

City of Los Alamitos

Agenda Report Consent Items

December 16, 2013
Item No: 8C

To: Mayor Warren Kusumoto and Members of the City Council
Via: Bret M. Plumlee, City Manager
From: Corey Lakin, Director of Recreation and Community Services
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 2014 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 2014 Race on the Base.

Background

The 33rd Annual Los Alamitos Race on the Base is scheduled for Saturday, February 22, 2014 at the Joint Forces Training Base in Los Alamitos. The Race includes the following events: Mission: Kids Run 1K, 5K Walk, 5K Run, 10K Run, 10K Handcycle/Wheelchair Race, 10K Skate, Reverse Triathlon, and Kids Junior Reverse Triathlon. The event also features static military displays, live musical entertainment, a two-day Vendor Expo, and free food for all race participants, staff and volunteers.

Each race entry includes a timing chip for the participant except for the Mission: Kids Run 1K, which is not timed. The number of timing chips ordered correlates with the participation projected each year. Attendance is expected to rise for the 2014 event due to expanded marketing efforts and consistent increased attendance for the last few years.

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 (Mission: Kids Run is excluded from timing)
- Attend all necessary event pre-planning and post evaluation event meetings as determined by the Director of Recreation and Community Services or his or her designee
- Must supply signage (registration, result area, etc.) that must be pre-approved by City of Los Alamitos
- All materials required for registration (i.e. safety pins, pencils, etc.)
- Must 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
- A minimum of four 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
- Provide results that will be accepted by USAT and USATF
- 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	\$3,000 base fee + \$1.50 per participant
Race Wire	\$3,000 base fee + \$2.00 per participant
Race Place Events	Did not submit bid
Race Central	Did not submit bid
Splitmaster Timing	Did not submit bid
RUN Racing Timing	Did not submit bid

Staff sent timing bid information to all of the companies listed above. Most did not respond because they did not have the staff or resources to handle multiple races and different types of events on the same morning.

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 two years and was very successful in timing the Race. It is anticipated that the total fees due to the company will not exceed \$14,000. 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
Director of Recreation and Community Services

Approved By:



Todd Mattern
Acting City Manager

Fiscal Impact Reviewed By:



Linda Magnuson
Interim Director of Finance

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

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

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: timing services.
- 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 14, 2013 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 14, 2013 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: February 21, 2014.
- 3.4 “Expiration Date”: February 22, 2014.

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 fourteen thousand Dollars (\$14,000.00) 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. Linda Ramege 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, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each 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 his 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 previously earned PERS retirement benefits, 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 either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) 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, 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) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, death, loss, damage, underground hazard, and explosion and collapse hazard where applicable.
- 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.
- 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 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.
- 11.10 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.
- 11.11 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:	If to Consultant:
City of Los Alamitos Recreation & Community Services	Gemini Timing
10911 Oak Street	15576 Kasota Road
Los Alamitos, CA 90720	Apple Valley, CA 92307
Attn: Corey Lakin	Attn: Brandon Walters
Telephone: (562) 430-1073	Telephone: (760) 475-4905
Facsimile: (562) 594-9657	

With courtesy copy to:

Cary S. Reisman, City Attorney
Wallin, Kress, Reisman, & Kranitz, LLP
2800 28th Street, Suite 315
Santa Monica, CA 90405-6205
Telephone: (310) 450-9582, x333

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 sixty 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. GENERAL PROVISIONS

- 18.1. 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.
- 18.2. 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.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any 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).

- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of

the State of California.

