

**LICENSE AGREEMENT
FOR USE OF THE EL DORADO COUNTY SHERIFF'S OFFICE
DEPUTY BRIAN ISHMAEL SHOOTING RANGE**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between The El Dorado County Sheriff's Office ("EDSO"), and the Folsom Police Department ("USER"). EDSO and USER are sometimes referred to as the "Parties," and individually as "Party."

RECITALS

WHEREAS, EDSO operates the El Dorado County Sheriff's Office Deputy Brian Ishmael Shooting Range, located at 230 Industrial Drive ("Range"); and

WHEREAS, USER desires to use the Range under the terms and conditions hereafter set forth;

NOW, THEREFORE, the parties hereby agree as follows:

1. License to Use Range. EDSO agrees to grant USER a non-exclusive license to use the Range for official training or qualification.
2. Term. The term of this Agreement shall be for twenty-four (24) months from the effective date of this Agreement, unless sooner terminated by either Party.
3. Payment and Scheduling.
 - A. EDSO will be made whole in their El Dorado County budget allocation by either a Board approved appropriation increase during the Fiscal Year of the applicable contract term or from a specific budget line item added during budget preparations to account for USER fees shown in Exhibit "A," which is hereby referenced and incorporated into this Agreement. EDSO may adjust this fee at any time, upon thirty (30) days written notice to USER.
 - B. EDSO and USER will cooperate to establish the exact times that USER will use the Range, and EDSO will maintain this schedule in a master calendar. EDSO has final authority to approve USER's schedule and the master calendar. No private use of the Range is permitted.
 - C. USER may elect to cancel its reservation by notifying EDSO in writing no less than seven (7) calendar days prior to the assigned reservation date.

D. If USER requests to extend its assigned reservation time on the day of the booking, such an extension will be at the discretion of El Dorado County Sheriff's Office on-site personnel and subject to availability. Additional hours will be billed according to the hourly rate in effect on the date of the booking.

E. EDSO will provide USER with an invoice outlining the hours and charges. User must review the bill and sign off on the charges no later than thirty (30) days from the date of the invoice issuance. This invoice will be kept to support budget line items or any requests for increases in EDSO budget appropriations brought to the Board by the CAO.

F. Signed invoices should be sent to the EDSO Chief Fiscal Officer via email.

4. Use of Range.

A. At all times during use of the Range, USER shall provide a Peace Officers Standards and Training (P.O.S.T.)-Certified Firearms Instructor ("Firearms Instructor") for the purpose of firearms training and qualification for all USER personnel. Upon request of EDSO, USER shall provide EDSO with a copy of the certifications of the Firearms Instructor who will be on site during any use of the Range. USER shall ensure that employees are following OSHA guidelines. All use of the Range shall be in accordance with P.O.S.T. and EDSO policies.

B. USER acknowledges and understands that El Dorado Sheriff's Office Operators ("Operators") will not and shall not be requested to provide instruction regarding any aspect of the facility or its use. USER agrees that the Operator's sole purpose is to manage facility equipment and to act as a general safety officer only.

C. USER agrees that only sworn peace officers, as defined in California Penal Code section 830.1, are allowed access to and use of the Range.

D. USER shall supply its personnel with all targets, ammunition, weapons, and other equipment necessary to use the Range for firearms qualification and training. All such equipment shall be in good working condition.

E. USER shall comply with the Range safety rules established by EDSO and all orders of EDSO personnel, including but not limited to the Operators. The

current safety rules in effect are attached as Exhibit "B" and incorporated herein by reference.

F. After using the Range, USER personnel shall leave the Range in the same condition it was in before use including, but not limited to, removal of shell casings and all other debris. If the Range is not adequately restored to the same condition

it was in before use, EDSO reserves the right to charge USER for the costs-EDSO incurs in restoring the Range to its prior condition.

5. Termination.

A. Either party shall have the right to terminate this Agreement for any reason or for no reason upon thirty (30) calendar days' written notice to the other party.

B. In the event of termination or cancellation of this Agreement by EDSO, USER agrees to cease use of the Range upon receipt of such notice.

6. Notices. Any notices, bills, invoices, or other communications provided pursuant to this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving Party's regular business hours; or (b) on the second business day following deposit in the United States Postal Service mail, registered or certified, postage prepaid and addressed as follows, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this Section:

If to COUNTY: El Dorado County Sheriff's
Office Attn: Lieutenant Eric
Palmberg 200 Industrial Drive
Placerville, CA 95667

With a copy to: El Dorado County Sheriff's
Office Attn: Sheriff Jeff Leikauf
200 Industrial Drive
Placerville, CA 95667

If to USER: Folsom Police Department
c/o Chief Of Police Rick Hillman
46 Natoma Street
Folsom, CA 95630

7. Assumption of Risk and Waiver. USER may make an appointment with the EDSO to inspect the Range prior to use. USER acknowledges that its use of the Range may involve risk of serious injury or death. USER recognizes and accepts that the Range may not be suited for firearms training or qualification of any kind and accepts the Range with all defects, latent or patent. USER, on behalf of itself and its personnel as a material part of the consideration for this Agreement, hereby assumes the risk of and releases EDSO from any and all liability of any kind whatsoever that may arise out of use of the Range by USER, including, but not limited to, any defect, latent or patent, or any act or omission of EDSO, its officers, agents, or employees related to this Agreement or the Range. In that connection, USER waives the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.


