

**POLICE SERVICES AGREEMENT**

This Agreement (“Agreement”) is made and entered into this 17<sup>th</sup> day of March, 2025, by and between the CITY OF POMONA, a Charter City (hereinafter referred to as the “CITY”) and the LOS ANGELES COUNTY FAIR ASSOCIATION (hereinafter referred to as “FAIR”). CITY and FAIR are herein referred to together as the “Parties” and singularly as a “Party.”

**RECITALS**

**A.** Pursuant to FAIR’s ground lease and operating agreement, as executed pursuant to California Government Code 25906, by and between FAIR and the COUNTY OF LOS ANGELES, FAIR is obligated to conduct the annual Los Angeles County Fair. The 2025 Los Angeles County Fair is scheduled to commence on May 2, 2025 and conclude on May 26, 2025;

**B.** FAIR has elected to arrange, by contract with the City of Pomona, to provide Police security for the duration of the 2025 Los Angeles County Fair;

**C.** In consideration of the public’s health, safety and welfare, the Chief of Police has the authority to determine the adequate level of Police services to be provided by Pomona Police Officers during the 2025 Los Angeles County Fair; and,

**D.** FAIR and the CITY have agreed to the rate of compensation, which has been previously approved by City Council resolution, which the Parties believe is a fair rate for such police services, and is set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals and of the covenants and agreements contained herein, it is agreed by and between the CITY and FAIR as follows:

**TERMS OF AGREEMENT**

**1. Duration of Agreement.** The duration of this Agreement shall begin on May 2, 2025, and remain in full force and effective through and including May 26, 2025.

**2. Services.** Subject to the terms and conditions of this Agreement, CITY shall provide Basic Police Services, as mutually agreed to by the Parties, within the fairgrounds for the sixteen days of Fair Event operation. The services performed by CITY pursuant to this Agreement are not intended to and shall not supplant those provided by FAIR Security, FAIR Parking Staff, and Carnival Staff. CITY shall not be liable for actions or inactions of FAIR Security, FAIR Parking Staff or Carnival Staff.

**3. Consideration.**

**a.** Police services provided by on-duty Pomona Police personnel shall be charged to FAIR at one and one-half times each officer’s current hourly wage, plus Worker’s Compensation and Federal Medicare Tax, when applicable, for each employee.

An administrative fee of ten percent (10%) of shall be applied to the total cost for the actual services provided, estimated total of seventy two thousand four hundred and twenty-eight dollars (\$72,428)

**b.** The CITY and FAIR will mutually agree to the actual level of “Basic Police Services” to be provided by the CITY. The City’s Chief of Police shall have final decision of appropriate levels to insure safety of Pomona Police Officers and the Public at any given time. “Basic Police Services” shall be those services necessary to supply police patrol services within the fairgrounds, as defined by the agreed levels and areas of coverage. Based on the information known at this time, it is estimated that for the sixteen days of Fair operation, the cost estimate for “Basic Police Services” shall be seven hundred twenty-four thousand and two hundred and eighty-nine dollars (\$724,289), which shall be due and payable to the CITY by FAIR on or before the Fair’s conclusion on May 26, 2025. Such estimated amount assumes 5,686 hours for sworn personnel and non-sworn personnel deployed in the typical Deployment Schedule in subsection Exhibit A, officer availability, and decision of appropriate levels by the Chief of Police. If said sum is not paid on or before May 26, 2025, then interest of 10% shall be charged on the estimated amount owed. Additionally, A 10% administration fee in the amount of seventy-two thousand four hundred and twenty-eight dollars (\$72,428) and contingency overage of (\$40,000) is being included. Overage calculation are based on the past (3) year average of billed overages not included in the “Basic Police Services” amount. The total contracted amount is eight hundred thirty six thousand seven hundred and seventeen dollars (\$836,717).

**c.** As further described in paragraph four (4) below, on or before the thirty first (31st) day following the Fair’s conclusion, the CITY will provide to FAIR an accounting of the costs for police equipment and services actually rendered. On or before the thirty first (31st) day following receipt of the CITY’S accounting of such costs, FAIR shall pay to the CITY any and all amounts due for all services rendered, including those exceeding those delineated above as Basic Police Services and any additional services requested.

**d.** If the cost of police services provided, including the Administrative Fee, are less than the estimated cost for Basic Police Services stated above, then on or before the thirty first (31st) day following the presentation of the CITY’S accounting of costs to FAIR, the CITY will refund the difference to the FAIR.

