# SPECIAL EVENT AGREEMENT BETWEEN COUNTY OF MONTEREY AND SPARTAN RACE, INC.

This Special Event Agreement ("Agreement") by and between the County of Monterey, a political subdivision of the State of California, hereinafter called "COUNTY," and Spartan Race, Inc., hereinafter called "CONCESSIONAIRE" is hereby entered into between COUNTY and CONCESSIONAIRE (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

In consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

### 1.0 GENERAL DESCRIPTION

1.1 CONCESSIONAIRE desires to secure from COUNTY certain rights and privileges and to conduct the Spartan Super and Sprint Race ("Event") on the following dates:

Saturday, August 21, 2021	Sunday, August 22, 2021
---------------------------	-------------------------

to be held at Toro Park (collectively the "Facility"), in Monterey County, California.

- 1.2 COUNTY hereby grants to CONCESSIONAIRE the right to occupy the Facility for the purposes hereinafter set forth, subject to the terms and conditions of this Agreement:
  - 1.2.1 The Facility is provided on an "as is" basis. It is the responsibility of CONCESSIONAIRE to inspect the Facility prior to its use, and such use shall confirm that CONCESSIONAIRE has determined that the Facility is appropriate and safe for its purposes.
  - 1.2.2 The purposes of use of the Facility shall be limited to: activities directly associated with the Event.
- 1.3 During the term of this Agreement, no more than a maximum of seven thousand six hundred (7,600) attendees on August 21, 2021, and no more than a maximum of six thousand (6,000) attendees on August 22, 2021, may participate in the Event, including all staff, volunteers, and participants. CONCESSIONAIRE will have fifty (50) employees and five hundred (500) volunteers.
  - 1.3.1 CONCESSIONAIRE shall be allowed to begin Event setup and complete all teardown, cleanup, and remediation of the property as set forth below:

Event Information Dates		Times
Set-up Dates/Time	August 11-20, 2021	7:00 a.m. – 7:00 p.m.
Event Dates	August 21-22, 2021	5:00 a.m. – 10:00 p.m.*
Clean Up Dates	August 23-25, 2021	7:00 a.m. – 7:00 p.m.

- \* CONCESSIONAIRE shall fully comply with Monterey County Code Chapter 10.60 Noise Control. See Section 4.37.
- 1.3.2 CONCESSIONAIRE agrees that the Facility will be open to the public all days except the two (2) Event days (Saturday, August 21, and Sunday, August 22, 2021). CONCESSIONAIRE shall build the racecourse and obstacles in a manner that does not interfere with public use of the Facility on a commercially reasonable basis, and obstacles shall be secured from public use.

COUNTY shall not reserve group areas August 21, or 22, 2021. CONCESSIONAIRE shall have the right to exclude the public from use of Facility areas where construction of the racecourse and/or obstacles is taking place.

1.3.3 CONCESSIONAIRE shall not use or otherwise access areas outlined in **Exhibit F – Prohibited Areas** attached to and made part of this Agreement.

### 2.0 SERVING AND CONSUMPTION OF ALCOHOL

- 2.1 Serving and consumption of alcohol shall be allowed at the Facility, pursuant to the terms of this Agreement as set forth below.
- 2.2 CONCESSIONAIRE (or its designated third-party beverage provider) shall:
  - 2.2.1 Prevent over-consumption, underage drinking, and other alcohol-related concerns.
  - 2.2.2 Check the identification (ID) of all guests and make certain those without acceptable ID or those underage do not consume alcoholic beverages.
  - 2.2.3 Offer food for sale along with alcoholic beverages.
  - 2.2.4 Provide non-alcoholic beverages.
  - 2.2.5 Restrict alcohol to a designated area only and not allow it to be taken out of the designated area.
  - 2.2.6 Obtain all necessary permits from all associated regulatory agencies.
- 2.3 CONCESSIONAIRE is responsible for the actions of Event guests and for enforcing the above. A point of contact for CONCESSIONAIRE, or its designated third-party beverage provider, must physically be present during the period(s) in which alcoholic beverages are present.

2.4 CONCESSIONAIRE shall be responsible for payment to cover any damages that occur to the Facility and additional cleanup directly related to, or directly arising from, the service and consumption of alcohol.

### 3.0 PAYMENT PROVISIONS

3.1 CONCESSIONAIRE agrees to pay COUNTY for the rights and privileges hereby granted as follows:

Site Rental Fee	Description		<b>Total Fees</b>
Site Fee	Toro Park site fee of eighty thousand dollars (\$80,000.00) for this Event shall		
	be paid as follows:		
Nonrefundable Deposit	Due not later than three (3) day		\$25,000.00
	County approval of this Agreer		
	This deposit will be applied to		
D.I. D. C. C'4	payment due to County for the		Φεε 000 00
Balance Due for Site	Site Fee Balance due not later t	than August	\$55,000.00
Fee Deal Deal State of	7, 2021.	21)	
	r Event days (August 21-22, 20		Φ Q 205 00¥
Supervising Ranger	\$115.25/hour   10 hours/day	2 days	\$ 2,305.00*
Ranger III	\$102.58/hour   10 hours/day	2 days	\$ 2,051.60*
Non-refundable Applica	ition Fee		\$ 300.00
Total Event Fees			<b>\$ 84,656.60</b> \$50,000.00
<ol> <li>Any monies which m Agreement.</li> <li>Any damage to Facil</li> </ol>	and/or participants and spectato	er this	
concessional identified in this assistance during structures, equipment supervision; calc b. Removal by Colpersonal property of terms of this Ac. Cost to COUNTY	IRE's use of the Facility not predagreement, including but not lime set-up and teardown of obstaclement, repair work, monitoring, and ulated on a time-and-materials but JNTY of such CONCESSIONAL as may be left on the premises in agreement.  Yof restoring premises occupied IRE in unsatisfactory condition in	nited to, s and ad asis. RE's n violation and left by	
	the restoration procedures describ		

d. COUNTY will return this security, or unused portions of this security, within one hundred twenty (120) days following the last day of the Event. Neither the provisions of this section, any bond or security accepted by COUNTY pursuant thereto, nor any damages recovered by COUNTY thereunder shall be constructed to excuse faithful performance by CONCESSIONAIRE or limit the liability of CONCESSIONAIRE under this Agreement or for damages, either to the full amount of the bond/security or otherwise.

TOTAL FEES DUE PRIOR TO EVENT (including refundable deposit)

\$134,656.60

7/14/2021

Contractor initial

### 3.2 Additional Services

CONCESSIONAIRE shall reimburse COUNTY for any additional CONCESSIONAIRE requested services during use of the Facility not previously identified in this Agreement on a time-and-materials basis. These services may include, but are not limited to, staff assistance, equipment, vehicles, repair work, monitoring, and supervision.

CONCESSIONAIRE will be charged for CONCESSIONAIRE requested services provided by COUNTY during the Event at the following rates:

Position	Applied Rate*
Admin Ops Manager	\$149.43
Parks Supervisor	\$ 83.71
B&G II	\$ 76.89
Park Ranger III	\$102.58
Park Ranger II	\$ 93.44

<sup>\*</sup> subject to up to a 3% COLA increase should pending labor contract be approved.

CONCESSIONAIRE shall make payment to COUNTY within thirty (30) days from date of invoice.

### 3.3 Special Event Application

A Special Use Event Application and Questionnaire, attached as **Exhibit A** and made part of this Agreement, has been completed and submitted by CONCESSIONAIRE to COUNTY at least two (2) weeks prior to the execution of this Agreement. This aforementioned application includes the reasons why the proposed Event is considered compatible with the use of COUNTY Parks System, list of fees and charges proposed, methods for collecting special use fees, maximum attendance at the Event, methods of limiting attendance, estimated gross receipts, items to be sold at the Event, individual(s) responsible for the Event, parking arrangements, fire and police protection, etc.

<sup>\*</sup>Should Ranger or County staff Services be required longer than hours included in this Agreement, CONCESSIONAIRE will be invoiced for additional time on a time-and-materials basis. Staff services/ranger fees are subject to up to a 3% COLA increase should pending labor contract be approved.

Execution of this Agreement constitutes an approval of the Special Use Event Application and all statements therein made become a part of the terms and conditions of this Agreement.

### 4.0 GENERAL OBLIGATIONS

### A. CONCESSIONAIRE

- 4.1 CONCESSIONAIRE shall coordinate all setup activities with COUNTY Parks Administrative Operations Manager.
- 4.2 Should the need arise for CONCESSIONAIRE to deliver/drop off materials and supplies prior to set-up date, CONCESSIONAIRE may do so at an area designated by COUNTY Parks Administrative Operations Manager no sooner than August 9-11, 2021.
- 4.3 CONCESSIONAIRE shall arrange for all participants and spectators to park at Laguna Seca Raceway. CONCESSIONAIRE staff shall park in Facility parking lots adjacent to festival area.
- 4.4 CONCESSIONAIRE shall provide staff to monitor parking on adjacent roads outside the Facility to ensure no driveways or private property is blocked during the entirety of the Event. Vehicles parked in violation of the California Vehicle Code will be subject to ticketing and towing.
- 4.5 CONCESSIONAIRE shall provide written notice of the Event to neighboring residents of the Facility who may be impacted by the Event at least two (2) weeks prior to Event and again one (1) week prior to the Event.
- 4.6 CONCESSIONAIRE shall be required to obtain all permits and licenses required under this Agreement. These may include but are not limited to: the Monterey County Regional Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County Health Department, Monterey County Sheriff's Office, and California Department of Transportation (CalTrans).
- 4.7 CONCESSIONAIRE, its agents, employees, volunteers, and patrons shall be responsible to act in accordance with and to obey all federal, state, and local laws related to and/or required to engage in the Event, its conduct, and its performance under this Agreement.
- 4.8 CONCESSIONAIRE shall be responsible for providing notice to all attendees that they must obey all federal, state, and local laws and vehicle codes when parking outside the Facility.
- 4.9 CONCESSIONAIRE shall use reasonable best efforts to keep the premises in a clean and sanitary condition while using the Facility.

