

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:

Array, LLC dba Array Sports & Entertainment

(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: Specialized revenue development services and serve as the Agency of Record in the negotiation of branded partnerships and sponsorships for Laguna Seca Recreation Area and WeatherTech® Raceway at Laguna Seca.

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: \$900,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from _____ to December 31, 2025, 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:

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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

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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 Monterey County Laguna Seca Representative	Tim Winski President
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor South Salinas, CA 93901	1456 Skyway Drive Longmont, CO 80504
Address	Address
831-755-8912	
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.

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- 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

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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

By: DocuSigned by:
Michael Whilden
0F98C5BE9B6F476
County Counsel

Date: 1/29/2024 | 11:07 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...
Auditor/Controller

Date: 1/29/2024 | 12:29 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

Array, LLC dba Array Sports & Entertainment

Contractor/Business Name *

By: [Signature]
(Signature of Chair, President, or Vice-President)

Timothy Winski, President

Name and Title

Date: 1/22/24

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

Morgan Voss, General Manager

Name and Title

Date: 1/22/24

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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

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**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 _____, 2024 (the "Agreement"), by and between the County of Monterey ("County") and the Array, LLC dba Array Sports & Entertainment ("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 Services

CONTRACTOR is authorized to provide the following specialized revenue development services for Laguna Seca Recreation Area (LSRA) at the direction and in cooperation with LSRA MANAGER.

A. SCOPE OF SERVICES

- A.1 CONTRACTOR to perform services as the Agency of Record (AOR) in sports and entertainment, specifically to serve as COUNTY's consultant in the negotiation of branded partnerships and sponsorships with entities such as public and private corporations and other such entities that wish to engage for marketing, promotional, or experiential purposes.
- A.2 COUNTY and CONTRACTOR agree that no other agency shall receive this AOR designation relative to sports and entertainment for LSRA during the term of this Agreement, and it is reciprocally agreed that CONTRACTOR will not retain another client that is a racing venue or public recreation venue within 500 miles of LSRA.
- A.3 It is understood and agreed by COUNTY and CONTRACTOR that a local market sales person will be employed by LSRA MANAGER that will focus on partners in the geographic proximity of LSRA, and will also focus on vendors and exhibitors that desire to participate in events held at the facility. CONTRACTOR agrees to work collaboratively with LSRA MANAGER'S internal team in a coordinating effort to avoid duplicate outreach to key partners and prospects.
- A.4 CONTRACTOR will dedicate a team of professionals, as outlined in the attached Exhibit B, that will service the needs of this Agreement.
- A.5 This Agreement will not automatically renew at the end of the agreement term.

B. CONTRACTOR RESPONSIBILITIES

- B.1 CONTRACTOR will represent LSRA as its exclusive authorized sales agent leading and directing new business development, including sponsor, vendor, and product partnerships with brands, organizations, and individuals. It is understood that additional internal LSRA staff will also be authorized to do so.
- B.2 CONTRACTOR will generate new leads and prospective partners utilizing various methods, including but not limited to the following:

- a. Direct Sales
 - b. Outbound Outreach on behalf of LSRA
 - c. Fielding Inbound Inquiries to LSRA
 - d. Category Search and Fulfillment
 - e. Hosting Sponsor/Prospect Receptions and Networking Events
 - f. Access to Agency Network/Ecosystem
 - g. Attendance at Networking Opportunities, such as tradeshow and industry events.
- B.3 CONTRACTOR agrees to integrate into LSRA's culture, policies, and procedures to best achieve a "hybrid" internal/external agency relationship.
- B.4 CONTRACTOR agrees to act on behalf of LSRA in the Professional Motorsports space and participate in strategic planning around new business development and other business goals as requested by LSRA.
- B.5 CONTRACTOR will consult on new revenue stream ideation to support the continued success and growth of LSRA.
- B.6 CONTRACTOR will consult and assist in day-to-day management and servicing of sponsors. CONTRACTOR will make best efforts to foster direct relationships between sponsors and LSRA leadership.
- B.7 CONTRACTOR to provide approvals and permissions guidance and oversight relative to sponsor signage, intellectual property, and creative. All approvals on behalf of LSRA will require authorization of LSRA MANAGER, and CONTRACTOR will guide the process, however will not be authorized to make approvals on LSRA's behalf.
- B.8 CONTRACTOR to maintain beneficial subscriptions, memberships, and relationships aimed at developing lead generation, sponsor prospects, activation concepts, industry knowledge, and general expertise.
- B.9 CONTRACTOR to maintain clear and consistent communication including a full onboarding process at the beginning of the Agreement term, and structured ongoing communication and meeting process, for updates and reporting. Reporting to be formally scheduled bi-weekly or monthly, as agreed between CONTRACTOR and LSRA MANAGER, with documented written reports agreed upon by both parties.

