

**AGREEMENT
BETWEEN THE
STATE OF CALIFORNIA
AND THE
COUNTY OF ORANGE**

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THIS AGREEMENT is entered into this First day of May 2023², which date is enumerated for purposes of reference only, by and between the STATE OF CALIFORNIA by and through the 32ND DISTRICT AGRICULTURAL ASSOCIATION, hereinafter referred to as "DISTRICT", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, DISTRICT wishes to contract with COUNTY for law enforcement services during the 2023² Orange County Fair, and

WHEREAS, COUNTY is agreeable to the rendering of such services on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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TABLE OF CONTENTS

1
2
3
4
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6
7
8
9
10
11
12 //
13 //
14 //
15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //

<u>SECTION</u>	<u>PAGE</u>
A. Term	3
B. Services by COUNTY	3
C. Megan's Law Screening of Sheriff Personnel	4
D.C. Payment	4
E.D. Alteration of Terms	5
F. Status of COUNTY	6
Signature Page	7
Attachment A: County Billing Policy	

1 **A. TERM:**

2 The term of this Agreement shall be July 12, 2023² through August 14, 2023².

3 **B. SERVICES BY COUNTY:**

4 COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
5 hereinafter referred to as "SHERIFF", shall be responsible for and render to
6 DISTRICT the following services at the 2023² Orange County Fair:

- 7 1. SHERIFF shall render law enforcement services during the 2023² Orange
8 County Fair, beginning at 0800 hours on July 12, 2023², and terminating at
9 1600 hours on August 14, 2023². Such services shall include the
10 enforcement of State statutes and, in SHERIFF's sole discretion, the
11 enforcement of the City of Costa Mesa Municipal Code.
- 12 2. SHERIFF shall be responsible for and render to DISTRICT law enforcement
13 services at all areas of the Orange County Fairgrounds during the dates and
14 hours referenced herein.
- 15 3. SHERIFF shall provide all staffing, supervision, communications, supplies
16 and equipment necessary to deliver services, as required by this agreement.
17 If unforeseen events occur requiring more or different personnel or
18 equipment to enforce State statutes and the City of Costa Mesa Municipal
19 Code at the event, SHERIFF, in SHERIFF's sole discretion, may increase or
20 decrease the number and type of personnel and equipment utilized at said
21 event.
- 22 a. "Unforeseen events" will be defined as the following: Emergency
23 incidents requiring a response by law enforcement personnel to mitigate
24 the incident at any area of the FAIRGROUNDS, including parking lots,
25 the Grandstand Arena and the Pacific Amphitheater (hereinafter
26 "FAIRGROUNDS property"). DISTRICT will be responsible for the cost
27 of said personnel from the SHERIFF only. Any other agency's personnel

28 **B. SERVICES BY COUNTY: (Continued)**

1 will be considered mutual aid. If the incident does not start on
 2 FAIRGROUNDS property, but transitions to FAIRGROUNDS property,
 3 DISTRICT will not be responsible for the cost.

4 **C. ~~MEGAN'S LAW SCREENING OF SHERIFF PERSONNEL:~~**

5 ~~SHERIFF shall ensure that SHERIFF personnel assigned to provide law enforcement~~
 6 ~~services pursuant to this Agreement will comply with all Megan's Law~~
 7 ~~requirements. [LA1]~~

8 **CD. PAYMENT:**

- 9 1. DISTRICT agrees to pay COUNTY the total cost of the services described in
 10 Section B of this Agreement. COUNTY's costs include salaries, wages,
 11 benefits, services, supplies, equipment, transportation, and divisional,
 12 departmental and COUNTY overhead.
- 13 2. Rates provided by position title to DISTRICT for use in the DISTRICT
 14 Standard Agreement as referenced herein may not be indicative of actual
 15 deployment under Section B of this Agreement.

16 3. The Maximum Obligation of DISTRICT for services rendered under Section
 17 B of this Agreement is not to exceed the amount of \$~~715,000~~925,000.

18 3.4. The cost of potential future salary and benefit increases or decreases are
 19 not included in the rates set forth in Subsection D-2 of this Agreement. If
 20 COUNTY incurs or becomes obligated to pay for any such increases for or
 21 on account of personnel whose costs are included in the calculations of
 22 costs charged to DISTRICT hereunder, DISTRICT shall pay COUNTY, in
 23 addition to the rates set forth in Subsection D-2 of this Agreement, the full
 24 costs of said increases to the extent such increases are attributable to work
 25 performed by such personnel after July 12, 2023, and DISTRICT's cost of
 26 service hereunder shall be deemed to have increased accordingly.
 27 DISTRICT shall pay COUNTY in full for such increases on a pro-rata basis

28 **DE. PAYMENT: (Continued)**

1 over the portion of the period after COUNTY notifies DISTRICT that
2 increases are payable.

3 In the event that salaries and benefits costs for COUNTY employees
4 decrease for or on account of personnel whose costs are included in the
5 calculations of the rates charged to DISTRICT hereunder, COUNTY shall
6 notify DISTRICT of decreased cost and bill accordingly.

