

**AMENDMENT NO. 2 TO AGREEMENT A-14218
BETWEEN COUNTY OF MONTEREY AND ALL FIELDS SPORTS, LLC**

This Amendment No. 2 ("Amendment No. 2") to the Agreement A-14218 between the County of Monterey and All Fields Sports, LLC, is made as of January 1, 2023 (the "Effective Date").

WHEREAS, on January 15, 2019, the Board of Supervisors approved Agreement No. A-14218 ("Agreement") between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and All Fields Sports, LLC, a California limited liability corporation (hereinafter "Contractor") (each a "Party" and collectively the "Parties"), for the provision of Specialized Marketing and Management Services for the Laguna Seca Recreation Area (LSRA), including the WeatherTech Raceway, Laguna Seca; the campgrounds and shooting range; and the Nacimiento Lake Resort." (hereinafter "Services"); and,

WHEREAS, the term of the Agreement will expire on December 31, 2022; and,

WHEREAS, the County has continued need for such Services, and the Parties wish to amend the Agreement to extend the term for one (1) additional year through December 31, 2023, to allow Contractor to provide Services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. New Agreement Term. The Term of the Agreement is hereby extended through and including December 31, 2023, unless earlier terminated as set forth in Section 1.01.
2. Section 3.02 Maximum Base Fee Liability. Section 3.02 of the Agreement is amended to read as follows:

The maximum amount of County's liability over the full amended term of this Agreement for the Base Fee shall be an amount not to exceed \$30,000 per month, and \$1,800,000 in the aggregate for the term of Agreement, but may be reduced as set forth in Exhibit B; Commission Fees shall vary according to the value of agreements obtained.

3. Section 6.05 Notices (b). County's named individuals, mailing address, and fax number are updated as follows:

RANDELL ISHII DIRECTOR
COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES, & PARKS
1441 SCHILLING PL S FL2
SALINAS CA 93901-4527
TELEPHONE: (831) 755-4800
FAX NUMBER: (831) 755-4958
E-MAIL: IshiiR@co.monterey.ca.us

And copy to:

RYAN BELL ADMINISTRATIVE OPERATIONS MANAGER-LSRA
COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES, & PARKS
1441 SCHILLING PL S FL2
SALINAS CA 93901-4527
TELEPHONE: (831) 755-8912
FAX NUMBER: (831) 755-4958
E-MAIL: BellR@co.monterey.ca.us

4. Agreement Remains in Effect. Except as specifically amended herein, all provisions of Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
5. Entire Agreement. This Amendment No. 2 contains the entire understanding between and among the Parties with respect to the matters it addresses, and supersedes any prior understandings and agreements, whether written or oral, among them respecting the subject matter of this Amendment No. 2.

6. Recitals Incorporated. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2, and this Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. Counterparts. This Amendment may be executed in several counterparts and as so executed shall constitute one and the same agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart Electronic copies shall be enforceable as originals.
8. Electronic Signatures. The parties to the 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 all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF). This Agreement, including all Exhibits is the entire agreement between the parties relating to the Event and may only be modified by written agreement signed by both parties. Each person signing below represents to the other party that they are authorized to sign this Agreement and bind their respective companies to fulfill the obligations contained herein. Nothing in this Agreement is intended to create any rights in or confer any benefits upon any person or entity other than the parties to this Agreement.
9. Severability. If any provision of this Amendment, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of Amendment, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to Agreement A-14218 to be executed as of the date above set forth.

<p>NAME: ALL FIELD SPORTS, LLC</p> <p>DocuSigned by: By: <u>Steve Fields</u> <small>293380E45EEB4BC</small> <i>(Signature of Chair, President, or Vice President)</i></p> <p>Steve Fields Its: President & CEO Address: (below) ALL FIELDS SPORTS, LLC 803 TOLENTINO CT LIVERMORE CA 94550-9699</p> <p>Date: <u>9/30/2022 1:40 PM PDT</u></p>	<p>NAME: COUNTY OF MONTEREY</p> <p>DocuSigned by: By: <u>Ryan Bell</u> <small>1523AABEA6194FD...</small> <i>(Signature)</i></p> <p>Ryan Bell Its: Monterey County Laguna Seca Representative Address: (below) COUNTY OF MONTEREY PUBLIC WORKS, FACILITIES & PARKS 1441 SCHILLING PL S FL2 SALINAS CA 93901-4527</p> <p>Date: <u>12/6/2022 11:38 AM PST</u></p>
<p>DocuSigned by: By: <u>Anned Fields</u> <small>ABFC4DF7B3BC4FF...</small> <i>(Signature of Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer)</i></p> <p>Anned Fields Its: Chief Financial Officer</p> <p>Date: <u>9/30/2022 1:42 PM PDT</u></p>	<p>APPROVED AS TO FORM Office of the County Counsel Leslie J. Girard, County Counsel</p> <p>DocuSigned by: By: <u>Michael Whilden</u> <small>0F88C5BE9B6F476...</small> <i>(Signature)</i></p> <p>Name & Title: Leslie J. Girard County Counsel</p> <p>Date: <u>9/30/2022 1:47 PM PDT</u></p>
<p>*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with 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) managing members. 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.</p>	<p>APPROVED AS TO FISCAL PROVISIONS Office of the Auditor-Controller Rupa Shah, CPA, Auditor-Controller</p> <p>DocuSigned by: By: <u>Jennifer Forsyth</u> <small>4B7E657875454AE...</small> <i>(Signature)</i></p> <p>Name & Title: Gary Giboney Chief Deputy</p> <p>Date: <u>10/4/2022 8:18 AM PDT</u></p> <p>APPROVED AS TO INDEMNITY AND INSURANCE PROVISIONS Office of the County Counsel-Risk Management Leslie J. Girard, County Counsel</p> <p>By: _____ <small>(Signature)</small></p> <p>Name & Title: Danielle Mancuso Risk Manager</p> <p>Date: _____</p>