

**AGREEMENT  
FOR  
SPECIAL EVENT**

**Dates of Event: October 7 - 10, 2021**

This Agreement for Special Event between Sea Otter Classic, Inc., (USER) with its principal place of business located at 215 West Franklin Street, Suite #214, Monterey, CA 93940 and the County of Monterey (COUNTY), a political subdivision of the State of California, with its principal place of business at 168 West Alisal Street, 3<sup>rd</sup> Floor, Salinas, CA 93901 is entered into and is effective as of February 22, 2019. USER and COUNTY may be referred to herein as “party”, or collectively as the “parties.” In its discretion, COUNTY may designate an agent to act on behalf of the County with respect to the obligations and responsibilities set forth in this Agreement. Despite any election to designate an agent, the County remains responsible for all final decisions, rights and obligations under this Agreement.

WITNESSETH:

1. USER desires to secure from COUNTY certain rights and privileges and to conduct the following described activity upon certain premises, and with the Sea Otter Classic Sports Festival, during the period of an event, to be held at the Laguna Seca Recreation Area located in Monterey County, California, beginning on October 7, 2021 and ending on October 10, 2021.
2. COUNTY hereby grants to the USER the right to occupy Laguna Seca Recreation Area subject to the terms and conditions of this agreement and the Facility Use Agreement with the County of Monterey dated December 22, 2016.
3. USER agrees to pay to COUNTY for the rights and privileges hereby granted, the amounts and in the manner set forth in the Facility Use Agreement.
4. USER agrees to deposit with COUNTY a cash bond as outlined in the Facility Use Agreement.
5. A Special Use Event Application, attached to this agreement, has been completed and submitted by the USER to COUNTY at least two (2) weeks prior to the execution of this agreement. This aforementioned application includes the reasons why the proposed event is considered compatible with the use of the Laguna Seca Recreation Area, list of fees and charges proposed, methods for collecting special use fees, maximum attendance at event, methods of limiting attendance, items to be sold at said event, individual(s) responsible for event, parking arrangements, fire and police protection, etc. Execution of this agreement constitutes an approval of the Special Use Event Application, Exhibit A, attached and all statements therein made become a part of the terms and conditions of this agreement.
6. The USER agrees that any authorized representative of COUNTY including its agent shall have access to said premises at all times.
7. It is mutually agreed that this agreement and the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of COUNTY.
8. **INSURANCE & EVIDENCE OF COVERAGE.** Prior to commencement of this Agreement, USER shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained as outlined in the Facility Use Agreement, with the addition of the following endorsements added: County of Monterey, its officer’s agents and employees as well as A&D Narigi Consulting LLC, its officer’s agents and employees as named additional insured.

9. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereto, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

10. All Rules and Regulations set forth in Exhibit B, are hereby made a part of this agreement, and the USER agrees that it has read this agreement and said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing by the parties hereto.

11. In the event the USER fails to comply in any respect with the terms of this agreement and the Rules and Regulations incorporated herein, all payments for this concession space shall be deemed earned and nonrefundable by COUNTY, and COUNTY shall have the right to reenter and use the space in any manner deemed in the best interests of COUNTY.

12. USER agrees to abide by County health mandates as it relates to COVID-19 protocols and any variations made by USER needs to be submitted to and approved by County Doctor.

13. This agreement is not binding upon COUNTY until it has been duly accepted and signed by its authorized representative.

14. Special Provisions: Three (3) pages of special provisions are incorporated in this agreement by this reference.

15. Plans: Three (3) pages of plans are incorporated in this agreement by this reference. Plans must be submitted no later than August 12, 2021.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto the day and year first above written.

