



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

City of Long Beach
Request For Proposals Number CM17-011
For
Grand Prix of Long Beach

Release Date:	10/05/2016
Questions Due to the City:	10/14/2016
Posting of the Q & A:	10/21/2016
Due Date:	10/28/2016

City Contact: *Traci Fitzharris* *Buyer* *562-570-5384*

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____

Rev 2014 1001



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1. OVERVIEW OF PROJECT

The City of Long Beach (City) has hosted the Grand Prix of Long Beach since 1975. The Grand Prix Race Event (Event), a three-day weekend event, has showcased various Event formats, including Formula One, Champ Car, and IndyCar. Currently, Verizon IndyCar is the featured race at the Grand Prix of Long Beach.

The Event is the culmination of the Race Week, the seven-day period immediately preceding the Event that incorporates a number of Supporting Race Car Events and Race Related Activities, including a Pro/Celebrity Race, an Indy Lights race, and Motorsports Walk of Fame. The current Race Period also provides activities such as a Lifestyle Expo at the Long Beach Convention and Entertainment Center, a Miss Toyota Grand Prix of Long Beach Pageant, and live music concerts.

The Event, including Race Week, is a large-scale regional event drawing an estimated 180,000 attendees annually, and attracting global corporate sponsorship from a long list of companies, including Toyota, Coca-Cola, Firestone, Tecate, Port of Long Beach, and Verizon. The Grand Prix Race Event garners international attention from racing enthusiasts due, in part, to its unique downtown urban setting; the circuit for the Event is overlaid on existing City streets. Since 1975, over seven million people have attended the Event and millions more have viewed it on television. After 42 years, the Long Beach Grand Prix is now the longest running street race in North America and is identified as the gold standard for street races in the United States, as well as being recognized internationally as a premier racecar event.



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2. **ACRONYMS/DEFINITIONS**

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Promoter	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Department / Division	City of Long Beach, Department of Economic & Property Development.
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Promoter.
Event	The Grand Prix Race Event.
May	Indicates something that is not mandatory but permissible.
Pre-Race Period	The seven (7) day period immediately preceding the Race Period where Promoter shall have the exclusive right to sponsor, co-sponsor, promote, co-promote or conduct within the circuit vicinity such Race Related Activities as are approved by the City Manager.
Promoter	Organization/individual submitting a proposal in response to this RFP.
Race Period	The period during which the Event and Supporting Race Car Events are conducted on an annual basis once a year and shall not exceed a three and one-half (3 ½) day period.
Race Related Activities	Race Related Activities may occur during the Pre-Race Period and Promoter shall have the exclusive right to sponsor, co-sponsor, promote, co-promote or conduct within the circuit vicinity such related events and activities as are approved by the City Manager. Such activities will require a Special Events Permit issued by the City. Activities may include the right to conduct a “press day” on any day during the ten (10) day period immediately preceding the Race Period.
Race Week	The combination of the Race Period and the Pre-Race Period.



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RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Promoter fails to provide recommended information, the City may, at its sole option, ask the Promoter to provide the information or evaluate the proposal without the information.
Subcontractor	Third party not directly employed by the Promoter who will provide services identified in this RFP.
Supporting Race Car Events	Supporting Race Car Events may include celebrity or other race car events sanctioned by a racing body on the circuit during the Race Period.

3. **SCOPE OF PROJECT**

The City of Long Beach (City) seeks proposals from representatives or promoters of open-wheel auto racing formats (Formula One or IndyCar only) to provide an annual Grand Prix Race Event, as well as Supporting Race Car Events and other Race Related Activities, which, in tandem, create a large-scale, preeminent, world class race car event providing family-oriented entertainment and drawing national and international attention to the City.

3.1 Goals and Objectives

The City has enjoyed a long and successful relationship with The Grand Prix Association of Long Beach for the last 42 years. The City believes that it should provide a competitive opportunity for The Grand Prix Association of Long Beach and other interested parties to present proposals to the City that achieve or exceed the following goals and objectives:

- 3.1.1 Increase the revenue and the economic impact to the City, its local businesses, hotels, restaurants, retail businesses, entertainment venues, and transportation services;
- 3.1.2 Maximize the positive exposure of the City in all forms of media, including national and international television broadcasts;
- 3.1.3 Maximize the number of attendees over Race Week and provide opportunities for affordable ticket sales for appropriate recognized groups;
- 3.1.4 Maximize opportunities for creative use and access to the race circuit for traditionally non-race related organizations during times that the race circuit is closed and no races are occurring;



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- 3.1.5 Minimize negative impacts to surrounding businesses and residences;
- 3.1.6 Minimize the cost to the City, and services provided by the City;
- 3.1.7 Minimize set-up and take-down timeframes for installation and removal of circuit improvements;
- 3.1.8 Cooperate with local businesses in a manner that increases revenues for all businesses within and adjoining the race circuit;
- 3.1.9 Engage all impacted businesses and residents in an effort to accommodate special needs and/or requests;
- 3.1.10 Secure sponsorships that are of the highest caliber, presenting the City in the best possible framework;
- 3.1.11 Focus on family-friendly entertainment;
- 3.1.12 Develop a marketing plan and other planned activities that reflect innovation and relevancy in an evolving sports entertainment market; and
- 3.1.13 Restore the race circuit to its original condition, or a better condition, immediately following the Event.

3.2 Event and Circuit Information

The Event is anticipated to be held in the spring each year, for a period of approximately ten and one-half (10 ½) days, comprising of a three and one-half (3 ½) day Grand Prix Race Event during the last weekend of the Race Period, and Race Related Activities, Supporting Race Car Events, and planned activities during the seven (7) day Pre-Race Period.

The City seeks to ensure that the Event is monetarily self-supporting, and provides opportunities for the City to participate and share in revenue generation. Promoter is expected to pay for all costs for City services, permit fees, and administrative fees. Additionally, the City is amenable to considering partnerships, sponsorships, or other business relationships that could serve to generate revenues either directly to the City or shared with the Promoter.

The Grand Prix Race Event shall take place on the circuit shown in **Exhibit 1**. Any modification to the circuit or construction of any new facilities will be at the expense of the Promoter and subject to the approval of City Council and the California Coastal Commission.

3.3 Financial Requirements for Proposals

Proposals shall include the following information:

- 3.3.1 Documents that detail Promoter's financial ability to host a Grand Prix Race Event in Long Beach, California. Recommended documents include:
 - Balance sheets for the last five (5) years.
 - Income statements for the last five (5) years.
 - Detail of sources and uses of funds for each Race Event.



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- Promoter's statement of net worth.
 - Method and details of funding the Event.
 - Event Pro-Forma detailing sources and uses of funds.
- 3.3.2 Promoter's experience in successfully delivering a world-class Grand Prix Race Event.
- 3.3.3 Details of circuit improvements and cost to provide a race course that meets the proposed race specifications.
- 3.3.4 Letter from a sanctioning body indicating its intent to authorize a Formula One or IndyCar race in Long Beach in the time frame indicated in this RFP.
- 3.4 Current Terms and Conditions of the Existing Agreement

The current agreement (**Attachment B**) with The Grand Prix Association of Long Beach expires June 30, 2018, with two (2) optional annual renewals. At a minimum, proposals should meet or exceed the current terms and conditions. Please see **Appendix A** for a partial summary of the terms and conditions of the current agreement.

4. **SUBMITTAL INSTRUCTIONS**

- 4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by 4:00 pm on October 14, 2016. Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.
- 4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
- 4.2 **RFP Timeline (times indicated are Pacific Time)**

<i>TASK</i>	<i>DATE/TIME</i>
Deadline for submitting questions	October 14, 2016 by 4:00 pm
Answers to all questions submitted available	October 21, 2016 by 4:00 pm
Deadline for submission of proposals	October 28, 2016 by 11:00 am

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Promoters.



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4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned and included in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 Proposals must be received by 11:00 am (PT) on October 28, 2016. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Promoters may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposal envelopes mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. For ease of evaluation, proposals should be presented in the format described within this RFP.
- 4.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.8 The proposal must be signed by the individual(s) legally authorized to bind the Promoter.



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- 4.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.

5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
- 5.1.1 Demonstrated competence;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Financial stability;
 - 5.1.5 Conformance with the terms of this RFP;
 - 5.1.6 Extent of increase to revenues/economic impacts;
 - 5.1.7 Extent that negative impacts to business/residents are minimized;
 - 5.1.8 Innovative marketing plan/planned activities; and
 - 5.1.9 Support from sanctioning body (Formula One/IndyCar).
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Promoter to clarify any response; contact any current users of a Promoter's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Promoters.
- 5.5 Selected Promoter(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Promoters unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Promoter or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.



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6. PROTEST PROCEDURES

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Promoter profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.



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6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

7. **PROJECT SPECIFICATIONS**

See Section 1, Overview of Project, and Section 3, Scope of Project.

8. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

9. **COMPANY BACKGROUND AND REFERENCES**

9.1 Primary Promoter Information

Promoters must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Promoter must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full-time and the number of part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Promoter's point of contact for a contract resulting from this RFP.
- Company background/history and why Promoter is qualified to provide the services described in this RFP.
- Length of time Promoter has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____



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If "Yes", Promoter must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Promoter as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Promoter provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

9.3 References

Promoters should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to www.longbeach.gov/finance/business_license.

10. **COST**

Not applicable.



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11. BONDS

Not applicable.

12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Not applicable.

13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.2 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.3 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.4 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.5 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Promoters.
- 13.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Promoter's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.7 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.8 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.9 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.



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- 13.10 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Promoter, or prospective Promoter.
- 13.11 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.12 Prices offered by Promoters in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Cr agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Promoter for implementation of their proposal.
- 13.13 The City is not liable for any costs incurred by Promoters prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Promoter in responding to the RFP, are entirely the responsibility of the Promoter, and shall not be reimbursed in any manner by the City.
- 13.14 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Promoter may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Promoter thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.15 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Promoter and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Awarded Promoter's obligations.
- 13.16 The awarded Promoter will be the sole point of contract responsibility. The City will look solely to the awarded Promoter for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Promoter shall not be relieved for the non-performance of any or all subcontractors.
- 13.17 The Awarded Promoter must maintain, for the duration of its contract, insurance coverages as required by the City (**Attachment F**). Additionally, the following may also be required, depending on the specific components of planned events:
- Pyrotechnics liability—if fireworks shows are part of the event.
 - Aircraft liability—if use of manned aircraft is part of the event.



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- Drone liability—if use of unmanned aircraft is part of the event.
- Marine liability—if use of boats (over 26 feet in length) is part of the event.

Work on the contract shall not begin until after the awarded Promoter has submitted acceptable evidence of the required insurance coverages.

- 13.18 Each Promoter must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Promoter on the grounds of actual or apparent conflict of interest.
- 13.19 Each Promoter must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Promoter or in which the Promoter has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Promoter's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.20 The City will not be liable for Federal, State, or Local excise taxes.
- 13.21 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and the afore mentioned minimum terms and conditions therein, except such terms and conditions that the Promoter expressly excludes.
- 13.22 The City reserves the right to negotiate final contract terms with any Promoter selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Promoter's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Promoter's proposal, and the awarded Promoter's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.23 Promoter understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Promoter misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.



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- 13.24 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.25 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Promoter shall indemnify, defend and hold the City harmless from any and all claims, causes of action and liabilities based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without limitation, any such claims, causes of action or liabilities that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*

Promoter agrees that all public work (as defined in California Labor Code section (1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

In all bid specifications, contracts and subcontracts for any such Public Work, Promoter shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."



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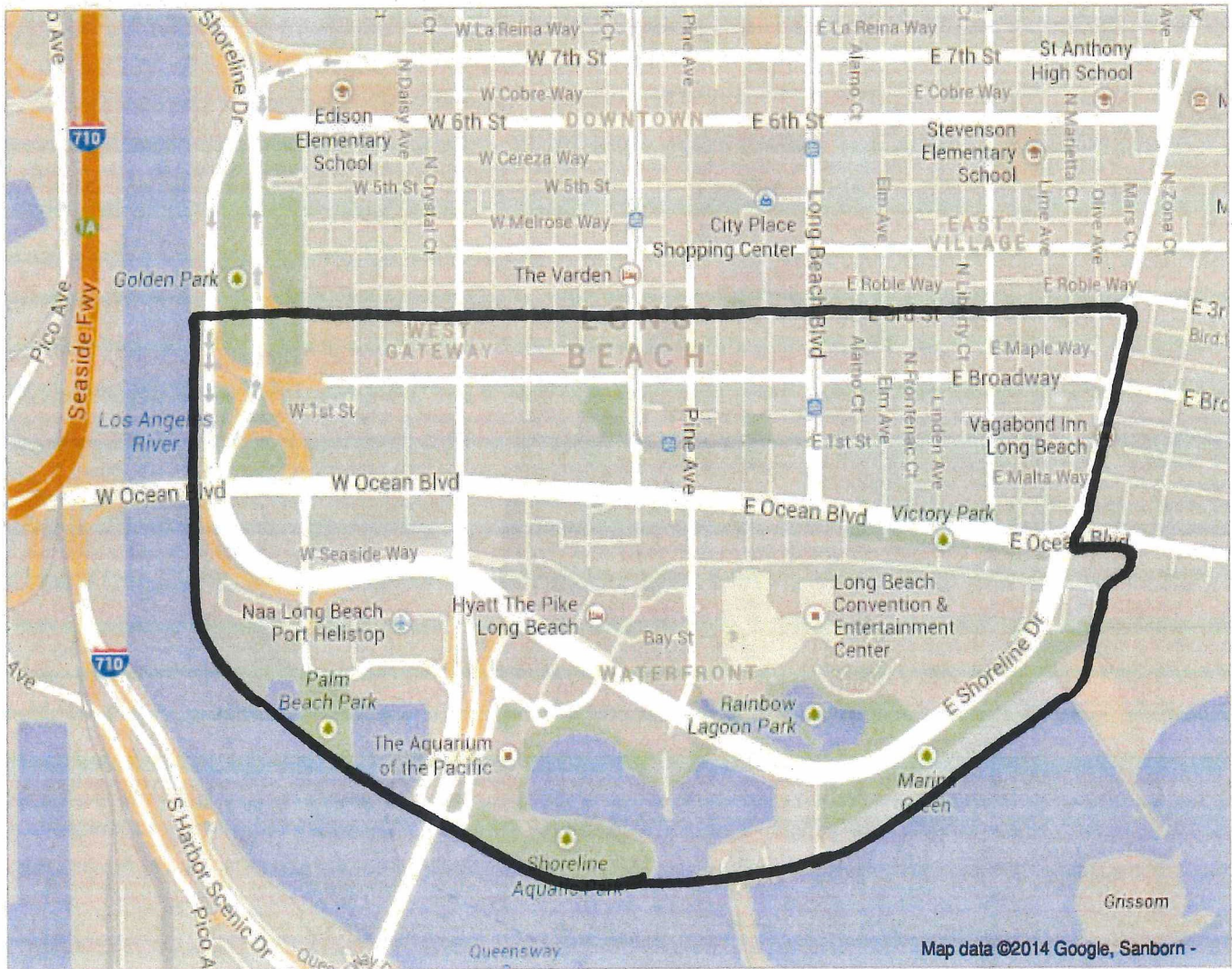
EXHIBIT 1

RACE CIRCUIT

EXHIBIT D



GRAND PRIX CIRCUIT VICINITY Long Beach, California





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APPENDIX A

Terms and Conditions of Existing Agreement

At a minimum, proposals should meet or exceed the current terms and conditions of the existing agreement. In partial summary, the current agreement provides for the following:

- The Circuit and Circuit Improvements shall be encompassed within a defined area (Exhibit "A" of **Attachment B** or **Exhibit 1**), which may be subject to limited modification at the request and expense of the Promoter and with approval by the City, and, as applicable, approval by the California Coastal Commission.
- All Circuit Improvements shall be the responsibility of Promoter, properly permitted by the Promoter and installed and removed at Promoter's cost.
- City shall provide to Promoter, at a cost to be determined, a Lay Down Yard, which will be available to Promoter beginning 60 days before the Race Period and ending 30 days after the Race Period. Promoter shall be responsible for obtaining all necessary permits for use of the Lay Down Yard and for paying the costs of restoring the Lay Down Yard to the condition it was in immediately prior to its use by Promoter.
- Promoter shall obtain all required approvals and permits, including, but not limited to, City of Long Beach permits and California Coastal Commission permits.
- Promoter shall obtain all relevant and required race sanctions, including, but not limited to, the Automobile Competition Committee for the United States (ACCUS) and be certified by the Federation Internationale de L'Automobile (FIA) for the Grand Prix Race Event and Supporting Race Car Events.
- The name of the Grand Prix Race Event shall include the words "Long Beach" in its title.
- The Grand Prix Race Event shall have a minimum of fourteen (14) race cars.
- The Grand Prix Race Event shall be held on an annual basis, with one Event held per year during the Spring of each year.
- Promoter shall submit to the City, six (6) months in advance of the Grand Prix Race Event, a proposed Planned Activities schedule, including the Event, Supporting Race Car Events, and other Race Related Activities.
- Promoter shall restore all City property to a condition similar to that existing prior to each race, including removal, in an environmentally-sensitive manner, of any visible tire marks on the streets.



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- Promoter shall work with Local Stakeholders to reasonably accommodate requests to modify any aspect of the Event, including, but not limited to, Traffic and Parking Plan, Construction and Decoration Schedule, Cycling Event, and ongoing pedestrian and vehicular access during the Grand Prix Race Event.
- Promoter shall provide reasonable off-site accommodations for tenants in residential buildings located on the north side of Seaside Way and southerly of Ocean Boulevard, including the residents of the Villa Riviera. Promoter shall provide out-of-town accommodations and daily activity on Saturday and Sunday during the Race Period and provide ten dollars (\$10) per tenant per day for lunch. For reference, in 2015, there were seven (7) affected buildings with 31 tenants participating on Saturday, and 15 tenants participating on Sunday.
- Promoter shall furnish to the City at least six (6) months prior to the date of a scheduled Grand Prix Race Event, Promoter's Construction and Decoration Schedule for approval by the City Manager. The Construction and Decoration Schedule shall include, but not be limited to:
 - The streets and areas within and adjacent to the Circuit on which Promoter proposes to construct or install its safety systems and related structures (i.e. bleachers, grandstands, pedestrian bridges, etc.).
 - The manner of installation and removal, dates of installation and dates of removal of constructed items and street decorations.
 - Promoter's decoration plan shall not include any advertisement of commercial products or sponsors, except the names and logos of the approved sponsors of the Race.
 - Promoter's proposed date to commence, complete and remove all items and activities identified in the Construction and Decoration Schedule.
 - No construction or installation of Circuit Improvements or street decoration activities shall commence more than sixty (60) days prior to the date of a scheduled Event and all Circuit Improvements and decorations shall be removed within twenty-one (21) days after the date of a scheduled Event. In addition, no installation or decoration activities shall commence prior to 7:30 a.m. in areas adjacent to residential buildings, and 7:00 a.m. elsewhere, nor continue after 6:00 p.m. Monday through Saturday. The restrictions in the immediately preceding sentence shall not be applicable during (i) the period commencing forty-eight (48) hours immediate preceding the Pre-Race Period and ending twenty-four (24) hours following the Race Period, and (ii) during pre-determined pedestrian bridge moves. All costs and expenses related to construction of Circuit Improvements and decorations shall be paid by the Promoter.



