

1 **AMENDED AND RESTATED AGREEMENT**

2 **GRAND PRIX ASSOCIATION OF LONG BEACH, LLC**
3 **30691**

4 **THIS AMENDED AND RESTATED AGREEMENT** ("Agreement") is made and
5 entered into as of the 16th day of April, 2008 ("Effective Date"), pursuant to a minute
6 order adopted by the City Council of the City of Long Beach at its meeting of March 18,
7 2008, by and between the **CITY OF LONG BEACH**, a municipal corporation ("City") and
8 **GRAND PRIX ASSOCIATION OF LONG BEACH, LLC**, a Delaware limited liability
9 company ("Association").
10

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

13 1.1 On April 15, 1975, City and Association entered into a written
14 agreement by which City granted to Association permission to conduct championship
15 Grand Prix automobile races in the City of Long Beach. The original agreement was
16 restated pursuant to an Amended and Restated Agreement dated September 15, 1995
17 ("Existing Agreement") between City and the Grand Prix Association of Long Beach, Inc.,
18 a California corporation, as predecessor-in-interest to Association. The term of the
19 Existing Agreement expires on June 30, 2010.

20 1.2 Association's races have drawn national and international
21 attention to the City of Long Beach, its natural advantages, resources, enterprises,
22 attractions, climate and facilities.

23 1.3 Association has proposed to continue to conduct the
24 championship Grand Prix automobile races and other events in the City of Long Beach
25 for an additional ten (10) year period. City, in anticipation of continued national and
26 international publicity and other valuable consideration, is willing to further extend the
27 term of the Existing Agreement on the terms and conditions set forth in this Agreement
28 (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

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

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

17 4.1 Association shall notify the City Manager in writing of the
18 Race related events it proposes to sponsor, co-sponsor, promote, co-promote or conduct
19 during the Pre-Race Period at least twelve (12) months prior to the Race.

20 4.2 Concurrently with the submission of Association's
21 Construction and Decoration Schedule (as defined in paragraph 5.4), Association shall
22 apply for and obtain permits in accordance with the provisions of Chapter 5.60.030E of
23 the Long Beach Municipal Code ("special event permits") for each Race related event to
24 be held during the Pre-Race Period. City shall refrain from issuing any special event
25 permit to any other person, firm or entity for an activity or event to be conducted during
26 the Pre-Race Period or during the Race Period which (i) activity or event, in the City
27 Manager's opinion, does not meet the criteria set forth in Long Beach Municipal Code
28 Section 5.60.030C; or (ii) is to be conducted in the Circuit Vicinity. The term "Circuit

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

11 4.3 In connection with Race related events, Association shall
12 have the right to operate or to license others to operate or use concessions,
13 merchandising elements and catering activities and to receive all revenues therefrom
14 both within the Circuit and within such areas described in special event permits issued to
15 Association or its licensee as provided in paragraph 4.2, provided however that
16 Association shall have no such rights in areas leased to others or under the
17 management, supervision or control of third parties under contract with City, including
18 without limitation the Long Beach Convention and Entertainment Center.
19 Notwithstanding anything to the contrary appearing in this paragraph, Association and
20 any of its officers, employees, agents, concessionaires, licensees, or other person, firm,
21 or entity acting under the permission and authority granted by this paragraph shall obtain
22 a City business license and such other permits as may be required by governmental
23 agencies having jurisdiction. City shall not be required to determine whether an applicant
24 for a City business license or other permit shall have first obtained Association’s
25 permission and consent prior to issuing a business license or permit.

26 5. ASSOCIATION’S COVENANTS: During the Term, Association, at
27 its cost, shall:

28

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 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 or 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

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

5 13. TERMINATION:

6 13.1 Except as otherwise provided in paragraph 10.7, if
7 Association shall fail or refuse to perform any term, covenant, or condition of this
8 Agreement and shall fail to cure such default within fifteen (15) days after written notice
9 from City, then City may terminate this Agreement by giving Association written notice of
10 its election to terminate at least fifteen (15) days prior to the date of termination. If
11 Association fails to conduct a Race in any given year or proposes to conduct a Race
12 which is not consistent with Section 3.1, then City shall have the right to terminate this
13 Agreement upon fifteen (15) days advance written notice.

