

INTERIM USE AGREEMENT BETWEEN THE CITY OF POMONA AND THE LOS ANGELES COUNTY FAIR ASSOCIATION

This Fourth Amendment to the Agreement Regarding Interim Use of Fairplex (“**Fourth Amendment**”) is entered into by and between the City of Pomona (the “CITY”) and Los Angeles County Fair Association (“FAIRPLEX”) and is dated for reference purposes only as of [DATE].

RECITAL

A. The CITY and FAIRPLEX entered into that certain Agreement Regarding Interim Use of Fairplex with an effective date of August 20, 2019 (“**Original Agreement**”), pursuant to which FAIRPLEX agreed to prepare a Specific Plan that would replace the F-Zone and regulate land uses at the Los Angeles Fairgrounds (the “Property”). On March 9, 2021, the CITY and FAIRPLEX executed that certain First Amendment Agreement Regarding Interim Use of Fairplex (the “**First Amendment**”) pursuant to which, the parties, among other things, extended the term of the Agreement to August 20, 2023. On November 21, 2022, the CITY and FAIRPLEX executed that certain Second Amendment Agreement Regarding Interim Use of Fairplex (the “**Second Amendment**”), pursuant to which, the parties, among other things, extended the term of the Agreement to August 20, 2025. On August 4, 2025, the CITY and FAIRPLEX executed that certain Third Amendment Agreement Regarding Interim Use of the Fairplex (“**the Third Amendment**”), pursuant to which, the parties, among other things, extended the term of the agreement to December 31, 2025 (the First Amendment, Second Amendment, and the Original Agreement, collectively, “**the Agreement**”).

B. FAIRPLEX has since engaged in discussions with certain third parties to host By-Right and Large Events, as defined herein, at and around the Fairplex horse racing venue and support facilities.

C. The CITY and FAIRPLEX now desire to extend the term of the Agreement and clarify the limitations for By-Right and Large Events, Defined Terms, Specific Plan requirements, and Mitigation Fund requirements, as provided in this Fourth Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and FAIRPLEX do hereby agree as follows:

1. **Defined Terms**. Unless otherwise defined in this Agreement, each term used in this Agreement with initial capitalized letters will have the same meaning given to such term in the Agreement. References to the Agreement shall refer to the Agreement, as amended hereby.

“**Fair**” means the annual Los Angeles County Fair, typically held once a year in May at the Fairplex.

“**Fairplex Events Review Team**” means a City team consisting of the City Manager, Deputy Director of the Office of Economic and Business Affairs, Development Services Director, Public Works Director, and Police Chief or

designee, for the purpose of approving Traffic Control Plans, Safety Control Plans, and requests as outlined in Section 4f.

“By-Right Events” means events held at the Fairplex that attract up to 40,000 attendees daily, which includes, but is not limited to the Fair, NHRA Events, and Sporting Events.

“NHRA Events” means events held at the Fairplex sanctioned by or affiliated with the National Hot Rod Association (“**NHRA**”) including, but not limited to the Lucas Oil Winternationals, typically held in March, and the In-N-Out Burger NHRA Finals, typically held in November.

“Large Events” means events held at the Fairplex that attract between 40,000 and 150,000 attendees daily. It excludes Sporting Events.

“Sporting Events” means events explicitly for conducting an individual sporting event. The sporting event may include secondary and accessory event-related activity, such as merchandising, concessions, live music, and other activities typically associated with sporting events. This definition is consistent with Outdoor Recreation and not a Sporting Arena as defined in Section 820.B.2. the Pomona Zoning and Development Code.

“Traffic Control Plan” means a document prepared by a Registered Traffic Engineer that identifies safety and traffic control strategies, which, as determined by the Parties, shall be included in the Joint Operations Plan described in Section 6.

