

# Attachment A

**COUNTY OF MONTEREY STANDARD AGREEMENT**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Carmel Cantina, Inc. dba Baja Cantina Carmel

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION:**

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Catering Services

**2.0 PAYMENT PROVISIONS:**

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 350,000.00

**3.0 TERM OF AGREEMENT:**

**3.01** The term of this Agreement is from May 1, 2024 to December 31, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:**

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:**

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

**10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

**11.0 NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

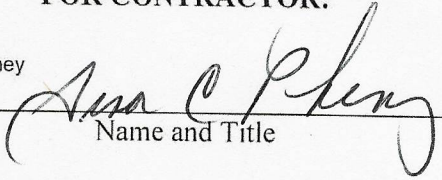
14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.



15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| FOR COUNTY:  | FOR CONTRACTOR:  |
|--|--|
| Ryan Bell<br>Monterey County Laguna Seca Representative    | Gina Phinney<br>Owner  |
| Name and Title   | <br>Name and Title |
| 1441 Schilling Place, 2nd Floor South<br>Salinas, CA 93901 | 7166 Carmel Valley Road<br>Carmel, CA 93929  |
| Address  | Address  |
| 831-755-8912   | 408-602-3501   |
| Phone:   | Phone:   |

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: \_\_\_\_\_  
Contracts/Purchasing Officer  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Department Head (if applicable)  
Date: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

DocuSigned by:  
By: Michael Wilden  
County Counsel  
Date: 3/4/2024 | 2:15 PM PST

Approved as to Fiscal Provisions

By: Jennifer Forsyth  
Auditor/Controller  
Date: 3/4/2024 | 3:36 PM PST

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

CONTRACTOR

Carmel Cantina, Inc. dba Baja Cantina Carmel

Contractor/Business Name \*

By: [Signature]  
(Signature of Chair, President, or Vice-President)  
Name and Title  
Date: 1-31-24

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)  
Name and Title  
Date: 1-31-24

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

<sup>1</sup> Approval by County Counsel is required

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**Addendum to  
County of Monterey Standard Agreement**

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement dated May 1, 2024 (the "Agreement"), by and between the County of Monterey ("County") and the Carmel Cantina, Inc. dba Baja Cantina Carmel ("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech® Raceway at Laguna Seca (the "Raceway") located thereon.

2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."

3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.

4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County and the LSRA Manager, and their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County or the LSRA Manager. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors."

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their officers, agent, and employees as Additional Insureds with respect to liability arising

out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance. CONTRACTOR must submit certificates of coverage and endorsement forms that are acceptable to the County Counsel-Risk Manager."

6. Section 14 NOTICES is hereby amended by adding LSRA Manager's information as follows:

FOR LSRA MANAGER:

John Narigi  
President & General Manager  
1021 Monterey Salinas Hwy  
Salinas, CA 93908  
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.
8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.
9. Attached here to and incorporated herein is Exhibit A.

## Exhibit A Scope of Contractor Services

A1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated ‘Specialty Items’ may be performed by subcontract and the amount of any such ‘Specialty Items’ so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

### A1.2 CONTRACTOR RESPONSIBILITIES

A1.2.1 CONTRACTOR has been approved to be a provider of Catering Services for Laguna Seca Recreation Area during the term of this Agreement.

A1.2.2 CONTRACTOR agrees to supply the COUNTY with the requested services during any event within the Laguna Seca Recreation Area Facility during the term of this Agreement. CONTRACTOR shall also supply and bill third-party customers for requested services during any event within the Laguna Seca Recreation Area Facility during the term of this Agreement. Event types include premier events, track rentals, Facility rentals, and non-premier events. The 2024 Laguna Seca Recreation Area event schedule includes the following:

|                    |   |
|--------------------|---|
| <b>May 3-5</b>     | Laguna Seca SpeedTour (Trans Am)            |
| <b>May 10-12</b>   | Motul Course de Monterey (IMSA)             |
| <b>May 17-19</b>   | Ferrari Racing Days                         |
| <b>June 21-23</b>  | Firestone Grand Prix of Monterey (INDYCAR)  |
| <b>July 12-14</b>  | MotoAmerica Superbike SpeedFest at Monterey |
| <b>Aug. 10-11</b>  | Monterey Pre-Reunion & Community Day        |
| <b>Aug. 14-17</b>  | Rolex Monterey Motorsports Reunion          |
| <b>Sept. 27-29</b> | GRIDLIFE Laguna (TBC)                       |

\* Events and event dates are subject to change.

A1.2.2.1 CONTRACTOR agrees to provide COUNTY OR LSRA MANAGER with at least 45 days advance notice if they are not able to provide services for any individual event during the 2024 season.

### A1.2.3 Approved Services

A1.2.3.1 All non-alcoholic beverages served during premier events must be purchased through the Track Beverage Program or pre-approved by the COUNTY OR LSRA MANAGER.