USER:  
By Frank Johanna

Date 02/19/21

Name FRANK JOHANNA

Title CEO

COUNTY:  
By Dewayne Woods

Date 02/25/2021

Name Dewayne Woods

Title Assistant CAO

Address 215 W. Franklin St., Suite #214  
Monterey, CA 93940

- Attachments:
- Exhibit A Special Event Application
  - Exhibit B Rules and Regulations Governing Concessions at Special Events

**The 2021 Sea Otter Classic**  
**Laguna Seca Recreation Area**  
**October 7 - 10, 2021**

**SPECIAL PROVISIONS for**  
**Facilities Use**  
**2021 Sea Otter Classic**

**I. AGENCY CONTACT**

- A. USER is responsible for contacting and obtaining all necessary permits, authorizations, etc., from State, Federal, and appropriate County agencies. This may include, but is not limited to, the Salinas Rural Fire District, California Highway Patrol, Federal Aviation Administration (for both Drone operations and helicopter landings), Monterey County Public Health and Sheriff's Departments, Cal Trans, and the U.S. Army/Bureau of Land Management (BLM) for access to Fort Ord/BLM property.
- B. USER will furnish copies of all permits or authorizations from outside agencies, including the Army, BLM and FAA, if appropriate, to COUNTY at least two weeks prior to the event.

**II. FEES**

- A. All fees and charges are due according to the payment schedule in the Facility Use Agreement.
- B. USER will supply all staffing necessary to collect established fees for the event.
- C. USER shall provide COUNTY the opportunity to have two (2) 10'x 10' vendor booths at the event at no cost to COUNTY and as outlined in the Facility Use Agreement.
- D. If the event is cancelled, USER is responsible for all refunds that may apply and will hold the COUNTY and LSRA Operator harmless as to any claims by anyone who has a refund of such pre-payment for admission, participation in the event or any other payment.
- E. \$6,000.00 fee for the use of the entire track and paddock on Wednesday, October 6, 2021. USER will have the first right to reserve that day each year of the Facility Use Agreement, rate per year based prevailing rates. It is the policy of Laguna Seca that the daily track rental begins at 7:00am. In support of the Sea Otter relationship, COUNTY is willing to adjust this time to reflect the track being available to Sea Otter beginning at 7:00pm on Tuesday, October 5, 2021.
- F. USER shall pay to have the Bubba Burger trailer moved out of the Lakebed Event Area for the duration of the event and pay to return it to the original location following the event if needed. Fees due will include transportation and electrical hookup work and shall be actual cost to County with no markup. The trailer will be moved out prior to Friday, October 1, 2021, and returned after Wednesday, October 13, 2021.

**III. CAMPING**

- A. USER understands that Laguna Seca Recreation Area shall be closed to camping by those not associated with the event.
- B. A maximum number of eight (8) persons and two (2) vehicles may occupy each campsite.

**IV. PARKING AND TRAFFIC CONTROL**

- A. Parking and traffic control within the park is the responsibility of the USER during the event.

- B. All signage necessary to execute the Parking and Traffic Control Plan is the responsibility of the USER. No directional or informational signs may be attached to permanent park signs.
- C. The placement of all traffic control devices, i.e., barricades, cones, etc., are the responsibility of the USER. The USER may appoint a representative that may assist with these items as able.
- D. USER will see that no chase vehicle or support vehicles will be driven on established lawn area or off-road areas within the park (approved parking areas are excluded). To obtain access by any said vehicle to an off-road area within the park, USER or his/her representatives will first contact the COUNTY Representative. All such vehicles shall have a pre-approved identification plaque.
- E. California Highway Patrol (CHP) will manage at their discretion traffic on Highway 68 as needed for the event. USER will contract with CHP.

