

Attachment B

**AMENDMENT #2 TO AGREEMENT
COUNTY OF MONTEREY AND
CHOURA EVENTS**

THIS AMENDMENT #2 is made to the AGREEMENT (Agreement ID: 5/1/19-4/30/24) for the provision of the Temporary Hospitality Structure in the **County of Monterey Standard Agreement** by and between **CHOURA EVENTS**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County"; and

WHEREAS, the County executed the original AGREEMENT on April 24, 2019; and

WHEREAS, the County and CONTRACTOR amended said AGREEMENT through Amendment #1 dated October 23, 2019 to revise the payment schedule for the 2020 racing season and provided other terms for the protection of the Temporary Hospitality Structure during the period November 1, 2019 through March 30, 2020.

WHEREAS, the County and CONTRACTOR wish to further amend the AGREEMENT to reflect an amendment to Exhibit A "Scope of Services" and Exhibit B 'Option 2' to the County of Monterey Standard Agreement Choura Events.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Exhibit A shall be deleted in its entirety and replaced with Exhibit A-1, attached.
2. Exhibit B, Option 1: Payment Terms shall be deleted in its entirety and replaced with the following:

Terms: Contract is a minimum of three years. Payments for the fiscal year 2020 were made by County as follows:

Payment made October 30, 2019	\$225,000
Payment made October 30, 2019	\$225,000
Payment made December 30, 2019	\$225,000

For the fiscal years 2021 and 2022, County agrees to pay CONTRACTOR the annual lease amount of \$387,000 each year as follows:

Payment due May 1	\$ 96,750
Payment due July 1	\$ 96,750
Payment due October 30	\$193,500

3. The final \$100,000 owed by County for fiscal year 2020 has been rescinded by CONTRACTOR.

- 4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue it full force and effect as set forth in the AGREEMENT.
- 5. A copy of the AMENDMENT #2 shall be attached to the original AGREEMENT signed April 24, 2019.

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

COUNTY OF MONTEREY
DocuSigned by:
Michael Derr
367942E6F648426
 Contracts/Purchasing Officer

Dated: 4/26/2021 | 2:26 PM PDT

Approved as to Fiscal Provisions:
DocuSigned by:
Gary Giboney
D28948FEC1Q8449...
 Deputy Auditor/Controller

Dated: 3/26/2021 | 9:46 AM PDT

Approved as to Liability Provisions:
DocuSigned by:
[Signature]
2EF8DC78EE6547F...
 Risk Management

Dated: 3/26/2021 | 9:05 AM PDT

Approved as to Form:
DocuSigned by:
Marina Pantchenko
66EE9F1562DD412...
 Deputy County Counsel

Dated: 3/26/2021 | 9:26 AM PDT

CHOURA EVENTS
 By: [Signature]
 Signature of Chair, President, or Vice-President

RYAN CHOURA FOUNDER/CEO
 Printed Name and Title

Dated: 2/22/2021

By: [Signature]
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

VP OF FINANCE
 Printed Name and Title

Dated: 28 FEB 2021

*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.

**EXHIBIT A-1
SCOPE OF SERVICES**

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his 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.

- 5.2 CONTRACTOR shall provide temporary hospitality structures according to the following:
 - 5.2.1 CONTRACTOR shall provide the following Installation Plan for designated options:
 - 5.2.1.1 A dedicated crew of appropriate amount of labor and event professionals on day one of install, as determined by CONTRACTOR.
 - 5.2.1.2 Procure and transport all required equipment and materials to Weather-Tech Raceway Laguna Seca located at 1021 Monterey Salinas Hwy, Salinas, CA 93908.
 - 5.2.1.3 Installation based on the mutually agreed upon scope of work in the designated areas.
 - 5.2.1.4 Retain the services of local County contractors, when and where available and/or required.
 - 5.2.1.5 Supervise, coordinate, and manage the works of any sub-contractors and trades.
 - 5.2.1.6 Company to make best efforts to use County or Agent's suppliers.
 - 5.2.1.7 Develop a testing and commissioning plan as per the County build schedule.
 - 5.2.1.8 Test and commission all systems, equipment, devices, and cabling in preparation to end-to-end testing.
 - 5.2.1.9 All Temporary Structures to be wheelchair accessible (or inclusion of wheelchair/mobility impaired access option in the case of the Grandstands).
 - 5.2.2 CONTRACTOR shall provide the following Maintenance Plan for all temporary structures:
 - 5.2.2.1 County to facilitate regular cleanings of structures, however CONTRACTOR will assist with cleaning services while onsite.

5.2.2.2 CONTRACTOR to complete the following tasks, as needed, each season, at CONTRACTOR'S expense, by March 30 or earlier, based on an agreed upon date between County and CONTRACTOR to be determined no later than November 1 of the previous year. All such tasks to be approved by Laguna Seca Recreation Area management.