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- Promoter shall furnish to the City, concurrent with the Construction and Decoration Schedule, for approval by the City Manager, (i) a Daytime Traffic and Parking Plan and (ii) a Nighttime Traffic and Parking Plan (together with the Daytime Traffic and Parking Plan, the “Traffic and Parking Plans”), which shall provide, among other things, for the overnight re-opening of certain public streets within the Circuit during the Race Period. The Traffic and Parking Plans shall, at a minimum, include:
 - The location of the decentralized parking areas for use by Event attendees, slip permittees of the Downtown marinas, residents and patrons of business located within the Circuit and immediately adjacent thereto;
 - The manner in which pedestrian traffic will be managed with vehicular traffic;
 - The form and frequency of transportation to and from the parking areas to the downtown area and marinas;
 - The manner in which the Promoter proposes to publicize the availability of decentralized parking facilities and transportation services to the public and to marina slip permittees; and
 - The manner in which directional signage and equipment and traffic management staff will be provided.
- If during the Term of the Agreement, the Promoter requests or requires that a portion of the Circuit be reconstructed, redesigned or modified:
 - Promoter shall notify City in writing at least eleven (11) months in advance of any proposed changes to the Circuit.
 - Any proposed changes to the Circuit shall first be approved by the Long Beach City Council and the California Coastal Commission.
 - If Promoter requests modifications to Circuit or other City streets or City-owned property which are part of the Circuit, Promoter shall deposit with City, prior to commencement of any work, cash or its equivalent, in an amount equal to City’s cost incurred in designing, bidding, constructing and inspecting the requested modifications. “City’s Cost” as used herein shall include all staff and third party costs for the design, bid, construction and inspection and the contract price attributable to any modifications requested by the Promoter.
- Promoter shall have the right to operate or to license others to operate and run concessions, merchandising elements and catering activities within the Circuit Vicinity and to receive all revenues therefrom. Promoter shall obtain all required business licenses/permits. Promoter shall have no rights in areas leased to others or under the management, supervision or control of third parties under contract with City, including



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without limitation, the Long Beach Convention and Entertainment Center. Promoter shall detail its quantity, type and location of all concessions, catering and merchandising elements in the Planned Activities schedule.

- Promoter shall keep and maintain the Circuit, the area within the Circuit and any other areas under the control of Promoter and used in connection with the Grand Prix Race Event, Supporting Race Car Events and Race Related Activities and those areas within two hundred (200) feet of the Circuit, in a neat, clean and safe condition and in good order and repair, free and clear of litter and rubbish.
- The pedestrian overpass (Promenade/Promenade Bridge) between Seaside Way and Shoreline Drive shall be closed to public access (except for guests and patrons of the Hyatt Regency and Race ticket holders) during the Race Period, at the discretion of the City.
- Concurrently with the submittal of Promoter's Construction and Decoration Schedule, Promoter shall develop and submit to the City Manager for approval, Promoter's Marketing Plan for each Grand Prix Race Event. In developing its Marketing Plan, Promoter shall consult with City representatives and others under contract to City providing similar services as designated by the City Manager. Promoter shall coordinate its marketing activities with such persons or entities.
- Promoter shall defend and indemnify City and any and all of its officers and employees, harmless from and against any and all actions, suits, proceedings, claims and demands, loss, liens, cost, expense and any liability of any kind or nature whatsoever (Claims), for injury to or death of persons (including participants in the Grand Prix Race Event, Supporting Race Car Events or any Race Related Activity) or damage to property (including property owned by City) and from all other claims, whether in equity or in loss asserted by others, which may be brought, made, filed against, imposed upon or sustained by City, its officers or employees, and that may, in whole or in part, arise or be attributable to or be caused, directly or indirectly by (i) any act or omission of Promoter, its officers, agents, employees, contractors, patrons, licensees, or invitees, (ii) any violation of law, ordinances, or governmental order of any kind; or (iii) agents, employees, licensees or contractors of Promoter, except for claims attributable to the sole negligence of City.
- Promoter shall provide to City at least one hundred twenty (120) days prior to the Race Period, a Letter of Credit, naming the City as the beneficiary in the amount of one million dollars (\$1,000,000) in a form and substance reasonably acceptable to City ("Letter of Credit"). The Letter of Credit shall not expire until the day which is two (2) business days after the last day of the Race Period, and may be drawn upon by City in the event that the Promoter fails to conduct a Race or proposes to conduct a Race which is not consistent with the Agreement or fails to conduct a Grand Prix Race Event or otherwise default in its obligations causing damages to the City.



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- Promoter shall furnish annually to City two hundred fifty (250) highest priced reserved grandstand seating tickets sold to the public and the right to purchase an additional two hundred (200) highest priced tickets sold to the public at a fifty percent (50%) discount of the offered price.
- Promoter shall pay to City concurrent with submittal of the Construction and Decoration Schedule, a permit fee for permission to conduct the Grand Prix Racing Event on City streets in the sum of _____ dollars (\$_____) (the "Permit Fee"). The Permit Fee shall be adjusted every other year on July 1 by the cumulative increase in the appropriate Consumer Price Index.
- Promoter shall ensure that the Grand Prix Race Event receives at least one (1) hour of national television exposure.
- Promoter shall cooperate with City in jointly organizing a recycling policy to be implemented as part of the Construction and Decoration Schedule.
- Promoter shall pay to City, within thirty (30) days after the Grand Prix Race Event, the sum of _____ dollars (\$_____) ("Administrative Cost Reimbursement") in order to reimburse City for costs incurred in the administration of the Agreement between the parties. The Administrative Cost Reimbursement shall be adjusted annually in the same manner the Permit Fee is adjusted.
- Promoter shall pay to City the amount of all "Extraordinary Expenses" incurred by City in connection with the conduct of the Grand Prix Race Event, Supporting Race Car Events, and Race Related Activities. Extraordinary Expenses shall reflect the City's actual expenses each year and shall not be subject to an annual Consumer Price Index increase. Extraordinary Expenses as used here shall include:
 - Those costs and expenses actually incurred by City in providing City Services, including without limitation, police, security, fire, refuse, traffic, street sweeping, utility maintenance and inspections. Upon mutual consent of Promoter and City, Promoter may provide certain City Services on its own or pursuant to contracts with third parties, in which case the costs associated with such City Services shall be paid by Promoter and not be reimbursed to City.
 - Costs and expenses incurred by City in providing other services and the rental value of City materials, supplies, or equipment requested and used by Promoter, including the actual cost of providing and installing materials and devices for traffic control and safety as a direct consequence of the staging of the Grand Prix Race Event.
 - Lost parking revenues of the City or of the Long Beach Convention and Entertainment Center Parking Structure, the Hyatt Regency Parking Structure, or other public parking structures constructed within the Circuit as a direct



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consequence of the staging of the Grand Prix Race Event. The amount shall not exceed the daily rate for a parking space multiplied by the number of days such parking structures will be closed to the public. City will make available space for the purpose of parking race car transporters without charge during the Pre-Race Period and Race Period.

- Claims, demands, and liabilities asserted by third persons against City, its officers and employees (whether insured against or not and whether such claims, demands, and liabilities may be subject to the indemnification provided in Agreement), relating to or arising out of the conduct of the Grand Prix Race Event.
- City will submit an invoice for Extraordinary Expenses to Promoter within thirty (30) days after the Race Period and Promoter shall pay to City within thirty (30) days from receipt of City invoice.

DEFINITIONS FROM THE EXISTING AGREEMENT

Circuit

The City streets shown on “Exhibit A” on which the Grand Prix Race Event and Supporting Race Events are authorized to be conducted.

Circuit Improvements

The safety systems and related structures, bleachers, grandstands, pedestrian bridges, and other facilities and equipment the Promoter proposes to construct or install.

Circuit Vicinity

An area that shall include the Circuit and shall otherwise include that area of the City of Long Beach bounded on the West by the Los Angeles River, on the North by Third Street, on the east by Alamitos Street as if Alamitos Street extended South of Ocean Boulevard and on the South by the Pacific Ocean, including, but not limited to, Shoreline Aquatic Park, Rainbow Lagoon Park, Victory Park and Lincoln Park.

Construction and Decoration Schedule

A schedule of activities that shall disclose in reasonable detail (i) the streets and areas of and adjacent to the Circuit on which the Promoter proposes to construct or install Circuit Improvements; (ii) the approximate date on which each element of the Circuit Improvements is to be constructed or installed and the date of completion; (iii) the manner in which the Circuit Improvements will be installed; (iv) the dates on which the street decorations will be installed and removed, and (v) the manner in which the



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street decorations will be installed and removed. The Construction and Decoration Schedule shall include the following:

- Any Circuit Improvements on Aquarium Way in front of the Aquarium shall be placed no earlier than the 3rd Monday prior to the Race Period.
- Any fencing around the perimeter of the Aquarium will be installed no earlier than the Monday prior to the Race Period.
- Any grandstands on the south side of Shoreline Drive west of Pine Avenue shall be installed between the 2nd Monday and 2nd Wednesday prior to the Race Period.
- All grandstands and all Circuit Improvements on the south side of Shoreline Drive between Pine Avenue and Aquarium Way Circle, shall be removed no later than 11:00 am on the Tuesday immediately following the Race Period.
- Any remaining Circuit Improvements on the south side of Aquarium Way shall be removed no later than 6:00 pm on Wednesday immediately following the Race Period.

Cycling Event

An event that allows the public limited pedestrian and bicycle access to a portion of the Circuit for a ninety-minute period when the Circuit is closed on the second Tuesday prior to the Race Event. The Promoter will limit deliveries to the Circuit as much as possible during the Cycling Event and establish appropriate protocols for public access and traffic flow during the Cycling Event. The exact time and location of the Cycling Event may be changed from time to time upon mutual agreement.

Daytime Traffic and Parking Plan

A detailed plan, effective from 7:00 am to 6:00 pm during the Race Week that identifies the location of decentralized parking areas for use by patrons of the Grand Prix Race Event and by slip permittees of City's downtown marinas; the form and frequency of transportation to and from the identified decentralized parking areas which service the Circuit Vicinity; and the manner in which Promoter proposes to advertise, coordinate and staff the identified decentralized parking areas.

Grand Prix Race Event

Grand Prix Race Event shall include a Championship Grand Prix race featuring Formula One or IndyCar (Event). The Event shall be conducted only once each calendar year during the Race Period.



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Lay Down Yard

An area within or adjacent to the Circuit for use by Promoter for temporary storage of materials and equipment related to the Grand Prix Race Event.

Local Stakeholders

Businesses and residents within and adjoining the Circuit Vicinity including, the Villa Riviera, International Towers, the Sovereign and Blackstone apartments, Aquarium of the Pacific, Developers Diversified Realty (DDR), Shoreline Village, Downtown Long Beach Associates, Long Beach Convention Center, Harbor Breeze Cruises, tenants in the Pike Outlets, and others that may change from time to time.

Marketing Plan

A plan to be submitted concurrent with the submittal of the Construction and Decoration Schedule, which plan shall provide in reasonable detail the manner in which the Promoter intends to market the Grand Prix Race Event. The Marketing Plan shall provide that the Grand Prix Race Event be referred to as the Long Beach Grand Prix or the Grand Prix of Long Beach and may include the name of a sponsor. Promoter shall coordinate its marketing activities with the City.

Nighttime Traffic and Parking Plan

A detailed plan effective from 6PM to midnight during the Race Week that identifies decentralized parking areas for use by residents and patrons of businesses located within the Circuit Vicinity; the form and frequency of transportation to and from the identified decentralized parking areas which serve the Circuit; the manner in which the Promoter proposes to advertise, coordinate and staff the identified decentralized parking areas; the manner in which pedestrian traffic will be protected from vehicular traffic; and the manner in which directional signage and equipment and traffic management equipment and staff will be provided.

Planned Activities

Any activities within the Circuit during the Pre-Race Period, and the Race Period that involve the City, the public, the press, the race car drivers or the race cars.

Pre-Race Period

The seven (7) day period immediately preceding the Race Period where Promoter shall have the exclusive right to sponsor, co-sponsor, promote, co-promote or conduct within the Circuit Vicinity such Race Related Activities as are approved by the City Manager.



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Promoter

That party granted the rights and permissions to conduct the Grand Prix Race Event, Supporting Race Car Events and Race Related Activities in the City of Long Beach.

Race Period

The period during which the Grand Prix Race Event and Supporting Race Car Events are conducted on an annual basis once a year and shall not exceed a three and one-half (3 ½) day period beginning on Thursday at 3:00 PM and ending on the subsequent Sunday at 6:00 PM.

Race Related Activities

Race Related Activities may occur during the Pre-Race Period and Promoter shall have the exclusive right to sponsor, co-sponsor, promote, co-promote or conduct within the Circuit Vicinity such related events and activities as are approved by the City Manager. Such activities will require a Special Events Permit issued by the City. Activities may include the right to conduct a “press day” on any day during the ten (10) day period immediately preceding the Race Period.

Race Week

The combination of the Race Period and the Pre-Race Period.

Supporting Race Car Events

Supporting Race Car Events may include celebrity or other race car events sanctioned by a racing body on the Circuit during the Race Period.

Traffic and Parking Plans

A combination of both the “Daytime Traffic and Parking Plan” and the “Nighttime Traffic and Parking Plan”.



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Attachment A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES _____ NO _____ SIGNATURE _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)



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Attachment B

CURRENT AGREEMENT NO. 30691

[ATTACHED FOR REFERENCE; TO BE COMPLETED UPON CONTRACT AWARD.]

AMENDED AND RESTATED AGREEMENT**GRAND PRIX ASSOCIATION OF LONG BEACH, LLC****30691**

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into as of the 16th day of April, 2008 ("Effective Date"), pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting of March 18, 2008, by and between the **CITY OF LONG BEACH**, a municipal corporation ("City") and **GRAND PRIX ASSOCIATION OF LONG BEACH, LLC**, a Delaware limited liability company ("Association").

1. **RECITALS:** This Agreement is made with reference to the following facts and objectives:

1.1 On April 15, 1975, City and Association entered into a written agreement by which City granted to Association permission to conduct championship Grand Prix automobile races in the City of Long Beach. The original agreement was restated pursuant to an Amended and Restated Agreement dated September 15, 1995 ("Existing Agreement") between City and the Grand Prix Association of Long Beach, Inc., a California corporation, as predecessor-in-interest to Association. The term of the Existing Agreement expires on June 30, 2010.

1.2 Association's races have drawn national and international attention to the City of Long Beach, its natural advantages, resources, enterprises, attractions, climate and facilities.

1.3 Association has proposed to continue to conduct the championship Grand Prix automobile races and other events in the City of Long Beach for an additional ten (10) year period. City, in anticipation of continued national and international publicity and other valuable consideration, is willing to further extend the term of the Existing Agreement on the terms and conditions set forth in this Agreement (the "Agreement").

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 1.4 This Agreement amends and restates the Existing Agreement
2 in its entirety, and upon the Effective Date the Existing Agreement will be of no further
3 force or effect whatsoever.

4 2. TERM: The term of this Agreement shall commence on the date of
5 execution hereof (which shall be the date inserted above in the preamble of this
6 Agreement) by the City Manager of the City of Long Beach, or designee ("City Manager"),
7 and shall end on June 30, 2015 (the "Term"). The Term may be extended for one (1)
8 additional five-year period upon the mutual agreement of both parties.

9 3. GRAND PRIX EVENTS:

10 3.1 During the Term, City authorizes and grants exclusive
11 permission to Association to conduct a Championship Grand Prix race event in the City
12 (the "Race"). The Race shall be held on an annual basis during the spring, shall involve
13 Champ Car, the Indy Racing League, Formula 1 or other premier race car series
14 approved by the Automobile Competition Committee for the United States (ACCUS) and
15 certified by the Federation Internationale de L'Automobile (FIA), and shall include a
16 minimum of fourteen (14) race cars. If none of those series can be scheduled,
17 Association may schedule another similar premiere open-wheel racing association
18 approved by City in its sole and absolute discretion. The Race shall be held on the circuit
19 of City streets (the "Circuit") shown on Exhibit "A" attached hereto and by this reference
20 made a part hereof. In conjunction with the Race, Association is authorized to conduct
21 celebrity and other supporting race car events on the Circuit both before and immediately
22 following the Race. Further, Association is authorized to decorate City streets in
23 accordance with Association's construction and decoration plan schedule for the Race to
24 be submitted and approved in accordance with the provisions of paragraph 5.4. City
25 shall not permit or otherwise grant authority to any entity other than Association to
26 conduct a motor vehicle race within the City during the Term.

27 3.2 Except as otherwise set forth herein, the Circuit shall not
28 include any area leased by City to others or under the management supervision or

1 control of others pursuant to a contract with City. In conjunction with the staging and
2 conduct of the Race, Association may place its construction materials and elements of its
3 safety systems during the course of construction of the Circuit and shall place its viewing
4 stands and amenities only at those locations designated by the City Manager. To the
5 extent that locations on City-owned property are reasonably available, such locations
6 shall extend no more than one hundred (100) feet on either side of the Circuit and shall
7 be made available to Association without charge sixty (60) days prior to the Race Period
8 (as defined in paragraph 3.2) and twenty-one (21) days after the Race Period. City shall
9 provide to Association, at no charge, an area, mutually agreeable to both parties, suitable
10 for use as a staging yard (the "Lay Down Yard"). The Lay Down Yard shall be used only
11 for temporary storage of materials and equipment related to the Race, and shall be
12 located within or immediately adjacent to the Circuit. Association shall have the right to
13 use the Lay Down Yard beginning seventy-five (75) days prior to the Race Period and
14 ending thirty (30) days after the Race. Association shall be responsible for obtaining all
15 necessary permits for the Lay Down Yard and for paying the costs of restoring the Lay
16 Down Yard to the condition it was in immediately prior to its use by Association. In the
17 event the locations designated by the City Manager are unacceptable to Association,
18 Association may terminate this Agreement in accordance with the provisions of
19 paragraph 13. Upon termination, neither party shall be liable to the other for any costs,
20 expenses or damages of any kind whatsoever except as provided in paragraph 13.

21 3.3 The Race shall be conducted only once each calendar year
22 during the Term. The period during which the Race and other race car events may be
23 conducted shall not exceed a three and one-half (3-1/2) day period beginning on
24 Thursday at 3:00 pm and ending on the subsequent Sunday at 6:00 pm ("Race Period").
25 Events held on Thursday shall (i) be free, or if admission is charged, such admission fees
26 shall be less than admission for any other events during the Race Period, (ii) include
27 community-related programming, (iii) begin no earlier than 3:00 pm and shall end no later
28 than 5:45 pm, and (iv) shall provide for unrestricted egress from the Aquarium of the

Pacific ("Aquarium") garage until 2:45 pm. After the Race conducted in 2009, Association shall meet and confer with local stakeholders, including representatives from the Aquarium, Developers Diversified Realty ("DDR"), Shoreline Village, Downtown Long Beach Associates, Harbor Breeze Cruises, and restaurant owners in the Pike located south of Shoreline Drive (collectively, the "Local Stakeholders"), and Association and the Local Stakeholders shall determine whether or not to continue holding events on Thursday. Association shall notify City, in writing, eighteen (18) months in advance of the proposed dates of the Race Period and shall confirm in writing said dates at least eleven (11) months in advance of the Race Period.

4. RACE RELATED ACTIVITIES: During the seven (7) day period immediately preceding a Race Period ("Pre-Race Period"), Association shall have the exclusive right to sponsor, co-sponsor, promote, co-promote, or conduct within the Circuit Vicinity such Race related events and activities (but not actual race car events as described in Section 3.2) as are approved in writing by the City Manager. Association shall have the right to conduct a "press day" within the Circuit on any day during the ten (10) day period immediately preceding a Race Period.

4.1 Association shall notify the City Manager in writing of the Race related events it proposes to sponsor, co-sponsor, promote, co-promote or conduct during the Pre-Race Period at least twelve (12) months prior to the Race.