18.9 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 City and Consultant with respect to the transactions contemplated herein. No other 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

By: _____
Bret M. Plumlee, City Manager

Date: _____

“Consultant”
Gemini Timing

By: 
Brandon Walters, Owner

Date: 12/4/13

Attest:

By _____
Windy Quintanar, CMC

Date: _____

Approved as to form:

By _____
Cary Reisman, City Attorney

EXHIBIT A SCOPE OF WORK

Consultant will perform the following services for the 2013 Race on the Base event:

Supply the City with the necessary timing service and equipment requested by the City for the Race on the Base including, but not limited to:

- Preparation of race numbers, pull tabs, and timing chips sorted and ready for distribution for all events (Mission: Kids Run is excluded from timing).
- Attend all necessary event pre-planning and post evaluation event meetings as determined by the Director of Recreation and Community Services or his or her designee.
- Must supply signage (registration, result area, etc) that must be pre-approved by City of Los Alamitos.
- All materials required for registration (i.e. safety pins, pencils, etc.)
- Must 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 result 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
- A minimum of four 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.
- Provide results that will be accepted by USAT and USATF.
- 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 given to the City of Los Alamitos.

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 the equipment rented at a rate mutually agreed upon within six (6) weeks of receipt of the invoice.

Based on the list of rental items in the Scope of Work (Exhibit A) and the other rental items needed based on the evolving nature of Race on the Base, specifically, the changing requirements of the JFTB, needs of sponsors, vendors and staff, weather issues, and participant attendance. City will provide Consultant with a check for the equipment rental not to exceed \$14,000. Consultant and the City will agree upon the quantities and pricing of all rental items prior to rental of the equipment.



Sign and Return to:
Gemini Timing
15576 Kasota Rd.
Apple Valley, CA. 92307
or info@geminitiming.com

This service agreement is dated as of 11/14/13 by and between the City of Los Alamitos, Attn: Ron Noda (hereby known as race promoter and/or event) and Gemini Timing for the date(s) of 2/21/14 - 2/22/14.

Event: 2014 Los Alamitos Race on the Base – Triathlon – Jr. Tri – 10K – 5K – Skate – Kid’s Run

Client: The City of Los Alamitos, Attn: Ron Noda

E-mail: Rnoda@cityoflosalamitos.org

Thank you for considering Gemini Timing as your technology partner for your event.

Below you will find our terms and conditions. Please feel free to contact us at any time with any questions or concerns you may have.

Please read and sign the bottom of each page and return to Gemini Timing.

Pre-race meetings and site visits

Gemini Timing will provide a staff person to attend as many pre-race meetings as deemed necessary by the event.

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 bibs and sets of bibs and chips will be prepped and ready for distribution. For running events using disposable chips, Gemini Timing will attach chips to the back of the bibs as well. For triathlon and swim events, labels will be adhered to envelopes, envelopes will be stuffed with the timing chip attached to ankle strap, bib and other timing related materials, including, but not limited to, bike number, helmet number and swim cap.

Event Specific Notes: _____

Data Management – Pre Race

Data can be gathered in a variety of ways, it is recommended that an online registration provider be used. Gemini Timing is available to make recommendations as well as review the online platform once it is set up. Offline applications should be entered into the platform. Most online providers can provide Gemini Timing with access that allows us to pull the data that we need, when we need it. Race promoter will be responsible for all data management up to the point at which Gemini Timing does their initial download. After this point data will be managed by Gemini Timing. If an online registration provider is not utilized, Gemini Timing will provide a sample spreadsheet of the data format.

Event Specific Notes: _____

Race Promoter
_____ Date _____

Gemini Timing Representative
_____ Date _____

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 promoter 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 promoter 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 promoter with all addresses and e-mails gathered from scan cards and/or entry forms. Demographic stats, date entered as well as participant counts will also be compiled and sent to the race promoter to help with future planning. Gemini Timing will also provide the necessary data to the photography company if applicable. USAT and USATF results will also be provided to the race promoter as the event requires.

Event Specific Notes: _____

Race Numbers and Safety Pins

It is the race promoter'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.