- Confirm ADA elevator is operable;
- Paint as needed;
- Re-install community rail/table;
- Test and replace broken lights throughout structure;
- Re-install ceiling liner;
- Replace damaged tent sections, as needed;
- Replace grip tape throughout;
- Re-install HVAC hard panels on service side;
- Replace service carpet, as needed;
- Level floor and porch;
- Replace vinyl flooring throughout, as needed;
- Exterior railings cleaned and painted,
- Replace astro-turf exterior carpet throughout;
- Replace or repair all black draping exterior, as needed;
- ADA ramp floor and grip tape to be replaced, as needed;
- Windows secured;
- Walls, doors, etc., all tight and in working order;
- Check all side straps;
- Re-install any missing panels.

5.2.2.3 CONTRACTOR will make every effort to replace damaged or insufficient parts in a timely manner for the duration of the season. Maintenance included in quotes is for general maintenance of structures. If parts or materials are damaged while in use by County, other than normal wear and tear, CONTRACTOR will provide a replacement cost of part(s) and labor quote to repair.

5.2.3 CONTRACTOR shall provide the following temporary hospitality structures:

5.2.3.1 15m x 30m (49.21" x 98.43") turn 3, 700 guests, 10,000 SQ.FT.

- 360-degree views – Unobstructed views throughout the entire Structure.
- Double Decker – Cube structure
- Custom VIP Hospitality Experience on the second floor with private viewings of the track
- Modern elegant entryway
- Elevator
- Elevated Views – Freedom to walk the entire structure with no obstructions
- All Glass and hard Walls based on rendering

- Building will allow for accommodations for up to 700 guests
- Centered Modern Staircase
- Complete with an HVAC system
- Contemporary look and style
- Suites can be spaced out depending on size, i.e., 6 suites at 5m each or 3 suites at 10m each
- Branding Options Available: Umbrellas, bars, hard walls, banners, top flags, gables, furniture, etc. (price not included in quote)
- Social Media connectivity capability (price not included in quote)
- Hot Spot/Wi-Fi connectivity capability (price not included in quote)
- Custom furniture options available at additional prices to be mutually agreed upon for each event as part of the contract
- Other Options for Entertainment: VIP Suites, Drivers Lounge, Company Lounge, Driver Meetings, Corporate Events

5.2.4 For each season, 2021 and 2022, CONTRACTOR will prepare the Temporary Hospitality Structure, at CONTRACTOR'S expense, by March 30 or earlier, based on an agreed upon date between County and CONTRACTOR to be determined no later than November 1 of the previous year. Any changes or upgrades requested by County to the existing design may be subject to additional fees, to be mutually agreed upon by County and CONTRACTOR.

CONTRACTOR is responsible to ensure the Temporary Hospitality Structure is 100% ADA compliant.

5.2.5 CONTRACTOR to assist County with any necessary permitting, including events and engineering work, with County being responsible for payment of all expenses relating to the professional services rendered in securing said permits required for fiscal years 2021 and 2022. Costs not to exceed \$3,000 annually.

5.2.6 CONTRACTOR to winterize the Temporary Hospitality Structure at County's expense at the end of each season. An estimate is required prior to work commencing and must be approved by Laguna Seca Recreation Area management. Cost not to exceed the agreed upon estimated price of \$15,000 - \$20,000 annually. Work to be completed during the 30-day period following the last major event of the year. Any special protection, as requested by Laguna Seca Recreation Area management, to be at County expense.

County shall provide at County's expense, service equipment to CONTRACTOR for any work obligated and specific to the annual refurbishing and/or winterization of the structure, with prior approval by the Laguna Seca Recreation Area management.

5.3 CONTRACTOR shall address the 2019 fire inspection as follows:

- CONTRACTOR to install panic hardware or switch out existing doors to panic hardware doors.
- CONTRACTOR to expand the width of the service deck, as required.

- 5.4 County through Laguna Seca Recreation Area management shall be responsible for the ongoing cleaning of building exterior and interior, including windows, walls, skins and hardware. Costs associated with said cleaning to be borne by County.
- 5.5 All interior and exterior signage installation and maintenance to be at County's expense.
- 5.6 County to provide, at County's expense, all power, Wi-Fi, and any infrastructure requirements for installation or maintenance thereof.
- 5.7 County agrees to pay for the purchase or rental, including installation, of HVAC unit. Estimated cost not to exceed \$95,000 if purchased, or \$85,000 annually if rented.
- 5.8 County agrees to pay CONTRACTOR 50% of the structure cost, beginning November 1, 2020, until this Amendment is executed. Cost shall not exceed \$3,000 per month.

End Exhibit A-1