

EXHIBIT – A

**To Agreement by and between
County of Monterey, hereinafter referred to as “COUNTY”
AND
Historic Motorsports Association (HMSA), hereinafter referred to as “CONTRACTOR”**

Scope of Services/Payment Provisions

A. SCOPE OF SERVICES:

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide race direction and technical supervision for the vintage racing events during the Pre-Reunion and the Rolex Monterey Motorsports Reunion during the following years, 2020 thru 2024.

B. AGREEMENT TERM:

B.1 The term of this Agreement is for five (5) years beginning December 10, 2019 through December 10, 2024.

C. FEES & INCLUSIONS:

C.1 PAYMENT:

County shall pay CONTRACTOR a not to exceed aggregate amount of \$490,000, for the five (5) year term of the agreement, in accordance to the following payment provisions:

- C.1.1 Calendar Year 2020- \$92,000
- C.1.2 Calendar Year 2021- \$94,000
- C.1.3 Calendar Year 2022- \$96,000
- C.1.4 Calendar Year 2023- \$98,000
- C.1.5 Calendar Year 2024- \$100,000

County shall make monthly equal payments to the CONTRACTOR due by the 5th of each month for each agreed upon annual calendar year fee. County agrees to reimburse the CONTRACTOR insurance costs at a not to exceed annual amount of \$10,000 dollars.

C.2 CAMPSITES:

County shall provide CONTRACTOR with six (6) campsites from Thursday before the Pre-Reunion through the Monday after the Reunion. Plus, one (1) additional campsite from Monday prior to the Pre-Reunion through the Monday after the Reunion. Campsite locations are at the full discretion of the County.

C.3 HOTEL ACCOMMODATIONS:

County shall provide CONTRACTOR with up to a maximum of seventy (70) lodging nights at a location approved by the County. CONTRACTOR shall be responsible for providing the County, upon written request with the names of each occupant for each room provided under this Agreement.

C.4 GOLF CARTS:

County shall provide CONTRACTOR with Three (3) golf carts Four (4) 2-Seater Passenger carts and One (1) flatbed carts.

C.5 CREDENTIALS:

County shall provide CONTRACTOR with the appropriate credentials and guest passes as outlined below:

- a) Credentials for all CONTRACTOR's personnel, not to exceed thirty (30), plus one (1) additional support pass for each CONTRACTOR's personnel, not to exceed thirty (30).
- b) Three (3) Rolex Driver's Club credentials to be utilized by the CONTRACTOR
- c) Five (5) Vehicle Delivery Passes

C.6 FOOD & BEVERAGE:

County will provide lunches for up to a maximum of thirty (30) HMSA personnel on each event day. Type of lunch is at the full discretion of the County. CONTRACTOR shall provide the County with a list of HSMA personnel who are receiving the lunches, list shall include assigned duties.

D. DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

D.1 CONTRACTOR shall be acknowledged as the official sanctioning body of the event(s). Not to be published as a CONTRACTOR event. Any listing of the Monterey Pre-Reunion or Rolex Monterey Motorsports Reunion in CONTRACTORS materials must be pre-approved by County in writing.

D.2 Any sponsor or vendor of CONTRACTOR shall not be recognized for the Monterey Pre-Reunion or Monterey Pre-Reunion or Rolex Monterey Motorsports Reunion unless mutually agreed upon by County in writing.

D.3 RULES AND INFORMATION:

- a) CONTRACTOR shall be responsible for the Rules for car preparation, safety and driving conduct, etc. All said rules to be approved by County in writing. County at its discretion has the right to add supplemental rules specific to the event.
- b) All supplemental rules and regulations shall be prepared specifically for the event(s) to address all aspects pertinent to the preparation and authenticity of the cars and to be required driver conduct and subsequent penalties. **A copy of these supplemental regulations shall be provided to the Governing Committee no later than March 1st of each year of the agreement.**
- c) Rules specific to the Rolex Monterey Motorsports Reunion must be clearly communicated to all entrants, preparation shops and drivers.
- d) County shall create an entry registration program.