- 4.10 CONCESSIONAIRE shall furnish copies of all permits or authorizations from outside agencies, as appropriate, to COUNTY at least two (2) weeks prior to the event.
- 4.11 CONCESSIONAIRE shall be solely responsible for the selection and/or employment of any and all volunteers and staff members.
- 4.12 CONCESSIONAIRE staff specifically are not COUNTY employees.
- 4.13 CONCESSIONAIRE shall complete all required plans and approvals for the Event at least thirty (30) days prior to the Event as outlined in **Exhibit B Plans** attached to and made part of this Agreement.
- 4.14 CONCESSIONAIRE shall complete all required site maps and approvals for each event at least sixty (60) days prior to the event as outlined in the contractor initials attached to and made part of this Agreement.

  Contractor initials Contractor
- 4.15 CONCESSIONAIRE shall comply with COVID-19 Health and Safety measures as required and recommended by California Department of Public Health and California Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA.
- 4.16 CONCESSIONAIRE shall not commit or permit any injury or damage to any part of Facility, or its appurtenances, nor placement of any waste thereon. All property utilized by CONCESSIONAIRE during the operations contemplated hereby shall be returned to COUNTY in the same condition or state of repair after each program use, reasonable wear and tear excepted.
- 4.17 Only existing trails may be used. New trails may not be constructed in any area.
- 4.18 CONCESSIONAIRE shall use reasonable best efforts to return COUNTY property to its original condition at its sole cost.
- 4.19 CONCESSIONAIRE shall lay down heavy-equipment pressure plates or plywood with a minimum thickness of three-quarter inches (3/4") when driving or tracking vehicles larger than a 3/4-ton pickup (gross tonnage weight) or heavy equipment across turf and field areas.
- 4.20 CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage to or other facilities arising out of CONCESSIONAIRE's operation hereunder. CONCESSIONAIRE shall complete all environmental repairs, as agreed to with COUNTY representatives, within seven (7) days following the event. If repairs are not completed to the satisfaction of COUNTY, COUNTY will have repairs performed and deduct the cost from the security deposit.

4.21 A representative for CONCESSIONAIRE and COUNTY shall conduct mandatory pre-Event and post-Event walk-throughs of the Facility as follows:

Pre-Event Walk-through	August 13, 2021	
Post-Event Walk-through	August 24, 2021	

- 4.20.1 Each Walk-through shall be documented with notes and photographs and agreed-upon by both Parties.
- 4.20.2 During the post-Event walk-through, the Parties will mutually agree on any restoration, including repairing turf/fields and any damaged irrigation components.
- 4.20.3 COUNTY shall provide a written Restoration Letter based on discussions during the walk-through, which will include notes and photographs from both pre-Event and post-Event walk-throughs.
- 4.20.4 CONCESSIONAIRE shall return areas used by CONCESSIONAIRE to pre-Event condition, and in compliance with the Restoration Letter to the satisfaction of COUNTY as established during pre-Event walkthroughs(s) with COUNTY and CONCESSIONAIRE's representatives.
- 4.22 CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage, arising out of CONCESSIONAIRE's operation hereunder, in order to return the Facility to its pre-Event condition as soon as possible within seven (7) days following the mandatory post-Event walk-through.
- 4.23 CONCESSIONAIRE shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the premises, including, but not limited to, a taxable possessory interest if one is created by this Agreement. The payments of any such taxes, assessments, or charges shall not constitute cause for modification of fees payable by CONCESSIONAIRE to COUNTY pursuant to this Agreement.
- 4.24 CONCESSIONAIRE shall be responsible for all setup and cleanup and shall engage to the fullest extent possible with recycling activities.
- 4.25 CONCESSIONAIRE shall provide trash dumpsters and recycle containers for the Event.
  - 4.24.1 CONCESSIONAIRE shall provide four (4) forty- (40-) yard dumpsters, fifty (50) trash bins, and fifteen (15) labeled recycling bins, which will be placed throughout the Event area during the Event.
  - 4.24.2 CONCESSIONAIRE shall be responsible for the collection and disposal

- of all trash, litter, and recyclable materials created by CONCESSIONAIRE, its participants, employees, volunteers, and spectators during the Event.
- 4.24.3 CONCESSIONAIRE shall remove trash and recycling created by the CONCESSIONAIRE, its participants, employees, volunteers, and spectators from the Facility on August 25, 2021.
- 4.25 CONCESSIONAIRE shall be responsible for contracting, paying for, and maintaining chemical toilets as required by the California Plumbing Code 2016 Table 422.1 for A-5 Occupancy (outdoor activities) as confirmed by the Public Works, Facilities, & Parks Director or designee. CONCESSIONAIRE shall provide the following units:

Description	Quantity	Comments	
Portable Water Closet (toilet) units	90	Must be usable by all genders	
ADA-Accessible Water Closet	10	Must be usable by all genders	
Handwashing Station	10	Must be usable by all genders	
Vendor: United Site Services			
Delivery Date: August 18, 2021			
Removal Date: August 24, 2021			
CONCESSIONAIRE shall have all portable units serviced on August 20, 21, & 22, 2021			

All costs, including but not limited to, maintaining, servicing, and restocking of toilet paper, hand towels, soap, etc. associated with the chemical toilets and sinks shall be borne by CONCESSIONAIRE. Brick and mortar restrooms will be closed during the Event.

- 4.25.1 It is the responsibility of the CONCESSIONAIRE to provide grey water disposal facilities in food concession areas.
- 4.25.2 It is the responsibility of the CONCESSIONAIRE to provide portable hand washing facilities in food concession areas.
- 4.25.3 Any showers provided by CONCESSIONAIRE shall be self-contained. No water shall be disposed of on County property.
- 4.26 CONCESSIONAIRE shall be responsible for providing additional police protection or security, at CONCESSIONAIRE's expense, during the dates of the Event. CONCESSIONAIRE will be using the services of West of the Contractor initials of
- 4.27 CONCESSIONAIRE shall be responsible for all security needs.
  - 4.27.1 CONCESSIONAIRE staff security will be on-site for overnight security during Event setup and Event teardown.

- 4.27.2 CONCESSIONAIRE shall contract with one of the COUNTY's recommended agencies or the Monterey County Sheriff's Office for all security presence while alcohol is being served or sold during the Event.
- 4.28 CONCESSIONAIRE shall be responsible for providing parking and traffic plans and personnel as required for all parking and traffic control.
- 4.29 CONCESSIONAIRE shall not allow entry or access to said Facility to anyone who is not a vendor, news media, staff, volunteer, participant, or a spectator associated with the Event.
- 4.30 CONCESSIONAIRE shall have the right to sample merchandise during the Event, including FitAid, and shall ensure all vendors comply with Monterey County Health Department requirements and obtain all required permits.
- 4.31 CONCESSIONAIRE shall have the following activities:

Climbing/Rock Wall	Pop Up Tents as described below
Amplified Music or Sound	Selling/Serving Alcohol
Additional Lighting – Three (3)	Food will be offered to public
6000w light towers	
Electricity – Approximately twelve	Prepare, serve, and sell food and non-
(12) generators ranging from 1000 w	alcoholic beverages.
to 6000 w	CONCESSIONAIRE shall have the
	following three (3) food vendors:
	Sid's Smoke House
	Kids Fit Foundation
	Jamba Juice
Stage – Thirty (30) inches high	Vendor Booths –
If the stage will be higher than thirty	CONCESSIONAIRE may charge a
(30) inches above the ground, an	fee for vendor booths – list of
additional permit is required.	vendors to be submitted closer to
	date.
CONCESSIONAIRE may charge	CONCESSIONAIRE will charge a
admission to spectators	participant fee

<sup>\*</sup>If the stage will be higher than thirty (30) inches above the ground; an additional permit is required.

- 4.32 CONCESSIONAIRE shall be allowed to sell merchandise on-site and must comply with the following:
  - 4.32.1 CONCESSIONAIRE is responsible for ensuring that all event vendors comply with the Monterey County Code and all Parks rules and regulations.

- 4.32.2 CONCESSIONAIRE and their employees, volunteers, and all vendors engaged in the operation of concessions where goods to eat or drink are sold shall wear suitable clothing, and said garments are to always be kept clean, neat, and easily identifiable.
- 4.32.3 CONCESSIONAIRE and all vendors selling, dispensing, or distributing food, beverages, and other articles intended for human consumption shall, at all times, maintain pure, clean, adequate, and wholesome stocks which must be kept from all contamination and handled, stored, and served according to the standards established by the State Department of Public Health and Monterey County Health Department.
- 4.32.4 CONCESSIONAIRE and all vendors shall conduct their business in a quiet and orderly manner; shall deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by CONCESSIONAIRE within said concession plot for such purpose; and shall keep the area within and surrounding said concession plot free from all rubbish and debris. CONCESSIONAIRE and all vendors shall recycle to the greatest extent possible.
- 4.32.5 CONCESSIONAIRE and all vendors shall post, in a conspicuous manner at the front entrance to its concession, a sign showing the prices to be charged for all articles offered for sale to the public under this Agreement.
- **4.33** CONCESSIONAIRE shall provide and use the following equipment for setup, Event days, and teardown of their racecourse and obstacles:

Four (4) 4WD 3/4-ton Pickup Trucks Two (2) 4WD SUVs	Ten (10) - UTV's
Two (2) Skid Steers	One (1) Telehandler
Stake Body Truck	Deck-over Trailer
One (1) Excavator (limited use to dig obstacles only-typically operated by venue)	One (1) Flatbed Truck

Adherence to Section 4.18 regarding protective measures for turf and field during setup and teardown will be strictly enforced.

