

## 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:  
SmartWAVE Technologies, LLC  
\_\_\_\_\_,  
(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:**

Electronic Flagging System Support

### 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: \$ 150,000.00

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 1, 2021 to December 31, 2023, 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:** Events and Dates  
Exhibit C, Services and Pricing

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 for 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 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:

11.01 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), or sexual orientation, 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 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.

#### 14.0 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:

<b>FOR COUNTY:</b> Lavonne Chin, County Representative	<b>FOR CONTRACTOR:</b> Al Brown, President
Name and Title 168 W. Alisal Street, 3rd Floor Salinas, CA 93901	Name and Title 2662 Holcomb Bridge Rd Suite 340 Alpharetta, Georgia 30022
Address (831) 759-7214	Address (678) 730-1950
Phone:	Phone:

#### 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **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.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **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.
- 15.04 **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.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **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.



- 15.07 **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.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **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.
- 15.13 **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.
- 15.14 **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.
- 15.15 **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.
- 15.16 **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.
- 15.17 **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.

16.0 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: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup> \_\_\_\_\_  
DocuSigned by:  
*Marina Pantchenko*  
65EE9F1502BD412...  
County Counsel

Date: 4/1/2021 | 3:27 PM PDT

Approved as to Fiscal Provisions<sup>2</sup> \_\_\_\_\_  
DocuSigned by:  
*Gary Giboney*  
D3834BFEC1D8449...  
Auditor/Controller

Date: 4/1/2021 | 3:31 PM PDT

Approved as to Liability Provisions \_\_\_\_\_  
DocuSigned by:  
*[Signature]*  
2EF8DC76EE5547F...  
Risk Management

Date: 4/1/2021 | 3:02 PM PDT

**CONTRACTOR**

SmartWAVE Technologies, LLC  
Contractor's Business Name\*

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

*AL BROWN / CEO*  
Name and Title

Date: *1/15/2021*

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

*Kevin J Brangers, CFO/COO*  
Name and Title

Date: *1/15/2021*

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required  
<sup>2</sup>Approval by Auditor-Controller is required  
<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9



**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 April 1, 2021 (the "Agreement"), by and between the County of Monterey ("County") and the SmartWAVE Technologies, LLC ("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 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 are Exhibits A, B and C.



**Exhibit A**  
**Scope of Contractor Services**

The CONTRACTOR will provide the following services at the direction and in cooperation with LSRA MANAGER.

**I. STATEMENT OF CONTRACTOR'S SERVICES**

CONTRACTOR shall provide electronic flagging system functionality, basic troubleshooting, EFS network analysis, monitoring and related IT services to support track operations. Event dates are specified in Exhibit B.

CONTRACTOR response and pricing shall be outlined per Exhibit C.

**II. SCOPE OF WORK**

CONTRACTOR has been approved to be a servicer of the Electronic Flagging System (EFS) for the Laguna Seca Recreation Area / WeatherTech Raceway Laguna Seca for the term of this Agreement. CONTRACTOR shall provide all labor, equipment, material and supervision to maintain the EFS system, which includes adding, removing or expanding system capabilities as County requires. The CONTRACTOR confirms to be an expert in this field of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations, codes and municipal requirements and the CONTRACTOR further acknowledge that the COUNTY is relying on this expertise.

1. CONTRACTOR shall always maintain in full force during the performance of this Agreement insurance covering all its operations as set forth in Article 9.0 of the Agreement.
2. CONTRACTOR agrees to provide the COUNTY with the necessary supplies and services for event needs. Event needs shall include remote and/or onsite support for premier events (See Exhibit C). Event supplies shall include replacement parts or upgrades to maintain EFS operations (See Exhibit B).
3. CONTRACTOR will adhere to all site requirements that include access, parking, hours of operation, screening of staff that includes background checks or health screening.
4. CONTRACTOR may use technology to remotely monitor and maintain system.
5. CONTRACTOR will work with current light, software and hand controller manufacturer, RaceAmerica or future manufacturers to obtain the appropriate parts, software, and updates as needed to keep system in good working order.
6. CONTRACTOR shall document all changes and provide a report of related work completed via email to LSRA Manager.

