

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

**THIS AGREEMENT** is entered into this First day of May 20198, which date is enumerated for purposes of reference only, by and between the STATE OF CALIFORNIA by and through the 32<sup>ND</sup> 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 2018-2019 Orange County Fair, and

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

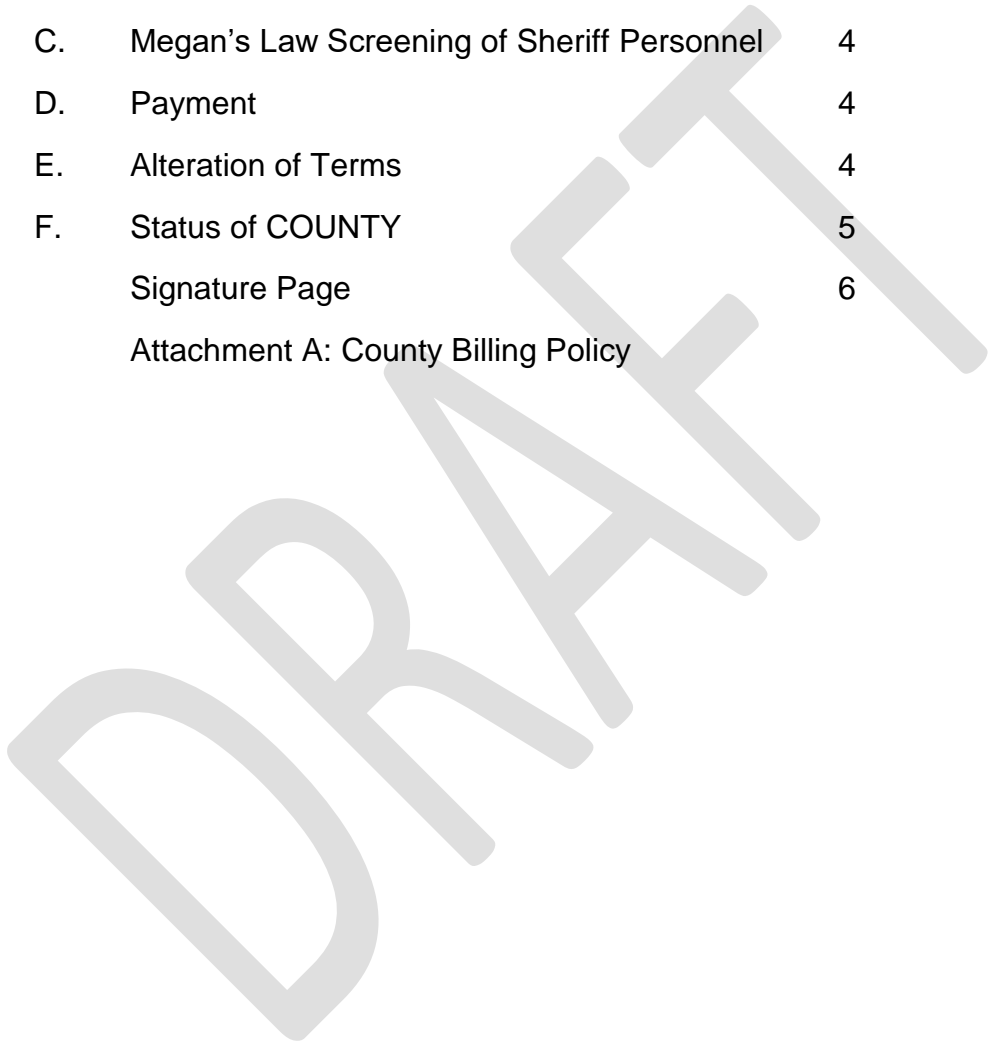
**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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



1 **A. TERM:**

2 The term of this Agreement shall be July 18, 20198 through August 20, 20198.

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 20198 Orange County Fair:

- 7 1. SHERIFF shall render law enforcement services during the 20198 Orange  
8 County Fair, beginning at 0800 hours on July 18, 20198, and terminating at  
9 1600 hours on August 20, 20198. 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 will be considered mutual aid. If the incident does not start on

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

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  
6 enforcement services pursuant to this Agreement will comply with all Megan's  
7 Law requirements.

8 **D. 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 \$~~675~~725,000.
- 18 4. COUNTY shall invoice DISTRICT within thirty (30) days of the termination of  
19 this Agreement for the cost of services rendered under Section B of this  
20 Agreement.
- 21 5. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy,  
22 adopted by the Board of Supervisors through Minute Order dated October  
23 27, 1992 (Attachment A).

24 **E. ALTERATION OF TERMS:**

25 This Agreement, together with Standard Agreement No. SA-~~15537~~198FT, fully  
26 expresses all understanding of DISTRICT and COUNTY with respect to the  
27 subject matter of this Agreement and shall constitute the total Agreement  
28 between the parties for these purposes. No addition to, or alteration of, the

1 **E. ALTERATION OF TERMS:** (Continued)

2 terms of this Agreement shall be valid unless made in writing, formally  
3 approved and executed by duly authorized agents of both parties.

4 **F. STATUS OF COUNTY:**

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

16 //  
17 //  
18 //  
19 //  
20 //  
21 //  
22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //

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 KATHY KRAMER, CEO, CFE, CMP  
8 32nd District  
9 Agricultural Association

10 -----  
11 DATED: \_\_\_\_\_

12 COUNTY OF ORANGE

13 BY: \_\_\_\_\_

14 Chairwoman 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 Orange County, California

27 DATE: \_\_\_\_\_

28 BY: \_\_\_\_\_

Deputy