- 4.34 CONCESSIONAIRE shall not engage in or have fundraising activities during the Event.
- **4.35** CONCESSIONAIRE shall be responsible for submitting electronic copy of Event signage a **minimum of (7) seven days before** Event for COUNTY approval.

- 4.36 CONCESSIONAIRE shall have amplified music or sound <u>only during the 7:00</u> a.m. 9:00 p.m. time period.
  - 4.36.1 CONCESSIONAIRE shall use twenty-four (24) public announcement (PA) speakers, a mixing board, and microphone.
  - 4.36.2 CONCESSIONAIRE shall position all speakers in the opposite direction of the neighboring residential homes to keep the amplified music or sound from disturbing neighboring residents. All amplified music or sound must meet the COUNTY Park sound level limits of County Ordinance No. 2753. Noise levels shall not exceed 50 dBa at fifty (50) feet utilizing an "A" weighted network including group area PA systems, live music bands, as well as individual automobile stereo systems.
- 4.37 CONCESSIONAIRE shall abide by COUNTY quiet hours extending from 9:00 p.m. 7:00 a.m. Any and all use of amplified sound must be directed away from local residential areas. CONCESSIONAIRE must fully comply with Monterey County Code Chapter 10.60 Noise Control.
- **4.38** CONCESSIONAIRE shall be responsible for all equipment used at the Event and shall be allowed to set up no more than the number of tents identified below.

10'x10' – Fifteen (15)	20'x40' – One (1)
10'x20' - Twenty (20)	40'x60' – One (1) or
20'x20' – Twelve (12)	40'x80' – One (1) (TBD)
	Tent to be rented from LP Tent Inc.

- 4.38.1 In the event of rain, CONCESSIONAIRE shall be allowed to erect additional 10'x10' tents or temporary membrane structures to cover the area being used for the Event.
- 4.38.2 If the tents or temporary membrane structures exceed four hundred (400) square feet and canopies exceed four hundred (400) square feet, CONCESSIONAIRE shall obtain any required permits from Monterey County, Housing and Community Services Development and from Monterey County Regional Fire Department prior to Event. CONCESSIONAIRE is solely responsible for obtaining and paying for all permits.
- **4.39** CONCESSIONAIRE shall be present at the Facility for any delivery or pickup of equipment.
- **4.40** CONCESSIONAIRE shall maintain supervision of all equipment during the setup of the Event and during the Event.

- 4.41 CONCESSIONAIRE shall provide a Course Marshal and post signage at each crossing during Event. CONCESSIONAIRE shall be responsible for removing posted signage no later than 8:00 p.m. on the last day of the Event.
- **4.42** CONCESSIONAIRE shall return all on-site picnic tables, if moved for the Event, to their original locations after the Event.
- 4.43 It is mutually agreed that this Agreement and the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of COUNTY.
- **4.44** CONCESSIONAIRE shall have the right to film, photograph, and broadcast the Event at the Facility.
  - 4.44.1 CONCESSIONAIRE shall have the right to use such photographs in advertising and publication of the Event.
  - 4.44.2 CONCESSIONAIRE shall not use a drone to obtain film, photographs, or broadcast of the Event.
  - 4.44.3 CONCESSIONAIRE shall provide copies of video and photographs of the Event upon COUNTY request.
- **4.45** CONCESSIONAIRE shall provide COUNTY with the Event flyer to post on COUNTY Parks website no later than thirty (30) days prior to Event.
- **4.46** CONCESSIONAIRE and COUNTY acknowledge that CONCESSIONAIRE shall award monetary prize(s) to winners and runners-up during the Event.

### B. COUNTY

- **4.47** COUNTY shall post Event information on the COUNTY Parks website. CONCESSIONAIRE hereby grants a limited, non-transferable, non-sublicensable license to use Spartan Marks for promotion of the Event.
- 4.48 COUNTY will invoice CONCESSIONAIRE for any damages not repaired, removal of CONCESSIONAIRE property and any cleanup performed by COUNTY as a result of CONCESSIONAIRE leaving Facility in an unsatisfactory condition. Payment of invoice in full is due within thirty (30) days of date of invoice.

### 5.0 INDEMNIFICATION

5.1 CONCESSIONAIRE shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney fees) occurring or resulting to any and all persons,

firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONCESSIONAIRE's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County (or its employees, agents or contractors). "CONCESSIONAIRE's performance" includes CONCESSIONAIRE's action or inaction and the action or inaction of CONCESSIONAIRES's officers, employees, volunteers, agents, and subcontractors.

5.2 CONCESSIONAIRE shall obtain a signed waiver of liability which includes language similar to the following paragraph from all Event participants, indemnifying and holding harmless the COUNTY, its officers, employees, agents, or contractors:

I, Attendee, realize and acknowledge that this is an event, generally described as
(the "Event"). I realize that this Event could be vigorous
and hazardous and possibly dangerous to life and limb. I realize and understand that
injuries to myself could occur. With full knowledge of the above facts and warnings, I
agree to participate in the Event and assume all risks in and related to that participation.
I do hereby for myself, my heirs, assigns, executors, and administrators, release and
forever discharge the County, and any and all of its respective employees, officers,
members, representatives, and successors and assigns from any and all claims and
causes of action by reason of any injury or injuries of whatever nature which have or
may be sustained, or which have or may occur to myself during the Event.

### 6.0 INSURANCE AND EVIDENCE OF COVERAGE

6.1 Evidence of Coverage: Prior to commencement of this Agreement,
CONCESSIONAIRE shall provide a "Certificate of Insurance" certifying that coverage
as required herein has been obtained. Individual endorsements executed by the
insurance carrier shall accompany the certificate. In addition, CONCESSIONAIRE,
upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to COUNTY, unless otherwise directed. CONCESSIONAIRE shall <u>not</u> proceed with performance under this Agreement, and COUNTY shall have no liability, until CONCESSIONAIRE has obtained all insurance required and such insurance documentation has been provided to and approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of CONCESSIONAIRE. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold Harmless clauses in this Agreement, which shall continue in full force and effect. Failure by CONCESSIONAIRE to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

6.2 <u>Qualifying Insurers:</u> All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. All coverages, except surety, shall

- be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY.
- 6.3 <u>Insurance Coverage Requirements:</u> Without limiting CONCESSIONAIRE's duty to indemnify, CONCESSIONAIRE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the minimum limits of liability as listed in this section.
  - 6.3.1 Commercial General Liability Insurance on a current standard occurrence policy form, with coverage for bodily injury (including death), property damage, personal and advertising injury, and contractual liability, in an amount not less than \$25,000,000 per occurrence and \$25,000,000 in the aggregate, of which insurance required in excess of \$1,000,000 may be covered by a so-called "umbrella" or "excess coverage" policy;
  - 6.3.2 **Business Automobile Liability Insurance** covering all owned and non-owned vehicles to be used by it (or which it allows the other party to use), affording protection for bodily injury (including death) and property damage in the form of combined single limit per accident for bodily injury and property damage in an amount not less than \$25,000,000 per accident, of which insurance required in excess of \$1,000,000 may be covered by so-called "umbrella" or "excess coverage" policy;
  - 6.3.3 **Workers' Compensation Insurance** covering all of its employees to the applicable statutory limit and Employers' Liability Insurance in an amount not less than \$1,000,000; and
  - 6.3.4 **Liquor Liability Insurance**, (held by Concessionaire's third-party beverage vendor where applicable), in an amount not less than \$2,000,000 per occurrence.
  - 6.3.5 Commercial general liability and automobile liability policies required by this Agreement shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONCESSIONAIRE's work, including ongoing and completed operations, and shall further provide an endorsement stating that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONCESSIONAIRE's insurance.
- Other Insurance Requirements: Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONCESSIONAIRE completes its performance of services under this Agreement.

Each liability policy shall provide that COUNTY shall be given notice, in writing, at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONCESSIONAIRE and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Prior to the execution of this Agreement by COUNTY, CONCESSIONAIRE shall file certificates of insurance with COUNTY, showing that CONCESSIONAIRE has in effect the insurance required by this Agreement. CONCESSIONAIRE shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

### 7.0 RELATIONSHIP

Neither party hereto is the agent of the other and neither party shall have the right to act for or on behalf of the other or bind the other in any manner whatsoever. Neither party shall be responsible for any debts, obligations, or expenses incurred by the other party, whether or not in connection with the event contemplated hereby in the absence of written approval thereof in advance. CONCESSIONAIRE shall clearly establish at all times during the Event that COUNTY is merely permitting the use of the subject premises in accordance with the terms hereof and that COUNTY is not a co-partner or otherwise liable or obligated for any cost, expenses, or CONCESSIONAIRE's conduct of same. COUNTY makes no representation or warranty with respect to the suitability of Facility for CONCESSIONAIRE activities conducted hereunder.

### 8.0 RULES AND REGULATIONS

- All Rules and Regulations set forth in **Exhibit C**, are hereby made a part of this Agreement, and CONCESSIONAIRE agrees that it has read this Agreement and said Rules and Regulations and understands that the shall apply, unless amended by mutual consent, in writing, by the Parties heretof. Special Provisions is attached as Exhibit E.

