Chief Executive Office.

COUNTY OF LOS ANGELES
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER
Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

August 11, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES COUNTY FAIR ASSOCIATION TO COLLABORATE ON THE FAIRPLEX SPECIFIC PLAN AND POTENTIAL REDEVELOPMENT OF THE FAIRPLEX PROPERTY (FIRST DISTRICT) (3-VOTES)

SUBJECT

Approval of the proposed Memorandum of Understanding (MOU) with the Los Angeles County Fair Association (Fair Association) to collaborate on the revisioning and potential redevelopment of the Fairplex located at 1101 West McKinley Avenue, Pomona (Fairplex property).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the proposed MOU (Enclosure) does not constitute a project under the California Environmental Quality Act (CEQA) for the reasons stated below.

2. Approve and direct the Chief Executive Officer, or his designee, to execute the proposed MOU, approved as to form by County Counsel, and authorize the Chief Executive Officer, or his designee, to take all further actions necessary and appropriate to implement the terms and conditions of the proposed MOU, including executing amendments to the proposed MOU that are approved as to form by County Counsel.

3. Authorize and direct the Chief Executive Officer, or his designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed MOU, approved as to form by County Counsel, and to take actions necessary and appropriate to implement the proposed MOU.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Fairplex property is a 487-acre County of Los Angeles (County)-owned property located in the City of Pomona, that is ground leased to the Fair Association, a California non-profit mutual benefit corporation. The Fair Association conducts an annual County fair at the Fairplex property and operates a hotel, conducts interim events, and subleases convention space. The Fair Association is seeking to develop a plan to re-envision and re-develop the Fairplex property, which will guide every aspect of development and design, provide for environmental review, and integrate the County fair (Specific Plan). Because the Fairplex property is such an important entertainment, agricultural, educational, and commercial asset and has the potential of becoming an even greater public asset, the County should collaborate and work with the Fair Association on developing the Specific Plan.

Your Board of Supervisors (Board) approved a previous MOU with the Fair Association on February 6, 2024. The MOU expired on February 21, 2026, and both the County and the Fair Association wish to renew the MOU for a longer term. This proposed new MOU includes the following terms:

- The term of the proposed MOU will be coterminous with the Fair Association ground lease, unless terminated by either party with 30 days prior written notice.

- The Fair Association shall, at its own cost and expense, prepare all Specific Plan and entitlement applications and submittals, CEQA related documents, plans, maps, renderings, reports, and other documents (Development Documents) related to the Specific Plan.

- The Fair Association will provide the County with copies of the Development Documents and will provide monthly status updates, respond to County information requests, provide the County with the opportunity to provide input and comment on draft documents, and notify the County of outreach and stakeholder meetings.

- The County shall have no obligation to fund, subsidize, or otherwise financially contribute in any manner toward the development or implementation of the Specific Plan.

- The County will review and provide comments to the Fair Association on Development Documents to be submitted to governmental agencies and for funding and grant applications. The County is to provide written approval of Development Documents, funding applications, and grant applications prior to submittal.

Implementation of Strategic Plan Goals

The proposed MOU with the Fair Association supports the Countywide Strategic Plan North Star 3 – "Realize Tomorrow's Government Today, Focus Area Goal F-Flexible and Efficient Infrastructure, Strategy ii-Manage and Maximize County Assets" by providing the County the opportunity to work and collaborate with the Fair Association on developing and carrying out the Specific Plan for a very important County asset.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County on the proposed MOU.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the proposed MOU and has approved it as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed MOU does not constitute a project under CEQA, pursuant to Public Resources Code Section 21065 and State CEQA Guidelines Sections 15060(c)(3) and 15378(b)(4) and (5) because the proposed action is excluded from the definition of a project as it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment and involves government fiscal activities that do not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment; future approval of the Specific Plan and any proposed development of the Fairplex property will require prior Board approval and appropriate findings under CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will provide the opportunity for the County to collaborate and work with the Fair Association to develop and carry out the Specific Plan.

