

Attachment A

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

TOURtech Support, Inc. dba Roundrock Technology

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Event I.T. Services

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 150,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from May 1, 2023 to December 31, 2023, 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 County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit B: Event and Dates
Exhibit C: Pricing

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 **NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Ryan Bell Monterey County Laguna Seca Representative	Shannon Cook COO
Name and Title	Name and Title
1441 Schilling Place, 2nd Floor South Salinas, CA 93901	1723 Roundrock Dr. Raleigh, NC 27615
Address	Address
831-755-8912	919-261-1110
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____

DocuSigned by:

Michael Whilden

OF98C5BE88F47A

County Counsel

Date: _____

4/11/2023 | 3:38 PM PDT

Approved as to Fiscal Provisions

By: _____

Ma Mon

2617DD071D65495

Auditor/Controller

Date: _____

4/11/2023 | 5:22 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Risk Management

Date: _____

CONTRACTOR

TOURtech Support, Inc. dba Roundrock Technology

Contractor/Business Name *

By: _____

(Signature of Chair, President, or Vice-President)

Travis Banks, Vice President of Operations

Name and Title

Date: _____

04/07/2023

By: _____

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

Shannon Cook, Chief Operations Officer

Name and Title

Date: _____

04/07/2023

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹ Approval by County Counsel is required² Approval by Auditor-Controller is required³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

TOURtech Support, Inc. dba Roundrock Technology

Agreement ID: 5/1/23-12/31/23

Not to exceed \$150,000.00

Revised 9/3/21

11 of 11

Addendum to County of Monterey Standard Agreement

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement dated May 1, 2023 (the "Agreement"), by and between the County of Monterey ("County") and the TOURtech Support Inc. dba Roundrock Technology ("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech® Raceway at Laguna Seca (the "Raceway") located thereon.
2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."
3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.
4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County and the LSRA Manager, and their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County or the LSRA Manager. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors."

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their officers, agent, and employees as Additional Insureds with respect to liability arising

out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance. CONTRACTOR must submit certificates of coverage and endorsement forms that are acceptable to the County Counsel-Risk Manager."

6. Section 14 NOTICES is hereby amended by adding LSRA Manager's information as follows:

FOR LSRA MANAGER:

John Narigi
President & General Manager
1021 Monterey Salinas Hwy
Salinas, CA 93908
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.
8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.
9. Attached here to and incorporated herein is Exhibit A, B and C.

EXHIBIT - A

Scope of Contractor Services

The CONTRACTOR will provide the following services at the direction and in cooperation with LSRA MANAGER:

I. STATEMENT OF CONTRACTOR'S SERVICES

CONTRACTOR shall provide temporary wiring and cabling, wireless internet connectivity, phone connectivity, basic troubleshooting, data collection, network analysis, monitoring and related IT services to support commercial vendors and companies taking part in these events ("vendors"). Event dates are specified in the attached Exhibit B.

CONTRACTOR response and pricing should be outlined per the attached Exhibit C.

II. SCOPE OF WORK

CONTRACTOR will be expected to support all IT related request/services according to the guidelines and schedule stated in the Scope of Work.

- a. Radio Frequency Exposure Safety. CONTRACTOR and its employees present warrant that they are fully aware of and knowledgeable about the inherent dangers of working on or near towers, rooftops, or other wireless communication sites that are "live", i.e. that are actively receiving and/or transmitting radio signals that may create radio frequency radiation ("RFR") (hereinafter "live sites"). CONTRACTOR shall implement all procedures and take all measures necessary to ensure that only those CONTRACTOR's employees or agents who have satisfactorily completed RFR safety training in accordance with FCC OET 65, the most current applicable updates in regulations and guidelines set forth by the Occupational Safety and Health Administration ("OSHA") of the United States Department of Labor, and commonly recognized industry practices, may enter a Live Site or perform work on a Live Site. The performance of work on a Live Site by any of CONTRACTOR's employees or agents who have not satisfactorily completed RFR safety training shall constitute a material breach of this Agreement. Upon such material breach, COUNTY shall have the right to immediately terminate this Agreement.
- b. Regulatory Compliance. In performing the work referred to in Section I, above, CONTRACTOR and its personnel shall adhere to any and all federal and state rules and regulations set forth by OSHA, specifically the Code of Federal Regulations Title 29, Part 1926 entitled "Safety and Health Regulations for Construction", and California OSHA Title 8, Chapter 4, Subchapter 21 entitled, "Telecommunication Safety Orders".
- c. Contractor Technology. The CONTRACTOR and/or its Representatives are the owners, licensees, lessees, or developers of certain technology, knowledge, processes, trade secrets, designs, and other know-how, and any and all documentation related thereto, used in connection

