

City of Los Alamitos

Agenda Report Consent Calendar

December 14, 2015
Item No: 8F

To: Richard M. Murphy and Members of the City Council
Via: Bret M. Plumlee, City Manager
From: Corey Lakin, Recreation and Community Services Director
Subject: Race on the Base Timing Contract

Summary: This item is to authorize the City Manager to enter into a Professional Services Agreement with Gemini Timing for race timing services for the 2016 Race on the Base. The Race on the Base event requires hiring a professional timing contractor due to the expertise and equipment needed to time the event. This item has been placed on the agenda because the estimated cost of the services exceeds the purchasing limit of the City Manager. Race registration revenue offsets the cost of the timing services.

Recommendation: Authorize the City Manager to enter into a Professional Services Agreement with Gemini Timing for race timing services for the 2015 Race on the Base.

Background

The Southland Credit Union 35th Annual Los Alamitos Race on the Base is scheduled for Saturday, February 27, 2016 at the Joint Forces Training Base in Los Alamitos. The Race includes the following events: 5K Walk, 5K Run, 10K Run, 10K Handcycle/Wheelchair Race, Reverse Triathlon, and Kids Junior Reverse Triathlon. New to this year's event will be the Glow in the Dark 1K Kids Fun Run held on Friday, February 26, 2016. The event also features static military displays, live musical entertainment, and the two-day Los Alamitos Medical Center Health and Fitness Expo.

Each race entry includes a timing chip for the participant except for the Glow in the Dark 1K Kids Fun Run which is not timed. The number of timing chips ordered correlates with the participation projected each year.

Discussion

Recreation and Community Services staff contacted several race timing companies to solicit bids with the following specifications:

- Preparation of race numbers, pull tabs, and timing chips sorted and ready for distribution for all events (Glow in the Dark 1K Kids Fun run is excluded from timing)
- Attend all necessary event pre-planning and post evaluation event meetings as determined by the Recreation and Community Services Director or his or her designee
- Supply signage (registration, result area, etc.) that must be pre-approved by City of Los Alamitos
- Provide all materials required for registration (i.e. safety pins, pencils, etc.)
- Provide start, swim in, bike out, bike in, run out and finish splits for all triathlon events
- Provide all finish line materials, including timing equipment, announcer station, chute material, stringers and computerized race results
- Supply, setup and teardown of finish line clock(s) at all finish lines
- Supply, setup and teardown of results screen at the Open Division Tri finish area
- Provide staff that is adequate to handle the projected race size on race day. A staffing plan must be submitted and approved by the City of Los Alamitos a minimum of two weeks prior to the event
- A minimum of two staff at the registration area on race day:
 - ◆ Staff must handle training of volunteers
 - ◆ Staff must handle solutions
 - ◆ Staff must handle setup and teardown of signage
- Staff at packet pick-up:
 - ◆ Staff must handle training of volunteers
 - ◆ Staff must handle solutions
 - ◆ Staff must handle setup and teardown of signage
- Timing company staff must be in uniformed, distinguishable clothing
- Overall results and age group results printed and posted throughout the race
- Assume responsibility for collection of timing chips
- Results posted online within 24 hours after the event
- Handling of all post race result issues indefinitely
- Setup race database from registration download
- Print out all participants' name, address, event, age and all other pertinent demographic information within 10 days after the event and provide to the City of Los Alamitos

The following companies were contacted for timing services:

Company	Bid
Gemini Timing	\$5,350 base fee + \$1.50 per participant Approximate total = \$12,750.00
SVE Timing Services	\$5.25 per reverse triathlon athlete \$2.25 per 5K & 10K athlete Approximate total = \$15,415.00
Synergy Race Timing	Did not submit bid

Fiscal Impact

Staff recommends entering into a Professional Services Agreement with Gemini Timing for race timing services. Gemini Timing has been the timing company for the Race on the Base for the last several years and was very successful in timing the Race. It is anticipated that the total fees due to the company will not exceed \$18,000. Funds for the timing are incorporated into the Race on the Base line item in the Recreation and Community Services Department Special Events budget and will be offset by race registration fees.