4.2 Concurrently with the submission of Association's Construction and Decoration Schedule (as defined in paragraph 5.4), Association shall apply for and obtain permits in accordance with the provisions of Chapter 5.60.030E of the Long Beach Municipal Code ("special event permits") for each Race related event to be held during the Pre-Race Period. City shall refrain from issuing any special event permit to any other person, firm or entity for an activity or event to be conducted during the Pre-Race Period or during the Race Period which (i) activity or event, in the City Manager's opinion, does not meet the criteria set forth in Long Beach Municipal Code Section 5.60.030C; or (ii) is to be conducted in the Circuit Vicinity. The term "Circuit

Vicinity" shall include the Circuit and shall otherwise include that area of the City of Long Beach bounded on the west by the Los Angeles Flood Control Channel, on the north by Third Street, on the east by Alamitos Street as if Alamitos Street extended south of Ocean Boulevard, and on the south by the Pacific Ocean including but not limited to Shoreline Aquatic Park, Rainbow Lagoon Park, Victory Park and Lincoln Park. Association acknowledges that this covenant to refrain from issuing special event permits to others shall not apply to City's parks (except as otherwise stated above), golf courses, other facilities under the jurisdiction of the Recreation Commission of the City of Long Beach, or activities that are protected under the First Amendment to the United States Constitution or other applicable law.

4.3 In connection with Race related events, Association shall have the right to operate or to license others to operate or use concessions, merchandising elements and catering activities and to receive all revenues therefrom both within the Circuit and within such areas described in special event permits issued to Association or its licensee as provided in paragraph 4.2, provided however that Association shall have no such rights in areas leased to others or under the management, supervision or control of third parties under contract with City, including without limitation the Long Beach Convention and Entertainment Center. Notwithstanding anything to the contrary appearing in this paragraph, Association and any of its officers, employees, agents, concessionaires, licensees, or other person, firm, or entity acting under the permission and authority granted by this paragraph shall obtain a City business license and such other permits as may be required by governmental agencies having jurisdiction. City shall not be required to determine whether an applicant for a City business license or other permit shall have first obtained Association's permission and consent prior to issuing a business license or permit.

5. ASSOCIATION'S COVENANTS: During the Term, Association, at its cost, shall:

1 5.1 Apply for and obtain all necessary sanctions and approvals to
2 conduct the Race on City streets and to furnish City with a copy or copies thereof upon
3 demand.

4 5.2 Design and construct such improvements and safety systems
5 for the Circuit as may be required by sanctioning bodies in accordance with plans and
6 specifications approved by the sanctioning bodies and the City Manager.

7 5.3 Notify City in writing at least eleven (11) months in advance of
8 a Race of any proposed change to the Circuit shown on Exhibit "A". Any proposed
9 change of the Circuit shall be first approved by the Long Beach City Council.

10 5.4 Furnish City in writing, at least six (6) months prior to the date
11 of a scheduled Race, Association's Circuit construction and street decoration schedule
12 ("Construction and Decoration Schedule") for approval by the City Manager.
13 Association's Construction and Decoration Schedule shall disclose in reasonable detail (i)
14 the streets and areas of and adjacent to the Circuit on which Association proposes to
15 construct or install its safety systems and related structures, bleachers, grandstands,
16 pedestrian bridges, and other facilities and equipment ("Circuit Improvements"); (ii) the
17 approximate date on which each element of the Circuit Improvements is to be
18 constructed or installed and the date of completion of the construction or installation; (iii)
19 the manner in which the Circuit Improvements will be installed; (iv) the dates on which the
20 street decorations will be installed and removed, and (v) the manner in which the street
21 decorations will be installed and removed. Association's decoration plan shall not include
22 any advertisement of commercial products or sponsors, except the names and logos of
23 the named and presenting sponsors of the Race may appear on the decorations.

24 5.4.1 Notwithstanding the foregoing, no construction or
25 installation of Circuit Improvements or decoration of City streets shall commence more
26 than sixty (60) days prior to the date of a scheduled Race and all Circuit Improvements
27 and decorations shall be removed within twenty-one (21) days after the date of a
28 scheduled Race, unless weather or other circumstances beyond Association's control

1 prevent removal within that period, but in no event more than thirty (30) days after the
2 date of a scheduled Race.

3 5.4.2 City reserves the right to designate certain barriers and
4 fencing which shall remain in place, at no cost to City, to be used to secure City
5 construction sites. Association, at City's expense, shall remove the designated barriers
6 and fencing within thirty (30) days after written notice from the City Manager if the date of
7 removal is other than a date on which the Circuit Improvements are being removed after
8 a Race. If the removal date coincides with the removal of the Circuit Improvements,
9 Association shall bear all costs attributable thereto. During such times as the barriers
10 and fencing remain in place at the request and convenience of City, City shall indemnify
11 Association, its officers, directors, and employees from all damages to persons and
12 property arising from City's use and the placement thereof.

13 5.4.3 No construction of Circuit Improvements or street
14 decoration activities shall commence prior to 7:30 a.m. in areas adjacent to residential
15 buildings or 7:00 a.m. elsewhere nor continue after 6:00 p.m. The restrictions in the
16 immediately preceding sentence shall not be applicable during (i) the period commencing
17 forty-eight (48) hours immediately preceding the Race and ending twenty-four (24) hours
18 following the Race, or (ii) during any period which City and Association mutually agree to
19 waive such restrictions.

20 5.4.4 The City Manager shall have the right within thirty (30)
21 days from the date of submittal of the Construction and Decoration Schedule to approve,
22 approve in part, or disapprove the schedule. If the Construction and Decoration
23 Schedule or any part thereof is disapproved, Association shall submit a revised schedule
24 or schedules or revised portions thereof within ten (10) days from the date of City's notice
25 disapproving the schedule or any part thereof. Any proposed change to an approved
26 Construction and Decoration Schedule shall also be approved by the City Manager.

27 5.4.5 All costs and expenses related to the construction of
28 the Circuit Improvements and of decorating City streets shall be paid by Association.

1 5.5 Association may display advertising materials on
2 Association's barriers, bridges, viewing stands, tents and other structures used in the
3 conduct of the Race during the Race Period.

4 5.6 Concurrently with the submittal of Association's Construction
5 and Decoration Schedule, develop, make arrangements for, and submit to the City
6 Manager for approval (i) a daytime traffic management plan ("Daytime Traffic and Parking
7 Plan") which shall contain parking facilities during the Race Period, and (ii) a nighttime
8 traffic management plan ("Nighttime Traffic and Parking Plan", and together with the
9 Daytime Traffic and Parking Plan, the "Traffic and Parking Plans") which shall provide for
10 the overnight re-opening of certain public streets within the Circuit during the Race
11 Period. The Daytime Traffic and Parking Plan shall include, without limitation, (i) the
12 location of the decentralized parking areas for use by Race patrons and slip permittees of
13 City's downtown marinas; (ii) the form and frequency of transportation to and from the
14 parking areas to the downtown area and marinas; and (iii) the manner in which
15 Association proposes to publicize the availability of decentralized parking facilities and
16 transportation services to the public and to marina slip permittees. The Nighttime Traffic
17 and Parking Plan shall include, without limitation, (i) the location of the decentralized
18 parking areas for use by residents and patrons of businesses located within the Circuit
19 and immediately adjacent thereto, (ii) the form and frequency of transportation to and
20 from the parking areas to the downtown area and marinas; (iii) the manner in which
21 Association proposes to publicize the availability of decentralized parking facilities and
22 transportation services to the public; (iv) the manner in which pedestrian traffic will be
23 managed with vehicular traffic, and (v) the manner in which directional signage and
24 equipment and traffic management staff will be provided. The City Manager shall have
25 the right within thirty (30) days from the date of submittal of the Traffic and Parking Plans
26 to approve, approve in part, or disapprove either or both plans. If either or both Traffic
27 and Parking Plans, or any parts thereof, are disapproved, Association shall submit a
28 revised plan or revised portion thereof, as applicable, within then (10) days from the date

1 of City's notice disapproving either plan or any part thereof. Any proposed change to the
2 approved Traffic and Parking Plans shall also be approved by the City Manager.

3 5.7 Offer to and provide out-of-town tours or other suitable
4 activities on either of the final two (2) days of the Race to (i) persons residing in
5 apartments or other residences which were occupied as of December 15, 1982 on the
6 north side of Seaside Way and southerly of Ocean Boulevard (including residents of the
7 Villa Riviera, Sovereign and Blackstone Apartments) between Pine Avenue and Alamitos
8 Avenue and (ii) to persons residing in the greater downtown area who submit
9 documented proof of health conditions which may be aggravated by the noise of a Race.

10 5.8 Concurrently with the submittal of Association's Construction
11 and Decoration Schedule, develop and submit to the City Manager for approval
12 Association's marketing plan for the upcoming Race stating in reasonable detail the
13 manner in which Association's marketing plan and the conduct of the Race will publicize
14 City. Any such marketing plan shall provide that the Race shall be referred to as the
15 "Long Beach Grand Prix" or the "Grand Prix of Long Beach" and may include the name of
16 a sponsor. In developing its marketing plan, Association shall consult with City's
17 advertising representatives and others under contract to City providing similar services as
18 designated by the City Manager. Association shall coordinate its planning and marketing
19 activities with such persons or entities.

20 5.9 Apply for and obtain a coastal development permit for any
21 construction activities contemplated by Association with respect to the conduct of a Race
22 as may be required by law or regulation. If City shall incur any expense or be required to
23 perform any services in connection therewith, Association shall reimburse City therefor
24 within thirty (30) days from the date of City's invoice stating the amount to be reimbursed,
25 provided, however, Association's liability for such costs shall not exceed Ten Thousand
26 Dollars (\$10,000.00). The provisions of this paragraph 5.9 are intended to and shall
27 include those costs and services incurred or to be incurred by City in preparing any
28 Environmental Impact Report or supplement thereto regarding a Race and are in addition

1 to the permit fee and reimbursable costs and expenses referred to in paragraphs 5.12,
2 6.2.4 and 7, respectively.

3 5.10 Keep and maintain the Circuit, the area within the Circuit, any
4 other area under the control of Association and used in connection with a Race or a Race
5 related event and those areas within two hundred (200) feet of the Circuit in a neat, clean
6 condition and in good order and repair, free and clear of litter and rubbish. Within five (5)
7 days after the completion of a Race, Association, at its cost, shall remove or cause to be
8 removed all litter and rubbish from the areas mentioned in this paragraph 5.10. In the
9 event Association shall fail or refuse to perform the covenants contained in this
10 paragraph 5.10, City may, but shall not be obligated to do so, remove and dispose of all
11 litter and rubbish at Association's cost.

12 5.11 Furnish annually to City two hundred fifty (250) tickets to the
13 Race. The tickets to be provided under the provisions of this paragraph 5.11 shall be
14 those offered to the public at the highest price or at such other price as may be mutually
15 agreed upon to be used by City for promotional purposes. In addition, City shall have the
16 right to purchase an additional two hundred (200) tickets of the same face value at fifty
17 percent (50%) of the offered price. None of the tickets provided by Association under this
18 subparagraph shall be offered for resale or be resold. City may elect to combine these
19 tickets with a hospitality area at City's cost. City shall notify Association of its intent to do
20 so at least nine (9) months prior to a Race Period and may cancel any such election upon
21 ninety (90) days' written notice to Association.

22 5.12 Pay to City, within (30) days after the Race, a permit fee for
23 permission to conduct the Race on City streets in the sum of Eighty-Two Thousand and
24 Eighty-Seven Dollars (\$82,087) (the "Permit Fee"). The Permit Fee shall be adjusted
25 every other year on July 1st during the Term (each, an "adjustment date"), commencing
26 on July 1, 2008. The amount of the adjusted Permit Fee shall be determined by
27 comparing the (x) Consumer Price Index for All Urban Consumers for Los Angeles-Long
28 Beach-Anaheim, California published by the United States Department of Labor, Bureau

1 of Labor Statistics ("Index"), which is published immediately preceding the adjustment
2 date ("Adjustment Index"), to (y) the Index published immediately preceding the Effective
3 Date ("Beginning Index"). If the Adjustment Index has increased from the Beginning
4 Index, the Permit Fee payable for the next Race shall be determined by multiplying the
5 sum of \$82,087 by a fraction, the numerator of which is the Adjustment Index and the
6 denominator of which is the Beginning Index. If the Index is changed, the Index shall be
7 converted in accordance with the appropriate conversion factor published by the United
8 States Department of Labor. If the Index is discontinued or revised during the Term,
9 such other governmental index or computation with which it is replaced shall be used in
10 order to obtain substantially the same result as would have been obtained had the Index
11 not been discontinued or revised. In no event shall the amount of the Permit Fee be less
12 than \$82,087. In the event City imposes an admission tax on the sale of Race tickets,
13 Association's obligations under this paragraph 5.12 shall be suspended during such
14 period as the admission tax is in effect.

15 5.13 Pay to City a commission fee equal to fifteen (15%) of the full
16 price of any sponsorship package actually purchased from the Association by a third-
17 party which the City can reasonably document was referred to the Association by City.

18 5.14 Ensure that the Race receives at least one (1) hour of national
19 television exposure.

20 5.15 Cooperate with City in jointly organizing a recycling policy for
21 all Race events.

22 6. CIRCUIT MODIFICATIONS: If during the Term, either City or
23 Association shall request or require that the Circuit be relocated and the new
24 configuration is approved by the City Council as provided in paragraph 5.3, the approved
25 modification shall be constructed and the cost thereof shall be paid in accordance with
26 the provisions of this paragraph.

27 6.1 If Association requests a modification to the Circuit or other
28 improvement of City streets or City-owned property which are a part of the Circuit,

1 Association shall deposit with City, prior to the commencement of any work, cash in an
2 amount equal to City's Cost incurred in designing, constructing and inspecting that part of
3 the approved modification to the Circuit. "City's Cost" as used herein shall include all
4 engineering costs for the design, inspection and the contract price attributable to the
5 enhancement required to accommodate the Race. City may make disbursements from
6 the sum deposited periodically to City's contractor for the work and to reimburse itself for
7 engineering costs for design and inspection. In the event the sum deposited is
8 insufficient to pay City's Cost in full, Association shall pay to City, upon, demand, such
9 additional sum or sums as may be required. If the sum deposited exceeds City's Cost,
10 City shall promptly refund any sum in excess of City's Cost. City shall not be required to
11 pay Association any interest on the deposit during the period the deposit is retained by
12 City. Notwithstanding the foregoing, the deposit made by Association may be invested
13 by City and all interest earnings thereon shall accrue to and be retained by the City.
14 Association shall bear no responsibility for modifications requested to be made to the
15 Circuit by parties other than the Association. Association shall have a reasonable right to
16 comment on any modifications that impact the physical layout of the Circuit.

17 6.2 Alternatively, Association may elect to arrange for a private
18 contractor to perform the approved modifications to the Circuit subject to the following
19 conditions:

20 6.2.1 City's Director of Development Services or designee
21 (the "Director of Development"), shall have final approval over the scope of work to be
22 performed and the materials to be used.

23 6.2.2 The Director of Development shall supervise all
24 excavation and work to be performed by Association or Association's contractor and shall
25 ensure that all appropriate safety and traffic restriction measures are enforced.

26 6.2.3 The Director of Development shall inspect all work
27 performed by Association or Association's contractor to ensure compliance with
28 applicable laws and standards. No work shall be accepted as completed until such time

1 that such inspection has been made and work is found to be satisfactory.

2 6.2.4 Association shall reimburse City for all costs incurred
3 by City in performing the services described in paragraph 6.1, 6.2 and 6.3 within thirty
4 (30) days from the date of City's invoice stating the amount to be reimbursed.

5 6.2.5 No work performed in the public right-of-way shall
6 permanently alter the existing traffic flow pattern.

7 6.3 The parties acknowledge that they are both signatory to a
8 contract with DDR, dated April 13, 2004, (the "DDR Contract") the term of which is
9 partially concurrent with this Agreement.

10 6.4 If City sells, leases, builds on, develops, contracts in any
11 manner with a third party for the development of, or otherwise removes from availability
12 property that Association now uses in conjunction with the Race, either located within or
13 adjacent to the Circuit, City shall use its best efforts to replace it with substantially similar
14 property of the same square footage suitable for use in the same manner as the property
15 which is being replaced within or immediately adjacent to the Circuit and otherwise
16 reasonably satisfactory to Association. City acknowledges that suitability may include
17 factors such as distance from the start/finish line, height restrictions, pavement,
18 availability of utilities, and grade.

19 7. REIMBURSEMENT OF EXPENSES: In addition to the fees and
20 costs which are subject to reimbursement as provided in paragraphs 5.9, 5.12 and 6.2.4,
21 Association agrees to reimburse City for the following costs and expenses:

22 7.1 Association shall pay to City, within thirty (30) days after the
23 Race, the sum of Forty-Two Thousand Five Hundred Sixteen Dollars (\$42,516)
24 ("Administrative Cost Reimbursement"), in order to reimburse City for costs incurred in
25 the administration of this Agreement. The Administrative Cost Reimbursement shall be
26 adjusted annually in the same manner as the Permit Fee is adjusted pursuant to
27 paragraph 5.12, but in no event shall the Administrative Cost Reimbursement be less
28 than \$42,516.

1 7.2 Association shall pay to City the amount of all Extraordinary
2 Expenses incurred by City in connection with the conduct of race-related activities during
3 the Race Period. "Extraordinary Expenses" as used in this Agreement shall include:

4 7.2.1 those incremental costs and expenses actually incurred
5 by City in providing those City services, including without limitation police, security, fire,
6 refuse, traffic, sweeping, sewer, and inspections, as more particularly described in Exhibit
7 "B" attached hereto and by this reference made a part hereof ("City Services"); provided
8 that the maximum amount Association shall be obligated to reimburse under this
9 paragraph 7.2.1 for City Services shall be Three Hundred Ninety-Four Thousand Nine
10 Hundred Fifty-Five Dollars (\$394,955) ("City Services Reimbursement Amount"), adjusted
11 every other year using the adjustment method described in paragraph 5.12, plus any
12 incremental increases in City Services due to a material change to the Circuit. Upon
13 mutual consent of the parties, Association may provide certain City Services on its own or
14 pursuant to contracts with third parties, in which case the costs associated with such City
15 Services shall not be reimbursed to City and the City Manager and Association shall
16 amend Exhibit "B" accordingly to reflect any changes to the scope of City Services. The
17 maximum amount to be billed under this subsection includes services for Friday,
18 Saturday and Sunday only, and the parties acknowledge and agree that those
19 incremental costs and expenses incurred by City during Thursday events (if any) shall be
20 billed to Association separately. The total amount to be paid by Association to City under
21 paragraph 5.12, paragraph 7.1 and this paragraph 7.2.1 shall therefore be Five Hundred
22 Nineteen Thousand Five Hundred Fifty-Eight Dollars (\$519,558), subject to adjustment
23 as provided by this Agreement.

24 7.2.2 costs and expenses incurred by City in providing other
25 services and the rental value of City materials, supplies, or equipment requested and
26 used by Association including the actual cost of providing and installing materials and
27 devices for traffic control and safety as a direct consequence of the staging of the Race;

28 7.2.3 lost parking revenues to City or to the manager of the

1 Long Beach Convention and Entertainment Center Parking Structure, the Hyatt Regency
2 Parking Structure or other public parking structures constructed within the Circuit as a
3 direct consequence of the staging of the Race, the amount of which may be negotiated or
4 waived by City, but shall not exceed an amount equal to the daily rate for a parking space
5 multiplied by the number of days such parking structures will be closed to the public in
6 accordance with the Construction and Decoration Schedule, multiplied by the number of
7 parking spaces which are unavailable to the general public or patrons and guests of the
8 Long Beach Convention and Entertainment Center or the Hyatt Regency; notwithstanding
9 the foregoing, the public parking structure constructed as part of the expansion of the
10 Long Beach Convention & Entertainment Center may be used by Association.
11 Association shall have the use of the ground floor thereof for the purpose of parking race
12 car transporters without charge during the Race Period;

13 7.2.4 reasonable cost of repair or damages to City-owned,
14 operated, leased or controlled property, improvements, and facilities, including without
15 limitation landscaping, which during the conduct of a Race are under the control of
16 Association or for which Association is obligated to provide or pay for security thereof;

17 7.2.5 claims, demands, and liabilities asserted by third
18 persons against City, its officers and employees (whether insured against or not and
19 whether such claims, demands, and liabilities may be subject to the indemnification
20 provisions of this Agreement) relating to or arising out of the conduct of a Race.