- B.10 CONTRACTOR to define, with approval of LSRA MANAGER, clear Key Performance Indicators (KPI's), goals, and objectives to measure outcomes of joint agency and team efforts toward new business development.
- B.11 CONTRACTOR does not have authority to sign nor approve vendor contracts on behalf of COUNTY OR LSRA MANAGER.

C. COUNTY RESPONSIBILITIES

- C.1 COUNTY OR LSRA MANAGER to provide CONTRACTOR with temporary office space within its facilities, as needed.

D. PAYMENT PROVISIONS

- D.1 Monthly Retainer Fee: Not later than ten days following the last day of the month, CONTRACTOR to provide COUNTY with a detailed invoice for the monthly Retainer fee of \$17,000, setting forth in detail the number of hours spent by CONTRACTOR personnel in performance of CONTRACTOR's obligations under this Agreement. The detail shall include the date and time of the hours spent, the purpose of the hours spent, the personnel associated with the hours spent, and any other information the COUNTY requires, and shall be certified under penalty of perjury.
- D.2 Payment of Monthly Invoices for the Retainer Fee by COUNTY: COUNTY shall certify CONTRACTOR's invoice, either in the monthly Retainer Fee amount or in such other amount as COUNTY approves in conformity with this Agreement. COUNTY shall promptly submit such certified invoice to the Auditor-Controller's Office which shall thereafter pay the balance of the certified invoice no later than 30 days after receipt.
- D.3 Disputed Payment Amount: If for any invoice COUNTY certifies a lesser amount than the monthly Retainer Fee amount, and if CONTRACTOR desires to dispute the amount so certified, CONTRACTOR must submit a written notice of protest to COUNTY within 20 days after CONTRACTOR's receipt of the certification. The parties shall then promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person. CONTRACTOR will provide a monthly work hour log to COUNTY and LSRA MANAGER. COUNTY and CONTRACTOR will have the opportunity to evaluate the monthly work log every six months to determine workflow productivity.

D.4 COUNTY agrees to pay approved invoices submitted by CONTRACTOR based on the following fee schedule:

D.4.1 Retainer:

Upon execution of this Agreement, a start fee of \$34,000 is due and payable by COUNTY to CONTRACTOR, which covers start fee plus first month of services. For each month following, a monthly fee of \$17,000 shall be due and payable by the first of each calendar month, for months 2-23 of the Agreement term. There will be no retainer fee due for the final month of the Agreement term. The total of all retainer payments over the 24-month term of this Agreement will be \$408,000, plus any commissions earned, as outlined below.

D.4.2 Commissions for sponsorships less than \$500,000 Gross each:

For new business closed on sponsors that total less than \$500,000 each, per sponsor, during a calendar year (defined as the present calendar year that covers the sponsor contract) the commission to CONTRACTOR is 10% of gross, less any signage or installation costs, catering costs, or equipment rental for site activation expense in the case of hospitality, exhibition, or vendor space. The cost for permanent structures utilized for sponsorship sales would be the retail value of the space for non-ticketed event business. Commissions are paid on collected funds only.

D.4.3 Commissions for sponsorships equal to or greater than \$500,000 each:

For new business closed on sponsors that total equal to or greater than \$500,000 Gross each, per sponsor, during a calendar year (defined as the present calendar year that covers the sponsor contract) the commission to CONTRACTOR is 15% of the Gross, less any signage or installation costs, catering costs, or equipment rental for site activation expense in the case of hospitality, exhibition, or vendor space. The cost for permanent structures utilized for sponsorship sales would be the retail value of the space for non-ticketed event business. Commissions are paid on collected funds only.

D.4.4 Success Fee Bonus of 2.5%: Incremental percentage added to commission rate for each new business sponsorship once cumulative annual new sales reach \$5,000,000. For example, the rate for new sponsorships less than \$500,000 would be 12.5% and rate for new sponsorships greater than \$500,000 would be 17.5% once this threshold is met. This bonus shall be paid prior to the end of that calendar year and is paid on collected funds only.