A1.2.3.2 All non-alcoholic beverages served during track rentals, facility rentals, and non-premier events are eligible for outside sourcing. Items must be pre-approved by COUNTY OR LSRA MANAGER.

A1.2.3.3 All beer and wine sold or served at the Facility must be purchased through the Track Beverage Program or pre-approved by the COUNTY OR LSRA MANAGER.

A1.2.3.4 All liquor brought onto property and served at the Facility must be pre-approved by the COUNTY OR LSRA MANAGER.

A1.2.3.5 CONTRACTOR to maintain its license issued through the California Department of Alcoholic Beverage Control throughout the term of this Agreement.

A1.2.3.6 Only pre-approved menu items are allowed to be served during premier events, track rentals, facility rentals, and non-premier events.

A1.2.4 CONTRACTOR must provide the COUNTY OR LSRA MANAGER with their Caterer License Number.

Catering License Number: 28-9347

A1.2.5 CONTRACTOR shall pay the COUNTY an eighteen (18%) percent fee on all food line items served at the Facility. CONTRACTOR agrees to send a copy of all Third-Party client invoices to the Operations Department no later than twenty-four (24) hours post-service. CONTRACTOR agrees to payment terms of NET 30.

A1.2.6 COUNTY agrees to pay CONTRACTOR a mutually agreed upon per person fee for all direct ordered catering services within the Legends Club and Individual Hospitalities.

A1.2.7 CONTRACTOR shall provide the COUNTY with a pre-event invoice sheet, identifying the price of each food item, any rentals, and any additional beverages not part of the Track Beverage Program.

A1.2.8 CONTRACTOR shall be solely responsible for collection and payment to proper governmental agencies of all taxes and fees, including but not limited to, sales tax, license fees, permit fees, and any personal property fees.

A1.2.9 CONTRACTOR shall be responsible for providing first-class service and high-quality products in a professional, businesslike, and nondiscriminatory manner. All service staff to be in appropriate uniforms.

A1.2.10 CONTRACTOR is responsible for the costs of all kitchen and catering equipment, labor, food, utilities, as well as insurance including worker's compensation insurance necessary to operate under this Agreement. CONTRACTOR is responsible for any and all Health Department requirements. COUNTY will provide eight (8) 8' tables, four (4) chairs, flooring, covering for food preparation area, hand wash station, electricity and trash/recycling bins. With advance notice, COUNTY can make arrangements to provide tanks or containers for storage and removal of all grey water generated at CONTRACTOR'S expense.

A1.2.11 CONTRACTOR is responsible to train and supervise all employees necessary to operate under this Agreement and agrees to comply with all Federal, State, and Local labor laws and ordinances.

A1.2.12 CONTRACTOR shall be responsible for those with whom they contract and/or employ as servers and those who handle alcohol shall possess all appropriate legal authority to do so including but not



limited to either Alcohol Beverage Control issued card or a TIPS server card. Only alcohol serving programs recognized by Monterey County are valid.

A1.2.13 CONTRACTOR shall maintain all areas including, but not limited to the service area and preparation area. COUNTY reserves the right to determine the external equipment as unfit. In such case, it is the responsibility of the CONTRACTOR to correct immediately during an event.

A1.2.14 CONTRACTOR shall always remain in the confines of their assigned service locations except for delivery, clean up, or set up when the Facility is not open for business. It is the responsibility of the CONTRACTOR to maintain its displays (e.g. tents) and equipment in a good and professional condition. The COUNTY OR ITS AGENT reserves the right to determine displays and equipment as unfit. In such case, it is the responsibility of the CONTRACTOR to replace such displays and/or equipment.

A1.2.14.1 COUNTY shall require a pre-event inspection of each assigned location one (1) day prior to the scheduled event. CONTRACTOR shall have a representative onsite to meet with the COUNTY OR LSRA MANAGER representative at a pre-arranged time to conduct the required inspection.

A1.2.15 CONTRACTOR and COUNTY agree that CONTRACTOR shall be responsible for any damages or cleaning costs, above and beyond normal wear and tear. CONTRACTOR is responsible for leaving their assigned location in a clean and orderly manner. Any damage or cleaning fees shall be deducted from CONTRACTOR'S final invoice.

A1.2.15.1 COUNTY shall require a post-event inspection of CONTRACTOR'S assigned location one (1) day following the scheduled event. CONTRACTOR shall have a representative onsite to meet with the COUNTY OR LSRA MANAGER at a pre-arranged time to conduct the required inspection.

A1.2.16 CONTRACTOR shall ensure that they are set up and ready for operations prior to the start of any contracted catering services.

A1.2.16.1 Setup Time – CONTRACTOR shall begin setup as early as 7:00 a.m. the day prior to the beginning of event and must be completed by 8:00 a.m. on the first day of the event. If CONTRACTOR requires an earlier setup time, CONTRACTOR must have written approval from the Operations Department.