**4. Los Angeles County Fair Operation Restrictions.** Subparagraphs a. through g. below establish specific duties, responsibilities and obligations which are expected of FAIR during the term of the 2025 Los Angeles County Fair, and upon which have formed the basis for cost and service levels described herein:

**a.** The portion of the Los Angeles County Fairgrounds commonly referenced, as the “Park” shall open to the public at 11:00 a.m. daily, Thursday through Friday and 11:00 a.m. Saturday, Sunday and the Monday of Memorial Day. The Park shall close to the public at 11:00 p.m. Sundays, Thursdays, Fridays, and Saturdays. Opening Day (Friday, May 2, 2025) the Park shall be open from 5:00 p.m. to 11:00 p.m.

**b.** All buildings and exhibits shall close to the public at 11:00 p.m. daily Sundays, Thursdays, Friday and Saturday.

**c.** The area of the Los Angeles Fairgrounds commonly identified as the “Carnival” (also known as the Fun Zone) shall open at the same time as the Park for each given day, and shall close to the public daily no later than 2 hours after closing.

**d.** FAIR Security and Carnival Staff shall be responsible for and shall ensure that all members of the public have left all areas of the Los Angeles County Fairgrounds in conformance with and before the closing times established by this Agreement.

**e.** FAIR Security or FAIR Parking Staff shall provide for the orderly and efficient control of vehicles and/or pedestrians exiting the Los Angeles County Fairgrounds property.

**f.** FAIR Security shall ensure that all FAIR exhibitors and concessionaires and their personnel are limited to their specifically assigned areas upon nightly closure of the Fairgrounds. FAIR shall provide all authorized personnel with personnel rules and regulations, designations of authorized locations and identification badges. The CITY Police or FAIR Security may confiscate the identification badge of any Fair personnel determined to be in violation of established restrictions, including those stated just above. Such confiscated Identification badges shall be delivered to the FAIR Security Office.

The CITY Police shall be scheduled in conformance with the hours set forth in subsections a, b and c above. Any non-scheduled or additional police services necessary to handle incidents or remove those FAIR attendees, remaining after the above stated closing times, shall result in extra charges to FAIR, above and beyond the cost estimate for Basic Police Services in accordance with the Deployment Schedule.

**5. Accounting of the Police Service.** At the conclusion of the 2025 Los Angeles County Fair, the Police Chief, or designee, shall provide to the FAIR a written accounting including daily staffing reports. Further, the CITY shall provide the FAIR a summary report stating the type and number of incidents requiring police response during the 2025 Los Angeles County Fair.

**6. Assignment.** No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by the FAIR without the prior written consent of the CITY.

**7. Independent Contractor.** The Parties hereto agree that each party is an independent contractor under this Agreement, and shall not be construed for any purpose to be employees of such other party hereto.

**8. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any lawsuit or claim arising out of or related to this Agreement shall be the County of Los Angeles.

**9. Attorneys' Fees.** In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

**10. Indemnity and Hold Harmless.** FAIR and all of their agents and employees, jointly and severally expressly agree to indemnify, protect, defend and hold harmless the CITY and its officers, agencies and employees from and against any and all rights, claims, debts, charges, demands, acts, agreements, liabilities, obligations, damages, costs, fees, expenses, judgments, actions or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the CITY and its officers, agencies and employees arising out of or related in any way whatsoever to the services rendered in this Agreement that is caused by any act, omission or negligence of the FAIR, its officers, agents or employees.

The CITY and all of their agents and employees, jointly and severally expressly agree to indemnify, protect, defend and hold harmless FAIR and its officers, agencies and employees from and against any and all rights, claims, debts, charges, demands, acts agreements, liabilities, obligations, damages, costs, fees, expenses, judgments, actions or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against FAIR and its officers, agencies and employees arising out of or related in any way whatsoever to the services rendered in this Agreement that is caused by the recklessness, or intentional misconduct of the CITY, its officers, agents or employees.

The CITY and FAIR will each provide the certificate(s) of insurance applicable to this Agreement.

**11. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

**12. Severability.** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the Parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

**13. Modification.** Any modification of this Agreement shall be effective only if it is in writing and signed by all parties.

**14. Entire Agreement.** This Agreement supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter herein. Each party of this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

**15. Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the Parties hereto.

**16. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**17. Force Majeure.** The respective duties and obligations of the parties hereunder shall be suspended in whole or in part while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due. A Party to this Agreement wishing to invoke this Section shall notify in writing the other Party to this Agreement of that intention as soon as practical under the circumstances from the time which it knew or should have known of the commencement of any such cause for delay and shall, at that time, specify the reason therefore. The failure to so notify the other Party within the period described herein as to the cause for delay shall constitute a waiver of any right to later rely upon this Section with respect to this clause.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first stated herein.