  Contractor initials

  Date
- 8.2 In the event CONCESSIONAIRE fails to comply in any respect with the terms of this Agreement and the Rules and Regulations incorporated herein, all payments for this Facility shall be deemed earned and nonrefundable by COUNTY, and COUNTY shall have the right to terminate this Agreement and reenter and use the Facility in any manner deemed in the best interests of COUNTY.

### 9.0 MISCELLANEOUS PROVISIONS

9.1 Notices to the Parties of this Agreement shall be to the Parties and their Agreement representatives indicated in the signature section below.

- 9.2 This Agreement is not binding upon COUNTY until it has been approved by the Board of Supervisors and duly accepted and signed by its authorized representative.
- 9.3 If the Event is cancelled, CONCESSIONAIRE is responsible for all refunds that may apply and will hold COUNTY harmless as to any claims by anyone who has a refund of such prepayment for admission, participation in the Event, or any other payment.
- 9.4 CONCESSIONAIRE agrees that any authorized representative of COUNTY shall have access to said premises at all times.
- 9.5 CONCESSIONAIRE must furnish tables and chairs for the Event. Only on-site picnic tables will be furnished by COUNTY. All picnic tables, if moved for the Event, must be returned to their original locations after the Event.
- 9.6 It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereto, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
- 9.7 No part of this Agreement or performance under it may be subcontracted or assigned to another entity or party without the express prior written approval of the other party; such consent may be withheld whether for reasonable or unreasonable cause at the sole discretion of that party.
- 9.8 In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 9.9 CONCESSIONAIRE acknowledges that it has been advised by COUNTY that the conditions which CONCESSIONAIRE is authorized to use the Facility in accordance with this Agreement has not been represented as being fit for CONCESSIONAIRE's intended use or for any particular use. CONCESSIONAIRE acknowledges that it has been advised to inspect the condition, facilities, and other areas CONCESSIONAIRE is permitted to use hereunder prior to the issuance of this Agreement, and/or prior to CONCESSIONAIRE's actual use from time to time. Based upon CONCESSIONAIRE's personal inspection or upon CONCESSIONAIRE's right to inspect, CONCESSIONAIRE further acknowledges that the conditions, facilities, and other areas are safe and adequate for CONCESSIONAIRE's intended use. CONCESSIONAIRE shall be responsible for all equipment and for adequate safeguards for the protection of CONCESSIONAIRE and others.
- 9.10 COUNTY and CONCESSIONAIRE shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Agreement by virtue of governmental regulations or order, or by strike or war (declared or undeclared) or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control. In the event a force majeure event

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, which shall be effective as of the last date opposite the respective signatures below.

SPARTAN RACE, INC.*	COUNTY OF MONTEREY
By: Jeffry Comor Signature of Chair, President, Or Vice President)	By:  Randell Ishii, MS, PE, PTOE, Director Department of Public Works, Facilities, & Parks
Its: Jeffrey Connor, Chief Operating Officer Print Name and Title  Address: 234 Congress Street Boston, MA 02110-2429  7/13/2021   8:17 AM PDT  Date:	Public Works, Facilities, & Parks Address: 1441 Schilling Place, 2nd Fl., So. Bldg. Salinas CA 93901  Date:
By:  CBA704085E184D7  (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)	Approved as to form Office of the County Counsel Leslie J. Girard, County Counsel
Its: David Piperno, Chief Financial Officer Print Name and Title 7/13/2021   10:07 AM PDT  Date:	By: C2 1D52 ABENDEDAGY  Kristi Markey Deputy County Counsel  7/13/2021   11:45 AM PDT  Date:  Approved as to Fiscal Provisions:  By: Gry Glowy Auditor/Controller
	Auditor/Controller  7/13/2021   10:33 AM PDT  Date:  Approved as to Indemnity and Insurance Provisions  Office of the County Counsel-Risk Management  Leslie J. Girard County Counsel-Risk Manager  By:  Signature  Leslie J. Girard County Counsel - Risk Manager  Print Name and Title
¥	7/13/2021   11:47 AM PDT

### Agreement No. 2021-001

### Spartan Race, Inc.

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

### Exhibit A Special Use Event Application and Questionnaire

Exhibit A-1 Facility Use Application (8 Pages)

Exhibit A-2 Special Event Questionnaire (6 Pages)

### **Exhibit B Plans**

Exhibit B-1 Site Plan (8 Pages)

Exhibit B-2 Medical Plan (6 Pages)

Exhibit B-3 Medical Plan Supplement (2 Pages)

Exhibit B-4 Traffic and Parking Plan (9 Pages)

Exhibit B-5 Incident Action Plan (25 Pages)

### Exhibit C Rules and Regulations Governing Special Events (3 Pages)

### Exhibit D Maps

Exhibit D-1 Maps – Message Board Placement (2 pages)

Exhibit D-2 Maps – Monterey Event (2 pages)

Exhibit D-3 Maps – Monterey Course (3 pages)

Exhibit D-4 Maps – Staff ADA Parking (2 pages)

Exhibit E Special Provisions (1 page)

Exhibit F Prohibited Areas (2 pages)

APPROVALS	Initials	Date	
Permit Center	DS		
Insurance Review	WG	7/13/2021   11	:47 AM PDT
County Parks			
Administration			

Spartan Race, Inc. Agreement No. 2021-001

### EXHIBIT A

### **A-1 FACILITY USE APPLICATION**

**AND** 

# **A-2 SPECIAL EVENT QUESTIONNAIRE**

Agreement No. <u>2021-001</u>

# EXHIBIT A-1 FACILITY USE APPLICATION



# County of Monterey Parks Facility Use Application

Application Date: May 1, 2020

Thank you for selecting a County of Monterey Park as the site for your special event. The information requested in this application will be used to determine your need for a standard reservation or special event agreement to conduct the proposed event. Please answer all questions. If a question is not applicable, please indicate by answering "No" or N/A". Your application will not be processed until all information is completed and received.

1.	EVENT SUMMARY								
a.	Park Name: Toro Park								
b.	Park Area(s): See attached 2019 Event plan as reference								
c.	Set Up Date(s): August 11, 2021 - August 22, 2021								
d.	Setup Time(s): 7 am 7 pm								
e.	Event Date(s): August 20 (4-6 pm, festival only). August 21, 2021 - August 22, 2021								
f.	Event Time(s): 5 am - 10 pm								
g.		just 23, 2021 - August 25, 2021							
h.	Cleanup Time(s): 7 ar								
i.		e. See event Description							
2.	APPLICANT ORGANIZ	ATION							
۷.									
a.	Applicant Spa	rtan Race, Inc.							
b.	Applicant Type	Private/Commercial							
	$\bigcirc$	Non-Profit (#)							
	$\bigcirc$	Government Agency							
c.	Address: 234	Congress St.							
	ton, MA 02110								
d.	d. Event Contact Name: Tyler Gobin								
e.	Phone Number:	406.697.0728							
	Email Address: tylerg@spartan.com								

3.	EVENT DESCRIPTION							
a.	Event Description (including programs, activities, entertainment, schedule, etc.):  See full event description attached							
b.	Special Requests or Accommodations:  See Full event description attached							
C.	Total Attendance (including staff, spectators, participants): Aug 21~ 7,600. Aug 22 ~ 3,400							
	Minimum Attendance: 3,000 Maximum Attendance: 9,000							
	Method of limiting attendance to the maximum number of persons permitted by the County of Monterey: Limited inventory available for sale							
d.	Is the event open to the public? (free or with purchase of ticket/pass) Yes No							
e.	Applicant will have not less than $\frac{50}{}$ employees and $\frac{500}{}$ volunteers in the Monterey							
	County Park facility during the entire duration of the event.							
f.	Is the primary purpose of this event to serve as a fundraiser?  Yes  No							
	If yes, list the beneficiaries: N/A							
4.	VENDORS AND EQUIPMENT							
a.	Event will have amplified Music or Sound? Yes No							
	If yes, describe: See full event description							
	List Company/ Service (DJ, Announcers, etc.): Spartan Sta f							
b.	Electricity required for event? Yes No							
	If yes, describe: Roughly 12 generators ranging from 1000W to 6000W							

C.	Will additional lighting be required? Yes No  If yes, describe: Roughly 3 6000W light towers								
d.	Will Special Activities be used during the event such as inflatables or rock climbing wall, etc.?  Yes  No								
	If yes, describe (Include any vendors providing equipment):  See full event description								
e.	Food and non-alcoholic beverage will be prepared or served at the event? $\underbrace{\bigcirc}_{\text{Yes}} \text{Yes}$								
f.	Will food be offered to the public? Yes No								
g.	Food and non-alcoholic beverage will be sold at the event? Yes No  If yes, please list all vendors: Final list of vendors TBD								
h.	Equipment will be used at the event (such as tents, stages, canopies)? $\bigcirc$ Yes $\bigcirc$ No If yes, describe: (indicate size and quantity of equipment) $10x10s = 15$ owned $10x20s = 20$ owned								
	20x20s = 12 owned								
	20x40 = 1 owned								
	40x60 or 40x80 (TBD on exact size) = 1 rented								
	If equipment is being provided by company please list company name: Owned = LP Tent inc.								
i. =	Alcohol will be sold and/or served at the event?    Yes    No								
	If yes, please list vendors selling and/or serving alcohol: Exact Vendors TBD								
5.	EVENT PLANS AND OPERATIONS								
a.	Purpose of the proposed event, the necessity therefore, and the reason why it is compatible with								
	the use of the Monterey County Park System.  See attached Event Description								
b.	List of applicants proposed fees/ charges:								
	Admission/ Entrance Ticket: \$\frac{\$20 \text{ spectator fee}}{20 \text{ spectator fee}}								