with the provision of the Services to the County and LSRA Manager hereunder (collectively, the “Contractor Technology”). As between the CONTRACTOR and/or its Representatives and the County and LSRA Manager, the CONTRACTOR and/or its Representatives, as applicable, has and retains the exclusive ownership of all of the Contractor Technology and the County and LSRA acknowledges that the foregoing constitutes valuable assets and trade secrets of the CONTRACTOR and/or its Representatives. The County and LSRA Manager agrees that: (i) it has no right to use or license to the Contractor Technology except as specifically contemplated by the terms of this Agreement; (ii) it shall not incorporate any of the Contractor Technology or analysis based on the Contractor Technology into any other County owned assets; (iii) it shall not use any analysis derived from or with respect to the Contractor Technology in any manner except for use in internal reporting or to benchmark and compare the services of its vendors and otherwise as specifically contemplated by the terms of this Agreement; (iv) it shall not use any analysis derived from or with respect to the Company Technology in any manner after the conclusion of the term of this Agreement except for use in internal reporting or to benchmark and compare the services of its vendors and otherwise as specifically contemplated by the terms of this Agreement.

General Requirements:

1. CONTRACTOR confirms that it is an expert in this field of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations, codes and technical requirements requested.
2. CONTRACTOR further acknowledges that the COUNTY is relying on this expertise to enter into this agreement and for provision of these services.
3. CONTRACTOR shall attend both a Pre-Event and Post-Event meeting with COUNTY to provide an overview of each event and ensure that all County-requested deliverables are reviewed, understood and completed to COUNTY’s satisfaction.
4. CONTRACTOR shall provide a single point of contact (POC) for each event and shall provide POC name and contact information to necessary COUNTY staff.
5. CONTRACTOR shall provide an installation schedule for all IT work requested, by event, which COUNTY shall review and approve in advance of commencing work for each event.
6. CONTRACTOR’s POC shall be available to respond to questions, inquiries and attend meeting with vendors about CONTRACTOR’s IT related work.
7. CONTRACTOR shall assign a project manager for the duration of this agreement.
8. CONTRACTOR shall provide courteous, professional IT services to all County and vendor staff, and Laguna Seca customers, sponsors, patrons and vendors.
9. CONTRACTOR shall mark work areas with safety cones and caution tape.
10. CONTRACTOR shall adhere to COUNTY site access procedures, a copy of which will be provided to CONTRACTOR before each event specified in the attached Exhibit B.
11. CONTRACTOR shall procure COUNTY’s written consent to any sub-contracting work, staff, or any other services brought in by CONTRACTOR to support an event as required of this agreement.
12. CONTRACTOR shall provide to COUNTY, for COUNTY review and approval, a high-level design for all temporary wireless or point to point connectivity. In the design, CONTRACTOR