**V. CLEAN UP AND SANITATION**

- A. Any areas considered private or not open to the public will be maintained by the USER. In addition, all costs associated with such areas will be borne by the USER.
- B. COUNTY will provide all permanent restrooms and all available portable chemical toilets (129 regular units & 18 ADA units) to USER at no additional charge. COUNTY shall provide, at their cost, additional chemical toilets for the event per Monterey County Health Department requirements. The chemical toilet provider the USER contracts shall provide cleaning, stocking, servicing and pumping service for all chemical toilets at the expense and responsibility of the USER. USER shall maintain all permanent facility-owned restrooms facilities during the event.
- C. COUNTY will provide USER with a relatively litter and trash free event site. USER will be responsible for all litter and trash control and recycling during and cleanup after the event. Should COUNTY be required to empty trash cans or pick-up excessive litter after USER's event, USER will be billed for such service. COUNTY will order no more than ten (10) dumpsters from Waste Management for the event. Under a separate agreement between Monterey County and Waste Management, USER will not be charged a fee for the delivery, emptying and removal of the dumpsters.
- D. The Monterey County Health Department requires a Recycling Plan for waste products generated by the event including plastic, aluminum, cardboard, cooking oils and organic waste. Please consider methods by which this may be accomplished, and include in your Sanitation Plan.
- E. It is the responsibility of the USER to provide grey water disposal facilities in food concession areas as required by the Monterey County Health Department.
- F. It is the responsibility of the USER to provide portable hand wash facilities in food concession areas as required by the Monterey County Health Department.

**VI. IMPACT ON TRACK OPERATIONS AT LAGUNA SECA RECREATION AREA**

- A. It shall be the USER's responsibility to conduct their pre-event and event activities so as to have a minimal impact on track operations.
- B. COUNTY shall, to the best of its ability, plan any facility improvements to minimize impact on planned event operations.

**VII. FACILITY DAMAGE**

- A. Any changes or alterations to the park facilities or grounds must have prior written approval from COUNTY. All changes, alterations, or damage resulting from the USER'S activities must be restored, repaired and/or replaced after the event to the satisfaction of COUNTY.

- B. A representative from the COUNTY and the USER will conduct a pre-event facility inspection 5 days prior to the event and post-event facility inspection no later than 4 days following the event of all facilities, grounds and areas to be used as part of the event.
- C. On October 4<sup>th</sup> and 5<sup>th</sup> (weather pending) 7:00am - 4:00pm, if the Range is not in operation, USER will have a security person in place, or the gate will be locked, at the bottom of B Road during setup and while dirt is being moved. No vehicles shall be allowed to enter the park at the B Road entrance.
- D. Control measures to minimize potential erosion damage from event participants and spectators to the park grounds will be provided at the USER's expense: including temporary fencing around sensitive areas, security staff and signage of event areas as determined by COUNTY. Erosion damage will be repaired at the USER's expense under COUNTY supervision no later than one week after the event. USER will have equipment and materials, i.e., tools, seed, straw, on-site prior to the conclusion of the event.

**VIII. WRLS SOUVENIR STORE**

COUNTY operates a souvenir store which may be scheduled to be open during your event. If you feel the store will conflict with your event, please contact the Director of Operations at (831) 242-8222 if you need to discuss this issue.

**IX. ADVERTISEMENT**

- A. COUNTY maintains a marquee on Highway 68 which displays special event information for a maximum of three (3) weeks, September 20<sup>th</sup> - October 10<sup>th</sup>, 2021.
- B. All banners and signs and their method and location of display, must be reviewed by COUNTY and will be produced at the USER's expense.