7. CONTRACTOR shall coordinate all system frequency changes with County prior to implementation or modifications.
8. CONTRACTOR shall monitor system for errors, disconnects and EFS network issues.
9. For premier events, CONTRACTOR shall conduct system health check to verify systems integrity 48 hours prior to first event day. Health checks shall include: Network connectivity to each radio, network up time, network errors, each device is reachable via network, lights are functioning correctly and EFS software is communicating correctly with lights.
10. CONTRACTOR shall keep an inventory of spare parts to replace system components in the event of failure or damage. Spare parts should match system design and be interoperable with each other. List of parts include: (See Exhibit B)
11. Prior to completing any work that is not covered by standard service level agreement (See Exhibit C), CONTRACTOR shall obtain approval from LSRA Manager.
12. CONTRACTOR agrees to supply LSRA Manager with the requested services during any event within the Laguna Seca Recreation Area facility during the term of this Agreement. Event types include premier events, track rentals, facility rentals, and other non-premier events. The 2021 Laguna Seca Recreation Area / WeatherTech Raceway Laguna Seca premier event schedule is as follows:

April 29-May 2	Trans Am SpeedFest
July 9-11	GEICO MotoAmerica Superbike SpeedFest at Monterey (TBC)
July 16-18	AHRMA Monterey Classic MotoFest (TBC)
August 7-8	Monterey Pre-Reunion
August 12-15	Rolex Monterey Motorsports Reunion
September 10-12	Hyundai Monterey Sports Car Championship (TBC)
September 17-19	Firestone Grand Prix of Monterey

\*Event names and dates are subject to change. 2022 season calendar will be provided when available.  
\*\*Certain events may not require CONTRACTOR's services and notification will be made 45 days in advance by LSRA Manager.

**General Requirements:**

1. CONTRACTOR confirms to be an expert in this filed of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations, codes and technical requirements requested.
2. CONTRACTOR further acknowledges that the COUNTY is relying on this expertise to enter into this Agreement and for provision of these services.
3. CONTRACTOR shall attend both a Pre-Event and Post-Event meeting with LSRA Manager to provide an overview of each event and ensure that all County-requested deliverables are reviewed,



understood, and completed to County's satisfaction.

4. CONTRACTOR shall provide a single point of contact (POC) for each event and shall provide POC name and contact information to LSRA Manager.
5. CONTRACTOR shall provide an installation schedule for all IT work requested, by event, which LSRA Manager shall review and approve in advance of commencing work for each event.
6. CONTRACTOR'S POC shall be available to respond to questions, inquiries and attend meeting with vendors about CONTRACTOR'S IT related work to EFS.
7. CONTRACTOR shall assign a project manager for the duration of this Agreement.
8. CONTRACTOR shall provide courteous, professional IT services to all County, LSRA Manager and vendor staff, and Laguna Seca customers, sponsors, patrons and vendors.
9. CONTRACTOR shall mark work areas with safety cones and caution tape.
10. CONTRACTOR shall adhere to COUNTY site access procedures, a copy of which will be provided to CONTRACTOR before each event specified in Exhibit B.
11. CONTRACTOR shall procure LSRA Manager's written consent to any sub-contracting work, staff, or any other services brought in by CONTRACTOR to support an event as required of this Agreement.
12. CONTRACTOR shall maintain a clean working environment and remove trash/debris daily.
13. CONTRACTOR shall meet with County's IT Representative or LSRA Manager daily during each event and shall provide an overview of work to be completed.
14. During each event, CONTRACTOR shall be available to LSRA Manager, during the hours of the event, with staff capable to resolving EFS issues on-call.
15. CONTRACTOR shall provide a contact list for CONTRACTOR'S staff working each event. CONTRACTOR'S contact list shall include: Main Point of Contact, second point of contact, an escalation path, Help Desk number, on-call number, and on-call procedure for EFS support.
16. CONTRACTOR will replace any broken EFS network hardware or wireless hardware with County spares. In the event there are no spares available, CONTRACTOR shall install its own equipment and shall remove its equipment once an event is over.
17. CONTRACTOR shall inform County of any permanent modifications needed to the County's EFS network, buildings, structures, wiring, voice and data infrastructure, and shall obtain

County's written approval of modifications, prior to any modifications being made.

