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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 2023~~2~~, 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/OC FAIR & EVENT CENTER, hereinafter referred to as "DISTRICT", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**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,

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

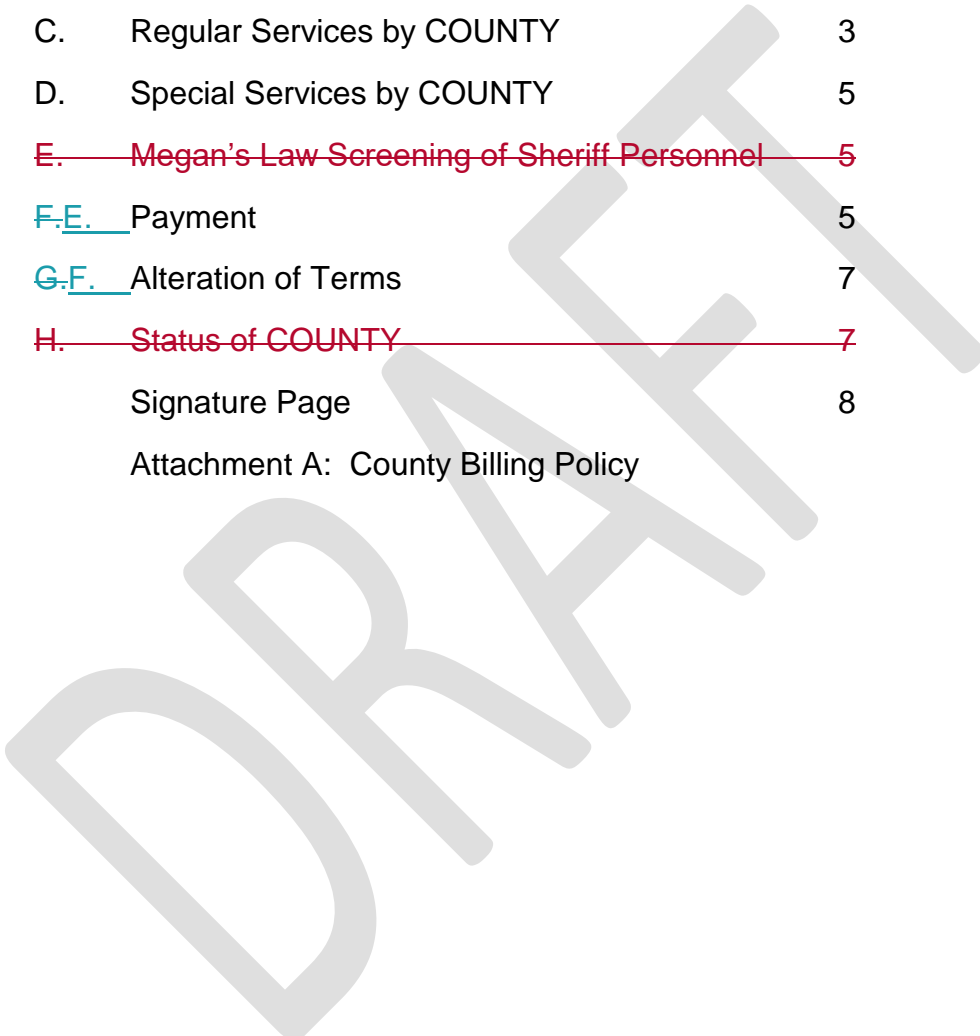
**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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1 **A. TERM:**

2 The term of this Agreement shall be for one year, commencing July 1, 202~~32~~  
3 and terminating June 30, 202~~43~~, or until COUNTY has provided services to  
4 DISTRICT hereunder costing the full amount of the Maximum Obligation of  
5 DISTRICT, as set forth in Subsection F-3, whichever is earlier. This  
6 Agreement may be terminated by 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, hereinafter referred to as "FAIRGROUNDS", as follows:

- 15 1. SHERIFF shall provide all staffing, supervision, services, supplies,  
16 transportation, training and equipment necessary to deliver services, as  
17 required by this Agreement.
- 18 2. During scheduled events, if DISTRICT notifies SHERIFF in the manner set  
19 forth below of a scheduled event, SHERIFF shall enforce State statutes and,  
20 in SHERIFF's sole discretion, the City of Costa Mesa Municipal Code during  
21 said event at all areas of the FAIRGROUNDS, including the parking lots, the  
22 Grandstand Arena, and Pacific Amphitheatre (hereinafter "FAIRGROUNDS  
23 property"), using the number and type of personnel and equipment that  
24 SHERIFF deems appropriate. SHERIFF shall have joint authority with  
25 FAIRGROUNDS management to regulate the number of vehicles entering  
26 the FAIRGROUNDS parking lots and shall have the same joint authority to  
27 forbid vehicles from entering said lots when SHERIFF or FAIRGROUNDS  
28 management determines said lots are full.

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

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

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

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

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

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

1 **D. SPECIAL SERVICES BY COUNTY: (Continued)**

2 needed for such special services.

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

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

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

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

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

19 **F. PAYMENT:**

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

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

26 a. The hourly rate charged to the DISTRICT shall be computed by the  
27 ORANGE COUNTY SHERIFF-CORONER in accordance with  
28 COUNTY's law enforcement cost study in effect at the time the services

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

2 are provided. The hourly rate shall include salaries, wages, benefits,  
3 services, supplies, equipment and divisional, department and County  
4 overhead rates in effect at the time the services are provided.

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

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

11 3. The Maximum Obligation of DISTRICT for services described in Section C  
12 of this Agreement is ~~\$265,000~~325,000. This Agreement will terminate  
13 whenever said Maximum Obligation is expended or on June 30, 20243,  
14 whichever is earlier.

15 4. The cost of potential future salary and benefit increases or decreases are  
16 not included in the rates set forth in Subsection F-2 of this Agreement. If  
17 COUNTY incurs or becomes obligated to pay for any such increases for or  
18 on account of personnel whose costs are included in the calculations of  
19 costs charged to DISTRICT hereunder, DISTRICT shall pay COUNTY, in  
20 addition to the rates set forth in Subsection F-2 of this Agreement, the full  
21 costs of said increases to the extent such increases are attributable to work  
22 performed by such personnel after July 1, 2023, and DISTRICT's cost of  
23 service hereunder shall be deemed to have increased accordingly.  
24 DISTRICT shall pay COUNTY in full for such increases on a pro-rata basis  
25 over the portion of the period after COUNTY notifies DISTRICT that  
26 increases are payable.

27 3.5. In the event that salaries and benefits costs for COUNTY employees  
28 decrease for or on account of personnel whose costs are included in the

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

2 calculations of the rates charged to DISTRICT hereunder, COUNTY shall  
3 notify DISTRICT of decreased cost and bill accordingly.

4 4.6. COUNTY shall monthly render to DISTRICT an invoice for services  
5 reflected in Section C of this Agreement.

6 5.7. DISTRICT shall pay COUNTY in accordance with COUNTY Billing  
7 Policy, adopted by the Board of Supervisors through Minute Order dated  
8 October 27, 1992 (Attachment A).

9 **G. ALTERATION OF TERMS:**

10 This Agreement, together with the State of California Standard Agreement No.  
11 SA-~~12095-232~~YR fully expresses all understanding of DISTRICT and COUNTY  
12 with respect to the subject matter of this Agreement and shall constitute the  
13 total Agreement between the parties for these purposes. No addition to, or  
14 alteration of, the terms of this Agreement shall be valid unless made in writing,  
15 formally approved and executed by duly authorized agents of both parties.

16 ~~**H. STATUS OF COUNTY:**~~

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

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