ITEM NO. 19

STAFF REPORT

CITY OF OCEANSIDE

DATE: January 24, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: REQUEST FOR APPROVAL OF A FIVE-YEAR AGREEMENT WITH NORTH AMERICA SPORTS, INC., TO HOST THE FORD IRONMAN 70.3 CALIFORNIA TRIATHLON AND AUTHORIZE STAFF SUPPORT SERVICES IN THE AMOUNT NOT TO EXCEED $30,140 ANNUALLY ($150,700 FOR FIVE YEARS) FROM THE CITY COUNCIL DISCRETIONARY SPECIAL EVENT FUND AND IN-KIND SUPPORT IN THE AMOUNT OF $4,910 ANNUALLY ($24,500 FOR FIVE YEARS)

SYNOPSIS

Staff recommends that the City Council approve a five-year agreement with North America Sports, Inc., to host the Ford Ironman 70.3 California Triathlon; authorize staff support services in the amount not to exceed $30,140 annually or $150,700 for the five-year period from the City Council Discretionary Special Event Fund and in-kind services in the amount not to exceed $4,910 annually or $24,550 for the five-year period.

BACKGROUND

The City of Oceanside has hosted the California Half Ironman Triathlon from 2002- 2006. The City also hosted the run course for the full Ironman Triathlon held at Marine Corps Base Camp Pendleton in 2000 -2001. The City Council approved a five-year agreement with Ironman North America on September 5, 2001. Last year's Half Ironman race held on March 18, 2006, was the final year of the agreement with Ironman North America. North America Sport, Inc., formerly known as Ironman North America, is requesting the City to enter into a new five-year agreement to host the Ford Ironman 70.3 California Triathlon. This national sports event has maintained a capacity level of participation with 2,800 competitors and over 10,000 spectators viewing the race. Each year, the Ironman event has generated positive national exposure for Oceanside and has proven to be an economic benefit, with over 1.2 million in revenue to local hotels, restaurants, and businesses.

ANALYSIS

Staff has met with the Ironman race director to develop a new five-year agreement with North America Sports, Inc., to host the race through 2011 (Attachment A). Under the terms of the agreement, the City will continue to provide the race venue and support services including Police, Fire, Lifeguard, Parking Enforcement, Parks & Recreation, Harbor Maintenance, and Harbor Police. The City as the primary sponsor will secure the license

agreement with Marine Corps Base Camp Pendleton, authorizing the race activities on the base.

Within the agreement, North America Sports, Inc., provides all race management, equipment and technical staging services. The 2007 Ford Ironman 70.3 California Triathlon is scheduled for March 31, 2007. North America Sports is anticipating the same layout and course with the 1.2-mile swim in the harbor channel, 56-mile bike on Camp Pendleton and 13.1-mile run on Pacific Street. Staff has evaluated the future logistics related to the construction of the Pacific Street Bridge and Harbor Aquatics Center. It has been determined that the transition area in harbor lots 11a-11b and the run-bike course can work around the construction. North America Sports, Inc., has developed course options if necessary to divert the race around construction.

FISCAL IMPACT

Staff has developed an updated cost analysis based on course and event logistics to support the 2007 Ironman event. Staff has identified an annual amount of $30,140 in direct personnel services, and $4,910 per year in-kind services (Attachment B). The total cost of the five year agreement is $150,700 in direct personnel services and $24,550 in in-kind services. Included in the cost estimate is a contingency amount to cover future labor cost increases. Under the terms of the agreement, the City provides for transportation and waste disposal services. These costs are budgeted within the Parks & Recreation Division, Special Events Section budget. During the last five-year agreement, personnel over-time costs have not been budgeted and expenditures were absorbed by each department budget. Staff is recommending that all personnel costs for the FY2006-07 Ironman events be covered by funds from the Council's Discretionary Special Event Fund. Staff is requesting Council authorization for funding, not to exceed $30,140, from the City Council Discretionary Special Event fund (101.556450.5102.58518) for the following departments:

Police	$18,444
Fire	2,336
Harbor & Beach Lifeguards	3,488
Harbor Police	1,664
Harbor Maintenance	1,447
Parking Enforcement	887
Public Works Traffic Control	997
Parks & Recreation	877
Total	$30,140

The available fund balance in the Council's Discretionary Special Event Fund is $39,700. Staff is requesting Council approval for each department to budget personnel services in an amount not to exceed $30,140 per year ($150,700 for the 5-year term) for future Ironman events through FY 2011.

INSURANCE REQUIREMENTS

The contract calls for North America Sports, Inc. to provide insurance according to the City's standard requirements.

COMMISSION OR COMMITTEE REPORT

The Special Events Committee has reviewed this agreement and recommends approval and staff support. The Special Events Committee is recommending that funding be allocated for personnel services.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a five-year agreement with North America Sports, Inc., to host the Ford Ironman 70.3 California Triathlon; authorize the City Manager to execute the agreement; and authorize staff support services in an amount not to exceed $30,140 annually or $150,700 for the five-year period from the City Council Discretionary Special Event Fund and in-kind services in the amount of $4,910 annually or $24,550 for the five-year period.

