

FIRST AMENDMENT AGREEMENT REGARDING INTERIM USE OF FAIRPLEX

This First Amendment to the Agreement Regarding Interim Use of Fairplex ("**First 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 December 21, 2020.

RECITALS

A. CITY and FAIRPLEX entered into the Agreement Regarding Interim use of Fairplex with an Effective Date of August 20, 2019 ("**Agreement**"), pursuant to which FAIRPLEX agreed to prepare a Specific Plan that would replace the F-Zone and regulate land uses on the Property.

B. CITY and FAIRPLEX desire to amend the Agreement as provided in this First 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 First Amendment, each term used in this First Amendment with initial capitalized letters will have the same meaning given to such term in the Agreement.

2. Effective Date. The Effective Date of this First Amendment shall be the date the after the City Council approves this First Amendment and the last Party hereto executes this First Amendment.

3. Amendments. Sections 1 and 7e (Subsections i, ii and ii of Section 7e remain) of the Agreement are hereby deleted in their entirety and replaced with the following:

a. 1. Effective Date; Term. The "Effective Date" of this Agreement shall be the latest date written on the signature page of this original Agreement (August 20, 2019) after it has been approved by the City Council and the Board of Directors, respectively, and executed by the Parties. Except for those provisions that expressly survive the expiration or earlier termination of this Agreement, 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 August of 2023.

b. Section 7e. Contribution of Funds to the Mitigation Fund. Subject to applicable laws, Fairplex shall fund the Mitigation Fund for a period of four (4) years following the Effective Date by implementing the revenue generating measures set forth in this Section 7(e). Fairplex represents that such revenue generation measures set forth in this Section 7(e) do not violate any existing requirements or obligations of Fairplex.

4. Miscellaneous. This First 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 First Amendment shall control and govern as to any inconsistency or contradiction between the provisions of this First Amendment and the provisions of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF POMONA

**LOS ANGELES COUNTY FAIR
ASSOCIATION**

By: 
Tim Sandoval, Mayor

Date: February 18, 2021
~~2020~~

ATTEST:


Rosalia Butler
City Clerk (SEAL)

By: 

Name: Walter Mayer

Its: Interim CEO

Date: March 9, 2020

APPROVED AS TO FORM:



By: _____
City Attorney