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RECITALS:

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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A. TERM:

The term of this Agreement shall be for one year, commencing July 1, 202019 and terminating June 30, 20219, or until COUNTY has provided services to DISTRICT hereunder costing the full amount of the Maximum Obligation of DISTRICT, as set forth in Subsection F-3, whichever is earlier. This Agreement may be terminated by either party in the manner set forth herein.

B. OPTIONAL TERMINATION:

COUNTY or DISTRICT may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

C. REGULAR SERVICES BY COUNTY:

COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as "SHERIFF", shall be responsible for and render to DISTRICT law enforcement services at all areas of the OC Fair & Event Center, ~~excluding the 2019 Orange County Fair~~, hereinafter referred to as "FAIRGROUNDS", as follows:

1. SHERIFF shall provide all staffing, supervision, services, supplies, transportation, training and equipment necessary to deliver services, as required by this Agreement.
2. During scheduled events, if DISTRICT notifies SHERIFF in the manner set forth below of a scheduled event, SHERIFF shall enforce State statutes and, in SHERIFF's sole discretion, the City of Costa Mesa Municipal Code during said event at all areas of the FAIRGROUNDS, including the parking lots, the Grandstand Arena, and Pacific Amphitheatre (hereinafter "FAIRGROUNDS property"), using the number and type of personnel and equipment that SHERIFF deems appropriate. SHERIFF shall have joint authority with FAIRGROUNDS management to regulate the number of vehicles entering

the FAIRGROUNDS parking lots and shall have the same joint authority to forbid vehicles from entering said lots when SHERIFF or FAIRGROUNDS

C. REGULAR SERVICES BY COUNTY: (Continued)

management determines said lots are full.

3. No later than ten (10) days before a scheduled event, DISTRICT representative, Chief Executive Officer (CEO), shall notify SHERIFF of the nature of the scheduled event, the size of the crowd anticipated and any other pertinent information about the event. SHERIFF shall then ascertain the number and type of law enforcement personnel and equipment needed to enforce State statutes and the City of Costa Mesa Municipal Code at the event in the absence of unforeseen circumstances and shall notify CEO, or CEO designee, of the cost of said personnel and equipment, both in projected form prior to the event and in actual form after the event.

4. SHERIFF shall provide law enforcement services at said event, using the number and type of personnel and equipment as determined necessary. If unforeseen events occur requiring more or different personnel or equipment to enforce State statutes and the City of Costa Mesa Municipal Code at the event, SHERIFF, in SHERIFF's sole discretion, may increase or decrease the number and type of personnel and equipment utilized at said event.

a. "Unforeseen events" will be defined as the following: Emergency incidents requiring a response by law enforcement personnel to mitigate the incident at any area of the FAIRGROUNDS property. DISTRICT will be responsible for the cost of said personnel from the SHERIFF only. Any other agency's personnel will be considered mutual aid. If the incident does not start on FAIRGROUNDS property, but transitions to FAIRGROUNDS property, DISTRICT will not be responsible for the cost.

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3 **D. SPECIAL SERVICES BY COUNTY:**

4 1. At the request of DISTRICT, SHERIFF, in SHERIFF's sole discretion, may
5 provide investigation services for certain functions, conducted on or around
6 FAIRGROUNDS. SHERIFF shall determine personnel and equipment
7 needed for such special services.

8 If such services are in addition to the services set forth in Section C of this
9 Agreement and are provided by SHERIFF at an additional cost to municipal
10 recipients, DISTRICT shall reimburse COUNTY for such services at an
11 amount computed by SHERIFF.

12 2. Between scheduled events, SHERIFF shall not provide security or routine
13 patrol services on FAIRGROUNDS property, but will respond to any calls for
14 assistance at the FAIRGROUNDS property from FAIRGROUNDS security
15 personnel or other persons. These services will be provided by SHERIFF
16 at an additional cost to DISTRICT. DISTRICT shall reimburse COUNTY for
17 such additional services at an amount computed by SHERIFF.