PREPARED BY:

Terry Goodman
Special Events Supervisor

SUBMITTED BY:

Barry E. Martin
Interim City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Interim Deputy City Manager

Margery Pierce, Neighborhood Services Director

Peter Weiss, Director of Public Works

Frank McCoy, Police Chief

Don Hadley, Harbor and Beaches Director

Jeff Bowman, Interim Fire Chief — PMA FOR JEFF BOWMAN

Nita McKay, Financial Services Director

Attachments: A - Ford Ironman 70.3 California Agreement
B – Projected Support Costs

FORD IRONMAN 70.3 CALIFORNIA AGREEMENT

THIS AGREEMENT made this 12th day of JANUARY, 2007, between **NORTH AMERICA SPORTS, INC.**, a corporation incorporated pursuant to the laws of the State of Deleware, (hereinafter referred to as the **"Corporation"**) and **The CITY OF OCEANSIDE**, a municipal corporation incorporated pursuant to the laws of the State of California, (hereinafter referred to as **"City of Oceanside and/or Oceanside"**).

WHEREAS the Corporation wishes to stage a 70.3 Ironman event in and around the City of Oceanside, California on a Saturday in the months of March or April of each year, 2007 through 2011 as agreed upon by the parties to this agreement;

AND WHEREAS the City of Oceanside wishes to have the Corporation stage the event in and around the City upon the terms and conditions as provided for in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained, the sum of One Dollar ($1.00) now paid by each of the parties hereto to the other and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each of the parties hereto, it is hereby agreed among the parties as follows:

ARTICLE I
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.01 **Definitions**: Whenever used in this Agreement or any Schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the respective meanings ascribed to them as follows:

"City of Oceanside" and/or **"Oceanside"** means the City of Oceanside;

"Agreement" means this Agreement and all instruments supplemental hereto or in amendment or confirmation hereof;

"Advisory Committee" means a committee of local representatives, selected by Oceanside, who shall liase with the Race Director and Race Chairman for the implementation of the Race;

"Effective Date" means the effective date of this Agreement, being the 12th day of JANUARY, 2007;

"Event of Default by the Corporation" means those events of default as

prescribed by Section 7.01;

"Event of Default by the City of Oceanside" means those events of default as prescribed by Section 6.01;

"Oceanside" means the City of Oceanside, Inc., a municipal corporation incorporated pursuant to the laws of the State of California;

"**Race**" means the Ford Ironman 70.3 Triathlon, an Ironman or a triathlon of any distance which is put on by the Corporation and is to be staged annually in and around the City of Oceanside, in the State of California

"Race Chairman" means Graham Fraser or such other person appointed by Graham Fraser from time to time and to whom the Race Director and Advisory Committee reports;

"Race Director" means the Race Director appointed by the Corporation responsible for general implementation and staging of the Race in each year;

"Support Services" means the support services and facilities to be provided by Oceanside from time to time as more particularly set out on Schedule "B" hereto;

"Media Director" means the individual appointed by the Corporation who shall be responsible for and coordinate all media for the Race;

ARTICLE II

2.01 The Corporation hereto agrees to stage the Race and the City of Oceanside grants to the Corporation the right to stage the Race in Oceanside, California upon the terms and conditions as provided for herein;

2.02 The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date, unless earlier terminated pursuant to provisions of either Article VI and/or Article VII herein.

2.03 The Race shall be staged in each year of the term of this Agreement pursuant to a race schedule established and agreed to by the parties to this Agreement.

ARTICLE III

CORPORATION'S RACE OBLIGATIONS

3.01 The Corporation shall stage the Race to ensure the Race is a world-class sporting event.

3.02 The Corporation, at its cost, shall provide the management staff for staging the Race including the Race Director and the Media Director and shall provide such further administration and services as prescribed in Schedule "A", appended hereto.

3.03 The Corporation may if practical provide twenty (20) qualifying spots for the Ford 70.3 Ironman Triathlon World Championships to be held annually in Clearwater Beach, Florida. The Corporation shall also provide an additional one hundred (100) qualifying spots for IMNA events.

ARTICLE IV
CITY OF OCEANSIDE OBLIGATIONS

4.01 In consideration of the Corporation selecting the City of Oceanside as the site for staging the Race, the City of Oceanside agrees to provide to the Corporation those Support Services as more particularly described in Schedule "B".

4.02 The support Services to be provided may be modified, changed or otherwise altered from time to time by written agreement of the parties.

4.03 The Corporation may, in order to improve the Race, suggest changes in the implementation or structure of the Race in any Race year, and such changes may be implemented upon the written consent of the City of Oceanside.

4.04 It is the Race Chairman's goal to implement a world-class sporting event. In order to ensure proper implementation of the Race, the City of Oceanside and its representatives agree to take instruction from the Race Chairman as to race-specific operations and technical issues. In the event of a disagreement between the City of Oceanside and the Race Chairman regarding the matters specified in this Paragraph 4.04, the Race Chairman's decision shall be final and binding, except as to issues affecting or impacting city services or public safety.