Event Specific Notes: _____

On-Site Registration and Check-in System

Gemini Timing uses a numeric system for distributing timing materials. All athletes that register 48 hours before the first packet pick up will be e-mailed their race number along with general information about the timing system and the event. These e-mails can be customized for an additional fee. An alpha list will also be posted on the Gemini Timing website and the link can be posted on the events website and/or Facebook page. For those that do not know their number coming into the packet pickup, a Find Your Number Here station will be available. 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, relays, swim caps and shirt size 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: _____

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. Gemini Timing will reach out to the participants who do not return their chips in an effort to recover. If the race promoter fails to provide adequate fencing and/or an adequate number of volunteers an additional lost chip fee will be assessed.

Event Specific Notes: _____

Race Promoter

_____ Date _____

Gemini Timing Representative

_____ Date _____

Lodging

The race promoter 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 over 150 miles away from the Gemini Timing office, accommodations will be required for the night before the first packet pick up.

Event Specific Notes: 3 rooms with 2 beds in each required for the night before the race.

Volunteers

The race promoter will provide adequate number of volunteers to facilitate a smooth packet pick up as well as assist with timing at the finish line. 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 back-up timing systems. Timing equipment will include, but not be limited to, reader boxes, timing mats, computers, generators, batteries, printers and a clock. Additional clocks are available for an additional fee.

Event Specific Notes: Gemini Timing will provide three clocks for the three unique finish lines.

Optional Timing equipment

Gemini Timing has available additional equipment not necessary to the scoring of the race. This additional equipment can be rented at an additional charge.

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: Gemini Timing will provide an Announcer's Mat and Laptop at the run finish, and a laptop at the tri finish. Results screens at both locations will also be provided.

Other Equipment

Race promoter 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 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: _____

Race Promoter

Gemini Timing Representative

_____ Date _____

_____ Date _____

Marketing and Promotion

Gemini Timing offers e-mail marketing to our clients. Our marketing team will link up with the event marketing director to develop a marketing plan that is scheduled and targeted to achieve maximum results. Emails must include a special offer for the recipients.

Event Specific Notes: Gemini Timing will provide email promotion on a commission base. For each participant that registers using a Gemini Specific discount code, Gemini Timing will collect \$5.00.

Race Day Tracking

Gemini Timing offers race day tracking at an additional cost. Athletes can be tracked at any point on the course where a timing mat is placed and alerted via text, Facebook and/or twitter.

Event Specific Notes: _____

Payment Terms

Gemini Timing collects 50% of the total estimated cost no later than 30 days prior to the event date. Gemini Timing will not provide services to an event without receiving the 50% deposit before event day. The remaining balance is due no later than 30 days after the event. Gemini Timing accepts checks, money orders and credit cards, credit card payments will incur an additional 3% processing fee. Late payments will be subject to a 5% late fee if paid between the thirty and sixty day late period, payments paid between the sixty and ninety day late period will be subject to a 10% late fee, payments not received after ninety days will be turned over to collections and be subject to a 25% late fee.

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: _____

Pricing

Item	Quantity	Rate	Total
Chip Timing Base Fee	1	\$3000.00	\$3000.00
Additional Finish Line	1	\$500.00	\$500.00
Per Registrant Fee	4500	\$1.50	\$6750.00
Packet Pick up Supplies and Staff for a full day	1	\$400.00	\$400.00
Instant Results TV Screens	2	\$300.00	\$600.00
Announcer's Mat	1	\$200.00	\$200.00
Announcer's Laptop	2	\$100.00	\$200.00
Discount – no charge for Instant Results Screens	1	-\$600.00	-\$600.00
<u>Total Estimated Cost without Optional Items</u>			<u>\$11050.00</u>
<u>Optional Items</u>			
E-Mail Marketing – commission based	200	\$5.00	\$1000.00
Disposable Running Chips – 5K/10K/Skate only	3000	\$1.00	\$3000.00
<u>Total Estimated Cost with Optional Items</u>			<u>\$15050.00</u>

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 info@geminitiming.com.

Race Promoter

Gemini Timing Representative

_____ Date _____

_____ Date _____