18 3. SHERIFF shall invoice DISTRICT immediately after each said special
19 service is completed.

20 **E. MEGAN'S LAW SCREENING OF SHERIFF PERSONNEL:**

21 SHERIFF shall ensure that SHERIFF personnel assigned to provide law
22 enforcement services pursuant to this Agreement will comply with all Megan's
23 Law requirements.

24 **F. PAYMENT:**

25 1. DISTRICT agrees to pay COUNTY the costs of performing the services
26 mutually agreed upon in this Agreement. The costs of services described in
27 Sections C and D of this Agreement include salaries, wages, benefits,
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1 services, supplies, equipment, transportation, and divisional, departmental
2 and COUNTY General overhead.

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4 **F. PAYMENT:** (Continued)

5 2. The rates charged to DISTRICT by COUNTY shall be as follows:

6 a. The hourly rate charged to the DISTRICT shall be computed by the
7 ORANGE COUNTY SHERIFF-CORONER in accordance with
8 COUNTY's law enforcement cost study in effect at the time the services
9 are provided. The hourly rate shall include salaries, wages, benefits,
10 services, supplies, equipment and divisional, department and County
11 overhead rates in effect at the time the services are provided.

12 b. Other costs, such as supplies, mileage, telephones and communications
13 equipment, will be billed at COUNTY's cost.

14 c. Rates provided by position title to DISTRICT for use in the State of
15 California Standard Agreement as referenced herein may not be
16 indicative of actual deployment under Sections C and D of this
17 Agreement.

18 3. The Maximum Obligation of DISTRICT for services described in Section C
19 of this Agreement is \$250,000. This Agreement will terminate whenever
20 said Maximum Obligation is expended or on June 30, 202~~19~~, whichever is
21 earlier.

22 4. COUNTY shall monthly render to DISTRICT an invoice for services
23 reflected in Section C of this Agreement.

24 5. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy,
25 adopted by the Board of Supervisors through Minute Order dated October
26 27, 1992 (Attachment A).

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4 **G. ALTERATION OF TERMS:**

5 This Agreement, together with the State of California Standard Agreement No.
6 SA-1~~3256-2019~~YR fully expresses all understanding of DISTRICT and
7 COUNTY with respect to the subject matter of this Agreement and shall
8 constitute the total Agreement between the parties for these purposes. No
9 addition to, or alteration of, the terms of this Agreement shall be valid unless
10 made in writing, formally approved and executed by duly authorized agents of
11 both parties.

12 **H. STATUS OF COUNTY:**

13 COUNTY is, and shall at all times be deemed to be, an independent contractor
14 and shall be wholly responsible for the manner in which it performs the services
15 required of it by the terms of this Agreement. Nothing herein contained shall be
16 construed as creating the relationship of employer and employee, or principal
17 and agent, between DISTRICT and COUNTY or any of COUNTY's agents or
18 employees. COUNTY and its SHERIFF shall retain all authority for rendition of
19 services, standards of performance, control of personnel, and other matters
20 incident to the performance of services by COUNTY pursuant to this
21 Agreement. COUNTY, its agents and employees, shall not be entitled to any
22 rights or privileges of DISTRICT employees and shall not be considered in any
23 manner to be DISTRICT employees.

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

6 DATED: _____

7 STATE OF CALIFORNIA

8
9 BY: _____10 KATHY KRAMER, CEO, CFE, CMP
11 32nd District12 Agricultural Association/[OC Fair &
Event Center](#)13 _____
14 DATED: _____

15 COUNTY OF ORANGE

16 BY: _____

17 Chairwoman of the Board of Supervisors
18 County of Orange, California

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

22 Attest:

23 _____
24 Robin Stieler
25 Clerk of the Board
26 County of Orange, California

27 APPROVED AS TO FORM:

28 Office of the County Counsel
Orange County, California

DATED: _____

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BY: _____
Deputy

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