ARTICLE V
ADVISORY COMMITTEE

5.01 The Advisory Committee shall liase with the Race Director and the Race Chairman to assist in the implementation of the Race.

ARTICLE VI

EVENTS OF DEFAULT BY THE CITY OF OCEANSIDE
REMEDIES OF DEFAULT

6.01 The following shall each constitute an Event of Default under this Agreement:

(a) the failure of the City of Oceanside to perform or observe any of its covenants, obligations or agreements contained in this Agreement including but not limited to the provisions of the Support Services as prescribed by Schedule "B" herein, which is not remedied by the City of Oceanside to the satisfaction of the Corporation within fifteen (15) calendar days following the date of written notice by the Corporation to the City of Oceanside with respect to such breach;

(b) any material act or action by the City of Oceanside which would bring the Race into disrepute.

6.02 On the occurrence of any Event of Default, the Corporation may, at its option, immediately terminate this Agreement by written notice to the City of Oceanside, whereupon the City of Oceanside shall surrender to the Corporation all contracts, records, files and other information related to the management and staging of the Race.

6.03 Following receipt of written notice of termination from the Corporation as a result of an Event of Default, pursuant to paragraph 6.01(b), the City of Oceanside may challenge the determination of the Event of Default by written notice to the Corporation within five (5) days following their receipt of the written notice of termination.

6.04 If this Agreement is terminated, howsoever, the City of Oceanside shall, notwithstanding such termination, be bound by the covenants contained in Articles VIII, IX and Sections 11.13 and 11.14.

ARTICLE VII
EVENT OF DEFAULT BY THE CORPORATION
REMEDIES OF DEFAULT

7.01 The failure by the Corporation to perform or observe any of its covenants or obligations contained in this Agreement which are not remedied by the Corporation to the satisfaction of the City of Oceanside within fifteen (15) days following the date of written notice by the City of Oceanside to the Corporation with respect to such breach shall constitute the Event of Default by the Corporation.

7.02 On the occurrence of the Event of Default by the Corporation, the City of

Oceanside may, at its option, immediately terminate this Agreement by written notice to the Corporation.

7.03 If this Agreement is terminated, howsoever, the Corporation shall, notwithstanding such termination, be bound by the covenants contained in Article VIII.

ARTICLE VIII
INDEMNITY AGREEMENT

8.01 The City of Oceanside agrees that the City of Oceanside shall at all times indemnify, defend and hold the Corporation safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims and demands, suits, damages, losses or injuries, expenses or otherwise which may be brought against the Corporation for personal injuries, death or property damage or any other damages suffered by any person, firm or corporation arising from or in any way connected with the act or omission of the City of Oceanside in carrying out its responsibilities in providing the Support Services of the Race pursuant to this Agreement or those for whom the City of Oceanside is in law responsible.

8.02 The Corporation agrees that the Corporation shall at all times indemnify, defend and hold the City of Oceanside safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims and demands, suits, damages, losses or injuries, expenses or otherwise which may be brought against the City of Oceanside for any damages suffered by any person, firm or corporation arising from or in any way connected with the act or omission of the Corporation in carrying out is responsibilities and obligations pursuant to the terms of this Agreement.

ARTICLE IX
INDEPENDENT CONTRACTOR
ADDITIONAL COVENANTS

9.01 The City of Oceanside acknowledges that the City of Oceanside shall undertake its duties as an independent contractor and not as employees or agents of the Corporation except as specifically provided. It is further understood and agreed that the City of Oceanside shall have no proprietary interest in the Race.

9.02 The Corporation shall obtain public liability insurance of not less than Two Million Dollars ($2,000,000.00) for the Race and all incidental matters related to the Race and shall name the City of Oceanside and Oceanside Small Craft Harbor District as additional insured under such policy. Insurance coverage provided to the City and the Harbor District as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents and employees, shall be excess only and not contributing with insurance provided

pursuant to this section. All insurance companies affording coverage to Corporation pursuant to this Agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the State or be rated as A-X or higher by A.M. Best. Corporation shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney.

9.03 This Agreement shall be considered null and void if the bike route is not approved by Camp Pendleton staff by April 30th of each year for the following year's event. If another route is suitable and agreed upon, this clause will be waived. If the event fails to attract 1250 athletes, in any year, both sides have the option to cease the contract for subsequent years.

ARTICLE X
NOTICES

10.01 All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission addressed to such other party or delivered to such other party as follows:

In the case of the Corporation:

NORTH AMERICA SPORTS, INC.
4999 Pearl East Circle, Suite 301
Boulder, CO. 80301
Attention: Graham A. Fraser

Facsimile No. (303) 449-8847

In the case of the City of Oceanside:

CITY OF OCEANSIDE
Special Events
300 N. Coast Highway
Oceanside, CA. 92054
Attention: Terry Goodman

or at such other address or to the attention of such other Person as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when delivered on the Business Day of full, legible facsimile transmission, or, if mailed, on the fourth Business Day following the day of the mailing thereof; provided that if any such notice, request, demand or other

communication shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities before the fourth Business Day following the day of mailing thereof, such notices, requests, demands or other communications shall be deemed not to have been received unless the same shall have been delivered to the address contemplated above for mailing or delivery to such addressee.