21 7.3 No later than ninety (90) days prior to the date on which a
22 Race is scheduled, City shall give Association an estimate of the Extraordinary Expenses
23 to be incurred in subparagraphs 7.2.1, 7.2.2, 7.2.3, 7.2.4, and 7.2.5 set forth above.
24 Notwithstanding anything to the contrary appearing herein, City reserves the right to
25 determine the level of services to be provided by it in connection with the conduct of a
26 Race. Within thirty (30) days after the date of a Race, whether the Race is conducted or
27 not, City shall submit its invoice for Extraordinary Expenses to Association. In the event
28 an Extraordinary Expense in subparagraphs 7.2.4 and 7.2.5 is not discovered or asserted

1 or the amount thereof cannot be ascertained with reasonable certainty within said thirty
2 (30) day period, City shall promptly invoice Association for any such Extraordinary
3 Expense upon ascertainment of the existence and/or the amount thereof. Association
4 shall pay the amount of any Extraordinary Expense invoiced within thirty (30) days after
5 the date of City's invoice. If Association shall dispute the amount of Extraordinary
6 Expenses, Association shall pay to City the amount invoiced under protest pending
7 resolution of the dispute which amount shall be deposited to the City Treasury and may
8 be invested. All interest earnings thereon shall be retained by City.

9 8. CITY'S COVENANTS:

10 8.1 Subject to Association's performance of each of its obligations
11 under this Agreement, and further subject to the limitation of the power of the City Council
12 to bind subsequent City Councils, City shall adopt annually a resolution closing the public
13 streets for those dates during which the Circuit is being constructed and withdrawing the
14 use thereof as a public street on those dates on which the time trials and the Race are to
15 be conducted.

16 8.2 City shall construct or cause to be constructed, at
17 Association's cost, such changes to or improvements of City streets or other City-owned
18 property as may be requested by Association as provided in paragraph 6. Any such work
19 shall be accomplished in accordance with City's competitive bidding procedures and in
20 accordance with Association's requirements.

21 8.3 City shall close the pedestrian overpass to public access
22 (except for guests and patrons of the Hyatt Regency) over the Hyatt Regency Parking
23 Structure between Seaside Way and Shoreline Aquatic Park during the three (3) days
24 that a Race is being conducted. Association may display one (1) advertising banner on
25 either side of such pedestrian overpass in a manner approved by the City Manager.

26 8.4 At least ninety (90) days prior to the date of or before which
27 Association is required to submit to City the Construction and Decoration Schedule, City
28 shall notify Association of planned developments within, on, or adjacent to the Circuit

1 which may affect that schedule. City shall use its best efforts to obtain from contractors
2 and/or developers of areas within or adjacent to the Circuit contractual commitments
3 permitting Association to construct and place viewing stands within or adjacent to the
4 Circuit without cost to Association for such permission. Association shall be responsible
5 for all costs of construction of required infrastructures for and erection of viewing stands
6 on the designated locations. If City is unable to obtain contractual commitments from
7 developers acceptable to Association, City shall use its best efforts to locate suitable
8 alternate locations which are mutually agreeable to the parties. If City is unable to obtain
9 contractual commitments from developers or locate suitable alternate locations,
10 Association sole remedy shall be the termination of this Agreement in accordance with
11 the provisions of paragraphs 13.1.

12 8.5 During the construction of Circuit Improvements, City, at its
13 cost, shall continue to provide its usual and customary services to the areas on which the
14 Circuit Improvements are being installed and constructed, unless prevented by the nature
15 of the installation or construction.

16 8.6 Association acknowledges that City has entered into a private
17 services contract for the operation and management of the Long Beach Convention &
18 Entertainment Center and that Association's right to use the facilities under the
19 management, supervision and control of City's contractor is subject to and subordinate to
20 the rights, privileges and powers granted to said contractor. City, in negotiations to
21 extend, modify or renew said private services contract, shall use its best efforts to secure
22 for Association the exclusive right to operate and/or license others to operate during the
23 Race Period concessions in areas under City's contractor's management, supervision
24 and control outside of the structure comprising the Long Beach Convention &
25 Entertainment Center and within the Circuit. If City is unable to secure such exclusive
26 concession rights, Association's sole remedy shall be the termination of this Agreement.
27 Association shall exercise its right to terminate this Agreement and notify City of its
28 election within ninety (90) days after the City Council approves an amendment to or an

1 extension or renewal of the private services contract.

2 8.7 Within ten (10) days of receipt of a written request from
3 Association in the form attached hereto as Exhibit "C" and by this reference made a part
4 hereof, City shall deliver to Association a written list (the "Project List") of all projects
5 under development within the Project Development Area which are subject to
6 discretionary review (as opposed to administrative projects) by City staff. For purposes
7 of this paragraph "Project Development Area" shall include that area of the City of Long
8 Beach bounded on the west by the Los Angeles Flood Control Channel, on the north by
9 Ocean Boulevard, on the east by Alamitos Street as if Alamitos Street extended south of
10 Ocean Boulevard, and on the south by the Pacific Ocean. After receipt of the Project
11 List, Association may request further information from City, including without limitation the
12 identity and contact information of the proposed developer and the schedule for public
13 input and City approval, regarding any development which Association reasonably
14 believes may impact the conduct of the Race. City shall provide such information to
15 Association promptly upon request. City and Association shall use their best efforts to
16 work with each other and potential developers within the Project Development Area to
17 refine the notification process described in this paragraph 8.7.

18 8.8 In consideration of the reimbursement payment made by
19 Association to City under Section 7.2.1, City shall provide City Services within the Circuit
20 Vicinity commensurate with the level of services described in Exhibit "B". Should City be
21 unable to provide the required level of City Services then the payment required under
22 Section 7.2.1 shall be reduced to reasonably reflect the actual level of City Services
23 provided.

24 9. INDEMNIFICATION: Association shall defend and indemnify City
25 and any and all of its officers and employees harmless from and against any and all
26 actions, suits, proceedings, claims and demands, loss, liens, cost, expense and liability,
27 of any kind or nature whatsoever ("claims"), for injury to or death of persons (including
28 participants in a race) or damage to property (including property owned by City) and from

1 all other claims whether in equity or in law asserted by others, which may be brought,
2 made, filed against, imposed upon or sustained by City, its officers or employees, and
3 that may, in whole or in part, arise from or be attributable to or be caused, directly or
4 indirectly, by (i) any act or omission of Association, its officers, agents, employees,
5 contractors, patrons, licensees, or invitees; (ii) an violation of law, ordinance, or
6 governmental order of any kind; or (iii) the performance by Association, its officers,
7 agents, employees, or licensees or contractors of any authorized or permitted act
8 contemplated by this Agreement except for claims attributable to the sole negligence of
9 City. With respect to any such claim, City shall notify Association thereof, shall tender
10 Association the defense thereof, and shall assist Association as may reasonably be
11 requested in the defense thereof. Association shall resist and defend any such claim and
12 shall conduct or have conducted the necessary investigation and adjusting related
13 thereto. Payment by City of any claim shall not be a condition precedent to recovery
14 under this indemnification.

15 10. INSURANCE: As a condition precedent to Association's right to
16 exercise the permission granted by this Agreement, and in partial performance of
17 Association's obligations under paragraph 9, Association, at its cost, shall procure and
18 maintain in full force and effect, during events or the performance of any activities
19 authorized under this Agreement:

20 10.1 Workers' compensation insurance as required by the Labor
21 Code of the State of California and Employer's Liability with limits not less than One
22 Million Dollars (\$1,000,000.00) per accident.

23 10.2 Commercial general and automobile liability insurance with a
24 combined single limit of not less than Twenty Million Dollars (\$20,000,000.00) per
25 occurrence for the Race and events and activities prior to and after the Race, including
26 the installation and removal of Circuit Improvements. Said insurance shall include fire
27 legal liability coverage in an amount not less than Fifty Thousand Dollars (\$50,000.00),
28 and shall also extend to provide broad form contractual liability, participants' liability and

1 liquor liability protection. The policy or policies shall contain, or be endorsed to contain,
2 the following provisions:

3 10.2.1 City, its officers, employees and volunteers shall be
4 covered as insureds with respect to liability arising out of (i) activities performed by or on
5 behalf of Association; (ii) products and completed operations of Association; (iii) premises
6 owned, leased or used by Association; (iv) the activities of concessions licensed by
7 Association; (v) events sponsored by Association.

8 10.2.2 The coverage shall contain no special limitations on the
9 scope of protection afforded to City, its officers, employees or volunteers.

10 10.2.3 Association's insurance coverage shall be primary
11 insurance as respects City, its officers, employees and volunteers. Any insurance or self-
12 insurance maintained by City or its officers, employees or volunteers shall be excess of
13 Association's insurance and shall not contribute with it.

14 10.2.4 Any failure to comply with reporting provisions of the
15 policies shall not affect coverage provided to City, its officers, employees or volunteers.

16 10.2.5 Coverage shall state that Association's insurance shall
17 apply separately to each insured against whom claim is made or suit is brought, except
18 with respect to the limit of the insurer's liability.

19 10.3 Each insurance policy required under this Agreement shall be
20 endorsed to state that coverage shall not be suspended, voided, cancelled by either
21 party, reduced in coverage of in limits except after thirty (30) days prior written notice has
22 been given to City. Acceptable insurance coverage shall be placed with carriers admitted
23 to write insurance in California, or carriers with a rating of or equivalent to A:VIII by A. M.
24 Best & Company. Any deviation from this requirement shall require specific approval in
25 writing from the City Manager.

26 10.4 Insurance shall be required for contractors employed by
27 Association or concessions licensed by Association subject to all the requirements stated
28 herein except that the commercial general and automobile liability insurance may be in

1 an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence or Two
2 Million Dollars (\$2,000,000.00) general aggregate. Upon request by City, Association
3 shall provide separate certificates and endorsements showing evidence of compliance by
4 each contractor or concession.

5 10.5 Such insurance provided by Association may provide for such
6 deductibles or self-insured retention as approved in writing by the City Manager. In the
7 event such insurance provides for deductibles or self-insured retention, Association
8 agrees that it will fully protect City, its officers and employees in the same manner as
9 those interests would have been protected had the policy not contained the deductible or
10 retention provisions.

11 10.6 Not more frequently than once each calendar year, if in the
12 opinion of the City Manager the coverages or the limits of insurances described in this
13 paragraph are not adequate, Association shall increase the limit and/or provide such
14 additional coverages as required by the City Manager. If the insurances required by this
15 paragraph 10 cannot be obtained by Association, Association may request that the
16 requirements be modified. Any change of insurance requirements shall be approved by
17 the City Council upon such terms and conditions the City Council determines to be
18 necessary. The parties shall promptly execute a memorandum agreement setting forth
19 the changed insurance requirements and such other matters as the City Council may
20 approve.

21 10.7 Association shall deliver the required policy or policies of
22 insurance, or certified or photostatic copies thereof, or certificates thereof, to City as
23 follows: (i) the installation and removal policy shall be delivered at least ninety (90) days
24 prior to the date of a scheduled race; and (ii) the Race event policy shall be delivered at
25 least thirty (30) days prior to the date of a Race. Both of the required policies shall be
26 delivered for approval by the City Manager as to sufficiency and to the City Attorney for
27 approval as to form. At least fifteen (15) days prior to the expiration of any such policy, a
28 certificate showing that such insurance coverage has been renewed or extended shall be

1 filed with City. If such coverage is cancelled or reduced, Association shall, within ten (10)
2 days after receipt of written notice of such cancellation or reduction of coverage, file with
3 City a certificate showing that the required insurance has been reinstated or provided
4 through another insurance company or companies. Association agrees to suspend and
5 cease all operations contemplated by this Agreement during such periods of time as the
6 required insurance coverage is either not in effect or proof thereof has not been
7 submitted to City. Notwithstanding any other provisions to the contrary, upon failure to so
8 file the required certificates, City may, without further notice, cancel and terminate this
9 Agreement and exercise such other rights as it may have in the event of Association's
10 default.

11 10.8 The procuring of such policy or policies of insurance shall not
12 be construed to be a limitation in any respect upon Association's obligations under
13 paragraph 9.

14 10.9 With respect to damage to property, City and Association do
15 hereby waive all rights of subrogation, one against the other, but only to the extent that
16 collectable commercial insurance may be available for said damage. With respect to
17 Workers' Compensation and Employer's Liability, Association agrees to waive all rights of
18 subrogation against City, its officers, employees and volunteers for losses arising from
19 activities performed or events occurring under this Agreement.

20 11. TAXES: Association shall pay, prior to delinquency, all lawful taxes,
21 assessments, and other governmental or district charges that may be levied upon its
22 property and the interest created by this Agreement.

23 12. ASSIGNMENT: Association shall not assign or transfer this
24 Agreement or any interest therein, or permit the transfer thereof by operation of law or
25 otherwise except to a wholly-owned subsidiary or parent of Association or an entity with
26 the same management as Association which is capable of fulfilling Association's
27 covenants and obligations under this Agreement. Except as otherwise provided herein,
28 any attempted assignment or transfer shall not create any right whatsoever in the

transferee or assignee. Except as otherwise provided herein, in the event Association shall be sold or acquired by any other person, firm or entity, adjudicated a bankrupt or become insolvent or subjected to a receivership, City may, at its discretion, terminate this Agreement without further notice.

13. TERMINATION:

13.1 Except as otherwise provided in paragraph 10.7, if Association shall fail or refuse to perform any term, covenant, or condition of this Agreement and shall fail to cure such default within fifteen (15) days after written notice from City, then City may terminate this Agreement by giving Association written notice of its election to terminate at least fifteen (15) days prior to the date of termination. If Association fails to conduct a Race in any given year or proposes to conduct a Race which is not consistent with Section 3.1, then City shall have the right to terminate this Agreement upon fifteen (15) days advance written notice.

13.2 If during the Term (i) the City Manager's designation of locations for the placement of construction materials and elements of the safety systems during construction of the Circuit and for the installation of viewing stands and amenities for the conduct of the Race is unacceptable to Association; or (ii) the Circuit is modified, without Association's consent, as a result of planned developments within, on or adjacent to the modified Circuit and such modifications render the Circuit unacceptable to Association, Association may terminate this Agreement upon giving City sixty (60) days written notice.

13.3 If any act or omission of City gives Association the right to terminate this Agreement pursuant to this Section 13, Association shall have the right to require that City make a good faith attempt to resolve the issue giving rise to Association's right to terminate by including a demand for negotiation in its notice of termination. In the event Association elects to negotiate, City shall make its officials, including representatives from the City's Manager's Office, the City Attorney's Office and the Special Events Bureau Manager, available for that purpose and both City and

1 Association shall negotiate in good faith for a thirty (30) day period following Association's
2 notice of termination in order to amend the terms of this Agreement and/or otherwise
3 agree upon a reasonable solution to any outstanding issues which gave rise to
4 Association's right to terminate hereunder.

5 14. MISCELLANEOUS PROVISIONS:

6 14.1 Notice: Any notice, demand, request, consent, approval or
7 communication that either party desires or is required to give to the other party shall be in
8 writing addressed to the other party as follows:

9 TO CITY:

10 c/o City Manager
11 13th Floor, City Hall
12 333 West Ocean Boulevard
13 Long Beach, California 90802
14 FAX No. (310) 570-6583

14 TO ASSOCIATION:

15 Grand Prix Association of Long Beach, LLC
16 3000 Pacific Avenue
17 Long Beach, California 90806
18 FAX No. (562) 981-2632

19 or such other address as may have been specified by notifying the other party of the
20 change of address. Notice shall be deemed served upon receipt if personally served or
21 sent by facsimile transmission or on the fourth business day following the day of mailing if
22 mailed with the United States Postal Service, by certified mail, return receipt requested.
23 All payments required under this Agreement shall be deemed sufficiently paid if made by
24 check collected on first presentation.

25 14.2 Time of Essence: Time is of the essence of each provision of
26 this Agreement.

27 14.3 Municipal Powers: Nothing contained in this Agreement shall
28 be construed as a limitation upon powers of City as a chartered city of the State of

1 California.

2 14.4 Covenants and Conditions: All provisions hereof expressed
3 as either covenants or conditions on the part of City or Association to be performed or
4 observed shall be deemed to be both covenants and conditions.

5 14.5 California Law: This Agreement shall be construed and
6 interpreted in accordance with the laws of the State of California. Association covenants
7 and agrees to submit to the personal jurisdiction of any state court in the State of
8 California for any dispute, claim or matter arising out of or related hereto.

9 14.6 Integrated Agreement: This Agreement contains all of the
10 agreements of the parties and cannot be amended or modified except by written
11 agreement.

12 14.7 Interpretation: The captions shall have no effect on the
13 interpretation of this Agreement. When required by the context of this Agreement, the
14 singular shall include the plural.

15 14.8 Severability: The unenforceability, invalidity or illegality of any
16 provision shall not render the other provisions unenforceable, invalid or illegal.

17 14.9 Attorney Fees: If either party commences an action against
18 the other party arising out of or in connection with this Agreement, the prevailing party
19 shall be entitled to request the court for an award of reasonable attorneys' fees and costs
20 of suit from the losing party.

21 14.10 Nondiscrimination: In the performance of this Agreement,
22 Association shall not discriminate against any employee or applicant for employment or
23 any person using or desiring to use the premises because of age, sex, religion, race,
24 color, ancestry, national origin, handicapped condition, sexual preference or AIDS or an
25 AIDS' related disease. Association will take affirmative action to ensure that applicants
26 are employed, that employees are treated during employment and that persons desiring
27 to use the premises are treated without regard to their age, sex, religion, race, color,
28 ancestry, national origin, handicapped condition, sexual preference or a diagnosis of or

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

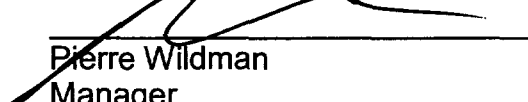
1 allegation of AIDS or AIDS related disease. Such action shall include, without limitation,
2 the following: employment, promotion, demotion or transfer; recruitment or recruitment
3 advertising; layoff or termination; rates of pay or other forms of compensation; selection
4 for training, including apprenticeship; and maintenance of the premises and facilities in a
5 condition permitting reasonable access thereto by handicapped persons. Association
6 shall post in conspicuous places notices seeing forth the provisions of this paragraph.

7 14.11 Compliance with Laws: Association, at its cost, shall at all
8 times in the performance of its obligations under this Agreement comply in all material
9 respects with all applicable laws ordinances, and regulations of federal, state, and local
10 governmental entities having jurisdiction and obtain all required permits.

11
12 GRAND PRIX ASSOCIATION OF LONG
13 BEACH, LLC, a Delaware limited liability
14 company

15 By: Aquarium Holdings, LLC, a Delaware
16 limited liability company, its sole member

17 Dated: _____

18 By: 
19 Pierre Wildman
20 Manager

21 "ASSOCIATION"

22 CITY OF LONG BEACH, a municipal
23 corporation

24 Dated: Jan 13

25 By:  Assistant City Manager
26 City Manager

27 "CITY"

28
**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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This Amended and Restated Agreement is hereby approved as to form this 30
day of May, 2008.

