



AGREEMENT

AGREEMENT NO.

FOR USE OF THE SAN MATEO COUNTY SHERIFF'S OFFICE COYOTE POINT RIFLE AND PISTOL RANGE

Entity Name and Address ("Entity"):

SAN MATEO POLICE DEPARTMENT

200 FRANKLIN PKWY

SAN MATEO, CA 94403

Contact: Anthony Riccardi, Lieutenant

Email: ariccardi@cityofsanmateo.org

Entity: Upon receipt of an invoice, mail payment to:

Department: San Mateo County Sheriff's Office

Attention: Fiscal Services Bureau

Address: 400 County Center, 3rd Floor

Redwood City, CA 94063

For invoice or billing inquiries, please call (650) 363-4061

It is agreed between the San Mateo County Sheriff's Office, California ("County"), and **SAN MATEO POLICE DEPARTMENT** as follows:

- Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, County shall perform services for Entity in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A attached hereto.
- Contract Term.** The term of this Agreement shall be from **9/1/2023 to 6/30/2025** unless terminated earlier by the County.
- Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, Entity shall make payment to County in the manner specified herein and in Exhibit A. In the event that the Entity makes any advance payments, County agrees to refund any amounts in excess of the amount owed by the Entity at the time of contract termination. In no event shall total payment for services under this Agreement exceed **\$20,000**.
- Relationship of the Parties.** Entity agrees and understands that the work/services performed by County under this Agreement are performed as an Independent Contract, and that Entity nor its employees/agents acquires any of the rights, privileges, powers, or advantages of County employees.
- Workers' Compensation Insurance.** Entity shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Entity certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- Other Insurance.** Entity shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Entity and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Entity's operations under this Agreement, whether such operations be by Entity, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

☒ Comprehensive General Liability \$1,000,000 (applies to all agreements)

The obligations of this section may be met by a public agency by providing the County with a certificate that certifies that the public agency is self-insured up to the amounts of insurance required by this section.

7. **Hold Harmless.** Entity agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Entity and/or its employees/officers/agents in the performance of this Agreement.
8. **Non-Assignability.** Neither party may assign this Agreement or any portion thereof to a third party. Violation of this Section shall automatically give County the option to terminate this Agreement without notice.
9. **Termination of Agreement.** The Sheriff or Sheriff's designee may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County by giving written notice specifying the effective date and scope of such termination. In the event of termination, County shall be paid for all work satisfactorily performed through the date of termination.
10. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Both parties shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
11. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between County and Entity.
12. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.
13. **Electronic Signature.** Both County and Entity wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

FOR ENTITY:

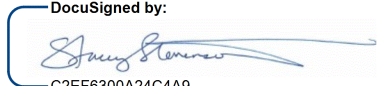
Anthony Riccardi

ENTITY'S SIGNATURE

DATE

NAME (PLEASE PRINT)

FOR COUNTY:

DocuSigned by:

C2EE6300A24C4A9

PURCHASING AGENT SIGNATURE
(DEPARTMENT HEAD OR DESIGNEE)

1/25/2024 | 3:44 PM PST

DATE

STACEY STEVENSON, FINANCE DIRECTOR

PURCHASING AGENT NAME & TITLE
(DEPARTMENT HEAD OR DESIGNEE)

Budget - 30143

Exhibit A
Agreement for Use of the San Mateo County Sheriff's Office
Coyote Point Shooting Range

1. SCOPE.

- A. County agrees to provide Entity with the services described herein:
- 1.) Furnish use of the Sheriff's Office weapons firing range facilities, also referred to as the Coyote Point Rifle and Pistol Range ("Range").
 - 2.) Use of Range shall be during such times that are mutually agreeable to both parties.
- B. Entity agrees that its members using the Range facilities under this agreement shall be governed by the Range Safety Rules established by the Sheriff's Office.