Respectfully submitted,

Joseph M. Nicchitta
Chief Executive Officer

JMN:JG:JTC
JLC:MGR:NH:DC:ja

Enclosures

c: Executive Office, Board of Supervisors
County Counsel

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

THE LOS ANGELES FAIR ASSOCIATION

FOR THE SPECIFIC PLAN AND POTENTIAL RE-DEVELOPMENT OF THE FAIRPLEX POMONA

This Memorandum of Understanding (MOU) is entered into this _____ day of_____________, 2026 (Effective Date), by and between the County of Los Angeles (County), and the Los Angeles County Fair Association (Fair Association). The County and Fair Association are collectively referred to herein as Parties and individually as a Party, and subject to the following understandings between the Parties.

RECITALS

WHEREAS, the County, as fee owner and landlord, and the Fair Association, as tenant, are parties to that certain Ground Lease and Operating Agreement dated January 20, 1988 (Lease), as amended by that certain First Amendment to Ground Lease and Operating Agreement dated January 28, 2000 (First Amendment), that certain Second Amendment to Ground Lease and Operating Agreement dated September 30, 2003 (Second Amendment), that certain Third Amendment to Ground Lease and Operating Agreement dated May 13, 2008 (Third Amendment), that certain Fourth Amendment to Ground Lease and Operating Agreement dated August 21, 2020 (Fourth Amendment), that certain letter agreement entitled "Amendment of Lease for Fairplex Pomona Extending the Lease for Use of Building 9" dated December 17, 2020 (Letter Amendment), that certain Sixth Amendment to Ground Lease and Operating Agreement dated September 14, 2021 (Sixth Amendment), and that certain Seventh Amendment to Ground Lease and Operating Agreement dated February 13, 2023 (Seventh Amendment). The Original Lease, together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Letter Amendment, the Sixth Amendment, and Seventh Amendment are collectively referred to herein as the Ground Lease);

WHEREAS, as per the Ground Lease, the Fair Association conducts a fair known as the Los Angeles County Fair, operates a hotel, conducts interim events, and subleases convention space at the leasehold property commonly referred to as the Pomona Fairplex (Property);

WHEREAS, the Fair Association is seeking to develop a plan to re-envision and re-develop the Property which will guide every aspect of development and design, provide for environmental review, and integrate the Los Angeles County Fair (Specific Plan);

WHEREAS, on January 29, 2020, the County issued that certain Verification of County-owned Property and Authority to Submit Applications to City of Pomona (City) Planning Division, authorizing the Fair Association to submit an application and environmental forms to the City for the Specific Plan;

WHEREAS, the County and Fair Association entered into a memorandum of understanding on February 21, 2024 (Original MOU), to collaborate on the Specific Plan and potential re-development of the Property and set forth the specific roles and duties of each of the Parties in this collaboration; and

WHEREAS, the Original MOU expired on February 20, 2026, and the County and Fair Association wish to continue to collaborate on the Specific Plan and potential re-development of the Property and set forth the specific roles and duties of each of the Parties in this collaboration.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, County and Fair Association hereby agree as follows:

1.0 Incorporation of Recitals. The Recitals are incorporated into and are a part of the MOU.

2.0 Term of the MOU. The term of this MOU shall commence on the Effective Date and shall continue until the earlier of: (a) the date on which either Party terminates this MOU pursuant to Section 11 of this MOU; or (b) the termination or expiration of that certain Ground Lease by and between the Parties. Upon the occurrence of either event, this MOU shall automatically terminate without further action by either Party.

3.0 General.

3.1 At all times during the Term, the County shall retain its full ownership interest in the Property.

3.2 The proposed development of the Property will be made in accordance with all applicable legal requirements, including without limitation, procurement, environmental and development requirements, such as, to the extent applicable, the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and the State Surplus Land Act.

3.3 This MOU is not intended to bind the Parties to the development of the Property. Any agreements reached by the Parties as to such shall be set forth in a separate agreement or agreements subject to approval from each Party's governing body in accordance with all applicable legal requirements (including CEQA and NEPA). County and Fair Association hereby acknowledge their mutual intent to pursue an extension to the Ground Lease term, subject to agreement on the long-term development of the Property, as part of this separate agreement or agreements.

