

Attachment A

AMENDMENT #3 TO AGREEMENT COUNTY OF MONTEREY AND CHOURA EVENTS

THIS AMENDMENT #3 is made to the AGREEMENT (Agreement ID: 5/1/19-4/30/24) for the provision of the Temporary Hospitality Structure in the **County of Monterey Standard Agreement** by and between **CHOURA EVENTS**, hereinafter “CONTRACTOR”, 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 AGREEMENT on April 24, 2019; and

WHEREAS, the County and CONTRACTOR amended said AGREEMENT through Amendment #1 dated October 23, 2019 to revise the payment schedule for the 2020 racing season and provided other terms for the protection of the Temporary Hospitality Structure during the period November 1, 2019 through March 30, 2020.

WHEREAS, the County and CONTRACTOR further amended the AGREEMENT through Amendment #2 to replace Exhibit A “Scope of Services” with Exhibit A-1 “Scope of Services” and amend Exhibit B to reflect a reduction in the annual lease expense for years 2021 and 2022 of the lease term.

WHEREAS, the County and CONTRACTOR wish to further amend the AGREEMENT to reflect an Amendment to extend the Agreement Term, replace Exhibit A-1 “Scope of Services” with Exhibit A-2 “Scope of Services” and Exhibit B, Option 1 “Payment Terms” to the County of Monterey Standard Agreement Choura Events.

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

1. Section 2.0 “TERM OF AGREEMENT”, sub-section 2.01, shall be deleted in its entirety and replaced as follows:
The term of this Agreement will be for a period of six (6) racing seasons from April 9, 2019 to October 30, 2024, 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 the County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
2. Exhibit A-1, Scope of Services, shall be deleted in its entirety and replaced with Exhibit A-2, attached.
3. Exhibit B, Option 1: Payment Terms shall be deleted in its entirety and replaced with the following:

For the calendar years 2023 and 2024, County agrees to pay CONTRACTOR the annual lease amount of \$450,000 as follows:

Payment due May 1 \$225,000

Payment due October 1 \$225,000

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT #3 shall be attached to the original AGREEMENT signed April 24, 2019.


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

COUNTY OF MONTEREY

CHOURA EVENTS

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

Dated: _____


Jeff Ginter, General Mgr.
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 4/18/2023



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Deputy Auditor/Controller

By: 

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

Dated: 4/20/2023 | 1:56 PM PDT

Approved as to Liability Provisions:

Jim Miller
Printed Name and Title

Risk Management

Dated: 18 April 2023

Dated: _____

Approved as to Form:



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Deputy County Counsel

Dated: 4/19/2023 | 4:13 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.

EXHIBIT A-2
SCOPE OF SERVICES

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 5.2 CONTRACTOR shall provide temporary hospitality structures according to the following:
- 5.2.1 CONTRACTOR shall provide the following Installation Plan for designated options:
- 5.2.1.1 A dedicated crew of appropriate amount of labor and event professionals on day one of install, as determined by CONTRACTOR.
- 5.2.1.2 Procure and transport all required equipment and materials to WeatherTech Raceway Laguna Seca located at 1021 Monterey Salinas Hwy, Salinas, CA 93908.
- 5.2.1.3 Installation based on the mutually agreed upon scope of work in the designated areas.
- 5.2.1.4 Retain the services of local County contractors, when and where available and/or required.
- 5.2.1.5 Supervise, coordinate, and manage the works of any sub-contractors and trades.
- 5.2.1.6 Company to make best efforts to use County or Agent's suppliers.
- 5.2.1.7 Develop a testing and commissioning plan as per the County build schedule.
- 5.2.1.8 Test and commission all systems, equipment, devices, and cabling in preparation to end-to-end testing.
- 5.2.1.9 All Temporary Structures to be wheelchair accessible (or inclusion of wheelchair/mobility impaired access option in the case of the Grandstands).
- 5.2.2 CONTRACTOR shall provide the following Maintenance Plan for all temporary structures:
- 5.2.2.1 County to facilitate regular cleanings of structures, however CONTRACTOR will assist with cleaning services while onsite.
- 5.2.2.2 CONTRACTOR to complete the following tasks, as needed, by March 30 in preparation for the event season. All such tasks to be approved by Laguna Seca Recreation Area management.
- Confirm ADA elevator is operable.
 - Paint as needed.

