

**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

Decided by:
Michael Derr
Contracts/Purchasing Officer

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

Approved as to Fiscal Provisions:
Decided by:
Gary Gilmorey
Deputy Auditor/Controller

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

Approved as to Liability Provisions:
Decided by:
[Signature]
Risk Management

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

Approved as to Form:
Decided by:
Marina Pantchenko
Deputy County Counsel

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

INDYCAR, LLC

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

Michael Monti
Printed Name and Title

Dated: 4-29-21

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

ANGELA BRONNUS
Printed Name and Title

Dated: 5-4-21

*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.