Submitted By:



Corey Lakin
Recreation and Community Services Director

Approved By:



Bret M. Plumlee
City Manager

Fiscal Impact Reviewed By:



Jason Al-Imam
Administrative Services Director

Attachments:

1. Professional Services Agreement with Gemini Timing
2. Gemini Timing Quote

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Gemini Timing, LLC)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a municipal corporation (“City”), and Gemini Timing, a limited liability company (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a race timing management company.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s November 9, 2015 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s November 9, 2015 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: December 15, 2015.
- 3.4 “Expiration Date”: March 22, 2016.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Eighteen Thousand Dollars (\$18,000.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Brandon Walters shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, at the conclusion of the submission of the final grant application, for the services performed pursuant to this Agreement. The invoice shall itemize the services rendered during the billing period and the

amount due. Within ten business days of receipt of the invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of the invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's (or its principal's) previously earned PERS retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim, provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly, any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) comply with applicable workers' compensation laws.

- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, or if such agreements prove to be inadequate to protect City for any reason, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, death, loss underground hazard, and explosion and collapse hazard where applicable. General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its

operation are insureds. Coverage shall be at least as broad as Insurance Services Office form number GL 0002 (Ed. 01/96) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or that described Insurance Services Office Commercial General Liability coverage (“occurrence”) Form Number CG 0001 (Ed. 01/96), including XCU (Explosion, Collapse & Underground) coverage.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident. Coverage shall be at least as broad as the coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 “any auto”, or Code 2 “owned autos” and Endorsement CA 0025. Coverage shall also include Code 8 “hired autos” and Code 9 “nonowned autos.”

11.1.3 Worker’s Compensation insurance if and as required by the laws of the State of California.

11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant’s expense.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City’s Risk Manager such certificate(s) prior to commencement of work under this Agreement.

11.6 Consultant shall provide proof to the City’s Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.

- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 Consultant shall procure and maintain Sexual Abuse/Molestation Liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage may be provided as part of Commercial General Liability coverage, Professional Liability coverage, or as a separate policy.
- 11.10 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.11 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.12 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
Attn: Corey Lakin
Telephone: (562) 430-1073 x500
Facsimile: (562) 594-9657

If to Consultant:
Gemini Timing
42075 Remington Ave., #102
Temecula, CA 92590
Attn: Brandon Walters
Telephone: (760) 475-4905

With courtesy copy to:

Cary S. Reisman, City Attorney
Wallin, Kress, Reisman & Kranitz, LLP
2800 28th Street, Suite 315
Santa Monica, CA 90405-6201
Telephone: (310) 450-9582
Facsimile: (320) 450-0506

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. PREVAILING WAGE LAW

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

19. GENERAL PROVISIONS

- 19.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry,

age, physical or mental disability medical condition or any other unlawful basis.

- 19.3 The captions appearing at the commencement of the sections hereof, and in any sub-paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 19.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or

provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the parties with respect to the transactions contemplated herein. No prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Los Alamitos

“Consultant”
Gemini Timing, LLC

By: _____
Bret M. Plumlee, City Manager

By: _____
Brandon Walters, President

Date: _____

Date: _____

By: _____
Erin Walters, Vice President

Date: _____

Attest:

Approved as to form:

By: _____
Windmera Quintanar, CMC, City Clerk

By: _____
Cary S. Reisman, City Attorney

Date: _____

Date: _____

EXHIBIT A SCOPE OF WORK

Consultant will perform the following services for the 2016 Race on the Base event:

Pre-event Duties:

- Attend all necessary event pre-planning and post evaluation event meetings as determined by the Recreation and Community Services Director or his/her designee
- Preparation of race numbers, pull tabs, and timing chips sorted and ready for distribution for all events (Glow in the Dark 1K Kids Run is excluded from timing)
- Arrange own hotel accommodation (if necessary)
- Provide event exposure via four (4) email marketing:
 - First email by December 29, 2015
 - Second email by January 20, 2016
 - Third email by February 4, 2016
 - Fourth email by March 22, 2016

Event Duties:

- Timing company staff must be in uniformed, distinguishable clothing
- Provide staff that is adequate to handle the various events and projected race size (5,200 total participants) on race day. A staffing plan must be submitted and approved by the City of Los Alamitos a minimum of two weeks prior to the event
- A minimum of two staff at the registration area on race day:
 - ◆ Staff must handle training of volunteers
 - ◆ Staff must handle solutions
- A minimum of two staff at packet pick-up:
 - ◆ Staff must handle training of volunteers
 - ◆ Staff must handle solutions
- Provide all signage necessary for registration that must be pre-approved by City of Los Alamitos
- Provide all materials required for registration (i.e. safety pins, twist ties, clipboards, etc.)
- Provide start, run in, swim out, bike out, bike in and finish splits for all triathlon events
- Provide all finish line materials, including timing equipment, announcer station, chute material, stringers and computerized race results
- Provide, setup, and teardown of finish line clock(s) at all finishes lines
- Provide, setup and teardown of result screens
- Overall results and age group available to race participants via kiosks or result screen(s) to view