Facility Use Application

Exhibit A-1 Page 4 of 8

	Vendor Space: TBD								
	Participation: ~\$84								
	Other: Kids ~ \$25								
C.	\$1.2 mm								
d.	Estimate net profit: \$700,000								
e.	Submit information on all the organizations involved, whether sponsors, recipients, or promotional								
	firms and their objectives, purposes, and financing:								
	Full list of sponsors and vendors will be submitted closer to event dates								
f.	List in detail all vendors and items they are selling during the event (event and vendors must have								
	permits as required by Monterey County Health Department and Fire Department):								
	Merchandise tent selling spartan branded apparel. Full list of vendors to be submitte								
	closer to event dates								
g.	Parking and Traffic Plans and Personnel, as required for traffic control (provided by applicant and at								
J	applicant's expense):								
	See attached event description								
h.	Additional Sanitary facilities as required by the California Plumbing Code 2016 Table 422.1 for A-5								
	Occupancy (outdoor activities). (provided by applicant and at applicant's expense)								
	Vendor(s) providing Services: United Site Services								
	Please attach a Map of placement location(s) of additional facilities								
	Date of placement: August 18, 2021								
	Date of removal: August 24, 2021								
	Date(s) of service: August 20, 21, 22, 2020								

	Portable Toilet Units: Est. ~ 90
	ADA Accessible Portable Toilet Units: 10
	Handwashing Stations: N/A
	Drinking Fountains: N/A
	Other: N/A
i.	Method of garbage collection and disposal to be used:  Four 40 yd dumpsters placed throughout festival area. Spartan staff and hired staff
	responsible for trash collection for duration of the event. Dumpsters picked up June 8
j.	Proposed first-aid service to be supplied by applicant, including ambulance services, doctors, nurses, first responders, and medically trained personnel: Event Medics (Medical Supervisor and
	First Responders). Full IAP and ambulance service info to be submitted at a later date
k.	Additional police protection or security, including security for events with alcohol. (provided by applicant and at applicant's expense):  Spartan staff security for overnight security during setup and tear down. Locally contracted security company or sherrif for alcohol control. See attached description
	Contracted security company of sherrif for alcohol control. See attached description
l.	Proposed fire control measure and additional firefighting equipment to be furnished by applicant as required by the Director of the Resource Management Agency, his designee, or the local Fire Marshal: See attached event description
m.	Does the event require vehicle access other than on roads/parking lots? (e.g. moving vehicles through grassy or unpaved areas to set up equipment.)  Yes  No  If yes, describe: Spartan staff traversing around property in UTV and trucks during ev
6.	ADDITIONAL TERMS
a.	Applicant may be required to post security or a bond with the County, depending on circumstances of the special event and probabilities of damage.
b.	Applicant will be required to provide insurance covering their special event.

- c. The Director of the Resource Management Agency, or his designee, may terminate any special event activity when he deems it necessary for the protections of resources, or for violation of any rules and regulations of the Monterey County Parks System.
- d. Additional details will be addressed if an agreement between parties with additional detailed plans is required. Applicant does not have a binding agreement with County until the application has been duly accepted and any required Special Event Agreement has been signed by both County and Applicant.
- e. Contacts in regard to the permit generally may be made through the Monterey County Parks

  Department Special Events Manager or designee by calling (831)755-4895 or emailing

  Parks@co.monterey.ca.us

#### 7. INDEMNIFICATION

### STATEMENT OF INDEMNIFICATION AND HOLD HARMLESS

Applicant agrees to investigate, defend, indemnify and hold harmless the County of Monterey (County), its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the County may incur, sustain or be subjected to on account of Applicant's use of the above listed County premises, including loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the property, employees, subcontractors, agents and invitees of the Applicant) to the extent permitted by law.

### 8. SUBMITTAL INSTRUCTIONS

When you submit this application, it is considered a request for a facility permit only; submission does not mean that the event has been approved. In order for an event to be approved, all required permits must be obtained and fees paid.

This application will be distributed to County departments, and possibly other entities such as the local fire district, that may be involved in permitting and/or supporting the event described in this application. The application will be reviewed by these departments in order to determine required conditions, the scope and estimated cost of County support services, and the permits that will be required. Failure to submit a complete application could result in delay of processing the application.

Please sign and date the application by hand in blue or black ink. Submit the application and all required attachments to:

Monterey County Parks Attention: Kayla Johnson 1441 Schilling Place- South 2<sup>nd</sup> Floor Salinas, CA 93901

Any misrepresentation in this application or deviation from the final permit conditions may result in immediate revocation of the event permit and the canceling of the event.

I agree to the terms and conditions as set forth in this Facility Use Application and the Parks Facility Use Rules and Policies incorporated by reference herein.

REQUESTED BY: OccuSigned by:
Jeffry Connor
Signature Jeffrey Connor
Name Chief Operating Officer
Title May 1, 2021
Date 234 Congress Rd, 5th floor
Address Boston, MA 02110
City, State, Zip 406.697.0728
Phone Number tylerg@spartan.com
Email

FOR COU	JNTY USE ONLY - County is not	require	d to state a reason if it denie	es an application.
Required Permit:	Standard Reservation	0	_Special Event Agreement	Application Denied
Comments:			Date	

Agreement No. <u>2021-001</u>

# EXHIBIT A-2 SPECIAL EVENT QUESTIONNAIRE

# RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS 1441 Schilling Place, South 2<sup>nd</sup> Floor (831)755-4800 Salinas, California 93901-4527 www.co.monterey.ca.us/rma



# SPECIAL EVENT INFORMATION QUESTIONNAIRE

The Special Event Information Questionnaire is the first step in having your special event take place in Monterey County. By providing the following information the RMA Permit Coordinator can help you develop a safe and successful event by assisting you with the coordination of county departments and state agencies. You may email this form to Permit Coordinator Freda Escobar at Escobar@co.monterey.ca.us or mail it to Monterey County Resource Management Agency ATTN: Freda Escobar, 1441 Schilling Place, South 2<sup>nd</sup> Floor, Salinas, California 93901 or fax it to (831) 757-9516.

**NOTICE TO APPLICANT:** Filling out this questionnaire is not a permit or permit application and does not guarantee the issuance of a permit. This is an information gathering tool that will be used to guide you through the permitting process surrounding hosting a special event in Monterey County.

Contact Person: Tyler Gobin, Real Estate Manager									
Company or Organization: Spartan Race, Inc.									
Telephone: 406-697-0728 Email: tylerg@spartan.com									
Mailing Address: 234 Congress St, 5th Floor									
City: Boston	State: MA	Zip: 0221							

Name of Event: Monterey Spartan Super 10k and Sprint 5k Weekend	
Event Location: TORO PARK, 501 HWY 68, SALINAS, CA 93908 USA	
Assessor's Parcel Number: 161011009000, 161011071000, 415011006000, 415011002000, 415011003000, 415011008000,	

Date(s) of Event	From: August 21, 2021	To: August 22, 2021			
Setup Date: August 11-20	Time: 7:00 am - 7:00 pm	Day of Week: Mon - Sun			
Event Starts: August 21,	Time: 7:00 am - 9:00 pm	Day of Week: Saturday			
Event Ends: August 22, 2021	Time: 7:00 am - 9:00 pm	Day of Week: Sunday			
Teardown Date: August 23-	Time: 7:00 am - 7:00 pm	Day of Week: Mon - Wed			

# RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS 1441 Schilling Place, South 2<sup>nd</sup> Floor (831)755-4800 Salinas, California 93901-4527 www.co.monterey.ca.us/rma



# SPECIAL EVENT INFORMATION QUESTIONNAIRE

Total Attendance (including staff, spectators, participants): 11,000											
Minimum Attendance: 3,000					Maximum Attendance: 9,000						
Day 1 Day 2					Γ	)ay	3	Day 4			
August 21 ~ 7,600 August 22 ~ 3,400						NA		NA			
YES	NO		EV	ENT SC	CREENIN	G Q	UESTIONNA	IR	E		
				Plea	se answer	eve	ry question	- 12- 12-			
<u>LX</u>		Is	this an annual	event? If	so, how m	any	years? 5		_		
LX.		A	re admission, er	ntry or pa	articipant f	ees	required?				
LX.		Is	the Organization	on a com	mercial en	tity?	)				
	LX	Is	the Organization	on a tax e	exempt or i	ıonŗ	profit entity?				
YES	NO	D	Do you expect any of the following actions or activities to occur?								
	LX	R	oad Closures:	(	County		State		Both		
If yes, list names:	road										
x			ill Major traffic treets/highways		teries be affected by your event ersections)?						
If yes, please list road names:  Monterey-Salinas Hwy (Hwy 68)											
		W	ill you have off	-site parl	king?						
If yes, list where: Weather					Tech Raceway Laguna Seca						
Will you use traffic safety equipment?											
If yes, list	ist type: Digital Message Boards, cones, traffic signs								าร		
Will banners or other directional or informational signage be used before during and/or after your event?							be used before,				

# RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS 1441 Schilling Place, South 2<sup>nd</sup> Floor (831)755-4800 Salinas, California 93901-4527 www.co.monterey.ca.us/rma



# SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE									
		Please answer every question									
If yes, list signs and location(s		Digital message boards will be positioned strategically along Montery-Salinas Hwy in conjunction with cones and traffic signs.									
	X	Will your event require a street or sidewalk closure?									
Will alcohol be sold and/or served at your Sold Served							ır e	event?			
	Will food and non-alcoholic beverages be prepared, served, or sold at event?  Prepared  Served  Sold										
X		Will Food	be	offered to the	ne p	ublic?					
How man	y food ven	dors will be	e at	your event?		Exact ver	ndo	ors TBD			
How will	food be pr	epared?	N	Gas		Electric		Charcoal		Other	
X		Will water	· be	provided?	X	Bottled Water		Tap Water		Drinking Fountains	
LX		Will you h	ave	e musical en	terta	inment?					
If yes, pleadescribe:	ase	A centra	ΙP	A system w	/ill p	lay music	thr	oughout th	e fe	estival area.	
LX		Will your	eve	ent have amp	lifie	ed music or	SOI	and?			
If yes, pleadescribe:	ase	Several speakers will be placed throughout the festvial area									
	X	Will your event have dancing?  Inside Outside Both									
LX		Will your event have temporary structures?									
If yes, what and size?	nt type	Multiple tents will be constructed throughout the festival from 10x10, 10x20, 20x20, and 20x40 tents. A large 40x100 will be constructed by third party.									