18. CONTRACTOR shall log all EFS network related changes to include but not be limited to: Service Set Identifier (SSID), Virtual local area network, Internet protocol addresses and routing.
19. CONTRACTOR shall provide EFS network monitoring throughout the event for wired and wireless connectivity to ensure proactive resolution of issues and outages.
20. CONTRACTOR shall perform frequency monitoring to prevent interference on wireless services.
21. CONTRACTOR shall coordinate and perform wireless radio frequency coordination with all entities, including County, to ensure transmission of wireless has no interference.
22. CONTRACTOR shall provide all equipment necessary to support EFS.
23. CONTRACTOR event pricing for EFS services shall be submitted to the LSRA Manager for approval prior to each event.
24. In the event CONTRACTOR requests the assistance of County IT staff, or in the event that County determines that County IT staff are needed, CONTRACTOR will work with County to fix, troubleshoot, repair, install any technology needed to restore Laguna Seca EFS network service and to rectify all IT issues.
25. In the event of a major Laguna Seca EFS network outage that requires immediate repair, CONTRACTOR shall contact County Representative and shall make a recommendation. County shall determine, in its sole discretion, how to address Laguna Seca EFS network repair. County reserves the right to authorize CONTRACTOR to make repairs, as specified by County or County may hire other contractors to make repairs.
26. CONTRACTOR shall provide a list of staff names and photos that require race credentials for LSRA Manager approval.

**Post-Event Deliverables:**

1. CONTRACTOR shall revert all changes made to the Laguna Seca EFS network in connection with an event to the original pre-event state.
2. CONTRACTOR will ensure all Laguna Seca IT closets are closed, locked and secure each day of each event, and after the conclusion of each event.
3. CONTRACTOR shall return all wiring, IT closets, voice and data infrastructure changes made in connection with an event back to its original pre-event state.
4. Should the CONTRACTOR require use of County owned devices, such as network switches and wireless access points during events, CONTRACTOR shall confirm that all County owned



devices are accounted for and returned to the County after each event. CONTRACTOR shall reimburse the County for any damaged or unreturned County owned devices.

5. CONTRACTOR shall provide a final event invoice to LSRA Manager within fourteen (14) days after each event. CONTRACTOR'S invoice shall include all work and tasks completed for the contracted event, as specified below.

### **III. SCHEDULE**

1. CONTRACTOR shall be onsite as defined in quote
2. CONTRACTOR shall be onsite during event hours
3. CONTRACTOR shall be onsite after each event, as needed, to fulfill CONTRACTOR'S obligations as specified in this Scope of Work
4. Number of days onsite to be confirmed 30 days prior to scheduled event.

### **IV. PRICE**

- a. CONTRACTOR shall invoice County after each event. CONTRACTOR'S invoices shall specify, for each IT service provided, the parts used and cost of each. There shall be no premium for services performed after ordinary business hours, on weekends, or holidays.
- b. Invoices shall be mailed to:  
County of Monterey  
1021 Monterey-Salinas Hwy  
Salinas, CA 93908  
Attn: Accounts Payable
- c. There shall be no travel reimbursement allowed during this Agreement.
- d. County shall pay CONTRACTOR within 45 days of receiving an approved detailed invoice by the Auditor-Controller's Office.
- e. County may, at its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- f. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- g. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- h. **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractor.

### **Contractor Payment Provisions**

CONTRACTOR to complete County documentation necessary to have an open Purchase Order with the County for payment of the actual fees. CONTRACTOR is to be reimbursed, through the County's standard processes, upon County's and LSRA Manager's receipt of necessary invoices evidencing the fee incurred by CONTRACTOR.

County and CONTRACTOR agree to negotiate pricing modifications for the 2022 season prior To June 1, 2021, with annual increase not to exceed 3.5%.

### **County Responsibilities**

COUNTY OR ITS AGENT shall provide CONTRACTOR with a mutually agreed upon number of worker passes and delivery passes, subject to written request, received by the Operations Office no later than ten (10) days prior to any facility event.

### **Force Majeure**

County and CONTRACTOR shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Agreement by virtue of governmental regulations or order, or by strike or war (declared or undeclared), pandemic or other health emergency, or other calamity such as fire, earthquake, hurricane, flooding, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control.

CONTRACTOR acknowledges notice that County may terminate this Agreement at any time if the Laguna Seca Recreation Area and facilities are required by County's grantor of the property hereunder, the United States of America, for the national defense.

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



## **Exhibit B**

### **Events and Dates**

The following events and dates are tentatively scheduled and are subject to change. Some events may not require IT service, while others require more. CONTRACTOR must coordinate each event with County to identify the following major milestones: load-in, load-out, EFS network live, decommission/teardown, and closeout.

