

**AGREEMENT
BETWEEN THE
COUNTY OF ORANGE
AND THE
FOOTHILL / EASTERN TRANSPORTATION CORRIDOR AGENCY**

THIS AGREEMENT is entered into this fifteenth day of June ~~2015~~ 2016 which date is enumerated for purposes of reference only, by and between the FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY, a public entity, hereinafter referred to as "AGENCY", and the COUNTY OF ORANGE a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, AGENCY wishes to contract with COUNTY Sheriff-Coroner Department, hereinafter referred to as "SHERIFF", for supplemental law enforcement patrol services; and

WHEREAS, COUNTY is agreeable to the rendering of such services, as authorized in Government Code Section 54981, 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 for one year, commencing July 1, 201~~5~~ 6
3 and terminating June 30, 201~~6~~ 7, or until COUNTY has provided services to
4 AGENCY hereunder costing the full amount of the Maximum Obligation of
5 AGENCY, as set forth in Subsection D-3, whichever is earlier. This Agreement
6 may also be terminated by either party in the manner set forth in Section B.

7 **B. OPTIONAL TERMINATION:**

8 AGENCY or COUNTY may terminate this Agreement, without cause, upon
9 twenty (20) days written notice to the other party.

10 **C. SERVICES BY COUNTY:**

11 1. AGENCY occasionally has a need for law enforcement patrol services to
12 supplement those provided by AGENCY. As requested by AGENCY from
13 time to time, at the discretion of SHERIFF, COUNTY shall render to
14 AGENCY selected services as hereinafter provided to the extent said
15 services can reasonably be performed. SHERIFF will provide enhanced
16 patrol, security, or other law enforcement services using specialized
17 resources, including, but not limited to, the Mounted Enforcement Unit on
18 property owned by the AGENCY and as identified as "Patrolled as
19 Requested" in Attachment A, which is incorporated herein by this reference
20 and which may be amended from time to time. In the event the AGENCY
21 requests an amendment to the list of areas to be "Patrolled as Requested",
22 AGENCY's CHIEF EXECUTIVE OFFICER, hereinafter referred to as
23 "EXECUTIVE OFFICER", or designee, on behalf of AGENCY and
24 SHERIFF, or her designee, on behalf of COUNTY, are authorized to
25 execute amendments to add new locations to Attachment A, as long as said
26 amendments to Attachment A do not materially change any other provision
27 of this Agreement.

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

2 Changes to the "Patrolled as Requested" areas will be considered only if
3 requested by AGENCY's EXECUTIVE OFFICER, or designee, and the
4 requested change will be made only to the extent SHERIFF, or SHERIFF'S
5 designee, determines that sufficient personnel are available to provide said
6 services. AGENCY shall notify COUNTY at least thirty (30) days in advance
7 of the need for these services. These services will be utilized within the
8 COUNTY OF ORANGE.

9 **D. PAYMENT:**

- 10 1. AGENCY agrees to pay to COUNTY the total costs of performing the
11 services mutually agreed upon in this Agreement based on the billing rates
12 set forth in Attachment B and actual hours expended. The cost of services
13 includes: salaries, wages, benefits, mileage, services, supplies, and
14 divisional, departmental and COUNTY General overhead.
- 15 2. The billing rates provided by SHERIFF personnel position title are set forth
16 in Attachment B and incorporated herein by this reference. The project
17 hours in Attachment B are provided for purposes of estimating the total
18 costs and may not be indicative of actual deployment under Section C of
19 this Agreement.
- 20 3. The Maximum Obligation of AGENCY for services described in this
21 Agreement is ~~\$130,000.00~~ \$182,050.00. Unless otherwise terminated as
22 provided in Section B, this Agreement will terminate whenever said
23 Maximum Obligation is expended or on June 30, 2016 7, whichever is
24 earlier.
- 25 4. COUNTY shall invoice AGENCY monthly for the services described in this
26 Agreement.
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1 5. AGENCY shall pay COUNTY in accordance with COUNTY Board of
2 Supervisors' approved County Billing Policy, which is attached hereto as
3 Attachment C, and incorporated herein by this reference.

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

5 6. COUNTY shall charge AGENCY late payment penalties in accordance with
6 County Billing Policy.

7 **E. ALTERATION OF TERMS:**

8 This Agreement fully expresses all understanding of AGENCY and COUNTY
9 with respect to the subject matter of this Agreement, and shall constitute the
10 total Agreement between the parties for these purposes. No addition to, or
11 alteration of, the terms of this Agreement shall be valid unless made in writing,
12 formally approved and executed by duly authorized agents of both parties.