02/21/19 KJ

### RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS 1441 Schilling Place, South 2<sup>nd</sup> Floor (831)755-4800 Salinas, California 93901-4527 www.co.monterey.ca.us/rma



# SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE		
TES	110	Please answer every question		
If yes, how many and size(s)?		TBD on exact number of tents and sizes		
X		Will there be cooking inside any tents during your event?		
X		Will there be any electrical, plumbing, or HVAC inside any tents during your event?		
L <sub>X</sub>		Will your event have any bleachers?		
If yes, ho and heigh				
X		Will your event have any stages?		
If yes, how many and height:		One stage where the central PA system will originate. Will only be 2 feet off the ground.		
X		Will your event have any other structures?		
If yes, describe:		Multiple free standing obstacles spread throughout the venue.		
X		Will any structure be elevated thirty (30) or more inches?		
	X	Will your event include any animal rides or petting zoo?		
	X	Will the event include body art services- including tattoo, body piercing, branding or permanent cosmetics?		
	X	Will your event involve any film production at any time during the pre- event, event, or post-event phases?		
X	Will all venues provide reasonable accommodations for the disable			
		Will your event have professional medical services provided?  If yes, list company: Event Medics		

02/21/19 KJ Exhibit A-2 Page 5 of 6 4 OF 5

### RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS 1441 Schilling Place, South 2<sup>nd</sup> Floor (831)755-4800 Salinas, California 93901-4527 www.co.monterey.ca.us/rma



# SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE				
		Please answer every question				
		Will insurance be provided for the event?				
LX		If yes, list company:	Locton Companies	the state of the s		
How will restrooms be provided?			Portable Toilets	Flush Toilets		
How will you notify surrounding residents and/or businesses of the event?			Digital message boards, cones, and other traffic signs placed along Monterey-Salinas Hwy.			

Please describe the flow of patrons and vehicles (i.e., entrances, exits, traffic flow patterns)

Traffic will be directed and flow to Laguna Seca for off-site parking. Shuttles will take attendees from parking to the event at Toro Park. Attendees will enter via registration.

When leaving attendees will leave via exit and take shuttles back to Laguna Seca.

Event Description: Provide a narrative description of the full scope of your event with as much detail as possible in the space below. Attach additional pages as necessary.

A multiple distance obstacle course race that will start and finish in the Spartan festival area. The festival area will contain food, vendors, merchandise, toilets, and this is where attendees will enter and exit the event.

Name of preparer:	Tyler Gobin
Data: 4/19/2021	

### **EXHIBIT B**

### **PLANS**

## EXHIBIT B-1 SITE PLAN

# Spartan Race Monterey Super & Sprint 2021 Plans

#### I. SITE PLAN

Please refer to the 2019 "Festival Map" and "Course Map" for a resource for the general location of obstacles and usage of the trail system. The 2021 maps will be submitted closer to the 2021 event

#### Basecamp

Spartan Race will occupy a portion of the grass just west of the main park office and the overflow parking lot #9.. Basecamp areas will eventually contain qty seven 53' trailers and a 20x40 ft tent. This basecamp will serve as the headquarters for all construction, deconstruction, preparation, and shipping/receiving for Spartan Race. All equipment, tools, vehicles, and machines will be stored here every night and there will be a guard on duty every night from 7pm to 7am to watch these items. Both diesel and gasoline will be stored in drums in basecamp to keep all equipment and vehicles fueled up. Fuel will be delivered when they run out. All obstacle materials will be pre-fabricated at basecamp and then transported to their location for final assembly. One of the trailers in basecamp will serve as command center during the entire set-up/event/tear-down cycle.

#### Course

The Monterey Spartan Super course is 10 kilometers long with approximately 25 obstacles and will take place exclusively on Saturday, August 21. The Monterey Spartan Sprint course is about 5 kilometers long with approximately 20 obstacles and taking place exclusively on Sunday, August 22. The Monterey Spartan Trail Race will have 10K (kilometers), 21K, and 50K distance options and includes no obstacles will also take place on Sunday August 22. The route itself is mostly on unpaved, hilly terrain and will utilize parts of the local trail systems including Ollason Trail, Bessie Canyon Trail, Gilson Gap Trail, the Youth Overnight Area, the Environmental Center, Toyon Ridge Trail, East Ridge Trail, Vista Mesa and the Wildcat Canyon Trail. The route follows only these established trails. The route is specifically designed to be steep, rocky, and exposed to the elements in order to make the route itself an obstacle. There will be no trail blazing.

Directions will be marked by a mixture of white chloroplast signs with red arrows, white 2-inch wide ribbon with red "SPARTAN RACE" lettering, and cones and grade stakes. Extra attention will be put to marking sharp turns, single track sections, and sections where the course passes next to itself with extra signage, tape and the occasional hard barrier. There will be 6 water stations on course equipped with tables, water, cups, garbage cans, garbage bags, 1 toilet each and volunteers to help pour, hand out water and keep area clean. The rest of the obstacles will be manned on race day by volunteers and staff to keep an eye out for medical emergencies and maintain the integrity of the race.

All obstacles contain either free standing, temporary structures or are dug into the ground. Of those dug into the ground, some are meant to pose a challenge themselves, others are meant to serve as a safety precaution for falls from a height of over 8 ft.

Obstacle materials, volunteers, water, and staff will be transported around course by 4-wheel -drive vehicles operated by Spartan Staff only during build week, race day, tear down, and load out. Spartan Race will also use heavy machinery to assist in digs or other large builds. We are expecting to have ten UTVs, two skid steers, one telehandler, one excavator, one flatbed truck, four 4WD ¾ ton pick-up trucks, and two 4WD SUVs. All machinery and vehicles will be operated by skilled and trained Spartan Race and Medical staff. Staff with be equipped with goggles, hard hats, safety vests, earplugs, DOT helmets, and gloves for their own personal protection. Only those with proper licenses and certification can operate each individual machine or vehicle. All staff will be held accountable for following all posted speed limits and going below 10 miles per hour on all unpaved mountain roads.

#### **Festival**

The Festival area will be located on the badger flats picnic meadow. All traffic into and out of festival will be funneled through the center of the badger flats area, flanked by parts of the course on both sides. Festival will contain a registration/check-in area, bag/coat check, merchandise booth, food, start line, finish line, complimentary refreshments, sponsor booths, a cold rinse/changing area, a kids race start and finish corral, a medical tent, and a stage.

The beer tent will be situated close to the trees for shade and close to the parking lot to allow easy access for the beer trailer. The beer-drinking zone will be closed in by barricade fencing with a single opening manned by a security guard who will check for 21+ wristbands or check IDs if no bracelets are found. There will be tables inside the beer garden for seating. The food tent will be stationed next to the picnic tables so that patrons can easily sit and eat their food. The food and beer tents will be stationed side-by-side because the same staff will operate both booths and so that those inside the beer garden can easily buy food without having to leave the fenced area.

### Event Registration / Ticket Sales / Cash Collection

Registration and check in booths will be set up at the entrance to the festival. Tables and information will be available for those who need to sign waivers and find out their bib numbers, but most racers arrange this in advance. Most of the registration is done in advance of the event online. Although Spartan Race does same day race sign-up, this accounts for less than 1 percent of sign ups. In addition to same-day race registration, spectators and kids racers all accept same-day sign ups. Other areas that generate cash on race day include merchandise and food and beverage. Spartan Race will provide secure cash collection and storage during the event.

#### Access

Once inside the festival, all sides will be enclosed by fence. Any openings will be watched by security guards who will be checking for wristbands and bag check tags for anyone entering festival. There will be a total of 4 access points. Spectators and racers who have either completed the race or are waiting their turn will be encouraged to leave festival and explore the course. All customers will receive a spectator map of the course and festival that will outline which areas are accessible for the best viewing and picture-taking.

#### Shuttles

A maximum of 20 buses will be in operation at peak hours to shuttle racers to and from the venue. The shuttle will run continuously from 5:00 am until 9:30 pm.

#### Medical

The main medical tent is situated on the north-east side of festival along the existing fence line that borders Ollason Rd. The purpose of this placement is to allow easy access for any rovers pulling patients off course and for easy access to ambulances that must stage on the road for quick exits in the case of critical transports. The particular placement near the southern most edge of the dry creek bed is due to a natural break in the fence line and because it is removed from festival to give patients some privacy while at the same time remaining visible should someone in festival suddenly need medical attention and need to find the medical tent easily. A medical incident action plan and supplemental information have been submitted with the special event medical plan.

