

FIRST AMENDMENT TO AGREEMENT**BETWEEN THE
STATE OF CALIFORNIA
AND THE
COUNTY OF ORANGE**

THIS FIRST AMENDMENT TO AGREEMENT is entered into this ~~Seventh~~~~First~~ day of August 2019~~May 2018~~, 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", to amend effective June 1, 2019, that certain Agreement between the parties commencing July 1, 2018, hereinafter referred to as the "Agreement".

RECITALS:

~~WHEREAS, DISTRICT wishes to contract with COUNTY for supplemental law enforcement services during special events held on DISTRICT property within the COUNTY OF ORANGE, excluding the 2018 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 for one year, commencing July 1, 2018 and~~
3 ~~terminating June 30, 2019, or until COUNTY has provided services to DISTRICT~~
4 ~~hereunder costing the full amount of the Maximum Obligation of DISTRICT, as set~~
5 ~~forth in Subsection F-3, whichever is earlier. This Agreement may be terminated by~~
6 ~~either party in the manner set forth herein.~~

7 **~~B. OPTIONAL TERMINATION:~~**

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

10 **~~C. REGULAR SERVICES BY COUNTY:~~**

11 ~~COUNTY, through its Sheriff-Coroner and deputies, officers and employees,~~
12 ~~hereinafter referred to as "SHERIFF", shall be responsible for and render to~~
13 ~~DISTRICT law enforcement services at all areas of the OC Fair & Event~~
14 ~~Center, excluding the 2018 Orange County Fair, hereinafter referred to as~~
15 ~~"FAIRGROUNDS", as follows:~~

16 ~~1. SHERIFF shall provide all staffing, supervision, services, supplies,~~
17 ~~transportation, training and equipment necessary to deliver services, as~~
18 ~~required by this Agreement.~~

19 ~~2. During scheduled events, if DISTRICT notifies SHERIFF in the manner set~~
20 ~~forth below of a scheduled event, SHERIFF shall enforce State statutes and, in~~
21 ~~SHERIFF's sole discretion, the City of Costa Mesa Municipal Code during said~~
22 ~~event at all areas of the FAIRGROUNDS, including the parking lots, the~~
23 ~~Grandstand Arena, and Pacific Amphitheatre (hereinafter "FAIRGROUNDS~~
24 ~~property"), using the number and type of personnel and equipment that~~
25 ~~SHERIFF deems appropriate. SHERIFF shall have joint authority with~~
26 ~~FAIRGROUNDS management to regulate the number of vehicles entering the~~
27 ~~FAIRGROUNDS parking lots and shall have the same joint authority to forbid~~
28 ~~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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~~D. SPECIAL SERVICES BY COUNTY:~~

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

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

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

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

~~E. MEGAN'S LAW SCREENING OF SHERIFF PERSONNEL:~~

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

~~F. PAYMENT:~~

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

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~~F. PAYMENT: (Continued)~~

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

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

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

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

~~6. 1. Effective June 1, 2019, PAYMENT Subsection F-3 of the Agreement is amended to read as follows:~~

~~3. F-3. The Maximum Obligation of DISTRICT for services described in Section C of this Agreement is \$208,063.89185,000. This Agreement will terminate whenever said Maximum Obligation is expended or on June 30, 2019, whichever is earlier.~~

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

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

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~~G. ALTERATION OF TERMS:~~

~~This Agreement, together with the State of California Standard Agreement No. SA-138-18YR fully expresses all understanding of DISTRICT and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.~~

~~H. STATUS OF COUNTY:~~

~~COUNTY is, and shall at all times be deemed to be, an independent contractor and 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.~~

2 All other provisions of the Agreement, to the extent that they are not in conflict with the FIRST AMENDMENT TO AGREEMENT, remain unchanged.//

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DATED: _____

BY: _____

DATED: _____

DATED: _____

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