ROBERT E. SHANNON, City Attorney

By 
Deputy

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EXHIBIT "A"
CIRCUIT

EXHIBIT "A"

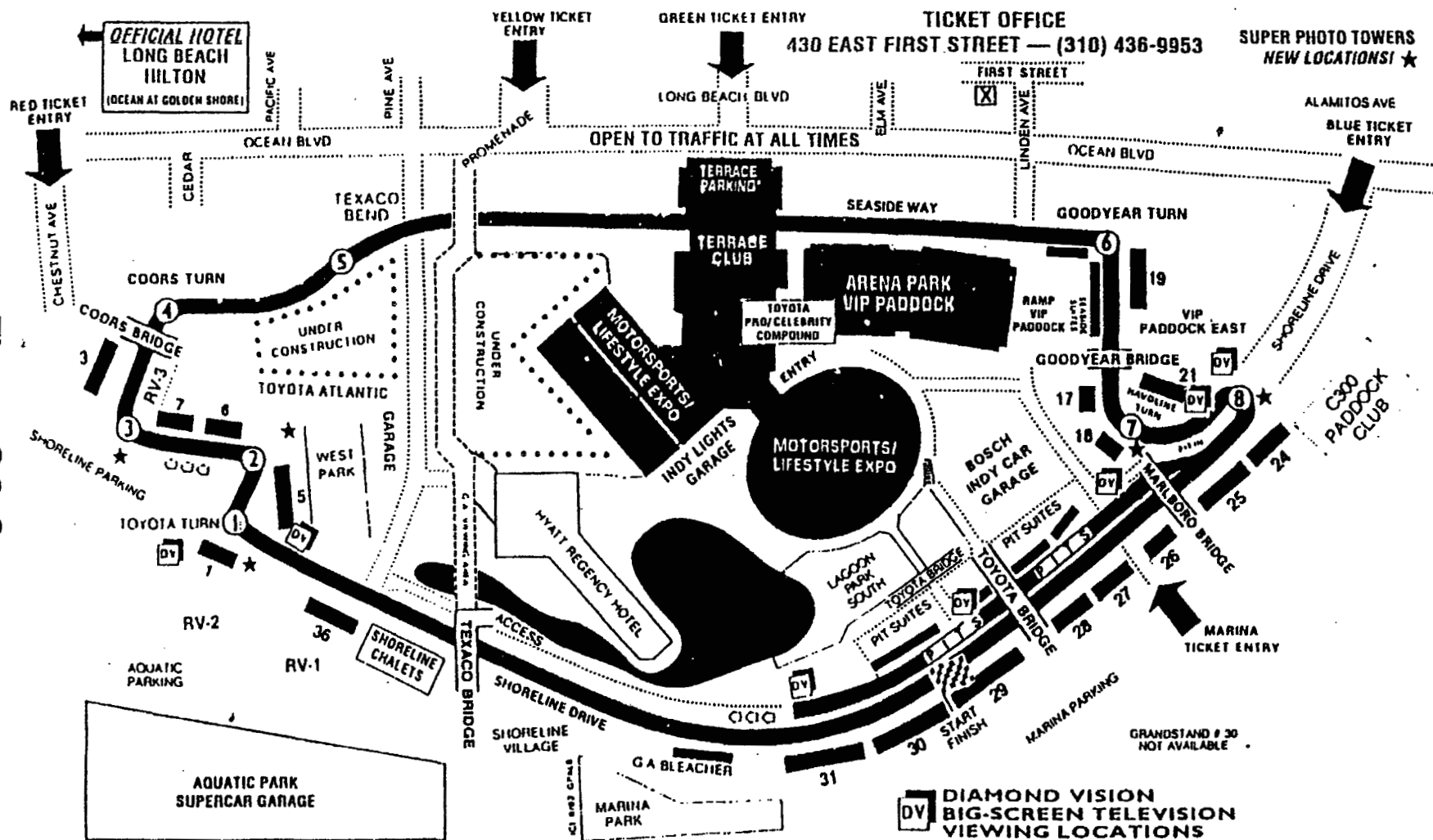


Figure 6.2-3

Current Grand Prix Layout
CIRCUIT LENGTH — 1.59 MILES

EXHIBIT "B"

CITY SERVICES AND COSTS

Contract Cost	
Section 5.12 Permit Fee	\$82,087
Section 7.1 Administrative Fee	\$42,516
City Services Reimbursement	
Marine Bureau	
Beach Parking	
Alamitos Lot Parking	
Access Road Parking	
Boat Owner Parking	
Staff	
General Parking	
Aquarium Structure	
Lincoln Structure	
Police Department	
Operations	
Fire Department	
Operations	
Public Works	
Public Service	
Street Sweeping	
Traffic Paint & Signs	
Water Department	
Operations	
Total	\$394,955
TOTAL	\$519,558

Date: April 15, 2008
To: Dave Ashman, Manager Special Events and Filming
From: Kimarie Vestre
Subject 2008 Grand Prix – Marine Bureau Estimated Fees

Staff Cost:

Friday - 22.5 hours	\$846.00	(\$37.60 per hour for 22.5 hours)
Saturday - 25 hours	940.00	(\$37.60 per hour for 25 hours)
Sunday - 24.5 hours	921.20	(\$37.60 per hour for 24.5 hours)

Parking:

Alamitos Lot:	\$2628.00	146 spaces @ 6.00 per space for three days (Fri. – Sun.)
	876.00	146 spaces @ 6.00 per space for one day (Thursday)
Beach Use:	4500.00	\$1,500.00 per day for three days (Fri. - Sun.)
Boatowner Parking	1962.00	109 spaces @ \$6.00 per space for three days (Fri. – Sun.)
	654.00	109 spaces @ \$6.00 per space for one day (Thursday)
Access Road	6858.00	381 spaces @ \$6.00 per space for three days (Fri. – Sun.)
	2286.00	381 spaces @ \$6.00 per space for one day (Thursday)
	\$ 3,816.00	(Thursday)
	<u>\$18,655.20</u>	(Friday – Sunday)
Total:	\$22,471.20	

EXHIBIT B

Ernie Kohagura/PD/CLB

To Tasha Day/CH/CLB@CLB, Jacque Sweeting/PR/CLB@CLB,
Delvida Clarke/PD/CLB@CLB

cc

bcc

04/14/2008 03:57 PM

Subject GP Police Expenses/Additional Cost

The original estimate of Long Beach Police Department Grand Prix Cost of \$116,114.82 does NOT include the following:

- * Equipment
- * Marine Patrol Officers
- * Track Security (Before, During and After the Event)
- * Additional unforeseen cost due to crowd control, parking or catastrophic event

The above added cost would bring the approximate cost to \$175,000.00

This again is only an estimate.

Sgt Ernie Kohagura
Long Beach Police Special Event

EXHIBIT B

Attachment "D"

RANK	Total hours		Hourly Cost		Totals		TOTALS
	Straight	OT	Straight	OT	Straight	Overtime	
Chief of Police	0	NA	123.854		0		0
Deputy Chief	0	NA	102.954		0		0
Commander	0	NA	89.543		0		0
Lieutenant	7	30	77.78	86.986	544.46	2609.58	3154.04
Sergeant	50	262	68.783	76.103	3439.15	19938.986	23378.136
Detective	0	0	51.234	55.21	0	0	0
Motor Officer	361	241.5	51.234	55.21	18495.474	13333.215	31828.689
Officer	0	950	51.234	55.21	0	52449.5	52449.5
Security Officer	107	36	36.219	39.695	3875.433	1429.02	5304.453
					\$26,354.52	\$89,760.30	\$116,114.82

TOTAL Estimated Cost of Personnel for Grand Prix 2008 = \$116,114.82

This estimate is for estimated personnel costs only. It does not include equipment, Marine Patrol Officers, personnel used for track security prior to and after Grand Prix weekend, or additional staff in the event of a major incident.

EXHIBIT B

Traffic Plan Grand Prix weekend, 2008

The below officers will be responsible for the efficient flow of vehicle and pedestrian traffic. See attached pages for specific job descriptions. Motor Sergeants (Sgt) are \$76.103/hr, M/O's are 55.21/hour, and S/O's are \$39.695.

Thursday, April 17, 2008-Traffic Assignments

Sgt. _____ (1200-2300)

<u>Location</u>	<u>Assigned</u>	<u>Time</u>	<u>2nd loc.</u>
Ocean & Alamitos	<u>M/O</u>	<u>1230 -1800</u>	(1)
	<u>M/O</u>	<u>1230 -1800</u>	(2)
Ocean & Long Beach Blvd.	<u>M/O</u>	<u>1300-1830</u>	(4)
	<u>M/O</u>	<u>1300-1830</u>	(5)
	<u>M/O</u>	<u>1600-2300</u>	(rover/pine) (6)
Ocean & Pine	<u>M/O</u>	<u>1300-1830</u>	(7)
	<u>M/O</u>	<u>1300-1830</u>	(8)
(Thunder Thursday)	<u>M/O</u>	<u>1300-2300</u>	(9)
	<u>M/O</u>	<u>1300-2300</u>	(10)
	<u>M/O</u>	<u>1630-2300</u>	(11)
	<u>M/O</u>	<u>1630-2300</u>	(12)
Chestnut & Seaside	<u>M/O</u>	<u>1300-1830</u>	(13)
Ocean & Magnolia	<u>M/O</u>	<u>1300-1830</u>	(14)
Catalina Terminal Road	<u>S/O</u>	<u>1300-1830</u>	(14)
Pierpoint Landing	<u>S/O</u>	<u>1300-1830</u>	(15)

EXHIBIT B

"SECONDARY LOCATIONS"

Thursday – April 17, 2008

In the event of a disaster at the Grand Prix requiring significant emergency response or evacuation, it may become necessary to completely detour traffic off Ocean Boulevard between Alamitos and Magnolia. To accommodate this, secondary assignments have been identified. At each of these locations, barricades/cones will be pre-dropped to facilitate detouring of traffic.

Ocean & Alamitos: Send all traffic n/b Alamitos or e/b Ocean Blvd. – No w/b Ocean traffic.

(1) Motor Officer – Ocean & Alamitos – Detour all s/b Alamitos traffic

(2) Motor Officer – 1st St. & Alamitos – Prevent all s/b Alamitos traffic.

Patrol – Ocean & Alamitos – Detour all s/b Alamitos traffic.

Patrol - Broadway & Alamitos – Prevent all s/b Alamitos traffic

Ocean & Linden: U-Turn all s/b Linden traffic n/b – No e/w Ocean traffic.

(4) Motor Officer – NW corner Ocean & Linden – No e/w Ocean traffic.

Patrol – Prevent all s/b Linden traffic.

Ocean & Atlantic: U-Turn all s/b Atlantic traffic n/b – No e/w Ocean traffic.

(5) Motor Officer – NW corner Ocean & Atlantic – No e/w Ocean traffic.

Patrol– Broadway & Atlantic – Prevent all s/b Atlantic traffic

Ocean & LB Blvd.: U-Turn all s/b LB Blvd traffic n/b – no e/w Ocean traffic.

(6) Motor Officer – SW corner Ocean & LB Blvd. – No e/w Ocean traffic.

(7) Motor Officer – SW corner 1st St. & LB Blvd. – Prevent all s/b LB Blvd. traffic.

Patrol – Broadway & Blvd. – Prevent all s/b Blvd. Traffic.

Ocean & Pine: U-Turn all s/b Pine traffic n/b – No e/w Ocean traffic.

(8) Motor Officer – SW corner 1st St. & Pine – Prevent all s/b Pine traffic

(9) Motor Officer – SW corner Ocean & Pine – No e/w Ocean traffic

(10) Motor Officer – SW corner Ocean & Pine – Prevent all s/b Pine traffic.

Patrol -. Broadway & Pine – Prevent all s/b Pine traffic.

Ocean & Pacific: U-Turn all s/b Pacific traffic n/b – No e/w Ocean traffic.

(11) Motor Officer – Broadway & Pacific – Prevent all s/b Pacific traffic.

(12) Motor Officer – SW corner Ocean & Pacific – No e/w Ocean traffic.

EXHIBIT B

Ocean & Chestnut: Direct all traffic w/b Ocean.

(13) Motor Officer – Direct all traffic w/b Ocean.

Ocean & Magnolia: Divert all e/b Ocean traffic n/b Magnolia – No e/b traffic on Ocean.

(14, 14a) 2 Motor Officers – Ocean & Magnolia – No e/b Ocean traffic.

(15) Motor Officer – SW corner Broadway & Magnolia – Prevent all s/b Magnolia traffic.

Ocean & Golden: Direct traffic at Golden & Ocean.

Patrol – Direct traffic at Golden & Ocean.

Seaside & Chestnut (Pike Area)- Direct traffic out of the Pike area w/b on Seaside.

(16, 16a) 2 S/O– Direct traffic out of the Pike area w/b on Seaside.

EXHIBIT B

Friday, April 18, 2008-Traffic Assignments

Sgt. _____ (0600-2100)

<u>Location</u>	<u>Assigned</u>	<u>Time</u>	<u>2nd loc.</u>
Ocean & Alamitos	<u>M/O</u>	<u>0500 -1300</u>	(1)
	<u>M/O</u>	<u>0500 -1300</u>	(2)
	<u>M/O</u>	<u>1230 -1830</u>	(1)
	<u>M/O</u>	<u>1230 -1830</u>	(2)
Ocean & Long Beach Blvd.	<u>M/O</u>	<u>0800-1700</u>	(3)
	<u>M/O</u>	<u>0800-1700</u>	(4)
	<u>M/O</u>	<u>1400-2100</u> concert	(6)
	<u>M/O</u>	<u>1400-2100</u> concert	(7)
Ocean & Pine	<u>M/O</u>	<u>0700-1400</u>	
(Bold assigned to Pine at end of event)	<u>M/O</u>	<u>1330-2000</u>	(9)
	<u>M/O</u>	<u>0700-1400</u>	
	<u>M/O</u>	<u>1330-2000</u>	(10)
	<u>M/O</u>	<u>1400-2000</u>	(11)
	<u>M/O</u>	<u>1400-2000</u>	(12)
Chestnut & Seaside	<u>M/O</u>	<u>0800-1430</u>	
	<u>M/O</u>	<u>1400-2100</u> concert	(13)
Ocean & Magnolia	<u>M/O</u>	<u>1300-1800</u>	(14)
Roving/Relief Motor (Ocean & magnolia for exit traffic)	<u>M/O</u>	<u>1100 -2100</u> concert	(8)
Roving/Relief Motor Seaside & Golden Shore	<u>M/O</u>	<u>0800 -1800</u>	(15)
Catalina Terminal Road	<u>S/O</u>	<u>0600-1700</u>	(5)

EXHIBIT B

4/4/2008

Pierpoint Landing

S/O

0600-1700

(16a)

"SECONDARY LOCATIONS"**Friday – April 18, 2008**

In the event of a disaster at the Grand Prix requiring significant emergency response or evacuation, it may become necessary to completely detour traffic off Ocean Boulevard between Alamitos and Magnolia. To accommodate this, secondary assignments have been identified. At each of these locations, barricades/cones will be pre-dropped to facilitate detouring of traffic.

Ocean & Alamitos: Send all traffic n/b Alamitos or e/b Ocean Blvd. – No w/b Ocean traffic.

(1) Motor Officer – Ocean & Alamitos – Detour all s/b Alamitos traffic

(2) Motor Officer – 1st St. & Alamitos – Prevent all s/b Alamitos traffic.

(3) Motor Officer – Ocean & Alamitos – Detour all s/b Alamitos traffic.

Patrol - Broadway & Alamitos – Prevent all s/b Alamitos traffic

Ocean & Linden: U-Turn all s/b Linden traffic n/b – No e/w Ocean traffic.

(4) Motor Officer – NW corner Ocean & Linden – No e/w Ocean traffic.

Patrol – Prevent all s/b Linden traffic.

Ocean & Atlantic: U-Turn all s/b Atlantic traffic n/b – No e/w Ocean traffic.

(5) Motor Officer – NW corner Ocean & Atlantic – No e/w Ocean traffic.

Patrol – Broadway & Atlantic – Prevent all s/b Atlantic traffic

Ocean & LB Blvd.: U-Turn all s/b LB Blvd traffic n/b – no e/w Ocean traffic.

(6) Motor Officer – SW corner Ocean & LB Blvd. – No e/w Ocean traffic.

(7) Motor Officer – SW corner 1st St. & LB Blvd. – Prevent all s/b LB Blvd. traffic.

Patrol – Broadway & Blvd. – Prevent all s/b Blvd. Traffic.

Ocean & Pine: U-Turn all s/b Pine traffic n/b – No e/w Ocean traffic.

(8) Motor Officer – SW corner 1st St. & Pine – Prevent all s/b Pine traffic

(9) Motor Officer – SW corner Ocean & Pine – No e/w Ocean traffic

(10) Motor Officer – SW corner Ocean & Pine – Prevent all s/b Pine traffic.

Patrol - Broadway & Pine – Prevent all s/b Pine traffic.

Ocean & Pacific: U-Turn all s/b Pacific traffic n/b – No e/w Ocean traffic.

(11) Motor Officer – Broadway & Pacific – Prevent all s/b Pacific traffic.

EXHIBIT B

4/4/2008

(12) Motor Officer – SW corner Ocean & Pacific – No e/w Ocean traffic.

Ocean & Chestnut: Direct all traffic w/b Ocean.

(13) Motor Officer – Direct all traffic w/b Ocean.

Ocean & Magnolia: Divert all e/b Ocean traffic n/b Magnolia – No e/b traffic on Ocean.

(14, 14a) 2 Motor Officers – Ocean & Magnolia – No e/b Ocean traffic.

(15) Motor Officer – SW corner Broadway & Magnolia – Prevent all s/b Magnolia traffic.

Ocean & Golden: Direct traffic at Golden & Ocean.

Patrol – Direct traffic at Golden & Ocean.

Seaside & Chestnut (Pike Area)- Direct traffic out of the Pike area w/b on Seaside.

(16, 16a) 2 S/O– Direct traffic out of the Pike area w/b on Seaside.

EXHIBIT B

Saturday, April 19, 2008

Sgt. _____ (0600-2100)

<u>Location</u>	<u>Assigned</u>	<u>Time</u>	<u>2nd loc.</u>
Ocean & Alamitos	M/O	0500-1300	(1)
	M/O	0500-1300	(2)
	M/O	1230-1830	(1)
	M/O	1230-1830	(2)
Ocean & Atlantic	M/O	1200-2000	(3)
Ocean & Long Beach Blvd.	M/O	0700-1700	(4)
	M/O	0700-1700	(5)
	M/O	1400-2100 concert	(6)
	M/O	1400-2100 concert	(7)
Ocean & Pine (bold assigned to Pine at end of event)	M/O	0700-1400	
	M/O	1330-2000	(9)
	M/O	0700-1400	
	M/O	1330-2000	(10)
	M/O	1330-2000	(11)
	M/O	1330-2000	(12)
Roving/Relief Motor Seaside & Chestnut	M/O	0800-1400	
	M/O	1400-2100 concert	(13)
Ocean & Magnolia	M/O	0800-2000	(14)
Roving/Relief Motor Ocean & Golden	M/O	0800-1400	
	M/O	1400-2100 concert	(15)
Catalina Terminal Road	S/O	0600-1230	
	S/O	1200 -1700	(16)

EXHIBIT B

4/4/2008

Pierpoint Landing

S/O0600-1230S/O1200 -1700

(16a)

"SECONDARY LOCATIONS"**Saturday – April 14, 2007**

In the event of a disaster at the Grand Prix requiring significant emergency response or evacuation, it may become necessary to completely detour traffic off Ocean Boulevard between Alamitos and Magnolia. To accommodate this, secondary assignments have been identified. At each of these locations, barricades/cones will be pre-dropped to facilitate detouring of traffic.