- e) CONTRACTOR shall distribute entry information to all CONTRACTORS members.
- f) CONTRACTOR shall be available during all regular business hours for participants to inquire regarding technical issues, car preparation, etc.
- g) CONTRACTOR shall be on-site for participant move-in, Friday, of the event through the conclusion of the event on Sunday.
- h) County shall own all entry database contact information.
- i) All entries shall be returned to the County for processing.
- j) All entry fees shall be collected and processed by the County.

D.4 SELECTION OF PARTICIPANTS AND CLASSES:

The Governing Committee shall be responsible for all selection of classes and participants; a pre-identified member of the CONTRACTORS Team shall be a recognized member of this committee and shall be expected to provide accurate information regarding entry cars and drivers needed, thus adhering to the authenticity criteria.

D.5 SCHEDULE:

The event schedule shall be drafted by County, with input by CONTRACTOR.

D.6 REGISTRATION:

- a) CONTRACTOR shall provide all necessary medical cards for participants.
- b) All waiver forms must be administered by County.

D.7 PADDOCK LAYOUT:

- a) CONTRACTOR shall add input with the County Paddock Committee on layout and overall “look” of the participant paddock.
- b) The Paddock Committee shall draft the actual paddock layout.
- c) County shall determine and execute the process for the parking of the participant paddock, with input from CONTRACTOR as needed.
- d) County shall determine participant Support and Classic vehicle parking.

D.8 PARTICIPANT/DRIVER RELATIONS:

- a) County’s goal is to develop a strong relationship with all participants, this is a team effort and County considers CONTRACTOR as part of that team, all efforts to ensure the satisfaction of the participants and the safe conduct of the on-track activities is a team responsibility.
- b) CONTRACTOR’s Steward and the County Steward shall conduct all driver meetings; COUNTY Race Operations Staff and other County representatives shall provide all welcome and “housekeeping” functions.
- c) County shall provide a “Chief Steward” who will monitor all on-track driving conduct; this steward shall work with CONTRACTOR and County to determine necessary penalties for any driving behavior or incidents. The steward shall be permanently located in the Steward’s tower.

D.9 PRE-TRACK ACTIVITIES:

- a) County shall endeavor to provide a “Group Representative” for each group, who shall be responsible to monitor each group and each individual driver.

- b) CONTRACTOR must ensure that all participants comply with HMSA rules and supplemental rules that are specific to the Rolex Monterey Motorsports Reunion.

D.10 ON-TRACK ACTIVITIES:

- a) Supervision of on-track driving conduct in conjunction with the Chief Steward.
- b) Supervision of all grid preparation, start/finish procedures, schedule adherence, etc.
- b) CONTRACTOR shall officiate all promotional on-track activities as directed by County.

E. DUTIES AND RESPONSIBILITIES OF COUNTY:

E.1 County shall provide the following personnel.

- a) Corner marshals, rescue towing, ambulances, safety vehicles, pace cars.
- b) Announcers.
- c) Paddock and pit entrance control.
- d) Crowd control.

E.2 ON-TRACK INCIDENT:

In the event of an on-track incident which may result in a suspension or exclusion of a driver from the event and/or future events; the decision shall be made by the following group of officials, whose names shall be determined prior to the event:

- a) Operating Steward
- b) CONTRACTORS Official
- c) County Steward
- d) County Representative
- e) T.O.P. Steward

A copy of the accident/incident report shall be provided to the above Steward's Committee immediately at the time of the incident. Completed reports to be provided to County Representative *immediately and directly*.

E.3 PROMOTIONAL ON-TRACK ACTIVITIES:

County shall determine the content of the on-track promotional activities, including, but not limited to, demonstrations, pace car rides, hot laps, parade laps, etc.

*****END EXHIBIT – A*****