ARTICLE XI
GENERAL

11.01 **Partial Invalidity**: The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof.

11.02 **No Partnership**: Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any party, a partner of any other party to this Agreement in the conduct of any business, or a member of a joint venture or joint enterprise with any other party to this Agreement.

11.03 **Force Majeure**: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of riots, strikes, insurrection, war, act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.04 **Successors and Assigns**: This Agreement may not be assigned by the City of Oceanside without the express written consent of the Corporation, which consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

11.05 **Recitals**: Each of the parties hereto acknowledges and declares that the statements contained in the recitals applicable to such party are true in substance and in fact.

11.06 **Article and Section Headings**: Article and section headings in this Agreement are inserted for convenience only and do not constitute part of this Agreement.

11.07 **Entire Agreement**: This Agreement expresses the entire Agreement among the parties hereto with respect to all matters herein, and the execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or premises whatsoever not incorporated herein and made a part hereof.

11.08 **Gender**: Words importing the singular include the plural and vice versa and words importing the male gender includes the female gender.

11.09 **Counterparts**: This Agreement may be exercised by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

11.10 **Further Assurances**: The parties hereto covenant and agree that they will from time to time and at all times hereafter, upon every reasonable request of any of the others, make, do and execute or cause to be made, done or executed all such further acts, deeds, documents, instruments or assurances as may be reasonably required for the purposes of implementing the matters contemplated by this Agreement.

11.11 **Waiver**: No indulgence or forbearance by any of the parties hereto shall be deemed to constitute a waiver of such parties' rights to insist on full performance and in a timely manner of all covenants herein contained. A waiver of any rights herein contained must be expressed in writing in order to be effective.

11.12 **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable therein.

11.13 **Confidentiality**: The City of Oceanside agrees to communicate to the Corporation all information obtained in the course of performing the City of Oceanside Support Services and further agrees that all information related to the business of the Race shall be confidential, to the extent allowed by law. The parties understand that this Agreement, once executed by all parties, is a public record and is not subject to the confidentiality provisions of this section.

11.14 **Non-Disclosure of Information**: The City of Oceanside agrees that, to the extent allowed by law, all information concerning the business of the Race acquired in the course of or incidental to this Agreement including, but not limited to, athlete lists, trade secrets or other commercial property of the Corporation will not be disclosed or communicated in any way by the City of Oceanside during the Term, or thereafter without the consent of the Corporation which may not be unreasonably withheld.

11.15 **Term:** This Agreement shall continue until the completion of the 2010 Race. For 2007, the race shall be held in March. The parties to this Agreement agree that the date and the distance of the Race for each additional Race under the terms of this Agreement may be changed by the Corporation subject to the consent of the City which shall not be unreasonably withheld. The Corporation agrees to provide at least six (6) months notice if it wishes to change the Race date from the months of March or April.

11.16 **Termination:** Either party may terminate this Agreement by providing thirty

(30) days written notice to the other party.

IN WITNESS WHEREOF the undersigned parties hereto have executed and delivered this Agreement under their respective seals by their respective authorized signing officers duly authorized in their behalf as of the date and year first above written.

NORTH AMERICA SPORTS, INC.
By:

GRAHAM FRASER, ASO

Federal Employer I.D. No. 98-0196475

CITY OF OCEANSIDE
By:

City Manager

APPROVED AS TO FORM:

, ASST.
CITY ATTORNEY

NEIL K. CHAMBERS NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me on JAN 13TH, ~~2006~~ 2007, by Graham Fraser.

Witness my hand and official seal.

My commission expires 12/04/2008.

Notary Public

SCHEDULE "A"

The Corporation agrees to provide the following services for the implementation of the Race:

1. **Race Administration:** All administrative matters related to the implementation of the Race shall be provided by the Corporation, including, but not limited to:

   (i) providing Race Director, Media Director and key Race personnel as determined by the Corporation;
   (ii) a detailed race plan by January 1st of each year (Draft #1)
   (iii) management for the volunteers;
   (iv) preparation of all documentation for the Race, including applications, brochures, all print materials etc.

2. **Media**: The Corporation shall be responsible for the following mediums for the promotion of the Race including providing for:

   (i) live coverage of the Race on Ironmanlive.com;
   (ii) an advertising campaign in triathlon magazine publications;
   (iii) the inclusion of Oceanside promotions in all applications, brochures and print materials for the Race;
   (iv) the inclusion of an Oceanside logo on all Race numbers, T-shirts, medals, plaques;
   (v) the inclusion of an Oceanside logo in all forms for media campaign for the Race, including, press releases, both nationally and locally;
   (vi) Camp Pendleton will be listed as a co-sponsor in written narratives and posters of the event
   (vii) Marketing of the City of Oceanside's accommodation facilities
   (viii) Marketing plan to attract 1600-2000 athletes by January 31st of each year of the Race
   (ix) City of Oceanside has right to use 70.3 Ironman California triathlon in advertising and print materials

The determination of all media shall be made by the Media Director in consultation with the Advisory Committee and the Race Chairman.