#### II. COMMUNICATIONS PLAN

#### Coordination of Communications

Spartan Race is responsible for coordination of all communications with involved Public Safety agencies, County Communications and all normal site communications channels for Spartan Race. The Communications Director/ Race Director (TBD) may be contacted by calling for the duration of the access period 520-678-7812

During this event Sheriff Deputies will remain on Sheriff's primary frequency. The Spartan Race Communications Director will coordinate with County Communications Dispatchers via cellphone. Any requests for additional fire, ambulance or air ambulance response to an incident at the event will be coordinated with County Communications Fire Communication Dispatch via cellphone.

The Spartan Race Communications Center will be in full operation for the duration of the access period.

#### Staffing

There will be one main dispatcher (Monterey Spartan Race Director, see below for contact details) on duty for the entire duration of the event. The Communications Director / Race Director will be supported by the Build Director and Festival Manager who will communicate with each zone of race operations. The course will be divided into 5 zones, managed by members of Spartan Race staff. Each zone will contain up to 8 stations manned by volunteers, each of which responsible for the safety and integrity of racers passing through their station. Main Festival will be divided into a minimum of 7 zones for each department (registration, bag check, merchandise, future race registration, F&B, cold rinse, volunteers). All of the communications staff and zone leaders have been with Spartan Race at least 1 year. Each member takes his or her dispatch responsibilities very seriously. Staffing levels will be maintained at a level of at least 3 dispatchers and 150 radio operators during the race day.

#### **Facilities**

The communications center during the entire event will be located at the office in Spartan's Basecamp adjacent to the maintenance yard. Frequencies will be available for all dispatchers.

#### **Spartan Race Frequencies Utilized**

Channel "One" - Repeater

Medical – course monitor (if on repeater during race day)

Course (if on repeater during race day)

Shuttle Bus (if on repeater during race day)

Parking (if on repeater during race day)

Channel "Two" - Repeater

Medical – dispatch and mobile rovers (if on repeater during race day)

Channel "Three" - Repeater

Medical – dispatch and mobile rovers (if on repeater during race day)

Channel "Four" - Repeater

Emergency weather response

Channel "Five" - Simplex

All staff other than race day

Festival

Registration

Shuttle Bus

Accounting

Security

Channel "Six" - Simplex

Parking (if on simplex during race day)

Channel "Seven" - Simplex

Kids Race

Course (if on simplex during race day)

Medical - course monitor (if on simplex during race day)

#### Channel "Eight" - Simplex

Medical – dispatch and mobile rovers (if on simplex during race day)

#### Radio Protocol

Primary Communications: Repeater Channels (Channel "One" to Channel "Four")

Secondary Communications: Simplex Channels (Channel "Five" to Channel "Eight") - Line-of-Site only. Use these channels Repeater Channels are not working (power is out or repeater is down)

Backup Communications: Call / text Race Director's (RD) cell phone: TBD

If Primary mode of communication fails, move to secondary mode.

RD will move to repeater location to relay if secondary course communications are initiated.

Medical staff will monitor all repeater channels.

Security, parking attendants, and bus drivers will all operate on their own radio channels yet main dispatchers will carry one of Spartan Race's radios.

#### **Outside Agency Frequencies Utilized**

- 1. Monterey County Parks
- 2. AMR Ambulance Service
- 3. Salinas Rural Fire

#### **Emergency Coordination**

During this event, we will be in coordination with the following agencies:

- 1. Monterey County Parks
- 2. Monterey County Communications
- 3. Monterey County Sheriff
- 4. Salinas Rural Fire
- 5. AMR Ambulance Service via Medical coordinators Amphibious Medics
- 6. California Highway Patrol
- 7. Del Rey Oaks Police Department

#### Major Emergency/Disaster

Spartan Race Bad Weather Protocol

Rain: Course and obstacles stay open, adjust as needed based on additional hazard or risk to volunteers/racers

Wind: Course and obstacles stay open, adjust as needed based on additional hazard or risk to volunteers/racers

Lightning: Per the discretion of the RD and the resources made available to him/her:

"Code Irene" will be announced if a threat exists (visible lightening and/or thunder)

- Volunteers should shut down all obstacles
- Volunteers should advise all racers that the course is temporarily closed due to lightning
- Racers are told to hold at obstacles and/or seek safety
- If racers continue then they are told it's at their own risk and unfair to other racers
- Wait 15 minutes since last observance of lightening before resuming back to normal operations
- No racers released from start line during this time

- Music in festival is turned down and festival participants are advised to be safe
- Zone leaders should advise their obstacle captains what to do
- If needed, all busses are brought back to main event site to load racers

"Emergency Course Clearing" announced if a significant threat exists (hurricane and/or tornado)

- All racers are directed in the fastest way possible off the course and, ideally, through the finish
- Volunteers are held on the course as the last people to come down
- Staff should help direct racers in the correct direction keeping in mind sometimes best way down is on MARKED course
- All buses are brought back to main event site to load racers

In the event of a major emergency/disaster, the Monterey County Park Emergency Response Plan will be activated and if necessary, the Incident Command System plan will be activated by the County Incident Commander and will stay in effect until the IC determines the incident to be over. During this emergency, the Spartan Race personnel may go into a support mode while the actual emergency communications traffic is being handled by the agencies involved.

#### **Emergency Contact Numbers**

Communications Center TBD Emergency Calls TBD

Sheriffs Command Post 831-755-3822 or 831-444-2535

County Communications Sheriff Dispatcher
County Communications Fire Comm
County Communications Supervisor

831-769-8895 or 911
831-769-8899 or 911
831-796-1987

#### **Agency Points of Contact**

All outside agencies, Monterey County Sheriff, Salinas Rural Fire, AMR Ambulance Service, Monterey County Parks, Bureau of Land Management, and Del Rey Oaks Police will check in with the Race Director on the morning of the event by 06:30 AM if they are involved in this event. They will provide points of contact and phone numbers for their agency representative. This will be posted in the Communications Center should the need arise to contact them.

#### **Key Points of Contact**

Missy Morris - Race Director Phone: 520-678-7812

Phil Masterfield - Construction Manager Phone: 909-763-0910

Shawn Petrilli - Race Project Manager Phone: 774-265-5548

#### III. MEDICAL PLAN

See "060119CA Monterey County Med Plan", "Medical Plan Supplement". 2020 plan subject to change pending collaboration with local authorities

## IV. PARKING AND TRAFFIC CONTROL PLAN

See "060119CA Traffic & Parking Plan 2019", "060119CA Message Board Placement", and "060119CA Staff/ADA Parking". \*2020 plan subject to change pending collaboration with local authorities

## V. SANITATION AND RECYCLING PLAN

Spartan Race will provide toilets, trash cans, dumpsters, and staff to keep the parking lots, festival, bus depot and course clean and well stocked. The festival area will be supplied with 90 regular porto potties (1 for every 110 racers expected in the festival area at peak hours), 11 ADA porto potties, 2 trash dumpsters, 1 single stream recycling dumpster for glass, metal, plastic, paper, or cardboard, 50 trash bins and 15 labeled recycling bins. Trash bins and recycling bins will be

scattered throughout festival in key trash generation areas TBD. Trash / recycling bins and dumpsters will also be placed at the parking lot, in basecamp, and on course at each of the water stations (to collect used cups). Porto potties will be equipped with hand sanitizer dispensers. Spartan sanitation staff will regularly empty trash and recycling bins, place new bags in bins, pick trash and recycling off the ground, and refill hand sanitizer and toilet paper in porto potties. Spartan Race will negotiate with Waste Management – Monterey (<a href="http://www.wm.com">http://www.wm.com</a>), but has not yet signed a contract with them.

#### VI. SECURITY PLAN

Spartan Race will hire private security guards for armed asset protection, festival presence and to keep the peace. During the race days, there will be 6-8 guards on duty from 6am until 10pm at various posts. All attendees will be required to pass through registration. Once past check-in all attendees must have a colored wristband indicated they signed the waiver which releases both Spartan Race and the venue from any liability regarding that person. Those found without a wristband will be escorted out of the festival and will not be allowed back until they receive said wristband. For the duration of the access period, there will be a minimum of 1 overnight guard watching Spartan Race equipment and assets at basecamp and festival for a minimum of 12 hours (7pm to 7am).

Spartan Race will contract event management security through a professional company. There will be a total of 3 guards monitoring the entrance and exit points. With in the festival space there will be 2 guards observing and roaming. Additionally there will be 2 guards checking ID's and monitoring the beer tent. All guards will be aware of each others location and able to provide additional attention if needed.

#### VII. DISABLED ACCESS PLAN

Handicapped Parking will be available within Toro Park (at the Oak Grove lot) for those with a government-issued Disabled Person Parking Placard/Plate or Disabled Veteran License Plate. Access will also be granted to those who have received written permission from Spartan Race. The parking lot is a 300 ft walk to the entrance of the Main Festival at the Badger Flats picnic area. Once inside the festival, there will be 11 ADA toilets available at the major toilet corrals located in a central, flat, accessible location. All areas of festival and course will also be fully wheelchair accessible, except for those areas of course that steep single track. All customers will receive a spectator map of the course and festival that will outline which areas are accessible for the best viewing and picture-taking.

The main parking lot at Laguna Seca will also have 2 ADA toilets stationed near the line for the shuttle bus. The shuttle bus will be able to transport anyone with a disability as well as small children with strollers, but not those travelling by wheelchair or electric mobility aid. Those who cannot be transported by shuttle bus will be given a handicapped parking pass and directions to the designated lot at Toro Park.

#### VIII. ANIMAL CONTROL PLAN

Spartan Race allows pets into its events. At the discretion of Security, Spartan and police, guests may be asked to remove their pets from the event area if they are deemed a nuisance or danger to the public or someone else's pet. At the event anyone found with a pet will be held solely responsible for their pet's actions.