**X. MISCELLANEOUS**

- A. Public access to the Rifle Range will not be maintained during the event. The Rifle Ranges will be closed to the public Friday, October 1, 2021, through Tuesday, October 12, 2021.
- B. USER must furnish his/her own tables and chairs for the event. If tables and chairs are available in individual facilities, available tables and chairs may be used within those facilities, but are not to be removed from each individual facility. Only on-site picnic tables will be furnished by COUNTY. All picnic tables, if moved for your event, must be returned to original locations after the event.
- C. COUNTY must be furnished a preliminary list and location map of all vendors associated with your event no later than three (3) weeks prior to your event. This list must include food, merchandise and information vendors. The final list and location map of all vendors associated with the event must be received no later than one (1) week prior to the event.
- D. The Facility is provided "as is". USER understands that if the expertise of LSRA staff is requested outside of the facility pre inspection, post inspection and a reasonable amount of time for the agreement the rate will be \$70.00 per hour. Unskilled labor can be made available at \$40.00 per hour. Any equipment required would be charged at the retail value cost.
- E. In accordance with guidelines established by the Laguna Seca Interagency Coordination Committee, the COUNTY Communications Center is required to be staffed and operational during the event and its operation must be part of the Communication Plan. Cost of operation of this facility shall be borne by the USER. Restricted use of the COUNTY Communications Center, its built-in equipment including remote antennas, repeaters, etc. (no guarantee of coverage in back country), fixtures, radios, radio chargers and utilities beginning at 6:00 a.m. - 6:00 p.m. Thursday, October 7<sup>th</sup>, Friday, October 8<sup>th</sup>,

Saturday October 9<sup>th</sup>, and Sunday, October 10<sup>th</sup>. Communications labor estimated at three (3) dispatchers for 12 hours each day to be contracted and paid directly. Six (6) festival passes to be given to Communications Director prior to Thursday, October 6<sup>th</sup>.

**PLANS**

A. In order to help ensure that your event is successful from an operational standpoint, COUNTY, together with other County agencies, may require that you develop and supply to us certain plans. These plans will address one or more of the following aspects of your event per County requirements. They may be composed of, but are not limited to, maps, narrative descriptions, other agency correspondence, applications, licenses, etc. Plans required for your event are checked as follows:

- |          |    |                          |
|----------|----|--------------------------|
| <u>X</u> | a) | Site Development Plan    |
| <u>X</u> | b) | Parking and Traffic Plan |
| <u>X</u> | c) | Communications Plan      |
| <u>X</u> | d) | Sanitation Plan          |
| <u>X</u> | e) | Camping Plan             |
| <u>X</u> | f) | Medical Plan             |
| <u>X</u> | g) | Security Plan            |
| <u>X</u> | h) | Disabled Access Plan     |
| <u>X</u> | i) | Animal Control Plan      |
| <u>X</u> | j) | Recycling Plan           |

B. USER is responsible for securing planning, building and encroachment permits from the County Resource Management Agency (RMA.) It is recommended that the USER contact RMA a minimum of 90-180 days in advance of EVENT to allow plenty of time for the process and to avoid penalty fees. RMA may assess penalty fees for anything less than 60 days in advance.

C. If possible, all required information should be contained on a single map with accompanying narrative descriptions. This determination will be dependent in large part on the size and complexity of your event.

D. The following will give you some idea of what various plans are expected to contain. All items may not be applicable to your event.

**I. SITE PLAN**

This plan should be an overview of your entire activity area on a map. Elements of other plans may appear on this map. In addition, you may want to include some narrative descriptions. Your plan may include locations of:

- |                                  |                                      |
|----------------------------------|--------------------------------------|
| a) Stage(s)                      | i) Medical Services                  |
| b) Vendors Area                  | j) Communications Tent               |
| c) Tents and their function      | k) Alcohol Sales Location            |
| d) Different Activity Areas      | l) Drinking Water Locations          |
| e) Entry Points (access control) | m) Permanent Restroom                |
| f) VIP Areas                     | n) Event Registration                |
| g) Ticket Sales                  | o) Handicapped (Disabled)<br>Parking |
| h) Parking Areas                 | p) Fuel Storage Area                 |