3. **Local Suppliers:** The Corporation shall, to the best extent possible, use local suppliers for the implementation of the Race.

4. **Technical Duties**

   (i) Race equipment and manpower;
   (ii) Registrations - supplies and set-up;
   (iii) Courses - Design, supplies, police coordination, volunteer coordination,

start/finish course;

(iv) Race announcers;
(v) Aid station - design and supplies;
(vi) All manpower, educators, race manuals;
(vii) Transition supplies/setup
(viii) Awards (presentations), videos;
(ix) Police coordination, security and parking plans
(x) Ordering race supplies;
(xi) Finish line - design, supplies, setup and teardown;
(xii) Media coordination.
(xiii) Prize money to attract a pro field
(xiv) Medical team for the race
(xv) Parking and shuttle system
(xvi) Race schedule of events provided by January 30th of each year
(xvii) A secure storage facility and containers which will be located on CITY property
(xviii) Four slots at no cost to Camp Pendleton MCCS for the Race will be provided. Twenty Five (25) paid entries will be made available to Camp Pendleton MCSS and five paid entries will be made available to City staff
(xix) Food and water and transportation for all necessary Camp Pendleton MCSS Military Police for traffic control on race day with contract details to be agreed upon by March 1st of each Race Year.
(xx) All required insurance and liability coverage in the amount of two million dollars naming the City of Oceanside as an additional insured.
(xxi) Traffic control supplies, including but not limited to, detour signs, barricades, "no parking" signs.
(xxii) Obtain County Health permits if required.
(xxiii) Obtain permits for state park or other state county properties.

SCHEDULE "B"

The City of Oceanside agrees to provide, at no cost to the Corporation, the following facilities and services for the staging of the Race:

1. **Facilities:** Race setup will occur two weeks out from race day. Facilities are needed up to and including the Monday after race week.

   (a) The grounds for the Race necessary for the implementation of the Race (to the extent owned or controlled by the City of Oceanside).

      (i) Oceanside Harbor for swim, including ramp as in/out and lifeguards and boats for a safe swim. Harbor boat launch closed race day at 5:00 am until 4:00 pm for set up of swim Race;
      (ii) Transition for Bikes and start/finish area. Space for parking in Harbor Parking lots near launch ramps. Space for 1500-2000 bike spots and barricades will be needed. Lots will be available from Wednesday morning until 6:00am Sunday during Race week;
      (iii) Roads around the City of Oceanside shall be properly secured and barricaded with appropriate road permits for bike, run and finish line;
      (iv) Parking in City lots on Strand and two vacant lots (if available) on Pacific Street;
      (v) Office space will be provided free of charge two weeks prior and one week after Race week each year with minimum 1000 feet located at 1350 N. Pacific Street;
      (vi) Provide a secure location within 4 miles of the harbor to place two storage containers free of charge year round to the Corporation;
      (vii) Closed streets and parking lots in the venue area (harbor), to be determined by January 31st each year including but not limited to Meyers Street between Mission Avenue and Civic Center Drive, as well as Pier View Way between Pacific Street and Meyers Street;
      (viii) Use of roads for a 13.1 mile run, including Pacific Street, Coast Highway through the downtown district;
      (ix) Roads as needed on Camp Pendleton to complete 56 mile bike route;
      (X) Space for Ironman Village at corner of Harbor and Pacific Street Lot 10, parking lots 6 and 7 from Wednesday – Sunday of Race week or another area close to the harbour; (should they be available due to scheduled construction contracts);
      (xi) Share in cost of shuttle not to exceed Two Thousand ($2,000.00) dollars for the event shuttle system to be managed by the Corporation;
      (xii) Such other facilities as determined by the Corporation in consultation with the Advisory Committee and the City of Oceanside.

2. **Services**: The City of Oceanside shall assist in providing sufficient manpower to operate a successful Race which shall include the following:

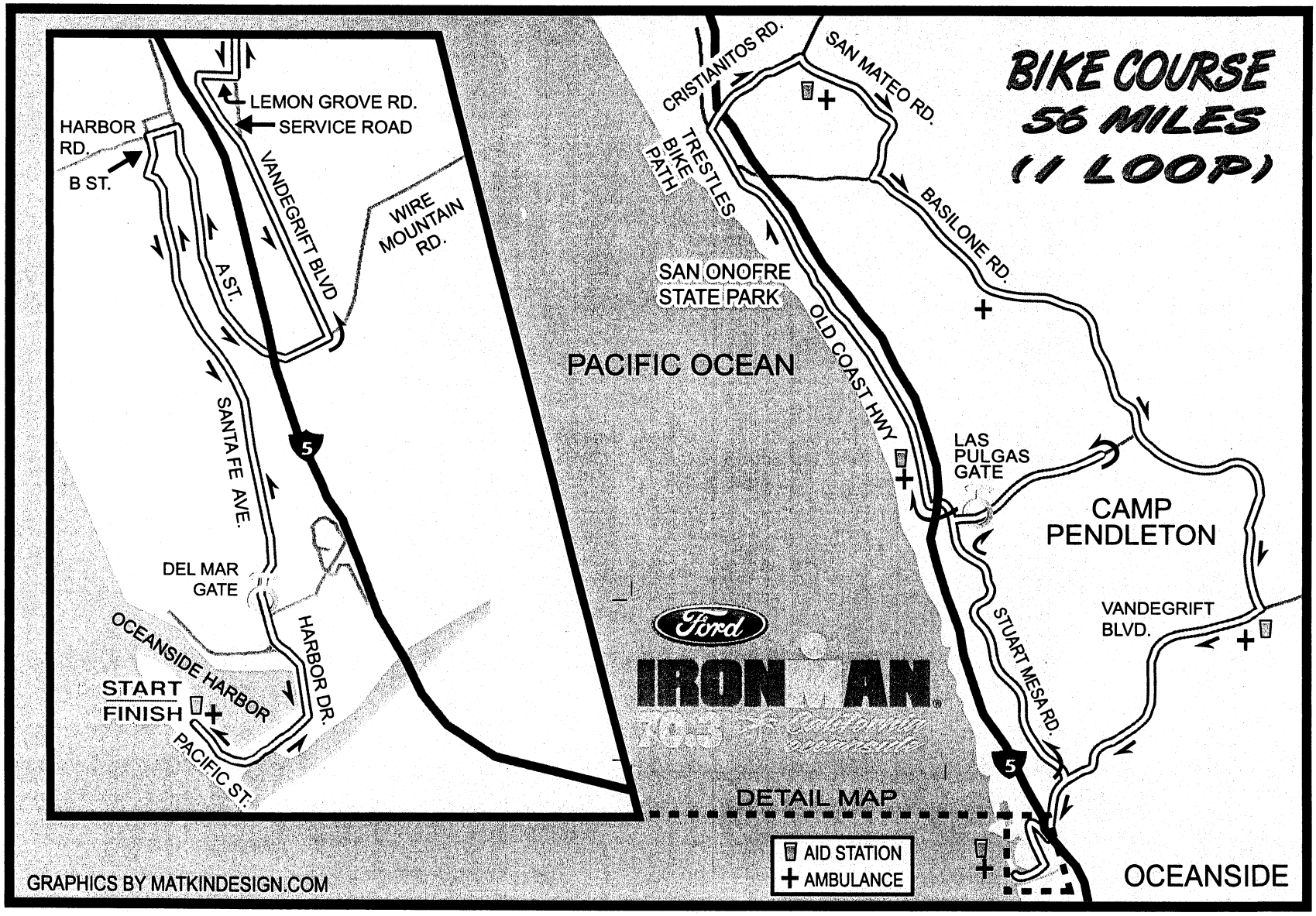
   (i) medical staff and ambulance services as needed by the Race Committee (minimum –6) including paramedic/EMT personnel;
   (ii) police services – City, County and State, as well as Camp Pendleton, at no charge to Corporation;
   (iii) Harbor Police to assist in ensuring a safe swim with no boat traffic from 5:00 a.m. to 9:30 a.m. on Race day and the City of Oceanside Police Department personnel for traffic control services and general safety within city limits. Plan to be agreed upon by February 15th of each year;
   (iv) City Lifeguards as needed, minimum 25;
   (v) Electric as needed for the venue areas, including generators, wiring, and Electrician on site race week;
   (vi) Shuttle Services for competitors and spectators from the Pier area to the swim start on Race day as determined by Race Director;
   (vii) If the Corporation chooses to host an additional event, permits and approval for a weeknight 5KM run, kids Splash N Dash, and Concert as part of the Ironman Festival;
   (viii) City permits for an Ironman Village with Exposition for Wednesday through Sunday;
   (ix) All parking and traffic control provided by City of Oceanside;
   (x) Manpower and hardware for hanging Race banners;
   (xi) Adequate trash removal of designated dumpsters through the City's contracted waste hauler;
   (xii) City will enter into a mutual agreement with Camp Pendleton to have all bike course responsibilities on the Base fall under Camp Pendleton command renewable during each year of the agreement. Camp Pendleton Military Police will provide services for traffic control and general event safety within the Camp Pendleton base.

3. **Supplies**: The City of Oceanside shall assist in providing the following supplies available in the community, including but not limited thereto;

   (i) bleachers, tables, stages, sound systems, tents that are available;
   (ii) provide additional traffic control equipment as needed to supplement equipment provided by corporation.

   There shall be no charge for the supplies and services, available in the City of Oceanside, provided aforesaid.

