

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

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THIS AGREEMENT is entered into this First day of May 2022~~21~~²⁴, 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".

WITNESSETH:

WHEREAS, DISTRICT wishes to contract with COUNTY for law enforcement services during the ~~2021-2022~~ Orange County Fair, and

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

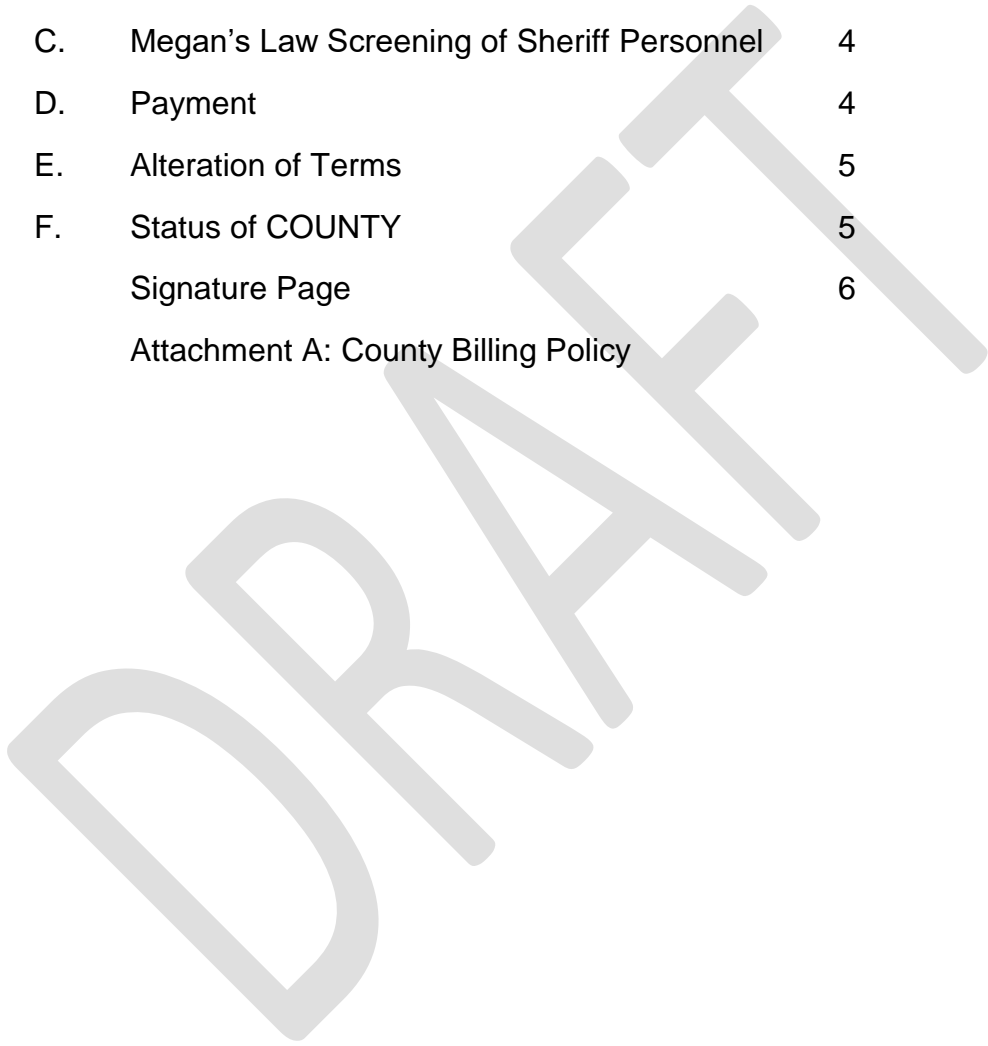
NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 **A. TERM:**

2 The term of this Agreement shall be July 12, 202~~2~~4 through August 1~~7~~6,
3 202~~2~~4.

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 DISTRICT the following services at the 202~~2~~4 Orange County Fair:

- 8 1. SHERIFF shall render law enforcement services during the 202~~2~~4 Orange
9 County Fair, beginning at 0800 hours on July 12, 202~~2~~4, and terminating at
10 1600 hours on August 1~~7~~6, 202~~2~~4. 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 DISTRICT 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 this agreement.
18 If unforeseen events occur requiring more or different personnel or
19 equipment to enforce State statutes and the City of Costa Mesa Municipal
20 Code at the event, SHERIFF, in SHERIFF's sole discretion, may increase or
21 decrease the number and type of personnel and equipment utilized at said
22 event.
- 23 a. "Unforeseen events" will be defined as the following: Emergency
24 incidents requiring a response by law enforcement personnel to mitigate
25 the incident at any area of the FAIRGROUNDS, including parking lots,
26 the Grandstand Arena and the Pacific Amphitheater (hereinafter
27 "FAIRGROUNDS property"). DISTRICT will be responsible for the cost
28

1 of said personnel from the SHERIFF only. Any other agency's personnel
2 will be considered mutual aid. If the incident does not start on

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

4 FAIRGROUNDS property, but transitions to FAIRGROUNDS property,
5 DISTRICT will not be responsible for the cost.

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

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

10 **D. PAYMENT:**

- 11 1. DISTRICT agrees to pay COUNTY the total cost of the services described in
12 Section B of this Agreement. COUNTY's costs include salaries, wages,
13 benefits, services, supplies, equipment, transportation, and divisional,
14 departmental and COUNTY overhead.
- 15 2. Rates provided by position title to DISTRICT for use in the DISTRICT
16 Standard Agreement as referenced herein may not be indicative of actual
17 deployment under Section B of this Agreement.
- 18 3. The Maximum Obligation of DISTRICT for services rendered under Section
19 B of this Agreement is not to exceed the amount of \$~~715690~~,000.
- 20 4. COUNTY shall invoice DISTRICT within thirty (30) days of the termination of
21 this Agreement for the cost of services rendered under Section B of this
22 Agreement.
- 23 5. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy,
24 adopted by the Board of Supervisors through Minute Order dated October
25 27, 1992 (Attachment A)
- 26 6. DISTRICT shall provide each Reserve Deputy two (2) OC Fair admission
27 tickets for each shift worked at the OC Fair.

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1 **E. ALTERATION OF TERMS:**

2 This Agreement, together with Standard Agreement No. SA-09428-224FT, fully
3 expresses all understanding of DISTRICT and COUNTY with respect to the
4 subject matter of this Agreement and shall constitute the total Agreement
5 between the parties for these purposes. No addition to, or alteration of, the
6 terms of this Agreement shall be valid unless made in writing, formally
7 approved and executed by duly authorized agents of both parties.

8 **F. STATUS OF COUNTY:**

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

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

3 DATED: _____
4

5 STATE OF CALIFORNIA

6 BY: _____

7 Michele Richards, Chief Executive Officer
8 32nd District
9 Agricultural Association

10 -----
11 DATED: _____

12 COUNTY OF ORANGE

13 BY: _____

14 Chairman 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 County of Orange, California

27 DATE: _____

28 BY: _____

Deputy