- shall indicate location, equipment type, speed, internet protocol addresses, virtual network, routing information.
13. CONTRACTOR shall maintain a clean working environment and remove trash/debris daily.
 14. CONTRACTOR shall meet with COUNTY's IT Representative daily during each event and shall provide an overview of work to be completed.
 15. During each event, CONTRACTOR shall be available to COUNTY, during the hours of the event, with staff capable of resolving IT issues on-call.
 16. CONTRACTOR shall provide a contact list for CONTRACTOR's staff working each event. CONTRACTOR's contact list shall include: Main Point of contact, second point of contact, an escalation path, Help Desk number, on-call number, and on-call procedure.
 17. CONTRACTOR shall work with COUNTY to create a Call Center for issues reported. A single telephone number routed to a CONTRACTOR representative to document issues and triage calls.
 18. CONTRACTOR shall create a dedicated email address for the sole purpose of reporting issues. A distribution list shall be created with designated COUNTY staff to be included.
 19. CONTRACTOR will replace any broken network hardware or wireless hardware with COUNTY spares. In the event there are no spares available, CONTRACTOR shall install its own equipment and shall remove its equipment once an event is over.
 20. CONTRACTOR shall inform COUNTY of any permanent modification needed to the COUNTY's network, buildings, structures, wiring, voice and data infrastructure, and shall obtain COUNTY's written approval of modifications, prior to any modification being made.
 21. CONTRACTOR shall log all network related changes to include but not be limited to: Service Set Identifier (SSID), Virtual local area network, Internet protocol addresses and routing.
 22. CONTRACTOR shall provide network monitoring throughout the event for wired and wireless connectivity to ensure proactive resolution of issues and outages.
 23. CONTRACTOR shall enable bandwidth management of network, users, and applications to ensure satisfactory level of service is maintained.
 24. CONTRACTOR shall perform frequency monitoring to prevent interference on wireless services.
 25. CONTRACTOR shall provide licensed point to point connections and non-licensed point connection as needed to expand wireless connectivity throughout site. Frequencies should be coordinated with COUNTY.
 26. CONTRACTOR shall coordinate and perform wireless radio frequency coordination with all entities, including COUNTY to ensure transmission of wireless has no interference.
 27. COUNTY will provide hardwire network connectivity for internet services.
 28. CONTRACTOR shall provide all equipment necessary to support event technology.
 29. CONTRACTOR shall support, install and troubleshoot plain old telephone service lines (POTS) as request by COUNTY or vendors.
 30. CONTRACTOR shall create a website dedicated for each event. Purpose of website is to provide information of service, pricing, ordering, contact information. Vendors

should have the ability to order and pay for IT services through website. COUNTY to approve pricing 30 days prior to scheduled event.

31. CONTRACTOR shall research IT service cost within Monterey County hospitality area to provide reasonable IT pricing to vendors.
32. CONTRACTOR event pricing for IT services shall be submitted to the COUNTY for approval prior to each event.
33. CONTRACTOR shall provide analytic network data. Data to include: Bandwidth utilization, social media, number of connections, amount of data used through internet connection.
34. In the event CONTRACTOR requests the assistance of COUNTY IT staff, or in the event that COUNTY determines that COUNTY IT staff are needed, CONTRACTOR will work with COUNTY to fix, troubleshoot, repair, install any technology needed to restore Laguna Seca network service and to rectify all IT issues.
35. In the event of a major Laguna Seca network outage that requires immediate repair, CONTRACTOR shall contact COUNTY representative and shall make a recommendation. COUNTY shall determine, in its sole discretion, how to address Laguna Seca network repair. COUNTY reserves the right to authorize CONTRACTOR to make repairs, as specified by COUNTY or COUNTY may hire other Contractors to make repairs.
36. CONTRACTOR shall provide a list of staff names and photos that require race credentials for COUNTY approval.
37. CONTRACTOR will work with COUNTY in obtaining event maps, detailing vendor location information.

Post-Event Deliverables:

1. CONTRACTOR shall revert all changes made to the Laguna Seca network in connection with an event to the original pre-event state.
2. CONTRACTOR shall revert all changes made to the Laguna Seca telephone system in connection with an event back to the original pre-event state.
3. After each event specified in Section I, CONTRACTOR shall provide COUNTY with a summary of all IT requests made by COUNTY or made by vendors, and IT services that CONTRACTOR completed during the event. CONTRACTOR's summary shall include: total number of requests, request type, contact name, requesting vendor name, vendor information, equipment used, service provided, location of service provided, whether a service provided on in-house infrastructure or by temporary setup.
4. After each event, in addition to the summary described in Paragraph 3, CONTRACTOR shall provide COUNTY with report of revenue per vendor, and if third party amount is over \$10,000 then 18% is due back to the COUNTY. 18% is only applicable once the third-party amount goes over \$10,000.
5. CONTRACTOR shall make best efforts to remove any wires related to IT service from Laguna Seca IT closets and wiring.
6. CONTRACTOR shall provide the COUNTY all user data collected.
7. CONTRACTOR will ensure all Laguna Seca IT closets are closed, locked and secure each day of each event, and after the conclusion of each event.