**II. COMMUNICATIONS PLAN (A Narrative)**

- A. Include a brief statement stipulating what type of event is being conducted and estimates of attendance.
- B. Identify individuals responsible for coordinating special event communications including contact phone numbers.
- C. Identify specific period in which special event communications will be conducted including dates and specific hours of operation.
- D. Identify who/what organization will be providing basic communication services for the event. Include a statement explaining personnel training and level of experience.
- E. Provide location(s) and generalized description of communication facilities to be utilized during the event including location of dispatch center.
- F. Identify Monterey County public safety agencies and organizations participating with USER (e.g. Sheriff, EMS, Fire District, California Highway Patrol, etc.)
- G. Include a statement regarding how the event communications operation will interface with the County Public Safety Communications system in the event of a major emergency or disaster. An Incident Command Post must be established.
- H. Include a listing of frequencies to be used by site coordinators during the event. A list of radio call signs that will be used must be included should interagency coordination be required during a major emergency.
- I. A listing of on-site phone numbers for contacting the event communications center and communication coordinators in the event of an emergency.
- J. A statement providing special operational information relating to event communications as needed.

**III. MEDICAL PLAN**

USER shall complete a Medical Plan form for submittal to the County Office of Emergency Services (EMS) and Monterey County Regional Fire District for approval.

**IV. PARKING AND TRAFFIC CONTROL PLAN**

- A. List names of persons responsible for parking and traffic control with their work schedules.
- B. On a map, show the traffic plan patterns within the park at different stages of your event. Differentiate between general traffic routes and VIP, vendor, or participant routes, if applicable.
- C. On a map, denote the areas of the facility to be parked, how they will be identified, and in what order they will be parked.
- D. Show any access control points, i.e., ticket sales, ticket check, will call, etc.
- E. If CHP or Sheriff's Department will be involved in this aspect of your event, so note together with their work schedules.

**V. SANITATION PLAN**

- A. The Sanitation Plan will be completed by the USER.

- B. On a map show the location of various groupings of chemical toilets as they will be distributed. Show location of all permanent restroom facilities in the event area.
- C. The permanent facilities open to the public serving your event area will offset the number of chemical toilets that may be required for your event.
- D. Include the name of the company, contact person, phone number, the date that chemical toilets will be moved into place per the Sanitation Plan and the date they will be removed or returned to their original location.

**VI. CAMPING PLAN**

- A. List names of persons responsible for this aspect of your event together with their work schedules.
- B. Using a map show the areas of the park to be camped, times and dates of occupancy and how you will identify different areas, i.e., "A" Camp, "B" Camp, VIP, vendors, overflow, etc.
- C. Explain how campers are to be assigned to a particular site or area, how it will be accomplished and how many campers will occupy any given area.
- D. Explain how you will deal with early arrivals for your event.

**VII. SECURITY PLAN**

There are two primary factors to the development of this plan.

- A. First, there are the security requirements that you will want for various aspects of your event (i.e., general crowd control, entry point management, equipment, vendor booths, alcohol sales, etc.). Pre and post event security for equipment, vehicles, vendor booths etc., should also be planned. Your plan should clearly state:
  - 1) The name(s) of persons responsible for this aspect of your event together with their work schedules and how they can be contacted.
  - 2) The total number of security personnel, their assignments, how they will be communicated with, how will they be identified, and their work schedules.
- B. Second, there are the security requirements that others will require of you in order for your application to be approved. Normally these requirements will come from the County and Sheriff's Department, who have jurisdiction within the Laguna Seca Recreation Area.
- C. The Sheriff's Office may require that you furnish additional security or security information. The determination of what is acceptable will be determined by the Sheriff's Office. Should the Sheriff's Office require that one or more of their units be on site during the event, you are required to fill out an "Application for Special Police Protection." This form is available through the Sheriff's Office

**VIII. ACCESSIBILITY PLAN**

The plan must describe, in narrative form, numbers and locations of accessible parking and restrooms and accessibility to all areas of the event and how it will be accomplished.

**IX. ANIMAL CONTROL PLAN**

The plan must address, in narrative form, the following: advertisement of restrictions, entrance control, vaccination verification, alternative to bringing pets in the park and temporary holding facility options. Other animal control related issues should be addressed as necessary.