Post-event Duties:

- Race results posted online within 24 hours after the event
- Handling of all post race result issues indefinitely
- Setup race database from registration download
- Provide event photographer with requested data within 3 days of the event

- Print out all participants' name, address, event, age and all other pertinent demographic information within 14 days after the event and given to the City of Los Alamitos

Equipment:

- Timing chips for all race participants (excludes Glow in the Dark 1K Kids Run)
- Registration supplies for race registration (packet pick-up and event day)
- Kiosks or result screens for participants to view race results
 - Placed at race results booth inside the Vendor Expo
 - Place at race results booth near pool deck
- Announcer mats and laptop
 - One at 5/10K Finish Line
 - One at Triathlon Finish Line
- Finish line clocks
 - One at 5/10K Finish Line
 - One at Triathlon Finish Line

EXHIBIT B APPROVED FEE SCHEDULE

The Consultant will invoice the City for the timing service and equipment used for the Race on the Base. The City agrees to pay the Consultant for their service and equipment rented at a rate mutually agreed upon. Gemini Timing, LLC will invoice the City 50% of total estimated cost 30 days prior to the event date. Gemini Timing, LLC will invoice the City the remaining 50% balance no later than 10 days after the event date.

Gemini Timing, LLC Fee Schedule:

- \$5,350.00 – Base Fee
- \$1.50 per participant
- \$200.00 for four email marketing

City will provide Consultant with a check for the event timing services not to exceed a total of \$18,000.



Sign and Return to:
Gemini Timing
42075 Remington Ave, Suite 102
Temecula, CA 92590
or info@geminitiming.com

This service agreement is dated as of 11/9/2015 by and between the City of Los Alamitos Recreation and Community Services Department Attn: Ron Noda (hereby known as event director and/or event) and Gemini Timing, LLC.

Event: 2016 Los Alamitos Race on the Base

Client: City of Los Alamitos Recreation and Community Services Department

E-mail: RNoda@cityoflosalamitos.org

Terms

Length of Contract

This contract is valid for one year or the successful completion of one event, whichever comes first.

Payment Terms

Gemini Timing collects 50% of the total estimated cost for timing services no later than 30 days prior to the event date. Gemini Timing will not provide timing services to an event without receiving the 50% deposit before event day. The remaining balance is due net 30. Gemini Timing accepts checks, money orders and credit cards.

Event Director _____ Date _____

Gemini Timing Representative _____ Date _____



Timing Scope of Services

Pre-race meetings and site visits

Gemini Timing will provide a staff person to attend one pre-race meeting and one pre-race site-visit. Additional meetings will incur an additional fee, unless otherwise agreed upon and noted below. Conference calls will incur no additional charge.

Event Specific Notes: _____

Preparation of Bibs, Chips and Packets

Gemini Timing will prepare all bibs and chips for the event. For running events, labels will be adhered to envelopes and envelopes will be packed with bibs and chips and ready for distribution. For triathlon events, labels will be adhered to envelopes, envelopes will be stuffed with the timing chip attached to an ankle strap, bib and other timing related materials, including, but not limited to, bike number and helmet number.

Event Specific Notes: _____

Data Management – Event Weekend

Gemini Timing utilizes a scan card for onsite registration for events projecting fifty plus registrants per hour, we'll provide. For events projecting forty-nine or less registrants per hour, paper entry forms will be used, race director will provide. Gemini Timing will handle all management of new data as well as making data corrections to pre-registered participants as needed. A solutions area at registration will be set up to facilitate registration issues. It is highly recommended the race director provides a well trained staff person to assist at the solutions area.

Event Specific Notes: _____

Data Management – Post Race

Gemini Timing will provide a complete database, including the bib numbers, back to the race director with all addresses and e-mails gathered from scan cards and/or entry forms. Demographic statistics, date entered reports as well as participant counts will also be compiled and sent to the race director to help with future planning. Gemini Timing will also provide the necessary data to the photography company if applicable. USAT, USATF and other results will also be provided to the race director as the event requires.