A1.2.16.2 Race Event Hours – (All hours are subject to change)

- Thursday 8:00 a.m. – 5:00 p.m.
- Friday 8:00 a.m. – 5:00 p.m.
- Saturday 8:00 a.m. – 5:00 p.m.
- Sunday 8:00 a.m. – 5:00 p.m.

A1.2.16.3 Track Rental Hours – Facility hours will change depending on the needs and terms of the individual track rental agreements.

A1.2.17 CONTRACTOR shall ensure that they do not begin any load out until conclusion of event. CONTRACTOR shall ensure that their space is returned to the COUNTY in the same condition as

when they moved in. CONTRACTOR shall be responsible for the removal of all waste and trash from their designated location. CONTRACTOR shall ensure that during the event they do not store trash or products behind or around their assigned location at any time.

A1.2.18 CONTRACTOR is responsible for all removal and proper storage of grease and oil waste during the event. The dumping of any grease or oil waste at the Facility will not be tolerated. If found in violation, the CONTRACTOR will be removed from the Facility and subject to any and all punitive or criminal charges/fees under California State Law.

A1.2.19 CONTRACTOR agrees to assume all risk of loss or damage to CONTRACTOR equipment, fixtures, and property from any cause whatsoever. CONTRACTOR is responsible for securing their own area prior to leaving each evening. In addition to event-based evening security, CONTRACTOR can order dedicated security for their individual area. For more information, please contact the Operations Department.

A1.2.20 CONTRACTOR shall inform COUNTY of any services provided at its Facility at the time of booking. No deliveries or setup for an event shall occur without first informing COUNTY OR LSRA MANAGER and receiving written authorization from the COUNTY OR LSRA MANAGER that requested delivery or setup is approved. This is to ensure proper placement and ensure other work is not negatively impacted. Failure by CONTRACTOR to comply with this requirement may result in the delay or prohibiting of delivery or setup.

A1.2.21 CONTRACTOR shall always maintain in full force during the performance of this Agreement, insurance covering all its operations as set forth in Article 9.0 of the Agreement.

### A1.3 COUNTY RESPONSIBILITIES

A1.3.1 COUNTY OR LSRA MANAGER shall provide CONTRACTOR with Facility and Client point of contact as required.

A1.3.2 COUNTY OR LSRA MANAGER shall provide CONTRACTOR with an AutoCAD floor plan of each of their assigned event locations. CONTRACTOR is asked to reconfirm with COUNTY OR LSRA MANAGER prior to setting up any event location that the floor plan has not changed.

A1.3.3 COUNTY shall provide CONTRACTOR with a mutually agreed upon number of workers passes, delivery passes and parking passes, subject to a written request, received by the Operations Department no later than ten (10) days prior to any ticketed event.

A1.3.4 COUNTY shall provide CONTRACTOR with one (1) standard 120V/20A outlet as part of this Agreement. If CONTRACTOR requires additional power, please contact the Operations Department.

### A1.4 MUTUAL UNDERSTANDING

A1.4.1 CONTRACTOR understands that the COUNTY does not warrant any revenue projections and CONTRACTOR has made its own investigation of risk and costs associated herewith and accepts all risks associated with this Agreement.

A1.4.2 CONTRACTOR shall always identify themselves as an independent contractor.

- A1.4.3 CONTRACTOR understands that the COUNTY does not have potable water on property and that the CONTRACTOR needs to provide for service. CONTRACTOR can provide or procure potable water from the COUNTY at a retail rate. For more information, please contact the Operations Department.
- A1.4.4 CONTRACTOR shall follow the defense and indemnity obligations set forth in this Agreement and shall include the obligation to indemnify and hold the COUNTY harmless for any tax or regulatory liability in connection with the IRS or any Government Agency.
- A1.4.5 CONTRACTOR shall comply with Federal and California Law as well as the Monterey County Health Department rules and requirements.
- A1.4.6 CONTRACTOR shall have the right to cancel this Agreement, with or without cause, with a thirty day (30) written notice to COUNTY OR LSRA MANAGER.

#### A1.5 PAYMENT PROVISIONS

- A1.5.1 CONTRACTOR shall provide LSRA MANAGER with a detailed invoice for services rendered at the conclusion of each event. If CONTRACTOR is providing services for multiple days over an event week(end), a progress payment may be made by LSRA MANAGER for completed services only. CONTRACTOR shall provide LSRA MANAGER with a detailed invoice for work completed to date and LSRA MANAGER may pay CONTRACTOR from its Operations Account. Upon conclusion of said event, CONTRACTOR shall provide LSRA MANAGER with a final detailed invoice for the remaining balance owing. Final payment may be made by LSRA MANAGER or submitted to COUNTY for payment through COUNTY's standard processes.
- A1.5.2 COUNTY agrees to pay CONTRACTOR for services rendered within 30 days from the date a detailed, approved invoice is received by the County Auditor-Controller's Office.
- A1.5.3 CONTRACTOR to complete COUNTY documentation necessary to have an open Purchase Order with the County for payment of the actual fees.

**\*\*\* END OF EXHIBIT A \*\*\***