4. **Promotion**: The City of Oceanside shall place Ironman flags in the City for a minimum of 2 weeks prior to the Race and coordinate the placement of posters, which are supplied by the Corporation, in stores and retail locations. Ironman to provide flags and posters.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56 MILES
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CRISTIANITOS RD.
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TRESTLES BIKE PATH
BASILONE RD.
SAN ONOFRE STATE PARK
OLD COAST HWY
PACIFIC OCEAN
LAS PULGAS GATE
CAMP PENDLETON
VANDEGRIFT BLVD.
STUART MESA RD.
OCEANSIDE
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AMBULANCE
LEMON GROVE RD.
SERVICE ROAD
HARBOR RD.
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VANDEGRIFT BLVD
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DEL MAR GATE
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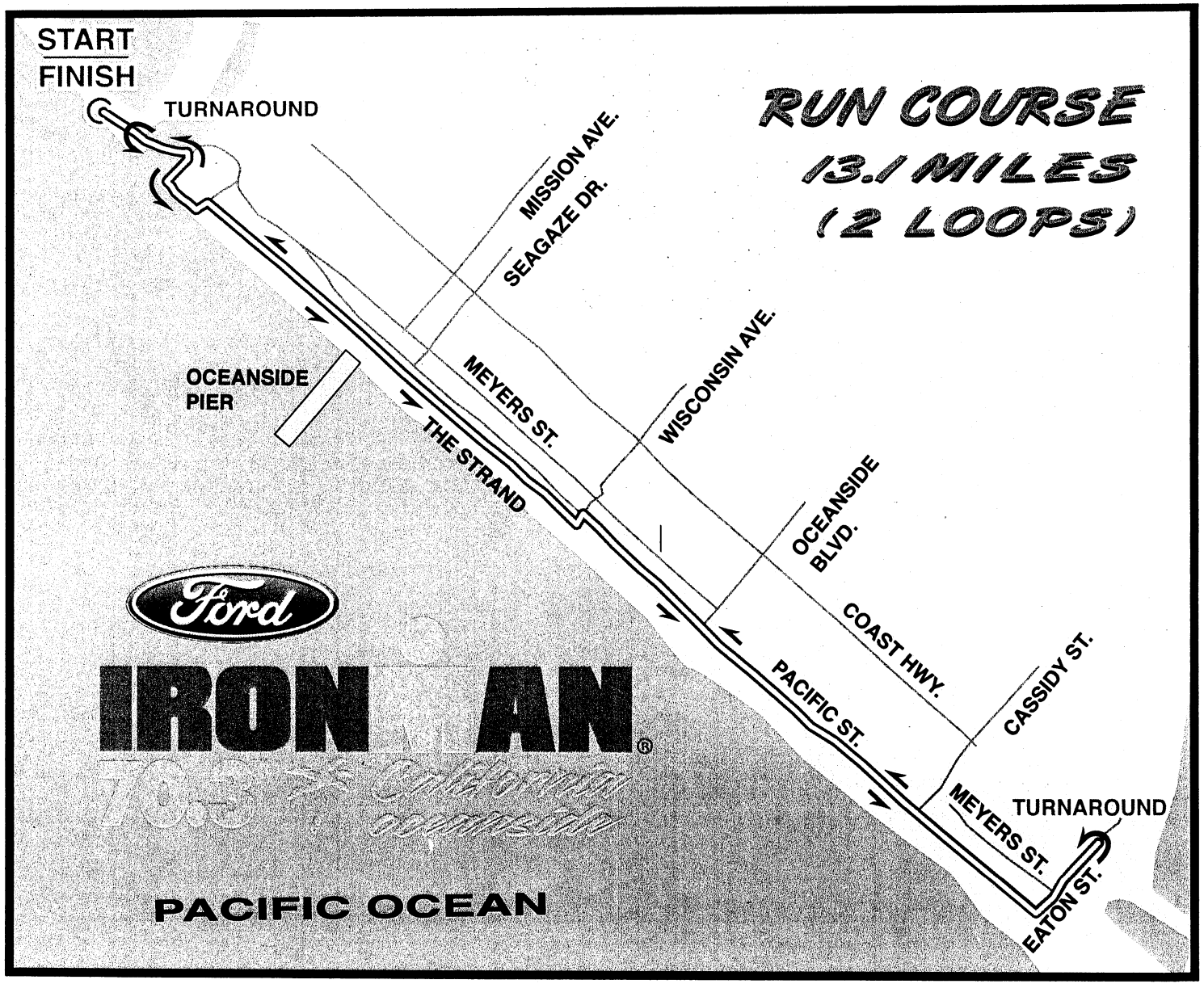
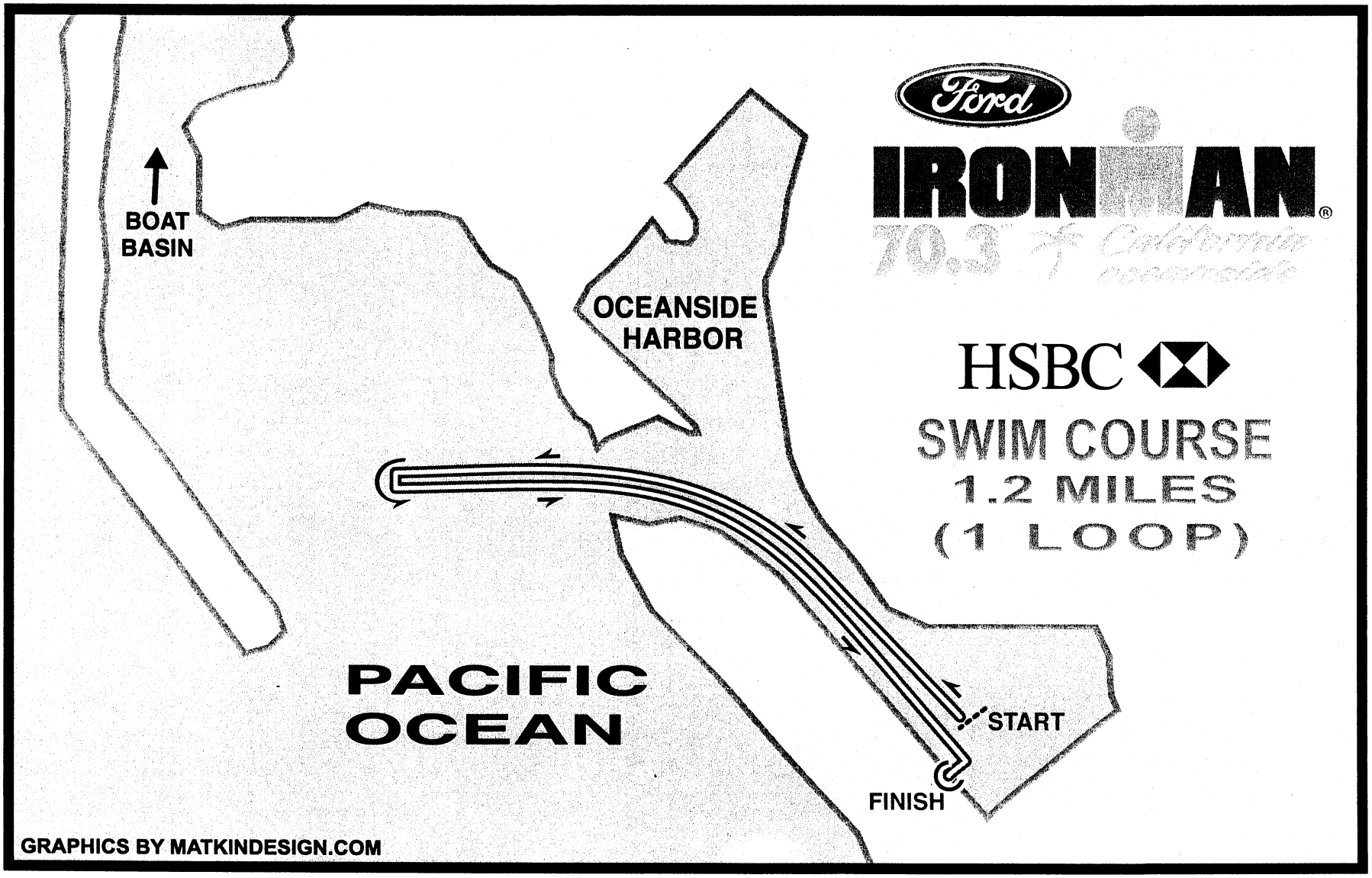
Oceanside
GRAPHICS BY MATKINDESIGN.COM