4.0 Specific Plan and CEQA Process.

4.1 The County acknowledges and accepts that the City will process the Specific Plan and serve in the role of lead agency for the preparation of CEQA related documents related thereto.

4.2 County will participate in the preparation of CEQA related documents in the role of responsible agency in order to assist the City in preparing CEQA related documents adequate for the County's use in any future discretionary approvals related to the Specific Plan and the development of the Property analyzed therein.

5.0 Fair Association Responsibilities.

5.1 All Specific Plan and entitlement applications and submittals, CEQA related documents, plans, maps, renderings, reports, and other documents related to the Specific Plan (collectively the Development Documents) shall be prepared at the Fair Association's sole cost and expense. Fair Association shall timely provide to County copies of the Development Documents within its possession and control without cost or expense to the County.

5.2 Fair Association will provide County with regular, monthly updates on the status of the preparation of the Development Documents, respond to reasonable County inquiries for information, and provide the County with the opportunity to provide comment and input to draft documents within its possession and control. Said updates will contain information in a format satisfactory to the County.

5.3 Fair Association will notify County at least one week in advance of any community outreach or external stakeholder meetings scheduled as part of the Specific Plan process.

5.4 Fair Association shall provide to the County for the County's review and approval any Development Documents intended for submission by Fair Association to a governmental agency not less than 30 days prior to the intended date of submittal. Fair Association shall not submit Development Documents relating to the Property without the prior written approval of the County.

5.5 Should Fair Association seek and apply for funding and grants for the development and implementation of the Specific Plan, Fair Association shall obtain County written approval before submitting funding and grant applications. Fair Association shall provide County 10 business days to review and approve funding and grant applications.

5.6 Fair Association shall make no representation on behalf of the County or on its own behalf regarding the County's rights, duties, and obligations as a government agency with respect to the Property. Such representations include, but are not limited to, representations with respect to the County's rights of ownership over the Property, whether a particular use constitutes a public or private use, the impact to the proposed development on the requirements under the State Regional Housing Needs Assessment, the County's discretion to authorize, permit, or otherwise approve of development or uses on the Property, and the County's sovereign immunity, without the prior written consent of County.

6.0 County Responsibilities.

6.1 County shall have no obligation to fund, subsidize, or otherwise financially contribute in any manner toward the development or implementation of the Specific Plan.

6.2 County will review and provide comments to Fair Association on Development Documents intended for submission by Fair Association to a governmental agency prior to the intended date of submittal provided the County receives complete documents in any form requested by the County within the timeframe set forth in section 5.4. County reserves the right to withhold approval of any Development Documents in its sole and discretion.

6.3 County will review and provide comments for all Fair Association funding and grant applications. County shall strive to provide its written approval within 10 business days of receipt of the application package from the Fair Association, provided, however, the Fair Association shall not file the application until County has provided written approval. County has the absolute and sole discretion to reject said application.

7.0 County Board of Supervisors Authority and Responsibility. Nothing in this MOU, or any previous agreements between the Parties, should be construed to delegate or otherwise limit the County Board of Supervisors' discretionary authority to approve disapprove, or elect not to proceed with the Specific Plan, any associated future agreements, or any development of the Property, whatsoever. Nothing in this MOU, or any previous agreements between the Parties, should be construed to delegate or otherwise limit the County Board of Supervisors' responsibilities under CEQA or NEPA, including, but limited to, the consideration of any feasible alternatives and mitigation measures that may be developed during environmental review. Nothing herein constitutes a waiver of the County's rights under State law to manage its property and exercise its sovereign immunity with respect thereto.

8.0 Amendments. Except as otherwise provided herein, any amendment(s) to this MOU shall be at the mutual consent of the Parties and shall be executed by an authorized designee of the County and of the Fair Association.

9.0 Indemnification. Each Party agrees to indemnify and hold the other Party, its officials, officers, agents, employees and representatives harmless from any and all claims, demands, damages, costs, expenses, and liability for damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's negligence, wrongful act or omission in the performance of this MOU. In the event of third-party loss caused by negligence, wrongful act or omission of both parties, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of California Civil Code section 2778 regarding interpretation of indemnity agreements are hereby incorporated. This Section 9 shall survive the expiration or termination of this MOU.