14 13.2 If during the Term (i) the City Manager's designation of
15 locations for the placement of construction materials and elements of the safety systems
16 during construction of the Circuit and for the installation of viewing stands and amenities
17 for the conduct of the Race is unacceptable to Association; or (ii) the Circuit is modified,
18 without Association's consent, as a result of planned developments within, on or adjacent
19 to the modified Circuit and such modifications render the Circuit unacceptable to
20 Association, Association may terminate this Agreement upon giving City sixty (60) days
21 written notice.

22 13.3 If any act or omission of City gives Association the right to
23 terminate this Agreement pursuant to this Section 13, Association shall have the right to
24 require that City make a good faith attempt to resolve the issue giving rise to
25 Association's right to terminate by including a demand for negotiation in its notice of
26 termination. In the event Association elects to negotiate, City shall make its officials,
27 including representatives from the City's Manager's Office, the City Attorney's Office and
28 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

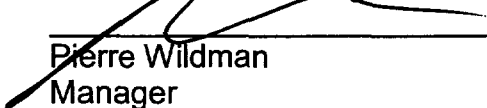
1 allegation of AIDS or AIDS related disease. Such action shall include, without limitation,
2 the following: employment, promotion, demotion or transfer; recruitment or recruitment
3 advertising; layoff or termination; rates of pay or other forms of compensation; selection
4 for training, including 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: 
26 Assistant City Manager
27 City Manager

28 "CITY"

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

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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

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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ROBERT E. SHANNON, City Attorney
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EXHIBIT "A"
CIRCUIT