The foregoing assumption of risk shall be effective except to the extent any liability is caused by the gross negligence or willful misconduct of EDSO; shall survive termination of this Agreement; and is in addition to any other rights or remedies which EDSO may have under the law or under this Agreement.

8. Assignment. The provisions of this Agreement shall be binding upon and, subject to any prescribed limitations on the right of assignment, shall insure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. USER shall not assign this Agreement, in whole or in part, without the prior written approval of EDSO. Any attempt by USER to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.
9. Entire Agreement; Amendment. This document contains the entire agreement between the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
10. Governing Law; Venue. The interpretation and implementation of this Agreement shall be governed by the laws of the State of California. If any Party initiates an action to enforce the terms of this Agreement or declare rights hereunder, the parties agree that the venue thereof shall be County of El Dorado, California.
11. Authorization. Each person executing this Agreement on behalf of USER represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of USER and that this Agreement is binding on USER in accordance with its terms.
12. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the date first written above.

EI DORADO COUNTY SHERIFF'S
OFFICE

Dated: 1/23/25

By: 
Jeff Leikauf
Sheriff, Sheriff's Office

USER – (FOLSOM POLICE
DEPARTMENT

Dated: 1/17/25

By: 
Rick Hillman, Chief of Police

-- COUNTY OF ELDORADO --

By: _____ Dated: _____
Chair
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

EXHIBIT A

EDSO INDOOR RANGE MAINTENANCE COST BREAKDOWN

The costs listed below are estimates. Many of the costs such as lead mining and curtain replacements are dependent on the number of rounds shot by each shooter in each lane. When more rounds are shot per day, there will be less range days between lead mining and more expensive per range day. Other costs have variables such as range deep cleaning. The more days the range is used the debris will be more significant, but the cleaning fee will be the same making the per hour or day cleaning fee less.

- Lead mining cost is an estimated \$12,000.00 per year. Based on 300 range days the cost is \$40 per day or \$5 per hour.
- Annual air test cost is \$5,000. Based on 300 range days the cost is \$16.67 per day or \$2.08 per hour.
- Annual deep cleaning cost is \$9,300.00. Based on 300 range days the cost is \$31 per day or \$3.88 per hour.
- HVAC filter maintenance. There are three types of filters, all with different time frames for service. The total filter cost is \$226.64 per day or \$28.33 per hour.
 - Non-Lead Filters = \$40.00 per day or \$5.00 per hour.
 - Pre HEPA filters = \$160.00 per day or \$20.00 per hour.
 - HEPA filters = \$26.64 per day or \$3.33 per hour.
- Bullet trap curtain replacement cost is \$5,600.00. Estimated number of ranges between replacements is 300. Based on 300 range days the cost is \$18.66 per day or \$2.33 per hour.
- Energy cost is an estimated \$17,555 per month for 108,000 square feet. The total energy cost is \$67.13 per day or \$2.79 per hour (24 hour).
 - Cost per square foot is \$0.163.
 - Range square footage is only 12,356.
 - Cost per square foot multiplied by the range square footage=\$2,014 per month (30 days).
- Propane Cost is an estimated \$2504 per month for 108,000 square feet. Total propane cost is \$9.55 per day or \$.40 per hour (24 hour).
 - Cost per square foot is \$0.023.
 - Range square footage is only 12,356.
 - Cost per month is the cost per square foot x range square footage = \$284.19 per month (30 days).

These amounts total \$409.65 per day or \$44.81 per hour. Additionally, in our policies and procedures we are requiring an EDSO Range Master, (Range Safety Officer), be present during all outside agency use of the EDSO indoor range. Based on staffing levels this will generally be an EDSO Deputy Sheriff II (\$81.55 per hour) or an EDSO Detective (\$85.63 per hour) on overtime.



JOHN D'AGOSTINI
SHERIFF - CORONER - PUBLIC ADMINISTRATOR
COUNTY OF EL DORADO
STATE OF CALIFORNIA

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.

El Dorado County Sheriff's Office
Deputy Brian Ishmael Shooting Range
230 Industrial Drive
Placerville, CA 95667

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.

Signature	Date
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Printed Name	Agency
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Signature	Date
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Printed Name	Agency
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EDSO Training Sergeant	Date
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 Deputy Brian Ishmael Shooting Range
 230 Industrial Drive
 Placerville, CA 95667