Ocean & Alamitos: Send all traffic n/b Alamitos or e/b Ocean Blvd. – No w/b Ocean traffic.

(1) Motor Officer – Ocean & Alamitos – Detour all s/b Alamitos traffic

(2) Motor Officer – 1st St. & Alamitos – Prevent all s/b Alamitos traffic.

(3) Motor Officer – Ocean & Alamitos – Detour all s/b Alamitos traffic.

Patrol - Broadway & Alamitos – Prevent all s/b Alamitos traffic

Ocean & Linden: U-Turn all s/b Linden traffic n/b – No e/w Ocean traffic.

(4) Motor Officer – NW corner Ocean & Linden – No e/w Ocean traffic.

Patrol – Prevent all s/b Linden traffic.

Ocean & Atlantic: U-Turn all s/b Atlantic traffic n/b – No e/w Ocean traffic.

(5) Motor Officer – NW corner Ocean & Atlantic – No e/w Ocean traffic.

Patrol– Broadway & Atlantic – Prevent all s/b Atlantic traffic

Ocean & LB Blvd.: U-Turn all s/b LB Blvd traffic n/b – no e/w Ocean traffic.

(6) Motor Officer – SW corner Ocean & LB Blvd. – No e/w Ocean traffic.

(7) Motor Officer – SW corner 1st St. & LB Blvd. – Prevent all s/b LB Blvd. traffic.

Patrol – Broadway & Blvd. – Prevent all s/b Blvd. Traffic.

Ocean & Pine: U-Turn all s/b Pine traffic n/b – No e/w Ocean traffic.

(8) Motor Officer – SW corner 1st St. & Pine – Prevent all s/b Pine traffic

(9) Motor Officer – SW corner Ocean & Pine – No e/w Ocean traffic

(10) Motor Officer – SW corner Ocean & Pine – Prevent all s/b Pine traffic.

Patrol -. Broadway & Pine – Prevent all s/b Pine traffic.

EXHIBIT B

Ocean & Pacific: U-Turn all s/b Pacific traffic n/b – No e/w Ocean traffic.

(11) Motor Officer – Broadway & Pacific – Prevent all s/b Pacific traffic.

(12) Motor Officer – SW corner Ocean & Pacific – No e/w Ocean traffic.

Ocean & Chestnut: Direct all traffic w/b Ocean.

(13) Motor Officer – Direct all traffic w/b Ocean.

Ocean & Magnolia: Divert all e/b Ocean traffic n/b Magnolia – No e/b traffic on Ocean.

(14, 14a) 2 Motor Officers – Ocean & Magnolia – No e/b Ocean traffic.

(15) Motor Officer – SW corner Broadway & Magnolia – Prevent all s/b Magnolia traffic.

Ocean & Golden: Direct traffic at Golden & Ocean.

Patrol – Direct traffic at Golden & Ocean.

Seaside & Chestnut (Pike Area)- Direct traffic out of the Pike area w/b on Seaside.

(16, 16a) 2 S/O– Direct traffic out of the Pike area w/b on Seaside.

Sunday April 15, 2007-Traffic Assignments

Sgt. _____ (0700-1900)

<u>Location</u>	<u>Assigned</u>	<u>Time</u>	<u>2nd loc.</u>
Ocean & Alamitos	<u>M/O</u>	<u>0500-1300</u>	(1)
	<u>M/O</u>	<u>0500-1300</u>	(2)
	<u>M/O</u>	<u>1230-1830</u>	(1)
	<u>M/O</u>	<u>1230-1830</u>	(2)
Ocean & Atlantic	<u>M/O</u>	<u>1200-1800</u>	(3)
Ocean & Long Beach Blvd.	<u>M/O</u>	<u>0700-1800</u>	(4)
	<u>M/O</u>	<u>0700-1800</u>	(5)
	<u>M/O</u>	<u>1300-1830</u>	(6)
	<u>M/O</u>	<u>1300-1830</u>	(7)
Ocean & Pine (bold assigned to Pine at end of event)	<u>M/O</u>	<u>0700-1330</u>	
	<u>M/O</u>	<u>1300-1900</u>	(9)
	<u>M/O</u>	<u>0700-1330</u>	
	<u>M/O</u>	<u>1300-1900</u>	(10)
	<u>M/O</u>	<u>1300-1900</u>	(11)
	<u>M/O</u>	<u>1300-1900</u>	(12)
Roving/Relief Motor Seaside & Chestnut	<u>M/O</u>	<u>0800-1300</u>	
	<u>M/O</u>	<u>1300-1830</u>	(13)
Ocean & Magnolia	<u>M/O</u>	<u>0800-1300</u>	
	<u>M/O</u>	<u>1300-1830</u>	(14)
Roving/Relief Motor Ocean & Golden	<u>M/O</u>	<u>0800-1300</u>	
	<u>M/O</u>	<u>1300-1830</u>	(15)

EXHIBIT B

Catalina Terminal Road	<u>S/O</u>	<u>0600 -1700</u>	(16)
Pierpoint Landing	<u>S/O</u>	<u>0600 -1700</u>	(16a)

"SECONDARY LOCATIONS"

Sunday – April 15, 2007

In the event of a disaster at the Grand Prix requiring significant emergency response or evacuation, it may become necessary to completely detour traffic off Ocean Boulevard between Alamos and Magnolia. To accommodate this, secondary assignments have been identified. At each of these locations, barricades/cones will be pre-dropped to facilitate detouring of traffic.

Ocean & Alamos: Send all traffic n/b Alamos or e/b Ocean Blvd. – No w/b Ocean traffic.

- (1)Motor Officer – Broadway & Alamos – Prevent all s/b Alamos traffic.
- (2)Motor Officer – 1st St. & Alamos – Prevent all s/b Alamos traffic.
- (3)Motor Officer – Ocean & Alamos – Detour all s/b Alamos traffic.

Ocean & Linden: U-Turn all s/b Linden traffic n/b – No e/w Ocean traffic.
P/O Special Events – NW corner Broadway & Linden – Prevent all s/b Linden traffic.

Ocean & Atlantic: U-Turn all s/b Atlantic traffic n/b – No e/w Ocean traffic.
(15)Motor Officer – Broadway & Atlantic – Prevent all s/b Atlantic traffic.

Ocean & LB Blvd: U-Turn all s/b LB Blvd traffic n/b – No e/w Ocean traffic.
(4)Motor Officer – Broadway & LB Blvd. – Prevent all s/b LB Blvd. Traffic.
(5)Motor Officer – SW corner Ocean & LB Blvd. – No e/w Ocean traffic.
(6)Motor Officer – SW corner Ocean & LB Blvd. – Prevent all s/b LB Blvd. traffic.

Ocean & Pine: U-Turn all s/b Pine traffic n/b – No e/w Ocean traffic.
(8)Motor Officer – Broadway & Pine – Prevent all s/b Pine traffic.
(9)Motor Officer – SW corner Ocean & Pine – Prevent all e/b Pine traffic.
P/O Special Events – SW corner Ocean & Pine – No e/w Ocean traffic.

Ocean & Pacific: U-Turn all s/b Pacific traffic n/b – No e/w Ocean traffic.
P/O Special Events – Broadway & Pacific – Prevent all s/b Pacific traffic.
(10)Motor Officer – SW corner Ocean & Pacific – No e/w Ocean traffic.

EXHIBIT B

Ocean & Chestnut: Direct all traffic w/b on Ocean.

(11)Motor Officer – Direct all traffic w/b on Ocean.

Ocean & Magnolia: Divert all e/b Ocean traffic n/b Magnolia – No e/b traffic on Ocean.

(13)Motor Officer – Ocean & Magnolia – No e/b Ocean traffic.

(14)Motor Officer– Ocean & Magnolia – No e/b Ocean traffic.

(12)Motor Officer – SW corner Broadway & Magnolia – Prevent all s/b Magnolia traffic.

(7)Motor Officer – SW corner Broadway & Magnolia – Prevent all s/b Magnolia traffic.

Ocean & Golden: Direct traffic at Golden & Ocean.

S/O Special Events – Direct traffic at Golden & Ocean.

Seaside & Golden Shore: Direct all traffic n/b on Golden Shore.

P/O Special Events – Direct all traffic n/b on Golden Shore.

Seaside & Chestnut: Direct Pike area traffic w/b on Seaside.

S/O Special Events– Direct Pike area traffic w/b on Seaside.

The below listed officers will provide track security during the evening hours while there are no events. Track Security means officers will be assigned to rove the track to ensure unauthorized entry onto the track. Hourly wage for this endeavor is \$76.103 for Sergeants, and \$55.21 for officers.

Grand Prix Track Security

Wednesday April 16, 2008 1730-0015

Sgt. _____

Off. _____

Off. _____

Off. _____

Off. _____

Thursday April 17, 2008 0100-0630

Sgt. _____

Off. _____

Off. _____

Off. _____

Off. _____

Thursday April 17, 2008 1730-0015

Sgt. _____

Off. _____

Off. _____

Off. _____

Off. _____

Friday April 18, 2008 0100-0630

Sgt. _____

Off. _____

Off. _____

EXHIBIT B

Off. _____

Off. _____

Friday April 18, 2008 1730-0015

Sgt. _____

Off. _____

Off. _____

Off. _____

Off. _____

Saturday April 19, 2008 0100-0630

Sgt. _____

Off. _____

Off. _____

Off. _____

Off. _____

Saturday April 19, 2008 1730-0015

Sgt. _____

Off. _____

Off. _____

Off. _____

Off. _____

Sunday April 20, 2008 0100-0630

Sgt. _____

Off. _____

Off. _____

Off. _____

Off. _____

EXHIBIT B

Sunday April 20, 2008 1730-0015

Sgt. _____

Off. _____

Off. _____

Off. _____

Off. _____

Monday April 21, 2008 0100-0630

Sgt. _____

Off. _____

Off. _____

Off. _____

Off. _____

EXHIBIT B

The officers assigned to Pine Avenue are to keep pedestrian and traffic flow moving to avoid congestion of patrons going to and from the event. These officers will be assigned to different locations along Pine Avenue and will be moved to accommodate traffic needs. Officers hourly rate is \$55.21.

Pine Avenue Traffic (new in 2007)

Wednesday April 16, 2008 1730-2300

Off. _____

Off. _____

Off.. _____

Off. _____

Thursday April 17, 2008 1730-2300

**Track Sgt to Monitor
All days**

Off. _____

Off. _____

Off.. _____

Off. _____

Friday April 18, 2008 1730-0300

Off. _____

Off. _____

Off.. _____

Off. _____

Saturday April 19, 2008 1730-0300

Off. _____

Off. _____

Off.. _____

Off. _____

Sunday April 20, 2008 1730-2330

Off. _____

Off. _____

EXHIBIT B

Off. _____

Off. _____

Grand Prix Day A
Thursday April 17, 2008 (new in 08)

1245-1900 (approx)

Lt. _____ Incident Commander _____

Sgt _____ Operations Sergeant _____

Cpl. _____ (Scribe/Logistics Officer _____) Police Liason- to other city departments and event coordinators

Team #1- -- Two officers will be assigned to the entry/exit gates (2) of Grand Prix for police presence and the avoidance of any potential problems entering the event. Two of these officers will be assigned to rove the interior of the event paying special attention to the problem areas such as the beer booths. The sergeant (\$76.103/hour) will supervise these individuals and also rove the interior of the event. Officers are paid \$55.21/hour.

Sgt. _____

Off. _____

Off. _____

Off. _____

Off. _____

Off. _____

Off. _____

Aquarium of the Pacific - Officers will be used to control Traffic at the Aquarium of the Pacific Parking Structure on Shoreline and on Chestnut.

Off _____

Off _____

Traffic needs --Marcoux

****Briefing at 1245**

Onscene at 1330

Closure at 1400

Last race 1645-1745

EXHIBIT B

Grand Prix Day 1
Friday April 18, 2008

0700-2000 (approx end time 2000) – Incident command system personnel

Lt. _____ Incident Commander _____

Sgt. _____ Operations Sergeant _____

Cpl. _____ (Scribe/Logistics Officer _____) Police Liason- to other city departments and event coordinators

Team #1 – Two officers will be assigned to the entry/exit gates (2) of Grand Prix for police presence and the avoidance of any potential problems entering the event. Two of these officers will be assigned to rove the interior of the event paying special attention to the problem areas such as the beer booths. The sergeant (\$76.103/hour) will supervise these individuals and also rove the interior of the event. Officers are paid \$55.21/hour.

Sgt. _____

Off. _____

Off. _____

Off. _____

Off. _____

Off. _____

Off. _____

1600-2000 Concert - These officers will be assigned to monitor the "Fiesta Friday" concert for protection of life and property. They will be posted at entrances and instead the event.

Off. _____

Off. _____

Off. _____

Off. _____

Off. _____

Off. _____

Aquarium of the Pacific - Officers will be used to control Traffic at the Aquarium of the Pacific Parking Structure on Shoreline and on Chestnut.

Off _____ Off _____

EXHIBIT B

Grand Prix Day 2-Saturday April 19,2008

0700-2000 (approx end time 2000)

Lt. _____ Incident Commander _____

Sgt _____ Operations Sergeant _____

Cpl. _____ (Scribe/Logistics Officer _____) Police Liason- to other city departments and event coordinators

Team #1 – Two officers will be assigned to the entry/exit gates (2) of Grand Prix for police presence and the avoidance of any potential problems entering the event. Two of these officers will be assigned to rove the interior of the event paying special attention to the problem areas such as the beer booths. The sergeant (\$76.103/hour) will supervise these individuals and also rove the interior of the event. Officers are paid \$55.21/hour.

Sgt. _____

Off. _____ Off. _____ Off. _____

Off. _____ Off. _____ Off. _____

Off. _____ Off. _____ Off. _____

Off. _____

Concert 1700-2100 meet at CP - These officers will be assigned to monitor the "Rock and Roar" concert for protection of life and property. They will be posted at entrances and instead the event.

Off. _____ Off. _____ Off. _____

Off. _____ Off. _____ Off. _____

Off. _____ Off. _____

Parking Enforcement 0900-1800

S/O _____ S/O _____

Aquarium of the Pacific - Officers will be used to control Traffic at the Aquarium of the Pacific Parking Structure on Shoreline and on Chestnut.

Off _____ Off _____

EXHIBIT B

Grand Prix Day 3-Sunday April 20, 2008

0700-1830 (approx end time)

Lt. _____ Incident Commander _____

Sgt _____ Operations Sergeant _____

Cpl. _____ (Scribe/Logistics Officer _____) Police Liason- to other city departments and event coordinators

Team #1- Two officers will be assigned to the entry/exit gates (2) of Grand Prix for police presence and the avoidance of any potential problems entering the event. Two of these officers will be assigned to rove the interior of the event paying special attention to the problem areas such as the beer booths. The sergeant (\$76.103/hour) will supervise these individuals and also rove the interior of the event. Officers are paid \$55.21/hour.

Sgt. _____

Off. _____

Off. _____

Off. _____

Off. _____

Off _____

Off. _____

Off. _____

Off _____

Off _____

Off _____

Parking Enforcement 0900-1800

S/O _____

S/O _____

Aquarium of the Pacific - Officers will be used to control Traffic at the Aquarium of the Pacific Parking Structure on Shoreline and on Chestnut.

Off _____ Off _____

EXHIBIT B

Fire Department Estimated Charges - 2008 Grand Prix

As of 3/17/08

Date	Crew	Equipment	No. of Equipment	No. of Hours	Straight Rate	Overtime		Daily Rate	Medicare Burden	FICA Burden	TOTAL	
						Rate	Labor \$				Labor	Equipment
Planning meetings and emergency plan development	Battalion Chief			50	57.972	86.958	4,347.90		63.04		\$4,410.94	
	Disaster Mgmt Officer			22	65.488	total loaded hourly cost with fringe benefits					\$1,440.74	
	Fire Captain			16	48.778	73.167	1,170.67		16.97		\$1,187.65	
	Fire Engineer			16	40.334	60.501	968.01		14.04		\$982.05	
	Paramedic			16	40.211	60.316	965.06		13.99		\$979.05	
Preparation time for equipment placement, installation, operational staging and systems testing	Firefighter			16	32.783	49.174	786.78		11.41		\$798.19	
	Battalion Chief			5	57.972	86.958	434.79		6.30		\$441.09	
	Fire Captain			20	48.778	73.167	1,463.34		21.22		\$1,484.56	
	Fire Engineer			25	40.334	60.501	1,512.52		21.93		\$1,534.45	
	Paramedic			40	40.211	60.316	2,412.65		34.98		\$2,447.63	
Thursday, April 17, 2008	Firefighter			50	32.783	49.174	2,458.70		35.65		\$2,494.35	
	Pumpers	5	Daily rate					97.44				\$487.20
	Rescue Ambulances	3	Daily rate					37.12				\$111.36
	Command Vehicle	1	Daily rate					97.44				\$97.44
	Ambulance Operator			0	9.949	14.923	0.00		0.00	0.00	No Charge	
	BLS Ambulances	0	Daily Rate					37.12				No Charge
	Communications Dispatcher			5	30.536	45.803	229.02		3.32	14.20	\$246.54	
	MS Sgt Boat Operator			5	39.827	59.741	298.71		4.33		\$303.04	
	MS Officer			5	34.614	51.920	259.60		3.76		\$263.37	
	Lifeguard Rainbow Lagoon			5	20.998		104.99		1.52		\$106.51	
	Lifeguard Dispatcher			5	20.998		104.99		1.52		\$106.51	
	Rescue Boats	1	Daily rate					208.74				\$208.74
	Fire Prevention Captain			5	50.245	75.368	376.84		5.46		\$382.30	
	Fire Prevention Inspectors			30	38.839	58.259	1,747.77		25.34		\$1,773.11	

Notes:

Salaries are based on average of classification/division budgeted for FY 08

Thurs. 21,382.08 904.74

\$ 22,286.82

Fire Department Estimated Charges - 2008 Grand Prix

As of 3/17/08

Date	Crew	Equipment	No. of Equipment	No. of Hours	Straight Rate	Overtime		Daily Rate	Medicare Burden	FICA Burden	TOTAL	
						Rate	Labor \$				Labor	Equipment
Friday, April 18, 2008	Battalion Chief			12	57.972	86.958	1,043.50		15.13		\$1,058.63	
	Fire Captain			48	48.778	73.167	3,512.02		50.92		\$3,562.94	
	Fire Engineer			60	40.334	60.501	3,630.04		52.64		\$3,682.67	
	Paramedic			96	40.211	60.316	5,790.36		83.96		\$5,874.32	
	Firefighter			120	32.783	49.174	5,900.87		85.56		\$5,986.44	
	Pumpers	5	Daily rate					97.44				\$487.20
	Rescue Ambulances	3	Daily rate					37.12				\$111.36
	Command Vehicle	1	Daily rate					97.44				\$97.44
	Ambulance Operator			0	9.949	14.923	0.00		0.00	0.00	No Charge	
	BLS Ambulances	0	Daily Rate					37.12				No Charge
	Communications Dispatcher			12	30.536	45.803	549.64		7.97	34.08	\$591.69	
	MS Sgt Boat Operator			12	39.827	59.741	716.89		10.39		\$727.29	
	MS Officer			12	34.614	51.920	623.04		9.03		\$632.08	
	Lifeguard Rainbow Lagoon			12	20.998		251.97		3.65		\$255.63	
	Lifeguard Dispatcher			12	20.998		251.97		3.65		\$255.63	
	Rescue Boats	1	Daily rate					208.74				\$208.74
	Fire Prevention Captain			11.5	50.245	75.368	866.73		12.57		\$879.30	
	Fire Prevention Inspectors			65	38.839	58.259	3,786.84		54.91		\$3,841.75	

Notes:

Salaries are based on average of classification/division budgeted for FY 08

EXHIBIT B

Fire Department Estimated Charges - 2008 Grand Prix

As of 3/17/08

Date	Crew	Equipment	No. of Equipment	No. of Hours	Straight Rate	Overtime		Daily Rate	Medicare Burden	FICA Burden	TOTAL	
						Rate	Labor \$				Labor	Equipment
Saturday, April 19, 2008	Battalion Chief			12	57.972	86.958	1,043.50		15.13		\$1,058.63	
	Fire Captain			48	48.778	73.167	3,512.02		50.92		\$3,562.94	
	Fire Engineer			60	40.334	60.501	3,630.04		52.64		\$3,682.67	
	Paramedic			96	40.211	60.316	5,790.36		83.96		\$5,874.32	
	Firefighter			120	32.783	49.174	5,900.87		85.56		\$5,986.44	
		Pumpers	5	Daily rate				97.44				\$487.20
		Rescue Ambulances	3	Daily rate				37.12				\$111.36
		Command Vehicle	1	Daily rate				97.44				\$97.44
	Ambulance Operator			0	9.949	14.923	0.00		0.00	0.00	No Charge	
		BLS Ambulances	0	Daily Rate				37.12				No Charge
	Communications Dispatcher			12	30.536	45.803	549.64		7.97	34.08	\$591.69	
	MS Sgt Boat Operator			12	39.827	59.741	716.89		10.39		\$727.29	
	MS Officer			12	34.614	51.920	623.04		9.03		\$632.08	
		Rescue Boats	1	Daily rate				208.74				\$208.74
Airshow Standby	MS Sgt Boat Operator			4	39.827	59.741	238.96		3.46		\$242.43	
	MS Officer			4	34.614	51.920	207.68		3.01		\$210.69	
		Rescue Boats	1	Daily rate				208.74				\$208.74
	Lifeguard Rainbow Lagoon			12	20.998		251.97		3.65		\$255.63	
	Lifeguard Dispatcher			12	20.998		251.97		3.65		\$255.63	
	Fire Prevention Captain			12.5	50.245	75.368	942.10		13.66		\$955.76	
	Fire Prevention Inspectors			67	38.839	58.259	3,903.36		56.60		\$3,959.95	

Notes:

Salaries are based on average of classification/division budgeted for FY 08

Exhibit B

Fire Department Estimated Charges - 2008 Grand Prix

As of 3/17/08

Date	Crew	Equipment	No. of Equipment	No. of Hours	Straight Rate	Overtime		Daily Rate	Medicare Burden	FICA Burden	TOTAL	
						Rate	Labor \$				Labor	Equipment
Sunday, April 20, 2008	Battalion Chief			12	57.972	86.958	1,043.50		15.13		\$1,058.63	
	Fire Captain			48	48.778	73.167	3,512.02		50.92		\$3,562.94	
	Fire Engineer			60	40.334	60.501	3,630.04		52.64		\$3,682.67	
	Paramedic			96	40.211	60.316	5,790.36		83.96		\$5,874.32	
	Firefighter			148	32.783	49.174	7,277.75		105.53		\$7,383.27	
		Pumpers	5	Daily rate				97.44				\$487.20
		Rescue Ambulances	3	Daily rate				37.12				\$111.36
		Command Vehicle	1	Daily rate				97.44				\$97.44
	Ambulance Operator			0	9.949	14.923	0.00		0.00	0.00	No Charge	
		BLS Ambulances	0	Daily Rate				37.12				No Charge
	Communications Dispatcher			12	30.536	45.803	549.64		7.97	34.08	\$591.69	
	MS Sgt Boat Operator			12	39.827	59.741	716.89		10.39		\$727.29	
	MS Officer			12	34.614	51.920	623.04		9.03		\$632.08	
		Rescue Boats	1	Daily rate				208.74				\$208.74
Airshow Standby	MS Sgt Boat Operator			4	39.827	59.741	238.96		3.46		\$242.43	
Airshow Standby	MS Officer			4	34.614	51.920	207.68		3.01		\$210.69	
Airshow Standby		Rescue Boats	1	Daily rate				208.74				\$208.74
	Lifeguard Rainbow Lagoon			12	20.998		251.97		3.65		\$255.63	
	Lifeguard Dispatcher			12	20.998		251.97		3.65		\$255.63	
	Fire Prevention Captain			10.5	50.245	75.368	791.36		11.47		\$802.84	
	Fire Prevention Inspectors			63	38.839	58.259	3,670.32		53.22		\$3,723.54	

Total \$105,730.21 \$4,036.44

1575.5

Charges to Grand Prix Association

Total \$109,766.65

Notes:

Salaries are based on average of classification/division budgeted for FY 08

EXHIBIT B

Fire Department Estimated Charges - 2008 Grand Prix

As of 3/17/08

Date	Crew	Equipment	No. of Equipment	No. of Hours	Straight Rate	Overtime Rate	Overtime Labor \$	Daily Rate	Medicare Burden	FICA Burden	TOTAL Labor	Equipment
Friday, April 18, 2008												
Downtown Marina	MS Sgt Boat Operator			12	39.827	59.741	716.89		10.39		\$727.29	
Downtown Marina	MS Officer			12	34.614	51.920	623.04		9.03		\$632.08	
		Rescue Boats	1	Daily rate				208.74				\$208.74
Saturday, April 19, 2008												
Downtown Marina	MS Sgt Boat Operator			12	39.827	59.741	716.89		10.39		\$727.29	
Downtown Marina	MS Officer			12	34.614	51.920	623.04		9.03		\$632.08	
		Rescue Boats	1	Daily rate				208.74				\$208.74
Sunday, April 20, 2008												
Downtown Marina	MS Sgt Boat Operator			12	39.827	59.741	716.89		10.39		\$727.29	
Downtown Marina	MS Officer			12	34.614	51.920	623.04		9.03		\$632.08	
		Rescue Boats	1	Daily rate				208.74				\$208.74

Total \$4,078.10 \$626.22

72

Charges to Marine Bureau

Total \$4,704.32

1647.5

Entire Event

GRAND TOTAL \$114,470.97

Notes:

Salaries are based on average of classification/division budgeted for FY 08

EXHIBIT B

Public Works / Street Maintenance				
Billing for Grand Prix 2007				
Date	Item	Emp.	Total Hrs.	Cost
	Asphalt			
3/7/2007	Patched pot holes in the convention center parking lot	4	4	0
3/7/2007	Patched pot hole on Shoreline west of Aquarium	6	3	0
3/7/2007	Install a/c ramp rear of Arena	4	4	0
3/7/2007	AC patched area in front of turn 10, cover electrical box	5	5	0
3/7/2007	AC pack under k-rail on Shoreline and Shoreline Village Dr	3	6	\$270.00
3/13/2007	Rumble Humps at turn 9 & 10	7	35 Reg	\$1,575.00
3/14/2007	Jackhammer anchors for rumble humps @ turns 4,8 & 9 1/2	7	\$28.00	\$1,260.00
3/14/2007	Rumble Humps at turn 8 and complete turn 9	7	21	\$945.00
3/15/2007	Linden and Shoreline, ac at parking lot	4	5	0
3/15/2007	Pack under k rails on Shoreline east of Linden	4	13	\$340.00
3/15/2007	ac ramped at bleachers on Shoreline and Linden	4	2	\$90.00
3/15/2007	Installed rumble humps on turn 9 1/2 new turn	6	30	\$1,350.00
3/16/2007	Shoreline Drive east of Pine, pack under k rails	3	3	\$135.00
3/17/2007	Shoreline Drive west of Pine Ave. pack under k rails	4	4	\$180.00
3/17/2007	Rumble Humps at turn 4, packed k-rails	4	8	\$360.00
3/17/2007	Ramps at Shoreline and Linden pedestrian ramps on corners	4	4	\$180.00
3/20/2007	prepare area for rumble humps, installed base in cutouts, #1	5	17.5	\$0.00
3/20/2007	pack k rails at turn 1	5	5	\$225.00
3/20/2007	Turn 2 install ac in electrical boxes	5	7.5	\$337.00
3/20/2007	Arena parking lot	5	20	\$0.00
3/20/2007	AC ramps on Linden north of Shoreline by pay booths	5	15	\$675.00
3/21/2007	Arena Parking Lot	6	24	\$0.00
3/21/2007	Rumble humps at turn 1	5	5	\$225.00
3/22/2007	Arena parking lot	4	14	\$0.00
3/22/2007	Shoreline and Aquarium Way	4	4	0
3/22/2007	Arena parking lot crew 2	4	8	0
3/26/2007	Repair entrance to parking lot	2	3	0
3/27/2007	Linden and Shoreline, pot holes on track.	4	4	0
3/27/2007	Convention Center parking lot ac ramp	2	8	\$360.00
3/28/2007	Shoreline btwn Pine and Shoreline pack k rails	4	8	\$360.00
3/30/2007	Shoreline and Pine, pot holes in intersection	3	3	0
3/30/2007	Convention Center parking lot, pot hole	3	3	0
4/16/2007	Remove rumble humps fro turns 1,4,8,9,9 1/2, & 10	6	24	\$1,080.00
4/17/2007	Patched rumble humps	4	12	\$540.00
4/24/2007	Picked up asphalt from under k-rail at turn 1	2	1	\$45.00
4/25/2007	install ac after the light poles and signals were re-installed	2	2	\$90.00
4/26/2007	Remove ac ramps at Grandstand 117, 21 & champ garage ent.	2	4	\$180.00
	* A new turn was installed, increasing the cost		Sub-Total	\$10,802.00
	Slurry			
3/12/2007	Seaside and Pine	6	12	0
3/13/2007	Slurry on track	2	12	0
3/13/2007	Slurry front of turn 10	2	4	0
3/16/2007	Seaside w/o Linden	5	10	0
3/16/2007	Slurry behind rumble humps at turn 9 & 10	5	15	\$675.00
3/17/2007	Slurry at turns 9 1/2 and 10	6	12	\$540.00
3/17/2007	Pine and Shoreline, middle of intersection	2	7	0
3/19/2007	Turn 8	2	5	\$0.00
3/21/2007	Turn 10	3	4.5	0

EXHIBIT B

3/22/2007	Slurry over rumble humps turns 1,8,9,9 1/2, 10	4	20	\$900.00
3/26/2007	Slurry Pine Ave	2	4	0
	Slurry Continued			
3/30/2007	Slurry touch up around the track	2	10	0
3/31/2007	Linden and Shoreline	2	4	0
4/2/2007	Slurry various areas around track circuit	2	6	0
4/9/2007	Turn 10, slurry area on track in front of turn 10	2	3	0
4/10/2007	Slurry various locations on track	2	8	0
		Sub-Total		\$2,115.00
	Epoxy			
2/12/2007	Track repair at turn 8 cracks	2	4	0
2/13/2007	Track repair at turn 8 low area	2	10	0
2/14/2007	Track repair at turn 9	2	9	0
2/20/2007	Track repair at turn 10	2	4	0
2/21/2007	Track repair at turn 10, day 2	2	5	0
3/5/2007	Seaside e/o Pine, track repairs	2	10	0
3/6/2007	Shoreline at the start / finish line, track repair	2	4	0
3/6/2007	turn 10, track repairs	2	8	0
3/8/2007	Turn 9 and 10	2	9	0
3/14/2007	turn 10 again where concrete meets ac	2	5	0
3/20/2007	Rumble humps at turns 9, 9 1/2, and 10	4	22	\$990.00
3/21/2007	Rumble humps at turn 8	3	10.5	\$472.00
3/23/2007	Rumble humps at turn 1	2	5	\$225.00
3/27/2007	Install rumble hump cones with epoxy at turns 1,4, & 8	2	9	\$405.00
3/29/2007	Install rumble hump cones with epoxy at turn 9	2	3	\$135.00
3/29/2007	Install rumble hump cones with epoxy at turn 10	2	8	\$360.00
3/29/2007	Seside from Collins to Linden, track repairs	2	2	\$0.00
4/2/2007	Install rumble humps cones with epoxy at turns 1,2, & 3	2	3	\$135.00
4/9/2007	Repair rumble hump cones at turns 1, & 10	2	2	\$90.00
		Sub-Total		\$2,812.00
	Traffic Control			
2/5/2007	Provide traffic control for tree trimmers on Shoreline	3	9	0
2/6/2007	Shoreline, Linden to Pine, traffic control for tree trimmers	3	7	0
2/7/2007	Shoreline, btwn Ocean and Linden, traffic control, k-rail	4	14	\$630.00
2/7/2007	Shoreline, Aquarium to Chestnut, traffic control for tree trimmer	4	4	0
2/7/2007	Shoreline, Aquarium to Ocean E/B for K rail placement	2	3	\$135.00
2/7/2007	Traffic Control for Bridge set up at Shoreline and Linden	3	27	\$1,215.00
2/14/2007	Shoreline, Ocean to Pine, traffic control for krail set up	2	3	\$135.00
2/15/2007	Shoreline, Ocean to Pine, traffic control for krail set up	2	2	\$90.00
2/20/2007	Shoreline, Linden to Chestnut, center island, traffic control	2	8	\$360.00
3/1/2007	Traffic control for bridge installation at Shoreline, Aquariu to Pine	6	16	\$720.00
3/5/2007	reset lane closure #3 w/b Shoreline from Ocean to Pine	2	1	\$45.00
3/21/2007	traffic control for truck caring bridge stuck under another bridge on Shoreline between Shoreline Village Dr. and Linden	4	6	\$0.00
3/22/2007	Traffic Control for Bridge set up between Ocean and Linden	3	14	\$630.00
3/23/2007	Traffic control for bridge set up. Shoreline and Aquarium Way	3	11	\$495.00
3/27/2007	Escort bridge and provide st closure	3	14	\$630.00
3/28/2007	Retrieve barri, cones from st closure due to bridge installation	2	6	\$0.00
3/31/2007	Placed cones on beach for Marine Patrol,	2	2	\$0.00
4/10/2007	Barricades, cones, crowd control, krail for beack pack @ fence	3	18	\$810.00
4/11/2007	Close track for race weekend	8	32	\$1,440.00
4/17/2007	Open up track after race weekend	6	32	\$1,440.00
4/24/2007	Picked up cones at dolphins	2	5	0

EXHIBIT B

5/27/2007	Close s/b frwy to remove signs on freeway	4	12	\$540.00
		Sub-Total		\$8,221.00
	Sweeping Track			
2/20/2007	Swept the track	1	2	0
3/13/2007	Swept the track	1	1.5	0
3/21/2007	Swept the track	1	2	0
3/22/2007	Swept the track	1	2	0
4/5/2007	Swept the track	1	2	0
4/9/2007	Swept the track	1	2	0
4/10/2007	Swept the track	1	2	0
		Sub-Total		No Charge
	Beach Pack			
3/27/2007	Pack the beach	3	22.5	\$1,012.50
3/28/2007	Pack the beach	3	22.5	\$1,012.50
3/29/2007	pack the beach	3	23.5	\$1,057.50
4/3/2007	Pack the beach	2	16	\$720.00
4/4/2007	Pack the beach	3	24	\$1,080.00
4/5/2007	Pack the beach	2	17	\$765.00
4/9/2007	Pack the beach	3	19.5	\$877.50
4/10/2007	Pack the beach	3	19.5	\$877.50
		Pre Sub-Total		\$7,402.50
	50% Discount given is \$3701.50	Sub-Total		\$3,701.00
	No Parking Signs			
3/28/2007	Post NPS on Aquarium Way, Queens Hwy, Catalina Cruises etc	3	7.5	\$337.00
2/28/2007	Set up diversin signs on Seaside due to construction	2	3	\$135.00
	"Do Not Enter, One Way, Road Closed, Stay Right, Stop"			
3/29/2007	Remove Handicap Signs in Arena parking lot.	2	2	\$90.00
		Sub-Total		\$562.00
	Miscellaneous			
3/7/2007	Blow out cracks on track in front of turns 9 and 10	4	8	0
3/14/2007	Prepped anchor bolts at turns 2 & 3	2	2	\$90.00
3/21/2007	placed sand bags in front of storm drain inlets	4	4	\$180.00
3/27/2007	Dri-tamp curb at Linden north of Shoreline	2	2	\$0.00
3/30/2007	Dropped off 11 k-rails at Seaside and turn 9	2	2	\$90.00
3/30/2007	Dropped off 4 k-rails at Shoreline and Pine	2	2	\$90.00
4/2/2007	filled k-rails with water at Seaside and turn 9 @ scaffolds	2	3	0
4/5/2007	Filled 55 gallon water barrels with water in the arena parking lot	2	2	0
4/17/2007	Picked up misc, barr, cones,k-rails, crowd control after race	4	24	\$1,080.00
4/24/2007	Picked up water filled k-rails after scaffolds were removed	2	4	\$180.00
		Sub-Total		\$1,710.00
	Material			
	Asphalt			\$1,407.00
	Epoxy			\$1,210.00
	Slurry			\$220.00
		Sub-Total		\$2,837.00
	The cost has increased for material due to a new turn installed			
	between turn 9 and turn 10. This increased asphalt, epoxy, slurry			

EXHIBIT B



Date: May 15, 2007
To: David Ashman, Manager - Special Events and Filming Bureau
From: Jennifer Magajes, Administrative Analyst - Environmental Services Bureau
Subject: **SPECIAL EVENT BILLING – GRAND PRIX**

The Refuse Division costs for the above event are listed below:

1. 4 Refuse Operators - \$2,416.43
2. 45 Trash Boxes and liners - \$125.55

Total Refuse Charges - \$2,541.98

Charge Point – 12
Bill Type – REFC
Index Code – PWEV2110
Subobject Code – 740010
Fund – EF 330

The Street Sweeping costs for the above event are listed below:

1. Street Sweeping (2 sweepers & 2 operators) - \$8,775.52

Total Street Sweeping Charges - \$8,775.52

Charge Point – 12
Bill Type – SSWC
Index Code – PWEV3115
Subobject Code – 740010
Fund – GP 100

\$ 11,317.50

cc: Diko Melkonian, General Superintendent, ESB
Amy Zeidler, Administrative Analyst, ESB

EXHIBIT B

Department/Personnel		Job Assignment/Activity	Duty Location	Day and Date	Hours Deployed	Hourly Rate	Total Expenses
Health/EH	Jackie-Supervisor	Lead inspector- Routine inspection	All areas	Fri/18	8	76.51	612.08
Health/EH	Monica- Inspector	Health Inspector-Routine inspection	All areas	Fri/18	8	73.04	584.32
Health/EH	Brad -Inspector	Health Inspector-Routine inspection	All areas	Fri/18	8	57.8	462.4
Health/EH	Calvin-Inspector	Health Inspector-Routine inspection	All areas	Fri/18	8	57.8	462.4
Health/EH	Claro- Senior/Lead	Senior Inspector-Routine inspection	All areas	Sat/4/19	8	73.04	584.32
Health/EH	Brad- Inspector	Health Inspector-Routine inspection	All areas	Sat/4/19	8	57.8	462
Health/EH	Leila-Inspector	Health Inspector-Routine inspection	All areas	Sat/4/19	8	57.8	462
Health/EH	Cherry-Inspector	Health Inspector-Routine inspection	All areas	Sat/4/19	8	53.51	428.08
Health/EH	Sunny-Inspector	Health Inspector-Routine inspection	All areas	Sat/4/19	8	57.8	462.4
Health/EH	Claro-Senior/Lead	Senior Inspector-Routine inspection	All areas	Sun/4/20	8	73.04	584.32
Health/EH	Zenaida-Inspector	Health Inspector-Routine inspection	All areas	Sun/4/20	8	73.04	584.32
Health/EH	Clarissa-Inspector	Health Inspector-Routine inspection	All areas	Sun/4/20	8	57.8	462.4
Health/EH	Jenny- Inspector	Health Inspector-Routine inspection	All areas	Sun/4/20	8	53.51	428.08
Health/EH	Daniel-Inspector	Health Inspector-Routine inspection	All areas	Sun/4/20	8	57.8	462.4
Health/EH	Claro-Senior/Lead	Event Coordinator- Walk Thru w/ SMG	All areas	Th/4/17	4	73.04	584.32
						Totals	7625.84

Note: Routine food safety inspections are performed for all food vendors (booth,carts,trucks, hawkers) participating in the event Friday, Saturday and Sunday to ensure that all participants are in compliance with the Cal. Retail Food Code Chapter 11. In addition, all portapotties/handwashing stations and trash cans are also inspected to make sure all equipments are in good working order and in a sanitary conditions.