**[END OF AGREEMENT. SIGNATURES TO FOLLOW.]**

**CITY OF POMONA**

**LOS ANGELES COUNTY  
FAIR ASSOCIATION**

\_\_\_\_\_  
**Anita D. Scott, City Manager**

\_\_\_\_\_  
**Walter Marquez, C.E.O.**

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
**Sonia Carvalho, City Attorney**

\_\_\_\_\_  
**Rosalia Butler, MMC  
City Clerk**

## Exhibit A

**Initial Deployment Plan**

With the basic staffing in place, we will provide police services on the inside of the Fairplex grounds only. Station 5 will be closed to the public (even when police services are present). Citizens will be directed by Security to meet officers at the security office. Lost property will be directed to the window sign outside Station 5. Lost property will operate each day even when no officers are present during weekdays.

- Friday (Opening day) Gates open 1700      Police services 1500 - 2300
  - Thursday                      Gates open 1100      Police services **1100 - 2300**
  - Friday                              Gates open 1100      Police services **1100 – 2300**
  - Saturday                        Gates open 1100      Police services **1100 - 2300**
  - Sunday                            Gates open 1100      Police services **1100 - 2300**
  - Monday (Memorial) Gates open 1100      Police services **1100 - 2300**
- There are parking lot cars every day the fair is open, (5) one officer units will be deployed in the parking lots on Thursdays through Sunday from 1800-2300 hours and for Monday, Memorial Day. All inquiries will be handled by Security (except in progress calls). Security will handle and bring the victim to the front of Station 5 to meet the assigned officer, unless circumstances dictate otherwise, as directed by the on-duty supervisor.
  - Zebra Teams (4 Concerts) are included in this estimate.

When there are no police services assigned in the Grandstands, All events and concerts will be handled by Security. Any arrests will be brought to the front of Station 5 in handcuffs along with the appropriate private citizens arrest form.

- The end-of-night sweep by the carnival units will not be included. This can be handled by Security at the Fair's discretion.

**Add On Costs**

These are an estimate of additional costs for added police service;

- Officers present during the daytime hours is approximately \$8,000 per day.
- Opening Station 5 during daytime hours is approximately \$2,000 per day.

- Opening Station 5 during nighttime hours is approximately \$5,000 per night.
- Opening Station 5 from the opening of the gates is approximately \$2,000 per day.
- Adding a Dispatcher during the day is approximately \$560.00 per day.
- 1 Zebra Team (4 officers and a supervisor) is approximately \$3,500 per night.
- 2 (1-man) Parking Lot cars is approximately \$1,500.00 per night.
- Going over the scheduled closing times will cost additional monies.
  - Fri, Sat, Sun, Mon – going over will cost approximately \$4,000 each hour.
  - Thu – going over will cost \$3,500 each hour.

**General Deployment (Days)** – this is the general basic deployment plan for daytime.

Tuesday	Closed
Wednesday	Closed
Thursday	1 Supervisor, 2 George Unit stationary teams (yellow and blue gates), 2 FG cars
Friday	1 WC, 1 UCP, 1 Supervisor, 2 George Unit stationary teams (yellow and blue gates), 2 FG cars
Saturday	1 WC, 1 UCP, 1 Supervisor, 2 George Unit stationary teams (yellow and blue gates), 2 FG cars
Sunday	1 WC, 1 UCP, 1 Supervisor, 2 George Unit stationary teams (yellow and blue gates), 2 FG cars
Monday	1 WC, 1 UCP, 1 Supervisor, 2 George Unit stationary teams (yellow and blue gates), 2 FG cars ( <b>Memorial Day</b> )

**General Deployment (Nights)** – this is the general basic deployment plan for nighttime.

Tuesday	Closed
Wednesday	Closed

Thursday	1 WC, 1 UCP, 3 Supervisors, 2 George Unit stationary teams (yellow and blue gates), 3 George Units (parking lot detail with the exception of opening day with 5 George Units), 3 V-teams, 2 FG cars
Friday	1 WC, 1 UCP, 4 Supervisors, 2 George Unit stationary teams (yellow and blue gates), 5 George Units (parking lot detail), 8 V-teams, 2 FG cars
Saturday	1 WC, 1 UCP, 4 Supervisors, 2 George Unit stationary teams (yellow and blue gates), 5 George Units (parking lot detail), 8 V-teams, 2 FG cars
Sunday	1 WC, 1 UCP, 4 Supervisors, 2 George Unit stationary teams (yellow and blue gates), 5 George Units (parking lot detail), 8 V-teams, 2 FG cars
Monday	1 WC, 1 UCP, 4 Supervisors, 2 George Unit stationary teams (yellow and blue gates), 8 V-teams, 5 George Units (parking lot detail), 2 FG cars (Memorial Day)

Note: 4 Charlie Units (1 Sergeant and 3 Officers) from 1100-2300 every day the Fair is opened.