13 **F. CONTRACTUAL RELATIONSHIP:**

14 COUNTY is, and shall at all times be deemed to be, an independent contractor.
15 Nothing herein contained shall be construed as creating the relationship of
16 employer and employee, or principal and agent, between AGENCY and
17 COUNTY or any of COUNTY'S agents or employees, including but not limited
18 to SHERIFF. COUNTY and its SHERIFF shall retain all authority for rendition
19 of 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 AGENCY employees and shall not be considered in any
23 manner to be AGENCY employees.

24 **G. INDEMNIFICATION:**

25 1. COUNTY, its officers, agents and employees shall not be deemed to have
26 assumed any liability for the condition of AGENCY's property or for the
27 negligence or any other act or omission of AGENCY or any of its officers,
28 agents or employees. AGENCY shall indemnify and hold COUNTY, its

1 officers, agents, employees, and independent contractors free and harmless
2 from any claim, demand, cause of action, loss, damage or liability
3 whatsoever related to or alleged to be related to a dangerous or defective

4 **G. INDEMNIFICATION:** (Continued)

5 condition of any property of AGENCY or any act or omission of AGENCY, its
6 officers, agents, employees, subcontractors or independent contractors
7 related to this Agreement, for property damage, bodily injury or death or any
8 other element of damage of any kind or nature, and AGENCY shall defend
9 at its expense, including attorney fees, COUNTY, its officers, agents,
10 employees and independent contractors in any legal action or claim of any
11 kind based upon such condition of AGENCY's property or alleged acts or
12 omissions. Such obligation shall not be construed to require AGENCY to
13 indemnify, defend, or hold harmless COUNTY, its officers, agents,
14 employees, subcontractors, independent contractors, insurers or third party
15 administrators for any claim, administrative proceeding, or legal action that
16 is covered by workers' compensation insurance or workers' compensation
17 law.

- 18 2. COUNTY shall indemnify and hold AGENCY and each of the governmental
19 entities that is now or may in the future become a member of AGENCY and
20 their respective successors and assigns and their respective officers,
21 directors, agents, representatives, employees and independent contractors
22 free and harmless from any claim, demand, cause of action, loss, damage
23 or liability whatsoever, based or asserted upon any act or omission of
24 COUNTY, its officers, agents, employees, subcontractors or independent
25 contractors related to this Agreement, for property damage, bodily injury or
26 death or any other element of damage of any kind or nature, and COUNTY
27 shall defend at its expense, including attorney fees, AGENCY and each of
28 the governmental entities that is now or may in the future become a member

1 of AGENCY and their respective successors and assigns and their
2 respective officers, directors, agents, representatives, employees and
3 independent contractors in any legal action or claim of any kind based upon

4 **G. INDEMNIFICATION:** (Continued)

5 such alleged acts or omissions. In claims by an employee of COUNTY, the
6 indemnification obligation under this paragraph G.2 shall not be limited by a
7 limitation on the amount or type of damages, compensation or benefits
8 payable under workers' compensation, disability benefit or other employee
9 benefit laws.

- 10 3. In the event of negligence or breach of obligations under this Agreement of
11 both parties, the liability claims for injuries or damages to persons and/or
12 property based upon such negligence or breach shall be apportioned under
13 principles of comparative negligence.

14 **H. NOTICES:**

15 All notices, reports and correspondence between the parties hereto
16 respecting this agreement shall be in writing and deposited in the United
17 States Mail, postage prepaid, addressed as follows:

18 **COUNTY:** ORANGE COUNTY SHERIFF-CORONER

19 ATTN: MANAGER, LAW ENFORCEMENT CONTRACTS

20 320 N. FLOWER STREET

21 SANTA ANA, CA 92703

22 **AGENCY:**

23 FOOTHILL/EASTERN TRANSPORTATION

24 CORRIDOR AGENCY

25 ATTN: VALARIE MCFALL

26 DIRECTOR, ENVIRONMENTAL PLANNING

27 125 PACIFICA, SUITE 100

28 IRVINE, CA 92618

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IN WITNESS WHEREOF, the parties have executed the AGREEMENT by the signatories below.

FOOTHILL/EASTERN TRANSPORTATION
CORRIDOR AGENCY

BY: _____ DATED: _____
Chief Executive Officer

APPROVED AS TO FORM:

BY: _____
General Counsel

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
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

DATED: _____