#### **2021 Race Events:**

April 29-May 2	Trans Am SpeedFest
July 9-11	GEICO MotoAmerica Superbike SpeedFest at Monterey (TBC)
July 16-18	AHRMA Monterey Classic MotoFest (TBC)
August 7-8	Monterey Pre-Reunion
August 12-15	Rolex Monterey Motorsports Reunion
September 10-12	Hyundai Monterey Sports Car Championship (TBC)
September 17-19	Firestone Grand Prix of Monterey

Schedule is subject to change. 2022 schedule will be provided as soon as it becomes available.

**\*\*\*END EXHIBIT B\*\*\***

**Exhibit C**

**Services and Pricing**

*See attached price sheet*



Project: IMSA Race - 2021 Flagging System Event Support  
 Roberta Cristi  
**Laguna Seca Raceway**  
 1021 Monterey Salinas Highway  
 Salinas, CA 93908  
[CristiR@laquna-seca.com](mailto:CristiR@laquna-seca.com)



**SmartWAVE Technologies**  
*Enabling the Wireless Generation*

**\*\*\*ALL PRICES ARE GOOD FOR 30 DAYS FROM DATE OF QUOTE\*\*\***

<u>MATERIAL / EQUIPMENT DESCRIPTION</u>	<u>MANF. PART #</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>
<b>Equipment Spares</b>				
Point-to-MultiPoint Base Station; 4.9 - 6.2 GHz 14 dBi 802.11ac 4x4 MU-MIMO OFDM up to 256 QAM Wi-Fi Quad panel; IP67 rated	A5c	1	ea	\$699.00
CPE - 4.9 - 6.2 GHz; 20 dBi; 802.11ac 2x2 MU-MIMO Wi-Fi CPE; 500Mbps + aggregated IP Throughput	C5x	1	ea	\$95.00
Management Router PoE - 5 Gig with 24/48V PoE	SWERPOE5	1	ea	\$227.50
5 Port Gigabit 48VDC PoE Switch	SW5GNC-OUT48	11	ea	\$261.00
Outdoor Switch Enclosure	SWENCL	11	ea	\$37.00
CAT6 Cabling Materials, connectors, ground wire (For Support Purposes Only)	SWCAT60D	1	ea	\$375.00
POE Surge Protection 100/1000Mbps	SWCMJPOE8a	7	ea	\$74.00
Shipping, grounding, weatherproofing, Patch Cables, misc and consumable items - Per Onsite Event	SWMISC	5	ea	\$200.00
<b>Professional Services Support</b>				
SmartWAVE and Race America Technical Support - Remote Support - Per Day	SW-RA-RMSPT-1DY	27	ea	\$500.00
Technical Support (Per Day) - Onsite Network Technician + Remote Network Engineer	SWSPPTONSITE	15	dy	\$1,500.00

**PRICING**

<b>Materials/Equip</b>	\$6,192.50
<b>Professional Svcs</b>	\$36,000.00
<b>Tax (9.25%)</b>	\$572.81
<b>GRAND TOTAL</b>	<b>\$42,765.31</b>

**Pricing Notes:**

- Taxes are included.
- Payment Terms are Net-30 upon receipt of an invoice.
- SmartWave will retain ownership of the equipment until payment is made in full.
- Professional Services include remote and on-site technical support. Remote support includes RaceAmerica Support.
- Price only includes 1 spare for each type of network electronics. Additional items will be charged at cost plus 20%.
- Price includes 1 extra day of remote support for each on-site support event to prepare for event services.
- Price assumes no physical modification of current design is required. This is support of existing configuration only.
- Price assumes the following number on on-site and remote support days per event:

<b>Name of Event</b>	<b>Days Onsite</b>	<b>Days Remote</b>
IMSA Monterey SportsCar Championship [SmartWAVE On-site]	3	4
Trans Am SpeedFest		4
MotoAmerica Superbike SpeedFest at Monterey [SmartWAVE On-site]	3	4
Event TBD		3
Monterey Pre-Reunion [SmartWAVE On-site]	2	3
Rolex Monterey Motorsports Reunion [SmartWAVE On-site]	4	5
Firestone Grand Prix of Monterey [SmartWAVE On-site]	3	4
<b>Summary of Days Required</b>	<b>15</b>	<b>27</b>