- Re-install community rail/table.
- Test and replace broken lights throughout structure.
- Re-install ceiling liner.
- Replace damaged tent sections, as needed.
- Replace grip tape throughout.
- Re-install HVAC hard panels on service side.
- Replace service carpet, as needed.
- Level floor and porch.
- Replace vinyl flooring throughout, as needed.
- Exterior railings cleaned and painted.
- Replace Astro-turf exterior carpet throughout.
- Replace or repair all black draping exterior, as needed.
- ADA ramp floor and grip tape to be replaced, as needed.
- Windows secured.
- Walls, doors, etc., all tight and in working order.
- Check all side straps.
- Re-install any missing panels.

At completion of event season, but no later than December 1, CONTRACTOR to winterize the temporary structure. CONTRACTOR to itemize all work to be performed with cost estimates and present to Laguna Seca Recreation Area management for approval. Upon completion of work, CONTRACTOR to provide a detailed invoice to County for payment. The annual combined cost for event season preparation and winterization of the temporary structure is not to exceed \$50,000.

5.2.2.3 CONTRACTOR will make every effort to replace damaged or insufficient parts in a timely manner for the duration of the season. Maintenance included in quotes is for general maintenance of structure. If parts or materials are damaged while in use by County, other than normal wear and tear, CONTRACTOR will provide a replacement cost of part(s) and labor quote to repair.

5.2.3 CONTRACTOR shall provide the following temporary hospitality structure:

5.2.3.1 15m x 30m (49.21" x 98.43") turn 3, 700 guests, 10,000 SQ.FT.

- 360-degree views – Unobstructed views throughout the entire structure
- Double Decker – Cube structure
- Custom VIP Hospitality Experience on the second floor with private viewings of the track
- Modern elegant entryway
- Elevator
- Elevated Views – Freedom to walk the entire structure with no obstructions
- All Glass and hard Walls based on renderings
- Building will allow for accommodations for up to 700 guests
- Centered Modern Staircase
- Complete with HVAC system
- Contemporary look and style

- Suites can be spaced out depending on size, i.e., six (6) suites at 5m each or three (3) suites at 10m each
- Branding Options Available: Umbrellas, bars, hard walls, banners, top flags, gables, furniture, etc. (price not included in quote)
- Social Media connectivity capability (price not included in quote)
- Hot Spot/Wi-Fi connectivity capability (price not included in quote)
- Custom furniture options available at additional prices to be mutually agreed upon for each event as part of the contract
- Other Options for Entertainment: VIP Suites, Drivers Lounge, Company Lounge, Driver Meetings, Corporate Events

5.2.4 Any changes or upgrades requested by County to the existing design may be subject to additional fees to be mutually agreed upon by County and CONTRACTOR.

CONTRACTOR is responsible to ensure the Temporary Hospitality Structure is 100% ADA compliant.

5.2.5 CONTRACTOR to assist County with any necessary permitting, including events and engineering work, with County being responsible for payment of all expenses relating to the professional services rendered in securing said permits required annually.

5.3 County through Laguna Seca Recreation Area management shall be responsible for the ongoing cleaning of building exterior and interior, including windows, walls, skins and hardware. Costs associated with said cleaning to be borne by County.

5.4 All interior and exterior signage installation and maintenance to be at County's expense.

5.5 County to provide at County's expense, all power, Wi-Fi, and any infrastructure requirements for installation or maintenance thereof.

5.6 County agrees to pay for the purchase or rental, including installation, of HVAC unit. Estimated cost not to exceed \$95,000 if purchased, or \$85,000 annually if rented.

****END OF EXHIBIT A-2****