“Public Safety Plan” means a comprehensive document, developed and maintained by or on behalf of Fairplex in collaboration with the City of Pomona, outlining the measures and protocols necessary to minimize risks, ensure the well-being and security of all individuals involved in Fairplex activities, and provide for a coordinated and effective response to any incidents or emergencies. A Public Safety Plan shall be included as determined by the Parties in the Joint Operations Plan in Section 6.

2. **Effective Date; Term.** “The “Effective Date” of this Agreement shall be the latest date written on the signature page of this original Agreement (DATE) after it has been approved by the City Council and the Board of Directors, respectively, and executed by the Parties. The “Term” of this Agreement shall commence on the Effective Date and shall continue in full force and effect (unless earlier terminated pursuant to the terms hereof) until December 31, 2029.

3. **Fairplex Specific Plan.** Sections 2 and 3 of the Original Agreement are hereby amended to read as follows:

Fairplex, at its sole cost and expense, shall continue pursuing its submitted application (“Application”) for the establishment of a “Specific Plan” or similar implementation document(s). It shall capture new scope elements not contemplated in the Original

Agreement, such as, but not limited to, Sporting Events, and a General Plan Amendment to establish policy and consistency with the 2014 Pomona General Plan, as may be necessary. The Application shall be prepared in accordance with all applicable City requirements and shall include all of the materials reasonably required for the City to continue reviewing and processing the Application. Notwithstanding the foregoing, the Parties acknowledge and agree that the City may request additional or supplemental materials and Fairplex agrees to timely respond to such requests. Moreover, the City shall continue retaining an environmental consultant to prepare an "Initial Study" and draft environmental impact report ("Draft EIR") pursuant to the California Environmental Quality Act ("CEQA") to evaluate the potential environmental impacts of the City's adoption of the proposed Specific Plan. The Draft EIR, shall include, at minimum, an analysis of traffic and noise impacts as well as the evaluation of the relocation of Fairplex's Facilities Yard to the campus west of White Avenue. The Draft EIR shall be prepared in accordance with CEQA and the City's rules and procedures for complying with CEQA.

4. Section 6 of the Original Agreement is hereby amended and replaced in its entirety as follows:

a. **By-Right Events**. The Fairplex may conduct By-Right events as defined herein as-of-right, year round, without limitation on the maximum number of calendar days.

b. **Large Events**. The Fairplex may conduct up to eight (8) Large Events per year under the following conditions.

i. When event exceeds 40,000 Attendees per day, no other Large Events may be held at Fairplex at the same time.

ii. No Large Event in excess of three consecutive days.

iii. Large events on Mondays, Tuesdays, Wednesdays, or Thursdays may not be conducted after 10:00 PM.

iv. No Large Event may be conducted after 11:00 PM.

v. Cannabis-related events are expressly prohibited.

vi. 30-day written notice posted for any permitted Large Event, to be posted on the Fairplex website, by the City on its website, and submitted in writing to the City and mailed to neighboring properties.

vii. Large Events shall not generate noise levels exceeding 75 dBA over a 15-minute period, as measured from the property line of a residential property beyond the Property boundaries

viii. A Traffic Control Plan specific to the size of the Large Event, and consistent with the Joint Operations Plan (as specified in Section 6 herein), shall be

submitted to the City of Pomona Office of Economic and Business Affairs for review by the City's Fairplex Events Review Team at least 30 days prior to the event.

ix. A Public Safety Plan specific to the proposed Large Event, and consistent with the Joint Operations Plan (as specified in Section 6 herein), shall be submitted to the City of Pomona Office of Economic and Business Affairs for review by the City's Fairplex Events Review Team at least 30 days prior to the event.

c. Permit Requirement. Fairplex shall obtain all building, electric, plumbing, fire, encroachment, or other permits required by applicable City ordinances for all events regulated by this agreement.

d. Business License Requirement. All concessionaires conducting business in the City of Pomona as part of all events shall obtain a business license and display it as required by the Pomona City Code prior to conducting business as part of any event.

e. Additional Authority of City Manager. In the interest of economic, community, and/or environmental benefit, the City Manager is authorized to permit the following additional actions administratively without additional City Council action:

- i. Reduce submittal and/or noticing requirements.
- ii. Permit three (3) additional Large Events

City Manager will consider such requests in consultation with the City's Fairplex Events Review Team.

f. In accordance with Section 18-305(1) of the Pomona City Code, By-Right, Large, and Sporting Events are exempt from Chapter 18, Article VII of the City Code.

