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

THIS AGREEMENT is entered into this First day of May 20~~15~~16, which date is enumerated for purposes of reference only, by and between the STATE OF CALIFORNIA, hereinafter referred to as "STATE", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, STATE wishes to contract with COUNTY for law enforcement services during the 201~~5~~6 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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1 **A. TERM:**

2 The term of this Agreement shall be July ~~17~~14, 201~~5~~6 through August ~~16~~14,
3 201~~5~~6.

4 **B. SERVICES BY COUNTY:**

5 COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
6 hereinafter referred to as "SHERIFF", shall be responsible for and render to
7 STATE the following services at the 201~~5~~6 Orange County Fair:

- 8 1. SHERIFF shall render law enforcement services during the 2015 Orange
9 County Fair, beginning at 0800 hours on July ~~17~~14, 201~~5~~6, and terminating
10 at 1600 hours on August ~~16~~14, 201~~5~~6. Such services shall include the
11 enforcement of STATE statutes and, in SHERIFF's sole discretion, the
12 enforcement of the City of Costa Mesa Municipal Code.
- 13 2. SHERIFF shall be responsible for and render to STATE law enforcement
14 services at all areas of the Orange County Fairgrounds during the dates and
15 hours referenced herein.
- 16 3. SHERIFF shall provide all staffing, supervision, communications, supplies
17 and equipment necessary to deliver services, as required by planned
18 staffing assignment levels previously agreed upon by STATE and SHERIFF.
- 19 4. By mutual agreement in writing between the STATE, through the Fair
20 Director or designee, and the COUNTY, through SHERIFF, planned staffing
21 assignment levels may be increased or decreased, depending on the need.

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

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

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2 **D. PAYMENT:**

- 3 1. STATE agrees to pay COUNTY the total cost of the services described in
4 Section B of this Agreement. COUNTY's costs include salaries, wages,
5 benefits, services, supplies, equipment, transportation, and divisional,
6 departmental and COUNTY overhead.
- 7 2. Rates provided by position title to STATE for use in the STATE Standard
8 Agreement as referenced herein may not be indicative of actual deployment
9 under Section B of this Agreement.
- 10 3. The Maximum Obligation of STATE for services rendered under Section B
11 of this Agreement is \$~~500,00000~~ \$500,000
- 12 4. COUNTY shall invoice STATE within thirty (30) days of the termination of
13 this Agreement for the cost of services rendered under Section B of this
14 Agreement.
- 15 5. STATE shall pay COUNTY in accordance with COUNTY Billing Policy,
16 adopted by the Board of Supervisors through Minute Order dated October
17 27, 1992 (Attachment A).

18 **E. ALTERATION OF TERMS:**

19 This Agreement, together with Standard Agreement No. SA-062-15FTSA-081-
20 16FT, fully expresses all understanding of STATE and COUNTY with respect to
21 the subject matter of this Agreement and shall constitute the total Agreement
22 between the parties for these purposes. No addition to, or alteration of, the
23 terms of this Agreement shall be valid unless made in writing, formally
24 approved and executed by duly authorized agents of both parties.

25 **F. STATUS OF COUNTY:**

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

1 required of it by the terms of this Agreement. Nothing herein contained shall be
2 construed as creating the relationship of employer and employee, or principal

3 **F. STATUS OF COUNTY:** (Continued)

4 and agent, between STATE and COUNTY or any of COUNTY's agents or
5 employees. COUNTY and its SHERIFF shall retain all authority for rendition of
6 services, standards of performance, control of personnel, and other matters
7 incident to the performance of services by COUNTY pursuant to this
8 Agreement. COUNTY, its agents and employees, shall not be entitled to any
9 rights or privileges of STATE employees and shall not be considered in any
10 manner to be STATE employees.

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

DATED: _____

STATE OF CALIFORNIA

BY: _____

KATHY KRAMER, CEO, CFE, CMP
32nd District
Agricultural Association

DATED: _____

COUNTY OF ORANGE

BY: _____

Chairwoman of the Board of Supervisors
County of Orange, California

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

Attest:

Robin Stieler

~~Interim~~ Clerk of the Board
County of Orange, California

APPROVED AS TO FORM:

Office of the County Counsel
Orange County, California

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BY: _____
Deputy