## AMENDMENT #1 TO EVENT AGREEMENT COUNTY OF MONTEREY AND SPORTSCAR VINTAGE RACING ASSOCIATION (SVRA)

THIS AMENDMENT #1 is made to the EVENT AGREEMENT dated October 10, 2018 for the provision of conducting a Pro Trans Am and Vintage Festival at WeatherTech Raceway Laguna Seca by and between SPORTSCAR VINTAGE RACING ASSOCIATION (SVRA)), hereinafter "Series" or "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County"; and

WHEREAS, the County and Series wish to amend the AGREEMENT to reflect an amendment to Exhibit A "Event Summary", Exhibit A-1 "Event Schedule Draft and Subject to Change", Exhibit B "Series Obligations" and Exhibit D "County's Obligations".

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

1. Section 7.02 of the AGREEMENT shall be deleted in its entirely and replaced with the following:

County Representative: Lavonne Chin County of Monterey 168 W. Alisal Street, 3<sup>rd</sup> Floor Salinas, CA 93901

With a Copy to: A&D Narigi Consulting, LLC 1021 Monterey-Salinas Hwy Salinas, CA 93908

2. Exhibit A, LSRA Manager shall be deleted in its entirety and replaced with the following:

A&D Narigi Consulting, LLC 1021 Monterey-Salinas Hwy Salinas, CA 93908

3. Exhibit A, Dates of Events, shall be revised as follows:

<u>Proposed Dates</u> 2021 April 29 – May 3 (Thursday-Sunday) 2022 April 28 – May 1 (Thursday-Sunday)

The proposed 2020 event, tentatively scheduled for December 3-6, was cancelled due to the COVID-19 pandemic.

Series has agreed to hold the April 29 – May 3, 2021 event as promotional track days without ticket sales or spectators due to the current restrictions remaining in place due to the COVID-19 pandemic.

4. Exhibit A, Event Fee, will remain the same as outlined in the AGREEMENT.

- 5. Exhibit A, Payment Due Date, is amended to add the following:
  - Series paid to County a total of \$50,000 towards the cancelled 2020 event. These monies shall be credited to the 2021 Series event.
- 6. Exhibit B, Item 25 Driver Dinner shall be amended to add "Due to the COVID-19 pandemic, the driver dinner for 2021 will not be allowed per state and/or county restrictions."
- 7. Exhibit D, 3.1 shall be added as follows, "County will provide security and volunteers for the closed paddock, per established protocols relating to the COVID-19 pandemic, should they still be in place. No other security will be provided."
- 8. Exhibit D, County's Obligations shall be amended as follows as the 2021 Event will be a non-spectator event:
  - #6, Business Responsibilities Relating to Promotion will be deleted for the 2021 Event.
  - #7, Other Track Activities will be deleted for the 2021 Event.
  - #9, Miscellaneous County Rights and Obligations will be revised as follows for the 2021 Event:
    - 9.03 shall be deleted in its entirety.
    - 9.04 shall be deleted in its entirety.
    - 9.05 shall be deleted in its entirety.
    - 9.06 County shall not be obligated to provide Series with plans related to parking.
    - 9.09 shall be deleted in its entirety.
    - 9.10 As long as the current state and county restrictions are in place due to the COVID-19 pandemic, COUNTY will make available virtual or outdoor meeting spaces for Event.
- 9. The following shall be added to the Event Agreement dated October 10, 2018 as Item 14: Series agrees to pay County the full Event Fee should the track be open and Series cancels the 2021 Event.
- 10. The following shall be added to the Event Agreement dated October 10, 2018 as Item 15: County and Series 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.
- 11. Except as provided herein, all remaining terms, conditions and provisions of the EVENT AGREEMENT are unchanged and unaffected by this AMENDMENT #1 and shall continue in full force and effect as set forth in the EVENT AGREEMENT.

Amendment #1 Sportscar Vintage Racing Association (SVRA) Revised 3.11.2021

12. A copy of the AMENDMENT #1 shall be attached to the original EVENT AGREEMENT dated October 10, 2018.

######

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

COUNTY OF MONTEREY	SPORTSCAR VINTAGE RACING ASSOCIATION (SVRA)
	By: With Collins
Contracts/Purchasing Officer	Signature of Chair, President, or Vice-President
Dated:	ANTHONY J PARELLA PRESMENT (CEO
Approved as to Fiscal Provisions:	Printed Name and Title  Dated: 3   1   2
Gary Giboney	- Dated.
Deputy Auditor/Controller	By: Whataulle
Dated: 4/13/2021   11:03 PM PDT	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	Kim Parella Secretary
Sept 5	Printed Name and Title
Risk Management	Dated: 5(1/2)
Dated: 4/8/2021   2:08 PM PDT	-
Approved as to Form:	
Marina Pantchenko	
Deputy County Counsel	
Detect: 4/13/2021   9:25 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.