START
FINISH
TURNAROUND
RUN COURSE
13.1 MILES
(2 LOOPS)
MISSION AVE.
SEAGAZE DR.
OCEANSIDE PIER
MEYERS ST.
WISCONSIN AVE.
THE STRAND
OCEANSIDE BLVD.
COAST HWY.
PACIFIC ST.
CASSIDY ST.
MEYERS ST.
TURNAROUND
EATON ST.
Ford
IRON MAN
PACIFIC OCEAN


Ford
IRONMAN®
70.3 California
oceanside
HSBC
SWIM COURSE
1.2 MILES
(1 LOOP)
BOAT
BASIN
OCEANSIDE
HARBOR
PACIFIC
OCEAN
START
FINISH
GRAPHICS BY MATKINDESIGN.COM

ATTACHMENT B

FORD 70.3 IRONMAN CALIFORNIA OCEANSIDE
PROJECTED SUPPORT COSTS

CITY PERSONNEL COSTS

DEPARTMENT	SERVICE	COST
Police 22 Officers 2 Supervisors	Traffic Control & Course Safety	$18,444
Fire 1(ALS) Ambulance & Crew 1 Fire Supervisor	Medical Support	2,336
Harbor & Beach 27 Lifeguards	Swim Course Safety	3,488
Harbor Police 6 Officers	Traffic Control & Swim Course Safety	1,664
Harbor & Beach Maint.	Maintenance Support	1,447
Public Works Traffic Control	Barricade & Traffic Signage placement	997
Public Works Parking	Posting Course & Vehicle Removal	887
Parks & Recreation	Event Management & Beach Center Support	877
Includes 15% Contingency FY 2008-11	**Total**	**$ 30,140**

BUDGETED EXPENSES

Transportation Services	Shuttle Buses	$ 1,000
Solid Waste Services	Trash / Recycling Bins	2,000
Budgeted in P&R Special Events	**TOTAL**	**$ 3,000**

IN-KIND SERVICES

Coast Guard Building	Ironman Office Space Rental Value	$ 2,000
Harbor Parking	Transition - Expo Area	600
City Parking lots	Participant Parking	2,310
	TOTAL	**$ 4,910**