8. CONTRACTOR shall return all wiring, IT closets, voice and data infrastructure changes made in connection with an event back to its original pre-event state.
9. CONTRACTOR shall remove all temporary wiring, devices, equipment, mounts installed for event from the Laguna Seca Raceway premises.
11. CONTRACTOR shall provide their own network, telephone and wireless connectivity devices for use during each event to fulfill service request.
12. Should the CONTRACTOR require use of COUNTY owned devices, such as network switches and wireless access points during events, CONTRACTOR shall confirm that all COUNTY owned devices are accounted for and returned to the COUNTY after each event. CONTRACTOR shall reimburse the COUNTY for any damaged or unreturned COUNTY owned devices.
13. CONTRACTOR shall provide a final event invoice to COUNTY within fourteen (14) days after each event. CONTRACTOR's invoice shall include all work and tasks completed for the contracted event, as specified below.

III. SCHEDULE

1. CONTRACTOR shall be onsite as defined in quote
2. CONTRACTOR shall be onsite during event hours
3. CONTRACTOR shall be onsite after each event, as needed, to fulfill CONTRACTOR's obligations as specified in this Scope of Work
4. Number of days onsite to be confirmed 30 days prior to each scheduled event.

IV. PRICE

- a. As specified in Section II, Post Event Deliverables, CONTRACTOR shall produce an accounting of IT services CONTRACTOR provided to vendors per event, the amount CONTRACTOR charged vendors for such services, and shall calculate eighteen percent (18%) of these charges only if the total exceeds \$10,000. COUNTY shall be entitled to a credit equivalent to the eighteen percent (18%) amount against compensation it owes CONTRACTOR for each event.
- b. CONTRACTOR and all subcontractors performing installation work under this contract shall pay wages to their workers employed on such work at not less than the general prevailing rate of per diem wages for such work, as required by Labor Code Sec. 1771. Contractor shall comply with provisions of the Labor Code (section 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Sec. 1775.
- c. Invoices shall be mailed or sent electronically to:
County of Monterey
c/o WeatherTech Raceway at Laguna Seca
1021 Monterey Salinas Hwy
Salinas, CA 93908
Attn: Accounts Payable
Accounting@laguna-seca.com

- d. There shall be no travel reimbursement allowed during this Agreement.
- e. COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- f. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.
- g. COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- h. CONTRACTOR's invoices shall specify, for each IT service provided, the parts used and cost of each. There shall be no premium for services performed after ordinary business hours, on weekends, or holidays.
- i. CONTRACTOR shall provide LSRA Manager with a detailed invoice for services rendered at the conclusion of each event. If CONTRACTOR is providing services for multiple days over an event week(end), a progress payment may be made by LSRA Manager for completed services only. CONTRACTOR shall provide LSRA Manager with a detailed invoice for work completed to date and LSRA Manager may pay CONTRACTOR from its Operation Account. Upon conclusion of said event, CONTRACTOR shall provide LSRA Manager with a final detailed invoice for the remaining balance owing. Final payment may be made by LSRA Manager or submitted to COUNTY for payment through COUNTY's standard processes.
- j. COUNTY agrees to pay CONTRACTOR for services rendered within 30 days from receipt of a detailed, approved invoice by the County Auditor-Controller's office.
- k. CONTRACTOR to complete County documentation necessary to have an open Purchase Order with the County for payment of the actual fees.
- l. **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractor

***** END OF EXHIBIT A *****

EXHIBIT - B
Event and Dates

The following events and dates are tentatively scheduled and are subject to change. Some events may not require IT service, while others require more. CONTRACTOR must coordinate each event with COUNTY to identify the following major milestones: Load-in, load-out, network live, decommission/tear-down, and closeout.

2023 RACE EVENTS:

Motul Course de Monterey (May 12-14)

Monterey Pre-Reunion / Rolex Monterey Motorsports Reunion (August 12-19)

Firestone Grand Prix of Monterey (Sept 8-10)

Porsche Rennsport Reunion 7 (Sept 28-Oct 1)

Events and event dates subject to change.

***** END OF EXHIBIT B *****

EXHIBIT - C
Pricing

2023	Event	Price
May 12-14, 2023	Motul Course de Monterey	\$35,526.92
August 12-19, 2023	Rolex Monterey Motorsports Reunion	\$38,898.15
September 8-10, 2023	Firestone Grand Prix of Monterey	\$25,308.08
Sept 28- Oct 1, 2023	Porsche Rennsport Reunion 7	COST TBD

1. Prices may fluctuate based on scope of work.

***** END OF EXHIBIT C *****