

SERVICES AGREEMENT #5281

This Services Agreement (“**Agreement**”) is entered into by and between LSC Destruction, LLC (“**LSC**” or “**Contractor**”) and the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “**County**”) as of this 6th day of April, 2021.

1. Breakdown, Destruction and Removal of Firearm Parts. On the date 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 previously discussed with County 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 it 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.

2. County’s Obligations. County shall deliver each firearm to LSC in a safe condition, unloaded and clear of magazines and ammunition; failure to do so will be considered a material breach by County under this Agreement. County shall provide at no cost to Contractor a working space at each of the Patrol Stations, as set forth above. 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 shall pay County an estimated range of \$2,600 for approximately 300 firearms and remove all firearm parts (except as provided in Section 1 above) in exchange for title to the remaining parts. 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 at the end of the destruction.

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 years, or until cancelled by either party upon seven (7) calendar day's written notice.

2. Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

3. Indemnity: Contractor shall indemnify and hold harmless the County of El Dorado, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. Contractor shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services

4. 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 addressed as follows:

COUNTY OF EL DORADO
Sheriff's Office
200 Industrial Drive
Placerville, CA 95667
ATTN: Lance Bryant, Lieutenant

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

LSC Destruction LLC
PO Box 60571
Las Vegas, NV 89160
ATTN: Alex Zorensky

or to such other location as the Contractor directs.

5. Insurance
Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.

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.

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 our 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.
6. Administrator: The County Officer or employee with responsibility for administering this Agreement is Lance Bryant, Lt, Sheriff's Office, or successor.
7. 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.

Requesting Contract Administrator Concurrence:

By: LB 2102 Dated: 9/21/20
Lance Bryant, Lieutenant
Sheriff's Office

Requesting Department Head Concurrence:

By: John D. Agostini Dated: 9/24/20
John D'Agostini, Sheriff

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

-- COUNTY OF EL DORADO --

By: _____



Chair, Board of Supervisors
"County"

Dated: 4/6/2021



Attest:

Kim Dawson

Clerk of the Board of Supervisors

LSC Destruction, LLC

By: _____

Name: Alex Zorensky

Title: Manager