5. Section 7e of the Original Agreement is hereby amended as follows:

Contributions of Funds to the Mitigation Fund. Subject to applicable laws, Fairplex shall fund the Mitigation Fund through the end of the Term by implementing the revenue generating measures set forth herein. Fairplex represents that such revenue generation measures set forth in herein do not violate any existing requirements or obligations of Fairplex.

i. Commencing on the Effective Date, Fairplex shall pay five percent (5%) of parking revenues, inclusive of online and third-party sales, individual or annual passes, for all Large Events conducted year-round to the City until the end of term. Moreover, as a community benefit, Fairplex shall grant the City use of the Sheraton parking lot without fee for a maximum of 50 spaces for overflow related to Pomona Concert Band events held at the G. Stanton Selby Bandshell at Ganessa Park on Thursday evenings in July and August of every year. The base two percent (2%) will

continue to be paid into the City's General Fund, and the remainder three percent (3%) will continue to be deposited into the Mitigation Fund.

ii. Large Events. For Large Events as defined herein, Fairplex shall add a three-dollar and seventy five cent (\$3.75) fee to the ticket price for all tickets priced under \$95.00 and a six-dollar and twenty-five cent (\$6.25) fee to the ticket for all tickets above \$95.00. The additional fee shall be paid to the City and deposited into the Mitigation Fund.

iii. Fairplex shall assess a \$1.50 City fee for every full price adult fair ticket priced over \$15.00 sold, inclusive of online and at-gate sales, which fee shall be paid to the City and deposited into the Mitigation Fund.

6. **Requirement for Joint Operations Plan.** The Fairplex and City agree in good faith to negotiate a Joint Operations Plan prior to the start of the 2026 Fair. The Joint Operations Plan shall include a Traffic Control Plan and Public Safety Plan as defined herein.

7. **Collaborative Data Sharing.** The Fairplex and City agree to collaboratively share data for Large Events in good faith when it is in the public benefit to understand the correlation between event impacts and the mitigation fund. To that end, once annually, in addition to the typical Revenue Department interaction between the Fairplex and City in processing deposits into the Mitigation Fund, when the following data is available, the Fairplex and City shall meet and share data for Large Events on:

- a. Frequency Counts of Large Events.
- b. Attendance counts for Large Events.
- c. Parking counts for Large Events.
- d. Number of Vendors, and General Trends in Types
- e. City's use of Mitigation Fund to Date.

8. **Notice Information.**

FAIRPLEX

Los Angeles County Fair Association
1101 W. McKinley Avenue
Pomona, California 91768
Attn: Walter Marquez, President & CEO
Email: wmarquez@fairplex.com

with a copy of all notices to:

Somos Law Group LLP

304 South Broadway Suite 350
Los Angeles, California 90013
Attn: Derek Galey, Esq.
Email: derek@somosgroup.org

9. Miscellaneous. This Fourth Amendment may be executed in two or more counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. Except as amended hereby, all provisions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict, the express provisions of this Fourth Amendment shall control and govern as to any inconsistency or contradiction between the provisions of this Fourth Amendment and the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the date last written below.

[SIGNATURE PAGE TO FOLLOW]

CITY OF POMONA

**LOS ANGELES COUNTY FAIR
ASSOCIATION**

By: _____
Tim Sandoval, Mayor

By: _____

Name: _____

Date: _____, 2025

Its: _____

ATTEST:

Date: _____, 2025

Rosalia Butler
City Clerk (SEAL)

APPROVED AS TO FORM:

By: _____
City Attorney

DRAFT