D.4.5 Commissions on sponsorship renewals will be paid to CONTRACTOR for those sponsorships originally procured by CONTRACTOR. Existing

sponsorships at the time of Agreement execution are not eligible for CONTRACTOR commissions.

D.4.6 All monies from sponsors and other entities are to be collected by COUNTY, and it is understood that billing and collections will be handled by COUNTY. Monies will not flow through CONTRACTOR, nor will CONTRACTOR be responsible to pay any fees contracted on behalf of sponsor entities.

D.4.7 All commissions are due and payable by COUNTY to CONTRACTOR upon collection, either in part or in whole, as funds are received by COUNTY. LSRA MANAGER to inform CONTRACTOR when sponsor funds are received, at which time CONTRACTOR to provide COUNTY with a detailed invoice, and COUNTY agrees to pay approved invoices within 30 days of receipt by the Auditor-Controller's office.

D.5 CONTRACTOR to complete County documentation necessary to have an open Purchase Order with the County for the payment of the actual fees.

E. TERMINATION

E.1 Should the Agreement terminate per Section 7.0, all commissions due CONTRACTOR shall be calculated and paid by COUNTY as set forth in this Exhibit A, Section D. The monthly Retainer Fee to be prorated from the beginning of the termination month through the effective date of termination.

F. CONFIDENTIALITY

F.1 The planning of this work is highly confidential in nature and will not be shared with any parties other than CONTRACTOR, COUNTY, LSRA MANAGER, and relevant parties on a need-to-know basis only. Both parties agree that a policy of confidentiality is critical to the success of this effort.

*******END EXHIBIT A*******

EXHIBIT B AGENCY PERSONNEL

The following staff members hold key positions within Array Sports and Entertainment. Although Array reserves the right to make personnel changes from time to time, it will always employ experienced and effective persons in key roles to achieve success on behalf of its clients. In this case, Laguna Seca Recreation Area will benefit from the networks, experience, expertise, and skillset of the following personnel:

- I. **Tim Winski, President and Founder** – 30+ years of experience in sports, motorsports, brand marketing, advertising, and corporate sales. Tim’s motorsports relationships and sponsorships negotiated and managed have included such notables as Bobby Rahal, David Letterman, Tony Stewart, Danica Patrick, Jeff Gordon, Dale Earnhardt Jr, Wayne Rainey, and many others. Brands have included Aspen Dental, AT&T, Axalta, PeopleReady, Proctor & Gamble, Skyy Spirits, Sugarlands Distillery, TrueBlue, and many others. Tim’s property representation in motorsports have included NASCAR and INDYCAR series and team sponsors, MotoAmerica series representation, USAC series representation, and numerous team representation relationships. *Tim’s role on the Laguna Seca project will be to oversee, manage, ideate, guide and consult, in addition to directly working on sales efforts.*

- II. **Reid Mobley, Chief Revenue Officer** – Experience and effective sales leader with multiple decade career in sports and motorsports sponsorship sales. Reid leads sales for Array and is part of its senior leadership. His professional experience includes positions with the New York Yankees, NASCAR, Penske Entertainment, Roush Fenway, and SRX (Racing series co-owned by Ray Evernham, Tony Stewart, and George Pyne) as well as his current role with Array. Reid is very well known within motorsports and has a large and engaged network that he maintains meticulously. He also is a senior level consultant who adds value and expertise to motorsports-based projects. *Reid’s role on the Laguna Seca project will be to lead the Array sales team efforts to drive revenue for Laguna Seca in sponsorships, hospitality, and exhibitor relationships, as well as serve as a highly qualified industry liaison and ambassador for Laguna Seca.*

- III. **Josh Griffin, Director Business Development** – Josh comes to Array from a background that includes agency experience, and sports positions such as hospitality sales for the New York Yankees and other professional sports teams. Most recently prior to joining Array, he worked successfully for Stewart-Haas Racing in NASCAR, in the capacity of new business development. *Josh’s role on the Laguna Seca project will be to generate new qualified prospects and develop said prospects into sponsors and partners for Laguna Seca. Josh will also play a key role in day-to-day sponsor management.*

- IV. *Additional key personnel include Array’s highly experienced events and hospitality team members, and Array’s key senior consultants, who boast roles that include former CMO of Target (Will Setliff), and former account leader for all Budweiser sports sponsorships (Brian Bolten), among others.*