

**AMENDMENT #1 TO AGREEMENT
COUNTY OF MONTEREY AND
INDYCAR, LLC**

THIS AMENDMENT #1 is made to the EVENT AGREEMENT – ROAD COURSE for the 2019-2021 IndyCar Series between **INDYCAR, LLC**, hereinafter “INDYCAR”, 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 EVENT AGREEMENT on July 17, 2018; and

WHEREAS, the COUNTY and INDYCAR wish to amend the EVENT AGREEMENT.

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

1. WHEREAS, both COUNTY and INDYCAR agreed to cancel the 2020 Event, scheduled for September 18-20, 2020, due to the COVID-19 pandemic and the subsequent state and county mandate to not allow spectators.
2. Section 4.3 “Sanction Fee” shall be amended to remove “...\$1,500,000 for the 2020 Event” and replace it with “...\$0.00 for the 2020 Event”.
3. WHEREAS, both COUNTY and INDYCAR agree that COUNTY fulfilled the original payment schedule of \$1,000,000 towards the 2020 Event to INDYCAR.
4. WHEREAS, INDYCAR has agreed to refund \$400,000 of the \$1,000,000 to COUNTY and retain the remaining \$600,000 towards the \$1,500,000 fee due for 2021 Event.
5. Section 5.2 “Payment” shall be amended as follows:

<i>Event</i>	<i>Annual Sanction Fee</i>	<i>Payment Due Date</i>	<i>Sanction Fee Payment</i>
2021	\$1,500,000	Paid by County	\$600,000
		On or before July 16, 2021	\$400,000
		On or before August 16, 2021	\$500,000

6. WHEREAS, INDYCAR shall provide COUNTY with a new promotional IndyCar by August 1, 2021 to be used for marketing the 2021 INDYCAR Event, with the ability to move the promotional car to three interior or secure areas (in market locations) at INDYCAR’S expense.

6.1 COUNTY to provide plan in advance to INDYCAR with specific details regarding the use of the promotional IndyCar, as outlined in the 02/2021 Showcar Program Overview.

7. Except as provided herein, all remaining terms, conditions and provisions of the EVENT AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the EVENT AGREEMENT.

8. A copy of the AMENDMENT #1 shall be attached to the original AGREEMENT signed July 17, 2018.

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

COUNTY OF MONTEREY

INDYCAR, LLC


Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

DocuSigned by:


Deputy Auditor/Controller

Dated: _____

Dated: 4/2/2021 | 1:38 PM PDT

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

Approved as to Liability Provisions:

DocuSigned by:

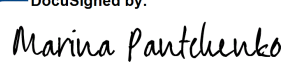

Risk Management

Printed Name and Title

Dated: 4/1/2021 | 2:36 PM PDT

Dated: _____

Approved as to Form:

DocuSigned by:


Deputy County Counsel

Dated: 4/2/2021 | 1:30 PM PDT

*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.