Nevada shall govern the interpretation and enforcement of this Agreement. In the event that either party brings any action against the other under this Agreement, the parties agree that venue for the trial of such action shall be exclusively in El Dorado County.

7. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ADDENDUM

Additional and/or modified terms are as follows (enter "None" if no changes):

1. **Term.** This Agreement shall become effective upon final execution by both parties hereto and shall continue for a period of three (3) years, or until cancelled by either party upon at least seven (7) calendar days written notice.
2. **Insurance:** LSC shall provide proof of a policy of insurance reasonably satisfactory to the County of El Dorado Risk Manager and documentation evidencing that LSC maintains insurance that meets the following requirements:
 - A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which LSC's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000. Notwithstanding the foregoing, LSC need not obtain Workers' Compensation Insurance if LSC does not have employees.
 - 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 LSC in the performance of this Agreement.
 - D. In the event LSC is a licensed professional and is performing professional services under this Agreement, professional liability insurance is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
 - E. LSC shall furnish a certificate of insurance reasonably 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 reasonably acceptable to Risk Management or be provided through partial or total self-insurance likewise reasonably acceptable to Risk Management.
 - G. LSC 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, LSC 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 this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the reasonable approval of Risk Management and LSC agrees that no work or services shall be performed prior to the giving of such approval. In the event LSC 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. LSC's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be in excess of LSC's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees and volunteers; or LSC 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 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. LSC obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event LSC cannot provide an occurrence policy, LSC 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 reasonable standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of County.
3. Independent Contractor/Liability: The parties intend that an independent contractor relationship will be created by this contract. LSC is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. LSC exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by LSC.

Those persons will be entirely and exclusively under the direction, supervision, and control of LSC.

County may provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which LSC performs the work or services for accomplishing the results. LSC understands and agrees that LSC lacks the authority to bind County or incur any obligations on behalf of County.

LSC, including any subcontractor or employees of LSC, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. LSC shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes LSC. LSC shall not be subject to the work schedules or vacation periods that apply to County employees.

LSC shall be solely responsible for paying its employees, if any, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that LSC provides for its employees.

LSC acknowledges that it has no authority to bind County or incur any obligations on behalf of County with regard to any matter and shall not make any agreements or representations on County's behalf.

4. **Indemnity:** To the fullest extent permitted by law, each party shall defend at its own expense, indemnify, and hold the other harmless, and 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, 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 such party 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 the sole negligence or willful acts of the other, its officers and employees, or as expressly prescribed by statute. This duty of a party to indemnify and save the other harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of LSC are separate, independent obligations under this 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 this Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this section is found invalid, the parties agree that

this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

5. Notice to Parties: 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 County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Sheriff's Office
200 Industrial Drive
Placerville, California 95667

Attn.: Angela Sterling
Records/Property Manager

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to LSC shall be addressed as follows:

LSC Destruction LLC
PO Box 60571
Las Vegas, NV 89160

Attn.: Alex Zorensky

or to such other location as LSC directs.

6. 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 LSC and performing work for County and who are considered to be contractors within the meaning of Title 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 County's Conflict of Interest Code. County'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 contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

LSC covenants that during the term of this Agreement neither it, nor any officer or employee of LSC, 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 County that are involved in this Agreement.

If LSC becomes aware of a conflict of interest related to this Agreement, LSC shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), LSC 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 LSC, if any, to any officer of County.

7. **Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. LSC warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

8. **Administrator:** The County Officer or employee with responsibility for administering this Agreement is Angela Sterling, Records/Property Manager, Sheriff's Office, or successor.

9. **Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

10. **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.

11. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Requesting Contract Administrator Concurrence:

By: 
Angela Stedling
Records/Property Manager
Sheriff's Office

Dated: 7/22/2024

Requesting Department Head Concurrence:

By: 
Jeff Leikauf
Sheriff

Dated: 7/22/24

The parties, through a duly authorized officer, have executed this Agreement as of the date set forth above.

--COUNTY OF EL DORADO--

By: Wendy Thomas

Dated: 8-13-24

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Thyle Hyslop
Deputy Clerk

Dated: 8-13-24

--LSC DESTRUCTION LLC--

By: [Signature]
Name Alexander Zovenski
Title President

LSC DESTRUCTION, LLC

Exhibit A

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 two hundred and fifty dollars (\$250) 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 Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of 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 \$250 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, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 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.

Date 7/18/2024

Signature of authorized individual 

Type or write name of company
LSC Destruction LLC

Type or write name of authorized individual
Alexander Zorensky
President