In addition, EH staff evaluate/respond to issues dealing with vector control, backflow protection, noise, stormwater/NPDES, and hazardous materials.

March 13, 2008

Attn: Mr. Dave Ashman
Director of Special Events
333 W. Ocean Blvd.
Long Beach, CA 90831

Subject: 2008 Toyota Grand Prix

We have reviewed the Water Department's operational and emergency response requirements for this year's Toyota Grand Prix. The number of Sewer Maintenance personnel required to be positioned outside the track on race days is as follows:

As in previous years, a 3-person water service construction crew consisting of one Water Utility Supervisor I, one Water Utility Mechanic III and one Welder will be representing the Water Department at the walk through on Monday, March 9, 2007.

One 4-person water service construction crew, supporting the water distribution system, will be on-site during each of the three race days, April 18, 19, and 20, 2008. This crew will consist of one Water Utility Supervisor I for Department coordination, positioned at the fire control center, two Water Utility Mechanic III's, and one Welder. The Water Utility Mechanic III's and the Welder will be positioned at three critical distribution system control valves. The welder is cross-trained in emergency valve operations and can also provide inspection and rewelding of sewer manhole covers in a timely manner.

Support of the sewer system requires one 3-person sewer pipeline/pump station repair crew plus one electrician positioned at locations that have high potential for sewer stoppage; this crew will be available on each of the three race days only.

In the week following the race, one 2-person water service construction crew is needed to remove bolts from valve lids. This activity is tentatively scheduled for Monday, April 21, 2008.

The following is a summary of daily personnel, assignments, equipment requirements and estimated hours:

Monday, April 7, 2008

One Water Service Construction Crew (bolt down valve box lids):

Personnel

One Water Utility Supervisor I – 8 hours

One Water Utility Mechanic III – 8 hours

One Water Department Welder (weld sewer manholes in place)

Equipment

One Welding Truck – 8 hours

One Service Truck – 8 hours

Welding supplies

Friday, April 18, Saturday, April 19, and Sunday, April 20, 2008

One Water Service Construction Crew (positioned inside the track):

Personnel

• One Water Utility Supervisor I – 12 hours

• Two Water Utility Mechanic III's – 12 hours each

• One Water Department Welder – 12 hours

Equipment

Three Water Utility Trucks – 12 hours each

One Welding Truck – 12 hours

One Pick up Truck – 12 hours

One Sewer Pipeline/Pump Station Repair Crew (positioned inside the track):

Personnel

• One Water Utility Supervisor I – 12 hours

• One Water Utility Mechanic II – 12 hours

• Two Water Utility Mechanic III – 12 hours each

• One Electrician – 12 hours

Equipment

One Combination Water Jetting/Vacuum Truck – 12 hours

One Vacuum Truck – 12 hours

One pickup Truck – 12 hours

Monday, April 21, 2008

One Water Service Construction Crew (remove bolts from valve lids):

Personnel

One Water Utility Supervisor I – 6 hours

One Water Utility Mechanic III – 6 hours

Equipment

One Service Truck – 6 hours

The Water Department will require twelve (14) three-day passes and eight (8) vehicle passes to provide the coverage as outlined above, for coordination purposes, and in the event of an emergency.

Based on the labor and equipment requirements for the five days described above, we estimate that the revised Water Department charges for this year's race will be \$31,400.04. This estimate includes all labor and equipment charges, and general administrative expenses associated with our activities. The estimate is attached for your information. Following the completion of this year's activities, we will assemble a final invoice based on actual hours worked and forward it to your office.

Fri-Sun.

If you have any questions regarding on-site or emergency response personnel assignments, please contact Mr. Norman R. Westerdale at (562) 570-2469, the Water Department coordinator for the Toyota Grand Prix.

Sincerely,

Norman R. Westerdale
Sewer Operations Superintendent

cc: Kevin L. Wattier, P.E. – General Manager
Robert C. Cheng – Deputy General Manager - Operations
B. Anatole Falagán – Deputy General Manager - Business
Paul T. Fujita – Director of Finance
Robert J. Katzenberger – Water Operations Superintendent
Tai J. Tseng, P.E. – Treatment Plant Superintendent
Patricia Robinson - Administrative Analyst

Thurs. \$5,200.00

2008 LONG BEACH TOYOTA GRAND PRIX

APR. 2008	TEAM A	TEAM B	TEAM C	TEAM D	TEAM E	Alternate
	Pine Ave. & Shoreline Dr. Outside of track	Pine Ave. & Seaside way, Outside of track	Linden Ave. & Shoreline Dr. Inside Track Pits	Water Department Coordinator Inside Track	Hart Pl. & Seaside Way, Outside of Track	
Fri. April 18, 2008	1 Vehicle Pass Water Emerg. Trk.	4 Vehicles Passes 2-Water Emerg. Trk. Sewer CI Trk. Welding Trk	1 Vehicle Pass Water Emerg. Trk.	2 Vehicle Pass 2-Water Emerg. Trk.	Sewer CI. Trk Electrician Trk. Sewer pump sta. Trk	
Sat. April 19, 2008	1 Vehicle Pass Water Emerg. Trk.	4 Vehicles Passes 2-Water Emerg. Trk. Sewer CI Trk. Welding Trk	1 Vehicle Pass Water Emerg. Trk.	2 Vehicle Pass 2-Water Emerg. Trk.	Sewer CI. Trk Electrician Trk. Sewer pump sta. Trk	
Sun. April 20, 2008	1 Vehicle Pass Water Emerg. Trk.	4 Vehicles Passes 2-Water Emerg. Trk. Sewer CI Trk. Welding Trk	1 Vehicle Pass Water Emerg. Trk.	2 Vehicle Pass 2-Water Emerg. Trk.	Sewer CI. Trk Electrician Trk. Sewer pump sta. Trk	

NOTES:

May need pass to keep Sewer Truck parked on Seaside

On Seaside Way near Hart Pl. Under bridge **1 Sewer Cleaning Truck** Parked as standby for Stoppages on Seaside Way Outside Of Track

May not need pass to gain access to Pump Station in parking structure.

On Hart Pl. **1 Electrician PU Truck**, and **1 Pump Station PU Truck** on outside of Track.

9- Vehicle Passes Total needed if one is required for Sewer Cleaning Trk at Seaside way under Bridge.

8- Vehicle Passes Total needed if none is required for Sewer Cleaning Trk at Seaside way under Bridge.

EXHIBIT B

2008 LONG BEACH TOYOTA GRAND PRIX

APR. 2008	TEAM A	TEAM B	TEAM C	TEAM D	TEAM E	Alternate
	Pine Ave. & Shoreline Dr. Outside of track	Pine Ave. & Seaside way, Outside of track	Linden Ave. & Shoreline Dr. Inside Track Pits	Water Department Coordinator Inside Track	Hart Pl. & Seaside Way, Outside of Track	
Fri. April 18, 2008	1 Trackside W/O Phillips, Sam	4 Trackside W/O-Mendoza, Julian W/O-McGee, Dwayne S/O-Trujillo, Walter W-Alvarez, Issac	2 Trackside/Pits W/O-Richardson, Paul S/O-Moreno, Rick	1 Trackside/Pits W/O-Shartzter, Dave	2 Trackside P/S-Bulrice, Mike E-Vignerie, Tom	Colton, Travis
Sat. April 19, 2008	1 Trackside W/O Phillips, Sam	4 Trackside W/O-Mendoza, Julian W/O-Colton, Travis S/O-Moreno, Rick W-Alvarez, Issac	2 Trackside/Pits W/O-Robles, Vicente S/O-Smigla, Steve	1 Trackside/Pits W/O-Mendez, Rick	2 Trackside P/S-Bulrice, Mike E-Vignerie, Tom	McGee, Dwayne
Sun. April 20, 2008	1 Trackside W/O Richardson, Paul	4 Trackside W/O-Mendoza, Julian W/O-Ordorica, Hector S/O-Quiroz, Joe W-Alvarez, Issac	2 Trackside/Pits W/O-Robles, Vicente S/O-Harris, John	1 Trackside/Pits W/O-Shartzter, Dave	2 Trackside P/S-McDonald, Keith E-Vignerie, Tom	McGee, Dwayne

NOTES:

S/O = Sewer Operations

W/O = Water Operations

P/S = Sewer lift Station

W = Welder

E = Electrician

14 Total Personnel Passed needed

10 Emergency Standby Personnel Water/Sewer

4 Management Unlimited access to all LB Water Department Personnel in and around Track.

EXHIBIT B

April 3, 2008

Attn: Mr. Dave Ashman
Director of Special Events
333 W. Ocean Blvd.
Long Beach, CA 90831

Subject: 2008 Toyota Grand Prix

Per your request at the meeting on April 2, 2008 here is the updated personnel from The Long Beach Water Department.

A total of 14 passes are requested from The Long Beach Water Department.

5 Unlimited passes for access to all LBWD personnel inside and outside track.

9 Trackside passes for Stand-by emergency personnel.

Friday, April 18, Saturday, April 19, and Sunday April 20, 2008

**Water Service Crew
Personnel**

One Water Utility Supervisor I – 12 hours (Supervisor overseeing the activities of LBWD staff)
Need access to all LBWD employees in and around track.

Two Water Utility Mechanic's – 12 hours each (stationed at Pine/Seaside outside of track to respond to water leaks or breaks)

One Water Utility Mechanic – 12 hours (Stationed at Pine/Shoreline Dr. outside of track to respond to water leaks or breaks)

One Water Utility Mechanic – 12 hours (Stationed at Linden/Shoreline Dr. inside of track pit entrance to respond to water leaks or breaks)

**Sewer Crew
Personnel**

One Water Utility Mechanic – 12 hours (stationed at Pine/Seaside outside of track to respond to Sewer stoppages/Overflows)

One Water Utility Mechanic – 12 hours (Stationed at Linden/Shoreline Dr. inside of track pit entrance to respond to Sewer stoppages/Overflows)

One Welder – 12 hours (stationed at Pine/Seaside outside of track to respond to Sewer lids that need to be re-welded or opened)

One Electrition – 12 hours (Monitor emerg. Standby Elect. Generator outside of Sewer pump station on Seaside outer track to prevent pump shut down and sewer overflow)

One Pump station mechanic – 12 hours (Monitor pump station pumps at sewer pump station, incase of plugging backflows devices, pump failure, and assist sewer crew as needed)

**Additional
Personnel**

One General Manager (To access all Water Department personnel in and around track)

One Deputy General Manager

One Water Operations Superintendent

One Sewer Operations Superintendent

Crews are rotated so here is the total list of Personnel names.

<u>Water</u>	<u>Sewer</u>	<u>Management</u>
Alvarez, Issac	Bulrice, Mike	Cheng, Robert C. - Deputy G.M.
Colton, Travis	Harris, John	Crider, Dean – Sewer Ops.
	McDonald, Kieth	Katzenberger, Bob - Water Ops.
McGee, Dwayne	Moreno, Rick	Wattier, Kevin – General Manager
Mendez, Rick	Quiroz, Joe	
Mendoza, Julian	Trujillo, Walter	
Ordeorica, Hector	Vignerie, Tom	
Phillips, Sam	Wells, Glenn	
Richardson, Paul		
Robles, Vicente		
Shartzer, Dave		

Grand Prix Extraordinary Expenses Worksheet Development Services

Department/personnel	Job Assignment	Duty Location	Day & Date	Hours	Hourly Rate	Expenses
Development Services -Elect insp	Inspect Electrical system	From Pine Ave West	Th/17 & Fr/18	8	NA	0
Development Services -Elect insp	Inspect Electrical system	Marina Green & Parking	Th/17 & Fr/18	8	NA	0
Development Services -Elect insp	Inspect Electrical system	East side of convention center, paddock & suites	Th/17 & Fr/18	8	NA	0
Development Services - Struct Insp	Inspect Grandstands & Bridges	Entire circuit	Th/17 & Fr/18	8	NA	0

No inspections on Saturday or Sunday anticipated unless called in to assess suspected problem.

All expenses covered by Plan Review and Permit fees.

Plan Review	\$	3,785.66
Electrical Permit	\$	2,749.31
Building Permit	\$	4,269.13
Total	\$	7,018.44

EXHIBIT B

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT "C"

FORM OF REQUEST LETTER

[date]

City of Long Beach
333 W. Ocean Blvd., ____th Floor
Long Beach, California 90802-4664
Attention: Director of Development Services

Re: Request for Notice of Projects within Long Beach Grand Prix Association
Circuit Area

Director of Development Services:

Request is hereby made by the Grand Prix Association of Long Beach, LLC, which annually conducts the Grand Prix, for a written list of all projects currently under development in the Grand Prix circuit area as shown on the attached Exhibit "A". The City is required to respond to this request within ten (10) days of receipt and otherwise in accordance with paragraph 8.7 of that certain Amended and Restated Agreement between the Association and the City, dated April 16, 2008, City Contract No. _____.

Please contact Jim Michaelian at _____ should you have any questions. Thank you for your prompt cooperation on this matter.

GRAND PRIX ASSOCIATION OF LONG
BEACH, LLC

By: _____
Name: _____
Title: _____



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Authorized signature and date

Print Name & Title



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Business/Contractor/Agency

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

r20141001



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Promoters who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person **▶**

Date **▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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VENDOR APPLICATION FORM

Company Name (same as line 1 on W9):	
DBA Name (same as line 2 on W9):	
Federal Tax ID Number (or SSN):	required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/>)
Web Address: <small>leave blank if not applicable</small>	
Purchase Order Address:	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	e.g. 562-555-1234
Fax:	e.g. 562-555-5678
Toll Free:	e.g. 800-555-2468
<small>If 'remit to' address is the same as the purchase order address, put SAME in first box only</small>	
'Remit to' Address :	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	e.g. 562-555-1234
Fax:	e.g. 562-555-5678
Toll Free:	e.g. 800-555-2468

Type of Ownership:
Individual <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Nonprofit <input type="radio"/> Government <input type="radio"/>
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)
MBE <input type="radio"/> WBE <input type="radio"/> Local <input checked="" type="radio"/> DBE <input type="radio"/> Certified SBE <input type="radio"/> Certified Micro <input type="radio"/>
State certification number:



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Attachment F

Insurance Requirements

INSURANCE: As a condition precedent to Promoter's right to exercise the permission granted by this Agreement, and in partial performance of Promoter's obligations, Promoter, at its cost, shall procure and maintain in full force and effect, during events or the performance of any activities authorized under this Agreement:

- A. Workers' compensation insurance as required by the Labor Code of the State of California and Employer's Liability with limits not less than One Million Dollars (\$1,000,000.00) per accident.
- B. Commercial general and automobile liability insurance with a limit of not less than Twenty Million Dollars (\$20,000,000.00) per occurrence for events and activities prior to and after the Race, including the installation and removal of Circuit Improvements, and for the Race event itself. Said insurance shall include fire legal liability coverage in an amount not less than Fifty Thousand Dollars (\$50,000.00), and shall also extend to provide broad form contractual liability, participants' liability, sudden and accidental pollution coverage, and liquor liability protection. The policy or policies shall contain, or be endorsed to contain, the following provisions:
 - i. City, its officers, employees and volunteers shall be covered as insureds with respect to liability arising out of (i) activities performed by or on behalf of Promoter; (ii) products and completed operations of Promoter; (iii) premises owned, leased or used by Promoter; (iv) the activities of concessions licensed by Promoter; (v) events sponsored by Promoter.
 - ii. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees or volunteers.
 - iii. Promoter's insurance coverage shall be primary insurance as respects City, its officers, employees and volunteers. Any insurance or self-insurance maintained by City or its officers, employees or volunteers shall be excess of Promoter's insurance and shall not contribute with it.
 - iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to



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City, its officers, employees or volunteers.

- v. Coverage shall state that Promoter's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurer's liability.

1.2.6 Coverage shall not exclude coverage for terrorism (i.e., include TRIA coverage).

- C. Each insurance policy required under this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City. Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating of or equivalent to A:VIII by A. M. Best & Company. Any deviation from this requirement shall require specific approval in writing from the City Manager.
- D. Insurance shall be required for contractors employed by or contracted with Promoter or concessions licensed by Promoter subject to all the requirements stated herein except that the commercial general and automobile liability insurance may be in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence or Two Million Dollars (\$2,000,000.00) general aggregate. Promoter shall provide separate certificates and endorsements showing evidence of compliance by each contractor or concession.
- E. Such insurance provided by Promoter may provide for such deductibles or self-insured retention as approved in writing by the City Manager. In the event such insurance provides for deductibles or self-insured retention, Promoter agrees that it will fully protect City, its officers and employees in the same manner as those interests would have been protected had the policy not contained the deductible or retention provisions.
- F. Not more frequently than once each calendar year, if in the opinion of the City Manager the coverages or the limits of insurances described in this paragraph are not adequate, Promoter shall increase the limit and/or provide such additional coverages as required by the City Manager. If the insurances required by this paragraph 10 cannot be obtained by Promoter, Promoter may request that the requirements be modified. Any change of insurance requirements shall be approved by the City Council upon such terms and conditions the City Council determines to be necessary. The parties shall promptly execute a



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memorandum agreement setting forth the changed insurance requirements and such other matters as the City Council may approve.

- G. Promoter shall deliver the required policy or policies of insurance, or certified or photostatic copies thereof, or certificates thereof, to City as follows: (i) the installation and removal policy shall be delivered at least ninety (90) days prior to the date of a scheduled race; and (ii) the Race event policy shall be delivered at least thirty (30) days prior to the date of a Race. Both of the required policies shall be delivered for approval by the City Manager as to sufficiency and to the City Attorney for approval as to form. At least fifteen (15) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Promoter shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Promoter agrees to suspend and cease all operations contemplated by this Agreement during such periods of time as the required insurance coverage is either not in effect or proof thereof has not been submitted to City. Notwithstanding any other provisions to the contrary, upon failure to so file the required certificates, City may, without further notice, cancel and terminate this Agreement and exercise such other rights as it may have in the event of Promoter's default.
- H. The procuring of such policy or policies of insurance shall not be construed to be a limitation in any respect upon Promoter's obligations under paragraph 9.
- I. With respect to damage to property, City and Promoter do hereby waive all rights of subrogation, one against the other, but only to the extent that collectable commercial insurance may be available for said damage. With respect to Workers' Compensation and Employer's Liability, Promoter agrees to waive all rights of subrogation against City, its officers, employees and volunteers for losses arising from activities performed or events occurring under this Agreement.



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Attachment G

Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded Promoters must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.kepler.sos.ca.gov/

http://kepler.sos.ca.gov/

Business Search - Bu... X

File Edit View Favorites Tools Help

Suggested Sites SBA Size Table SAM simpler-financials (TEST) New Planetbids Login User Bid Info Council EZ FAMIS OD

California Secretary of State Alex Padilla

Secretary of State Main Website Business Programs Notary & Authentications Elections Campaign & Lobbying State Archives Registries

Business Entities (BE)

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

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Resources

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- Tax Information
- Starting A Business

Customer Alerts

- Business Identity Theft
- Misleading Business Solicitations

Business Search

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the **Search** button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:

☐ Corporation Name ☐ Limited Liability Company/Limited Partnership Name ☐ Entity Number

Entity Name or Number:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).