

ASSIGNMENT AND ASSUMPTION AGREEMENT

Between

THE COUNTY OF MONTEREY, ALL FIELDS SPORTS, LLC,
and A&D NARIGI CONSULTING, LLC.

WHEREAS, on January 15, 2019, the Board of Supervisors approved Agreement No. A-14218 (the "Agreement") between the County of Monterey, a political subdivision of the State of California ("County"), and All Fields Sports, LLC, a California limited liability company ("Contractor"), for the provision of Specialized Marketing and Management Services as described therein for the Laguna Seca Recreation Area ("LSRA"), including the WeatherTech Raceway, Laguna Seca; the campgrounds and shooting range; and the Nacimiento Lake Resort, to expire on December 31, 2021; and,

WHEREAS, the parties entered into Amendment No. 1 to the Agreement in December of 2021 to extend the agreement to December 31, 2022, and make other changes to the agreement; and,

WHEREAS, In October of 2022, the parties entered into Amendment No. 2 to the Agreement to further extend the agreement to December 31, 2023, and make other changes to the Agreement (collectively, the Agreement and its two amendments are referred to as the "Services Agreement"); and

WHEREAS, Effective January 1, 2020, the County and A&D Narigi Consulting, LLC ("Manager") entered into a management agreement for the operation and management of LSRA ("Management Agreement"), to expire on December 31, 2023; and,

WHEREAS, due to the interrelated nature of the services provided by Contractor and Manager, the County has determined it would be more appropriate for the Services Agreement to be assigned to Manager, which will provide oversight and direction to Contractor; and,

WHEREAS, the Services Agreement does not prohibit its assignment to Manager; and,

WHEREAS, both Contractor and Manager have agreed to the assignment of the Services Agreement to Manager; and,

WHEREAS, no other changes or amendments to the Services Agreement are proposed, except as may be specifically set forth herein; NOW, THEREFORE,

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct.

2. Except as set forth in Section 6 below, the County hereby assigns all of its right, title and interest in and to the Services Agreement to Manager, which will provide oversight and direction to Contractor in the performance of Contractor's duties.

3. The effective date of the assignment and assumption described herein shall be the date last signed by one of the parties hereto.

4. Manager hereby accepts such assignment and, except as set forth in Section 6 below, hereby assumes and agrees to perform in accordance with their terms all of the obligations and responsibilities of the County as set forth in the Services Agreement, and Contractor consents to assumption of those obligations and responsibilities by Manager.

5. For purposes of rights and obligations arising after the effective date of the assignment, and except as to those provisions set forth in Section 6, below, all references in the Services Agreement to the County shall be replaced by references to A&D Narigi Consulting, LLC, the reference in section 2.03 to "Assistant County Administrative Officer Dewayne Woods" shall be replaced by a reference to "John Narigi or his designee," and the references to County personnel in Section 6.05 (b) shall be replaced by reference to such person or persons as may be designated by Manager to Contractor.

6. Notwithstanding anything to the contrary in Section 5, above, a) the language in the second paragraph of Section 2.03 of the Services Agreement shall remain the same and b) the language of Article 3, "COMPENSATION," of the Services Agreement shall also remain the same and the County shall continue to receive the revenue from the Corporate Sponsorship, Hospitality, and Vendor agreements procured by Contractor, and shall be responsible for the payment of all compensation to Contractor. All invoices shall be reviewed by Manager prior to conveyance to the County, and Manager shall comment to the County on the appropriateness of the invoices.

7. Consistent with the requirements of that section of Exhibit C to the Management Agreement entitled "Subcontractors," Manager shall continue to require that insurance policies required of Contractor under the Services Agreement name the County, its officers and employees as additional insureds, be primary and noncontributory, and waive subrogation, and Manager shall provide the County with a copy of a Certificate of Insurance evidencing such coverage within 60 days of the effective date of this assignment, and annually thereafter.

8. Except as specifically set forth herein, all other terms and conditions of the Services Agreement remain the same and in effect.

9. This Agreement may be executed electronically or in counterparts, and shall be effective on the date last signed by one of the parties.

10. This Assignment and Assumption Agreement contains the entire understanding between and among the parties with respect to the matters it addresses, and supersedes any prior understandings and agreements, whether written or oral, among them respecting the subject matter of this Assignment and Assumption Agreement.

11. In the event of (i) a voluntary termination of operations of Manager; (ii) a general assignment for the benefit of Manager's creditors or (iii) any other liquidation, dissolution or winding up of Manager, whether voluntary or involuntary, this Agreement shall be void and any right, title or interest in the Service Agreement assigned, or obligation or responsibility assumed, hereunder shall revert to County.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

13. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement. Each party hereto represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding upon such party and enforceable in accordance with its terms.

[Signature page follows]

COUNTY OF MONTEREY

by _____
Sonia De La Rosa
County Administrative Officer

Dated: _____

ALL FIELDS SPORTS, LLC

by ^{DocuSigned by:} STEVE FIELDS
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Steve Fields
President & CEO

Dated: 6/6/2023 | 10:21 AM PDT

A&D NARIGI CONSULTING, LLC

by ^{DocuSigned by:} John Narigi
FBCD972893A0495...
John Narigi
President

Dated: 6/6/2023 | 1:14 PM PDT

APPROVED AS TO FORM

^{DocuSigned by:} Les Girard
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Leslie J. Girard
County Counsel

6/6/2023 | 1:25 PM PDT