## Attachment B

Amendment #1 American Historic Racing Motorcycle Association

## AMENDMENT #1 TO AGREEMENT COUNTY OF MONTEREY AND AMERICAN HISTORIC RACING MOTORCYCLE ASSOCIATION

**THIS AMENDMENT** #1 is made to the EVENT AGREEMENT for the 2021-2023 AHRMA Classic MotoFest between the American Historic Racing Motorcycle Association, hereinafter "AHRMA", 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 November 16, 2020; and

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

**NOW THEREFORE,** the COUNTY and AHRMA hereby agree to amend the AGREEMENT in the following manner:

1. Exhibit A "EVENT SUMMARY" shall be amended as follows:

DATE OF EVENTS: July 16-18, 2021, July 15-17, 2022, July 14-16, 2023 shall be amended to revise the 2023 event dates to July 13-16, 2023.

EVENT FEES: 2021-\$150,000, 2022-\$160,000, 2023-\$170,000 shall be amended to revise the 2023 event fee as follows:

Four (4) days at 105dB	\$116,800
Lakebed Rental, four (4) days at \$2,000/each	8,000
Purple Parking, three (3) days at \$1,000/each	3,000
Ambulance Service	<u>7,560</u>
Total 2023 Event Fee	\$135,360

- 2. Exhibit B "SERIES OBLIGATIONS" shall be amended as follows:
  - a. "Event Fees" shall be deleted in its entirety and replaced with the following:

\$150,000 (2021), \$160,000 (2022), and \$135,360 (2023) Base Track Rental Fees.

b. Section 2.01 to be deleted in its entirety and replaced with the following:

County to retain the first \$10,000 generated through spectator ticket sales to cover Ticket Sales Staffing, Volunteer Services and third-party ticketing system fees leading up to and throughout the Event. Series to be paid all remaining gross revenue generated from ticket sales. All ticket revenue due to AHRMA to be paid by County no later than 90 days from conclusion of the Event.

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c. Section 2.01.1 shall be added as follows:

A Road to be the main point of entry for the Event. B Road staffing will be limited. Should ticket sales pace increase substantially or there is an influx of traffic, South Boundary Road may be opened at County discretion. All exiting will be via South Boundary Road.

d. Section 4.04 "For Ambulance Resources" shall be deleted in its entirety and replaced with the following:

County to provide, at Series expense, a minimum of two (2) properly staffed ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulances dedicated exclusively to the racetrack activities.

e. Section 4.05 "Spectator Ambulance" shall be deleted in its entirety and replaced with the following:

County to provide, at Series expense, one (1) properly staffed ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulance for spectator area assignment.

- 3. Exhibit D "COUNTY OBLIGATIONS" shall be amended as follows:
  - a. Section 6.07 shall be deleted in its entirety and replaced with the following:

County shall coordinate the Event as a small event per the Use Permit for Laguna Seca Recreation Area, including the following:

- Being added to the Season Schedule and all associated marketing materials.
- Included on County/WRLS website as an Official Event, including ticket sales page.
- iii) Will produce and coordinate official press release and social media posts.

All other marketing and promoting of the Event shall be the responsibility of Series.

- 4. 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.
- 5. A copy of the AMENDMENT #1 shall be attached to the original AGREEMENT signed November 16, 2020.

Date: 2023 | 1:45 PM PDT

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

COUNTY OF MONTEREY	AMERICAN HISTORIC MOTORCYCLE RACING ASSOCIATION
Ryan Bell	By: Signature of Chair, President, or
Administration Operations Manager-LSRA	Vice-President
Dated:	Craig Grantham, Executive Director
Approved as to Fiscal Provisions:	1.
DocuSigned by:	Dated: 5/6/23
2617DD077D65495	
Deputy Auditor/Controller	By: Ollet & newnon
Dated: 5/8/2023   9:58 PM PDT	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	Albert L Newmann, AHRMA Treasurer
	Printed Name and Title
Risk Management	Dated: 5/8/2023
Dated:	
Approved as to Form:	
Michael Whilden	
Deputy County Counsel	

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\*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.