Circuit Map

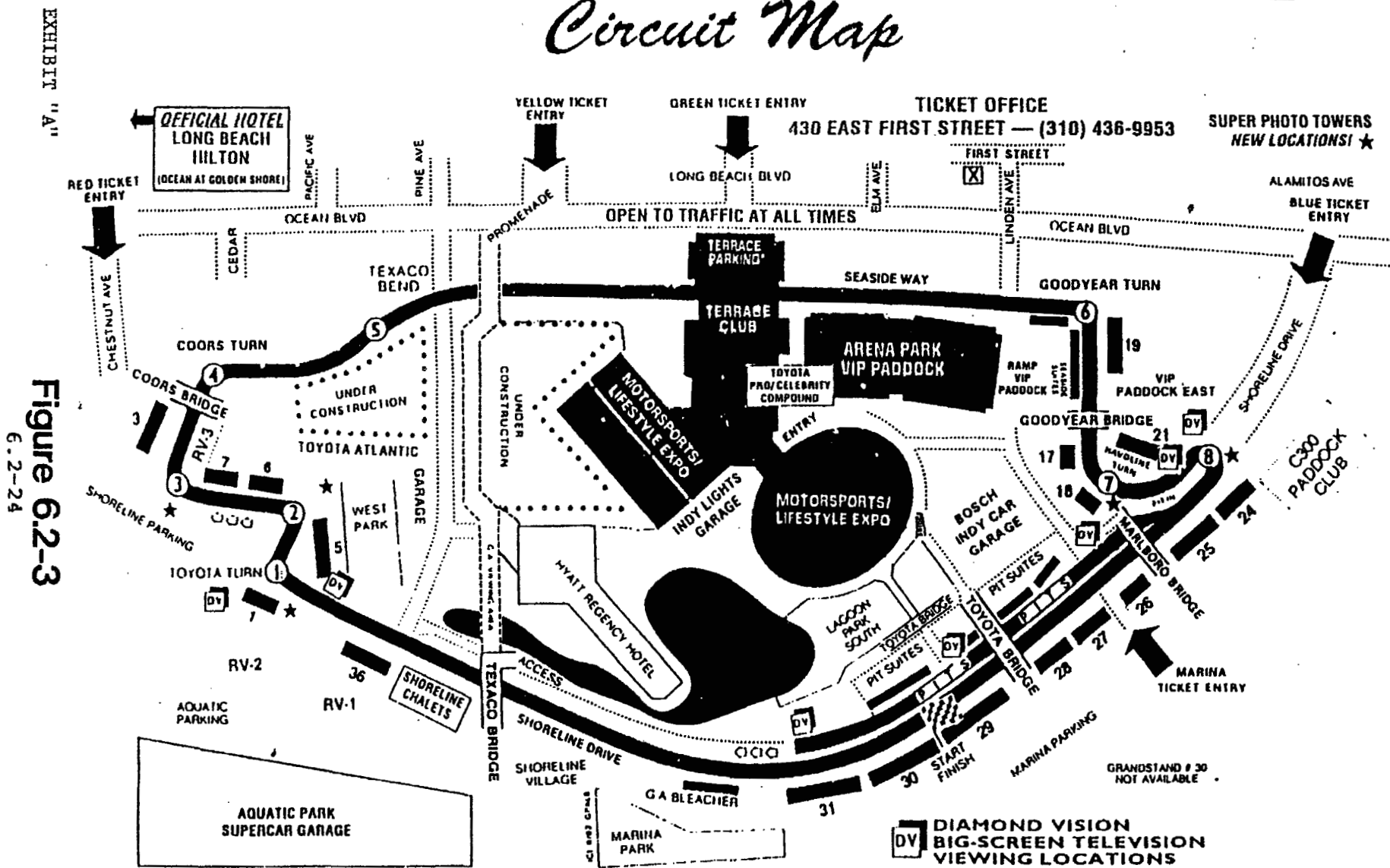


Figure 6.2-3
6.2-24

Current Grand Prix Layout
CIRCUIT LENGTH — 1.59 MILES

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

EXHIBIT "B"

CITY SERVICES AND COSTS

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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 wWeekend, 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 (Bold assigned to Pine at end of event)	<u>M/O</u>	<u>0700-1400</u>	
	<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

Pierpoint Landing

S/O	0600-1230
S/O	1200 -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.

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.

EXHIBIT B

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 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 – Broadway & Alamitos – Prevent 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.

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.

EXHIBIT B

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. _____

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

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 _____

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 _____

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 _____

2008 Grand Prix 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	<i>total loaded hourly cost with fringe benefits</i>					\$1,440.74		
Preparation time for equipment placement, installation, operational staging and systems testing	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	
	Firefighter			16	32.783	49.174	786.78		11.41			\$798.19	
Thursday, April 17, 2008	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	
	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

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	
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		
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			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		Daily Rate	Medicare Burden	FICA Burden	TOTAL	
						Rate	Labor \$				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

72

1647.5

Charges to Marine Bureau

Entire Event

Total	\$4,078.10	\$626.22
Total	\$4,704.32	
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 krails	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 krails 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 "Do Not Enter, One Way, Road Closed, Stay Right, Stop"	2	3	\$135.00
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

Race Weekend				
Friday				
4/13/2007	Inside Crew	5	84	\$3,150.00
	Outside Crew	5	70	\$3,150.00
	Beach Crew	3	42	\$1,890.00
		Sub-Total		\$8,190.00
Saturday				
4/14/2007	Inside Crew	5	70 OT	\$3,990.00
	Outside Crew	5	70 OT	\$3,990.00
	Beach Crew	2	28 OT	\$1,596.00
		Sub-Total		\$9,576.00
Sunday				
4/15/2007	Inside Crew	5	70 OT	\$3,990.00
	Outside Crew	5	70 OT	\$3,990.00
	Beach Crew	2	24 OT	\$1,368.00
		Sub-Total		\$9,348.00
Sub Total equals \$27,114.00				
Minus the 25% = \$6,778.50				
Total for 3 days is \$20,335.00				
GRAND TOTAL				\$53,095.00
* THE COST INCREASE FROM LAST YEAR IS DUE IN PART TO A NEW TURN INSTALLED IN THE ARENA LOT				

2008: Increase due to change from regular shifts to OT, beach parking (water truck for hard-pack), add'l. asphalt installation, slurry behind turns.

EXHIBIT B

+ \$10,000.00

 \$63,095.00

 9,036.00 Thurs.
 54,065.00 Fri.-Sun.



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

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	

EXHIBIT B

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.

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

P/S = Sewer lift Station

E = Electrician

W/O = Water Operations

W = Welder

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 Electrician – 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.

Water

Alvarez, Issac
Colton, Travis

McGee, Dwayne
Mendez, Rick
Mendoza, Julian
Ordeorica, Hector
Phillips, Sam
Richardson, Paul
Robles, Vicente
Shartzter, Dave

Sewer

Bulrice, Mike
Harris, John
McDonald, Kieth
Moreno, Rick
Quiroz, Joe
Trujillo, Walter
Vignerie, Tom
Wells, Glenn

Management

Cheng, Robert C. - Deputy G.M.
Crider, Dean – Sewer Ops.
Katzenberger, Bob - Water Ops.
Wattier, Kevin – General Manager

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

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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: _____