2. AMOUNT AND METHOD OF PAYMENT.

In consideration of the services provided by Sheriff's Office pursuant to Section 1, **Scope**, and subject to the terms of the Agreement, Entity shall pay Sheriff's Office based on the following schedule and terms:

- A. Entity agrees to pay Sheriff's Office at the following rates:

Facility	Rate FY 2023-24	Rate FY 2024-25
Indoor Range (Range 1) - Standard -Four (4) hour minimum per day -Includes an on-site Sheriff's Office range staff member to oversee the mechanical operation of the indoor range	\$225/hr	\$250/hr
Indoor Range (Range 1) – Non-standard -Rate applies to private law enforcement events/private trainers	\$360/hr	\$360/hr
Outdoor Range (Range 2) - Four (4) hour minimum per day	\$210/hr	\$215/hr
Indoor Simmunition Shoot House -Three (3) hour minimum per day	\$130/hr	\$135/hr
Classroom -Fixed daily rate	\$154.50/day	\$154.50/day

- B. Sheriff's Office Fiscal Services Bureau will submit to Entity an invoice for payment. Invoices will be either emailed or mailed to the following:

ariccardi@cityofsanmateo.org

Or

San Mateo Police Department
 Anthony Riccardi, Lieutenant
 200 Franklin Pkwy
 San Mateo, CA 94403

- C. Payment must be received by County within 30 days of invoice date. Range use will be suspended if payment is not received within 30 days of invoice date.

- D. Payments and questions regarding invoicing shall be directed to the Sheriff's Office Fiscal Services Bureau at (650) 599-1728 or mailed to:

San Mateo County Sheriff's Office
Attn: Fiscal Services Bureau
400 County Center, 3rd Floor
Redwood City, CA 94063

- E. NO SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT. Entity shall have no claim against the County of any kind whatsoever for any services provided by County, which were provided after the expiration or termination of this Agreement.
- F. CANCELLATION POLICY. Agency must give Sheriff's Office 48-hour notice of cancellation. If no notice or less than 48 hours' notice is given, agency will be responsible to pay for the hours booked on said day.

Certificate Of Completion

Envelope Id: F3DC9342A3964F48973FE6FE258CC826

Status: Delivered

Subject: Complete with DocuSign: SanMateoPD_RangeUse_2024.docx

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Veronica Ruiz
400 County Ctr

AutoNav: Enabled

Redwood City, CA 94063-1662

Envelopeld Stamping: Enabled

vruiz@smcgov.org

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 104.129.192.110

Record Tracking

Status: Original

Holder: Veronica Ruiz

Location: DocuSign

1/25/2024 3:01:10 PM

vruiz@smcgov.org

Signer Events**Signature****Timestamp**

Anthony Riccardi

Sent: 1/25/2024 3:02:18 PM

ariccardi@cityofsanmateo.org

Viewed: 1/25/2024 4:00:07 PM


Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 1/25/2024 4:00:07 PM

ID: 3d6f387b-df22-4012-84e7-8c28feda3c0f

Stacey Stevenson

DocuSigned by:


C2EF6300A24C4A9...

Sent: 1/25/2024 3:02:18 PM

sstevenson@smcgov.org

Viewed: 1/25/2024 3:44:51 PM

Director of Finance

Signed: 1/25/2024 3:44:56 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 104.129.192.111

Electronic Record and Signature Disclosure:

Accepted: 1/25/2024 3:44:51 PM

ID: 7ed111cf-29be-445f-b9dc-48eed693f624

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/25/2024 3:02:19 PM

Certified Delivered

Security Checked

1/25/2024 3:44:51 PM

Signing Complete

Security Checked

1/25/2024 3:44:56 PM

Payment Events**Status****Timestamps**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carasoft OBO County of San Mateo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carasoft OBO County of San Mateo:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevanderson@pacbell.net

To advise Carasoft OBO County of San Mateo of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevanderson@pacbell.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Carasoft OBO County of San Mateo

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carasoft OBO County of San Mateo

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carasoft OBO County of San Mateo as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carasoft OBO County of San Mateo during the course of my relationship with you.