## Attachment B



Agreement No.	
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Amendment #1 Allen Berg Racing School

## AMENDMENT #1 TO AGREEMENT COUNTY OF MONTEREY AND ALLEN BERG RACING SCHOOL

THIS AMENDMENT #1 is made to the VEHICLE STORAGE LICENSE AGREEMENT for the license of property located at WeatherTech Raceway Laguna Seca, property owned by Monterey County, California to locate storage containers in the Vehicle Storage License Agreement by and between ALLEN BERG RACING SCHOOL, hereinafter "LICENSEE", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "Licensor"; and

WHEREAS, the Licensor executed the original AGREEMENT on October 18, 2021; and

WHEREAS, the Licensor and LICENSEE wish to amend the AGREEMENT to reflect an amendment to the "Term" and "Rental" to the County of Monterey Vehicle Storage License Agreement Allen Berg Racing School.

NOW THEREFORE, the Licensor and LICENSEE hereby agree to amend the AGREEMENT in the following manner:

- 1. Section 1, "Premises/Term" shall be amended by removing "...An area on which Licensee has located five (5) 8' x 40' storage containers..." and replacing it with "...An area on which Licensee has located six (6) 8' x 40' storage containers...".
- 2. Section 2, "Rental" shall be amended by removing "The base monthly license shall be \$2,400 per month, due on the fifteenth day of each month, beginning July 1, 2021..." and replacing it with "The base monthly license fee shall be \$2,880 per month, due on the fifteenth day of each month, beginning December 1, 2021...".
- 3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
- 4. A copy of the AMENDMENT #1 shall be attached to the original AGREEMENT signed October 18, 2021.

#######



Page 1 of 2

### below. (G RACINQ SCHOOL COUNTY OF MONTEREY Contracts/Purchasing Officer Signature of Chair, President, or Vice-President Dated: Printed Name and Title Approved as to Fiscal Provisions: Dated: 1900 9, 202 Deputy Auditor/Controller By: (Signature of Secretary, Asst. Secretary, CFO, Dated: Treasurer or Asst. Treasurer)\* Approved as to Liability Provisions: **Printed Name and Title** Risk Management Dated: Dated: Approved as to Form: Brian P. Briggs Deputy County Counsel 3/23/2022 | 10:47 AM PDT Dated: County Board of Supervisors' Agreement Number: \_\_ \_\_\_\_\_, approved on: \_

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**ALLEBER-01** 

#### **MTHOMAS**



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

PPO	nis certificate does not confer rights to DUCER License # 0C36861	0 1110	00.1	moute noted in hea of sa	CONTAC NAME:		<u> </u>			
San Diego-Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101										
				PHONE (A/C, No, Ext): (619) 238-1828 FAX (A/C, No): (619) 699-2100 E-MAIL ADDRESS:					099-2100	
San	Diego, CA 92 10 1				ADDRES					
				INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company				11150		
INAUDED				• •					11150	
Allen Berg Racing Schools INC 9666 Businesspark Avenue San Diego, CA 92131			INSURER B:							
			INSURER C:							
			INSURER							
• •					INSURER					
COVERAGES CERTIFICATE NUMBER:					INSURER F:					
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
Α	X COMMERCIAL GENERAL LIABILITY						,	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE OCCUR	Х	Х	SMCGL0055800		2/23/2021	2/23/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	Excluded
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	5,000,000
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ \$	5,000,000
	X OTHER: Participant Legal Liability							Each Occurrenc	\$	Included
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per acciden	t) \$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	UMBRELLA LIAB X OCCUR			CHAEVOOCOOOO		0/00/0004	0/00/0000	EACH OCCURRENCE	\$	5,000,000
	X EXCESS LIAB CLAIMS-MADE			SMFXS0022200		2/23/2021	2/23/2022	AGGREGATE	\$	5,000,000
	DED RETENTION \$							PER OTH-	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N							STATUTE ER	+-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA EMPLOYE	E \$	
_	DESCRIPTION OF OPERATIONS below  Participant Accident			7312119753		2/23/2021	2/23/2022	E.L. DISEASE - POLICY LIMIT  Medical Exp Limit	* \$	45.000
A	Farticipant Accident			7312119733		2/23/2021	212312022	Medical Exp Lillin		15,000
Mon	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC terey County, its officers, agents and e	mplo	yees,	, A & D Narigi Consulting, I	LLC, its o	officers, agei	nts, and emp	loyees, the United State		
Mon offic vehi Agre	terey County, its officers, agents and e ers, agents and employees, and ane pe cle owners and vehicle sponsors, as ac eement, and providing that such insural rred in connection with the Renter's ac	mplo erson Iditio nce is	yees or or nal ir prin	, A & D Narigi Consulting, I rganization engaged in ope nsureds with respect to any nary insurance and no insu	LLC, its of erating, r y and all urance o	officers, ager nanaging or liability incu f the additior	nts, and emp sponsoring t irred in conn nal insured s	loyees, the United State the Event, including the ection with the Renters'	official activit	ls, partcipants ies under this
CE	RTIFICATE HOLDER				CANCI	ELLATION				
	County of Monterey				SHOU THE	ILD ANY OF T EXPIRATION	I DATE TH	ESCRIBED POLICIES BE EREOF, NOTICE WILL Y PROVISIONS.		

ACORD 25 (2016/03)

County of Monterey 168 W Alisal St 3rd Floor Salinas, CA 93901

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: SMCGL0055800

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Person Or Organization: The person or organization with whom the insured has executed an agreement or contract prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: SMCGL0055800

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s):

#### **SCHEDULE**

Any person or organization you are required to add as an additional insured to this policy by written contract or written agreement which is currently in effect or coming into effect during the term of this policy and executed prior to the occurrence of any "property damage", "bodily injury", or "personal and advertising injury".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - In the performance of your ongoing operations; or
  - **2.** In connection with your premises owned by or rented to you.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:** 

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### COMMERCIAL GENERAL LIABILITY CG 20 01 04 13

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



P.O. BOX 8192, PLEASANTON, CA 94588

#### CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-20-2021

GROUP:

POLICY NUMBER: 9209213-2021
CERTIFICATE ID: 2
CERTIFICATE EXPIRES: 04-25-2022

04-25-2021/04-25-2022

COUNTY OF MONTEREY WTRLS 1021 MONTEREY SALINAS HWY SALINAS CA 93908-8937 SP

JOB: WEATHER TECH RACEWAY LAGUNA SECA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

**EMPLOYER** 

ALLEN BERG MOTORSPORTS USA INC (A CORP) 9666 BUSINESSPARK AVE STE 208 SAN DIEGO CA 92131 SP

[P1E,HO]

PRINTED : 08-20-2021