10.0 Authorized Representatives. The following individuals and their successors are designated by the County and Fair Association as the authorized representatives of the two Parties for implementation of this MOU, and all correspondence and notices relative hereto shall be considered delivered when received by these individuals at the following addresses:

The County:	County of Los Angeles Chief Executive Office Real Estate Division Hall of Records 555 West First Street, 36th Floor Los Angeles, CA 90013 Attn: Joyce Chang, Senior Manager (213) 974-3078 jchang@ceo.lacounty.gov
With a copy to:	County of Los Angeles Supervisorial District One 856 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012 Attn: Chief Deputy (213) 974-4111
The Fair Association:	Los Angeles County Fair Association Walter M. Marquez, Present and CEO 1101 W. McKinley Avenue Pomona, California 91768 (909) 865-4200 wmarquez@fairplex.com

11.0 Termination. Either Party may terminate this MOU, in whole or part, at any time by written notice to the other Party thirty (30) days in advance of the desired termination date.

12.0 Confidentiality.

12.1 The Parties anticipate that during the MOU term each shall from time to time disclose and provide to the other certain proprietary reports, correspondence, and other information related to the Specific Plan. Unless otherwise required by law, no Party shall disclose (except to its own and to the other Party's employees, officers, directors, agents, advisors, existing and prospective lenders, investors, counsel, and consultants) information regarding or related to the Specific Plan that is not already public, and that has been delivered to such Party pursuant to the terms hereof.

12.2 Notwithstanding the forgoing, the Fair Association acknowledges and agrees that County, as a governmental agency, (a) is subject to broad disclosure obligations under applicable law, including the California Public Records Act (Gov. Code § 7920.000 *et seq.*), and (b) holds County Board meetings which are open to the public and subject to the Brown Act and at which information concerning the Specific Plan may be disclosed including reports to the County Board describing the Specific Plan, and including any documents to be approved by the County Board. Nothing in this MOU shall prohibit any disclosure required by law.

12.3 County will promptly notify the Fair Association of any requests for the Development Documents or any related records pursuant to the California Public

Records Act, once received, and prior to any response to a request required by law.

13.0 Counterpart; Electronic Signatures. This MOU may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this MOU and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this MOU had been delivered and had been signed using a handwritten signature. The Parties (i) agree that an electronic signature, whether digital or encrypted, of a Party to this MOU is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this MOU based on the foregoing forms of signature. If this MOU has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-Sign Act) and California Uniform electronic Transactions act (UETA)(Civ. Code § 1633.1 *et seq.*), that a signature by fax, email or other electronic means shall constitute an electronic signature to an electronic record under both E-Sign Act and UETA with respect to this specific transaction.

14.0 Severability. If any provision of this MOU, or the application thereof, is held to be invalid, then that invalidity shall not affect other provisions or applications of the MOU that can be given effect without the invalid provision or application, and to this end the provisions of the MOU are severable.

15.0 Other Terms and Conditions.

15.1 This MOU constitutes the full and complete understanding between the Parties. This MOU may be modified only through written amendments hereto approved and executed in the same manner as this original MOU. Each and every attachment to this MOU is incorporated by reference and made part of this MOU.

15.2 This MOU shall be governed by California law and applicable federal law. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, unless doing so would deprive either Party of the material benefit of its bargain.

15.3 The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Fair Association has executed this MOU, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, the authority to execute this MOU on its behalf on the date and year written below.

COUNTY:

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Chief Executive Officer

By: ________________________________
John T. Cooke
Assistant Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Roberto Saldana
Roberto Saldana
2026.06.25 10:13:16
-07'00'
Roberto Saldaña
Senior Deputy County Counsel

FAIR ASSOCIATION:

LOS ANGELES COUNTY FAIR ASSOCIATION,
a California non-profit mutual benefit corporation

By: Walter Marquez 6/22/2026
Walter M. Marquez
President and CEO

By: ________________________________ 6/22/2026
Steve Birdwell
Chief Financial Officer & Vice President of Administration