Event Specific Notes: _____

Race Numbers and Safety Pins

It is the race director's responsibility to provide race numbers and safety pins. If the event is using the bib-tag timing system a spec sheet will be provided by Gemini Timing and should be forwarded to the printer. Race numbers and safety pins can be ordered by Gemini Timing for an additional fee. All bibs and safety pins should be delivered to Gemini Timing no later than 2 weeks prior to the event date. Events offering mailing of bibs and chips should deliver 30 days prior to the event date.

Event Specific Notes: Gemini Timing will provide Safety Pins and Twist Ties

On-Site Registration and Check-in System

Gemini Timing will provide all necessary signage to facilitate a smooth packet pick up process. Signs will include, but not be limited to, number segment signs, find your number here signs, solutions signs, register today signs, fill out entry form here, & chip attachment instruction signs. Signs are printed on corrugated plastic and are white with black print. Custom signs can be made for an additional charge.

Event Specific Notes: _____

Event Director

_____ Date _____

Gemini Timing Representative

_____ Date _____

Timing Chips

Gemini Timing uses four types of Timing chips. Some Timing chips are disposable others are rented out to the event and need to be returned. If an event is using rental chips, it is the race promoter’s responsibility to provide adequate fencing for a chip removal corral as well as an adequate number of volunteers to handle chip removal. Gemini Timing will provide the wire cutters, buckets and Remove Chip Here Signs for the chip removal area. The event is responsible for recovery of all rented Timing chips. IPICO shoe chips are billed at \$2.00 a chip. IPICO multi-sport chips are billed at \$10.00 a chip.

Event Specific Notes: _____

Lodging

The race director will provide hotel accommodations, one room with two beds, for night’s in-between days that services are rendered as well as the night before the event. For events hosting a pre race day packet pickup over 150 miles away from the Gemini Timing office, accommodations will be required for the night before the pre race day packet pickup.

Event Specific Notes: Gemini Timing will provide their own accommodations.

Volunteers

The race director will provide adequate number of volunteers to facilitate a smooth packet pick up as well as assist with timing at the finish line. A minimum of 2 volunteers are required for finish line assistance. As a guide to the number of volunteers needed Gemini Timing recommends 1 for every 100 pre-registered, 1 for every 50 expected sign ups, 1 for every 100 finishers for chip removal, if applicable.

Event Specific Notes: _____

Timing Equipment

Gemini Timing will provide all necessary Timing equipment to produce results, including the necessary Timing equipment for the primary and backup timing systems. Timing equipment will include, but not be limited to, reader boxes, timing mats, computers, generators, batteries, printers and a clock.

Event Specific Notes: _____

Optional Timing equipment

Gemini Timing has available additional equipment not necessary to the scoring of the race. This additional equipment can be rented by the event.

Additional items available:

- Announcer’s Mat and laptop streaming data
- Instant Results TV’s displaying instant times as participants finish the race
- Tracking mat on course
- Single sided and double sided clocks

Event Specific Notes: _____

Other Equipment

Race director will provide necessary tables and chairs for the registration area. As a guide for number of tables, Gemini Timing recommends, 1 table for every 400 pre-registered participants and 1 table for every 100 expected new registrations. Gemini Timing is available to assist in the layout and design of the registration area to create the most effective system. Gemini Timing will provide all necessary equipment for its operation at the finish line, including, but not limited to, tables, chairs, canopy and generators. Finish line fencing and finish line arches are available to rent from Gemini Timing and will include Gemini Timing generic banners and fencing. Custom banners and fencing are available for an additional fee, or sizes can be provided at no additional charge.

Event Specific Notes: _____

Cancellation

In the event the event is cancelled, Gemini Timing will be paid in full. This excludes events that are cancelled due to an “Act of God”.

Event Specific Notes: _____

Event Director
_____ Date _____

Gemini Timing Representative
_____ Date _____



Pricing

Item	Quantity	Rate	Total
Timing and Onsite Registration Services			
Base fee	1	\$5350.00	\$5350.00
Per registration fee	4400	\$1.50	\$6600.00
Marketing			
Email Marketing	4	\$200.00	\$800.00
Total Estimated cost for above number of registrants			\$12750.00

Event Specific Notes: _____

This Contract is valid once signed by both parties. Any addendums to this contract must be signed by both parties.

Thank you for choosing Gemini Timing, please return this signed contract to support@geminiNEXT.com

Event Director _____ Date _____

Gemini Timing Representative _____ Date _____