

**AMENDMENT #1 TO AGREEMENT
COUNTY OF MONTEREY & CHOURA EVENTS (RFP10703)**

THIS AMENDMENT #1 is made to the AGREEMENT for the provision of Temporary Structure 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".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to avoid disassembly of the temporary hospitality structure between the 2019 and 2020 racing seasons; and

WHEREAS, the County and CONTRACTOR wish to amend the payment schedule for the 2020 racing season and provide other terms for the protection of the structure during the period November 1, 2019 through March 30, 2020; and

WHEREAS, the County and CONTRACTOR wish to clarify certain terms of the AGREEMENT;

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

1. Section 2.0 TERM OF AGREEMENT is amended to read as follows:
 - 2.01 The term of this Agreement will be for a period of five (5) racing seasons from April 9, 2019, through October 31, 2023, unless sooner terminated pursuant to the terms of this Agreement. [Remainder of section 2.01 remains the same.]
2. CONTRACTOR will not be required to remove the temporary hospitality structure described in Option 1 of Exhibits A and B of the AGREEMENT (the "Option 1 Structure") by October 30, 2019, and said structure shall remain in place through October 31, 2020, unless otherwise agreed to by the parties.
3. EXHIBIT B, PAYMENT TERMS, OPTION 1, is amended to read as follows:
 - a. Payments terms for year 2019 remain unchanged; however, the payment due on October 30, 2019, shall be made even though the Option 1 Structure remains in place.
 - b. Payment terms for year 2020:
 - i. \$225,000.00 due Oct 1, 2019
 - ii. \$225,000.00 due Nov 1, 2019
 - iii. \$225,000.00 due Jan 1, 2020
 - iv. \$100,000.00 due October 31, 2020 (Option 1 Structure must be removed from site and site returned to agreed condition prior to release of payment)
 - v. Annual total for 2020 - \$775,000.00
 - c. Payment terms for the 2021 – 2023 racing seasons to be negotiated.
 - d. County shall notify CONTRACTOR no later than January 1 of each of the years 2021 – 2023, if County will require the Option 1 Structure for the racing season in each of those years, respectively. The parties shall negotiate for payment terms for that racing season immediately after notification by the County. If mutually acceptable terms cannot be agreed upon by January 31 of each year, CONTRACTOR shall not be required to install the Option 1 Structure for that racing season.

4. CONTRACTOR shall provide the following additional services:
 - a. Preparation of the Option 1 Structure during period October 30, 2019 through March 31, 2020
 - b. Install clear sidewall across the upper level to cover the open patios and protect from inclement weather.
 - c. Disconnect the HVAC mechanical service equipment and ensure ground power electrical connection is in safe and secure condition for removal of HVAC unit and remaining use of interior lighting and electrical outlets. Remove the HVAC mechanical service equipment on the exterior of the structure. Disconnect and secure the HVAC exterior flexible ducting for on-site storage. Close and fully secure duct opening and ensure protection is sufficient for six-month period or until structure is operational.
 - d. Provide specifications and/or pricing for short term installation of suitable HVAC unit.
 - e. Remove interior ceiling liners on both levels to protect them.
 - f. All interior lighting to remain installed.
 - g. Modify the front lower level patio deck with installation of a 1" wide drain with cover in front double doors to address run off moisture or rain form deck.

5. CONTRACTOR shall prepare the Option 1 Structure in March 2020 for the new racing season by:
 - a. Reinstall all top layer flooring throughout structure interior and exterior. Address any flooring issues to ensure level surface.
 - b. Reinstall HVAC mechanical service equipment and test.
 - c. Reinstall interior ceiling liners on both levels.
 - d. Extending the upper level exterior service deck in accordance with Monterey County Regional Fire District inspection documents (attached).
 - e. Install all exterior exit doors with panic hardware in accordance with Monterey County Regional Fire District inspection documents (attached).
 - f. Refurbish the structure interior and exterior as needed, including but not limited to: paint, touch up, structure fabric, skirting and structure repairs.
 - g. Preparation of the structure shall conform with all RMA and Monterey Rural Fire District permit requirements.

6. During period of October 30, 2019 through March 31, 2020, Contractor will provide an appropriate crew to address any structural issues that may be caused by weather or other incidents to ensure the Option 1 Structure is safe, secure and presentable.

7. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT # 1 and shall continue in full force and effect as set forth in the AGREEMENT.

8. A copy of this AMENDMENT #1 shall be attached to the original AGREEMENT that was effective April 9, 2019.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY

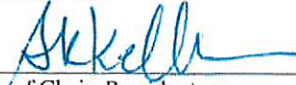
Contracts/Purchasing Officer

Dated: 10/23/19

Approved as to Fiscal Provisions:

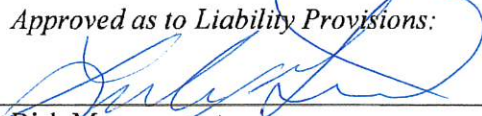
Deputy Auditor/Controller

Dated: _____

CONTRACTOR
By: 
Signature of Chair, President, or Vice-President

Shannon Kelly, President
Printed Name and Title

Dated: Oct 15, 2019

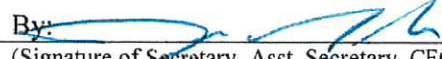
Approved as to Liability Provisions:

Risk Management

Dated: 10/16/19

Approved as to Form:

Deputy County Counsel

Acting
Dated: 10/16/19

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

JIM MILLER VP OF FINANCE
Printed Name and Title

Dated: 15 OCT 2019

County Board of Supervisors' Agreement Number: _____.

*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.