7 4.5. COUNTY shall invoice DISTRICT within thirty (30) calendar days of the
8 termination of this Agreement for the cost of services rendered under
9 Section B of this Agreement.

10 5.6. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy,
11 adopted by the Board of Supervisors through Minute Order dated October
12 27, 1992 (Attachment A)

13 6.7. DISTRICT shall provide each Reserve Deputy two (2) OC Fair admission
14 tickets for each shift worked at the OC Fair.

15 **E. ALTERATION OF TERMS:**

16 This Agreement, together with Standard Agreement No. SA-094-22FT_[LA2], fully
17 expresses all understanding of DISTRICT and COUNTY with respect to the
18 subject matter of this Agreement and shall constitute the total Agreement
19 between the parties for these purposes. No addition to, or alteration of, the
20 terms of this Agreement, unless expressly provided herein, shall be valid unless
21 made in writing, formally approved and executed by duly authorized agents of
22 both parties.

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26 **F. ~~STATUS OF COUNTY:~~**

27 ~~COUNTY is, and shall at all times be deemed to be, an independent contractor and~~
28 ~~shall be wholly responsible for the manner in which it performs the services required of~~

~~it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees, shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.~~

~~LA3]~~

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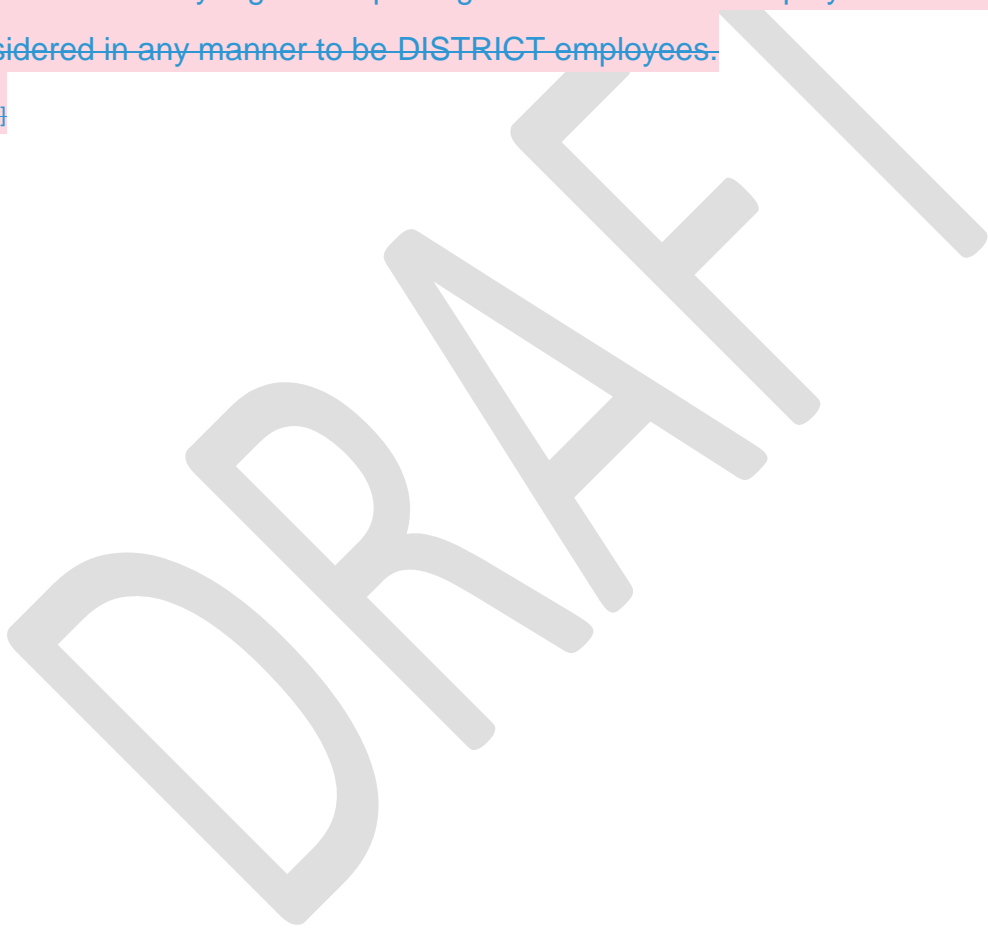
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1 **IN WITNESS WHEREOF**, the parties have executed the AGREEMENT
2 in the County of Orange, State of California.

3 DATED: _____

4 STATE OF CALIFORNIA

6 BY: _____

7 Michele Richards, Chief Executive Officer
8 32nd District
9 Agricultural Association

10 -----
11 DATED: _____

12 COUNTY OF ORANGE

13 BY: _____

14 Chairman of the Board of Supervisors
15 County of Orange, California

16 Signed and certified that a copy of this
17 Agreement has been delivered to the Chair
18 of the Board per G.C. Sec. 25103, Reso 79-1535

19 Attest:

20 _____
21 Robin Stieler
22 Clerk of the Board
23 County of Orange, California

24 APPROVED AS TO FORM:

25 Office of the County Counsel
26 County of Orange, California

27 DATE: _____

28 BY: _____

Deputy