#### IX. REMEDIATION PLAN

Digs:TBD

#### **Restoration:**

8/23 - All pits get pumped out and water discharged into a Toro Park approved area.

- 8/23 Operator with tracked skid steer starts back filling all pits, trenches, holes and disturbed areas.
- 8/23 Spartan Race Director meet with Toro Park manager (Gabe?) to review all remediation plans
- 8/24 All digs get graded and seeded where required by Toro Park. All equipment gets picked up.

#### X. CAMPING PLAN

There will be no camping allowed onsite for this event.

#### XI. VENDOR PLAN

Spartan will have food and beverage services present in the festival for guests to enjoy. Sids Smokehouse will be providing food, beverage and beer service and will submit a TFF with our Event Organizer Application. They will serve out of a 20x20 tent that follows Health Department code and operate with a reefer truck, supplemental food truck and outdoor grills. In addition, Jamba Juice will also be on-site for both race days selling smoothies. They will submit their annual permit with the Event Organizer Application.

Lastly, Spartan will have upwards of 10-15 sponsors soliciting, selling and advertising their companies and products in the festival area. Each of these sponsors will operate out of its own 10x10 or 10x20 canopy tent.

# EXHIBIT B-2 MEDICAL PLAN

# COUNTY OF MONTEREY SPECIAL EVENT MEDICAL PLAN

#### **Event Identification and contacts**

Monterey Spartan S	Super & Sprint Weeken			The Wind of the Control of the Contr	_
		Name of Event			
Type of Event: Obs	stacle Course Race				
Description of Event: on Saturday. 50K, 21K ar		se over remote, hilly terrain w	vith 30 obstacles on Saturda	ay. 4 mile running course	with obstacles
		In badger flats in Toro Park M	lonterev.		-
					_
	Day 1	Day 2	Day 3	Day 4	
Event Date(s)	8/21/21	8/22/21			
Start Time End Time	6:00 AM	6:00 AM			
	9:30 PM	6:30 PM			
Number of Participants	5,500 Maximum	5,500 Maximum			
Number of Spectators	1,300 Maximum	1,300 Maximum			
Number of Staff	100 Staff	100 Staff		4,000,000	
Number of Vendor Staff	25 vendor staff	25 vendor staff			
Total Attendance	6,800 MAX	6,800 MAX			
E-mail: missym@spartat  Address: 234 Congress  Event Medical/First A	Street 4th Floor, Bosto		one Number; Shawn -		-
E-mail: lan@eventmedi	cs.com	Alternate P	none Number: _704-56	62-8850	
Address: 901 N.Broadwa	av. N. Massapegua, N`	Y 11758			_
•					
Event On-site Medica	l Contact: Ian Star	key Phon	e Number: <u>800-684-08</u>	556	·
Alternate method of c	ontact:lan@ev	ventmedics.com			6
Name of person comp Rev: 3/13		Shawn Petrilll xhibit B-2 Page 2 of 6	Title: Race Pr	oject Manager	1

# Special Event Medical Plan County of Monterey

# **Event history**

List the types and frequency of reported medical/first aid incidents reported at this event in prior years:
A variety of Injuries dependent on the weather, as well as participant numbers during the event day. Lacerations, abrasions, some cramping and sprains are predominate past injury types. Breaks, dislocations and heat related injuries have occured.
List other types of medical/first aid incidents that have occurred at other similar events (if known): Same as above
Anticipated injuries/illnesses that may occur for the participants: Heat related Injuiries and dehydration, as well as lacerations, abrasions, sprains, dislocations, cramping and fatique
Anticipated injuries/illnesses that may occur for the spectators/vendors: Heat related injuries and dehydration
Weather considerations  Describe likely, if any, impact the weather may have on the health of the participants and spectators:  High temperatures will impact and spectators in the form of dehydration, cramping and heat exhaustion
Staffing and medical equipment/supplies
Fixed location first aid/medical station location/staffing/supplies Participant Location #1: Medical triage tent in main festival area
Staffing: 22 first aid attendants
Equipment/supplies: Gauze, bandages, ace wraps, water and eye flushes, antiblotic cream, backboard, c-collar head blocks, splints ice packs, tape and wound sterillization supplies.
Location #2:
Spectator/Vendor Location #1: Staffing:
Equipment/supplies:
Location #2: Staffing: Equipment/supplies:

Day 1

# Special Event Medical Plan County of Monterey

Ambulance locations:

Participant

Participant	Day 1	Day 2	Day 3	Day 4
#1	Main medical tent	Main medical tent	,	
#2				
#3				
#4				
#5			2	
Spectator	Main medical tent	Main medical tent		7.4
#1				
#2				
#3				
Other medical Describe med Please see det		not described above such d supplement	as mobile first aid tea	ms:
EMS Aircraft				
Name of prov	ider: N/a	Contact per e-mail:	'son'	
Phone #:		e-mail		***************************************
Available for	participants only: Ye	s No		
Describe how shirts with a first a	medical/first aid pers	in the state where the event is he phired to work the Spartan Race onnel will be identified: parly labelled on the shirt ons system: Medical comman	event. All medical personnel will be	e identified by wearing yellow
usage only. All ro	vers will have a radio, as w	rell as the festival medics and the	e ambulance crews.	
Sanctioning b Describe requi	ody requirements rements of the sanction			
Medical respo	onse plan			· · · · · · · · · · · · · · · · · · ·
Plan to identify	the need for a medic	cal response and process to	o get medical care for	the patient:
Please see detaile	ed description in attached s	supplement	20	

they have planned access routes to all areas the event will involve.

Describe special considerations related to the event: Special materials will be purchased and prepared to treat

multiple heat related injuries. The dispatcher and the rover personnel will accompany the event coordinator on a course tour to ensure

## Special Event Medical Plan County of Monterey

= <b>y</b> == <b>y</b>	
EMS system impact	
Expected impact on 911 system: Please see detailed description in attached supplement	
Potential impact on 911 system: In case of an MCI, 911 will be called. Toro Park being situated between Monte is easily accessible by EMS from either city. A 911 response should not affect the availability in either urban system.	rey and Salinas
Event reporting	
<ul> <li>After event report submission. A report outlining the medical/first aid incidents at the event is submitted to the EMS Agency within 30 days after the close of the event.</li> <li>Number of participant medical aid events.</li> <li>Number of spectator/vendor medical aid events.</li> <li>Types of medical aid events.</li> <li>Number of patients transported by ambulance.</li> </ul>	to be
Agreements and Signatures	
<i>Physician involvement with EMS personnel</i> : All physicians involved with this event are to be fa with Monterey County EMS policy <u>Physician On Scene</u> .	miliar
Paramedic scope of practice: Paramedics providing care at this event are to adhere to Monterey EMS policies and protocols. Paramedics working at the event who are not working the event un Monterey County ALS service provider are limited to providing EMT scope of practice.	County der a
EMS Agency staff access during the event: EMS Agency staff may perform an on-site evaluation event related to the Medical Plan. EMS Agency staff shall be provided access to the event for the purpose. Should a pass be required for this purpose, then two (2) passes are to be provided to the Agency. Parking passes, if needed, are to be provided with the event access passes.	nis
Medical aid assurance: This plan provides for emergency medical care for both spectators and participants of the event. The plan differentiates the types and resource distribution between spe and participants. It is the sponsor's commitment that the event contractor/officials and medical aid providers will redistribute the emergency medical resources to assure that medical aid will no withheld from any spectator or participant as a result of this plan or any other agreement.	care/first
After event report: An after event report will be submitted to the EMS Agency as described about The signatures below of the Event Coordinator and Medical/First Aid Coordinator indicate agree with the requirements outlined above.	ve, ement
Signatures:	
Event Coordinator or representative  Date  Event Coordinator or representative	***
Event Coordinator or representative Medical/First Aid Coordinator  Jeffrey Connor	

Name of representative if different from the Event Coordinator

# Special Event Medical Plan County of Monterey

Approvals	
Date Plan received by EMS Agency: 7/12/2021	Plan returned for revisions: Yes No _x
Plan approved: Yes X No Dousignod by:  EMS Agency: Name: Kimber Yes Hernandey  Date Plan returned to Parks Dept: 7/12/2021	
Other approval:	
Agency Name	Approved:YesNo
Signature:	Date:
Agency Name	Approved:YesNo
Signature:	Date:

# EXHIBIT B-3 MEDICAL PLAN SUPPLEMENT

# COUNTY OF MONTEREY SPECIAL EVENT MEDICAL PLAN

Other medical/first aid Describe medical/first aid services not described above such as mobile first aid teams:

Event medics will provide four medical rovers spread throughout the course to transport minor injury patients and tired racers to the main medical tent. They will act as First Aid attendants and normally be the first medical contact for all minor injuries.

Monterey County Regional Fire should be providing two Paramedics, two EMT's, one ALS ATV's, and one ALS unit as primary responder, treatment provider and transport off course for major injuries and as assistants in treating and transporting minor injuries as needed as they did in previous years.

American Medical Response will provide two standby ALS units stationed at the main medical tent in the festival area to provide advanced medical treatment in the medical tent or transports to nearby hospitals as needed. All three parties will be coordinated by Ian Starkey of Event Medics except in MCI, natural disaster, or advanced injury situation in which the highest-authority, highest-level certified provider on site will assume command.

All parties will convene at Toro Park for a course run through and communications debrief on Friday, August 20th between 12:00 pm and 4:00 pm and will be on site providing medical coverage on Saturday, August 21st from 6:00 am until 10:00 pm and Sunday August 22nd from 6:00 am until 9:00 pm

Plan to identify the need for a medical response and process to get medical care for the patient:

Once an injury has been identified, rovers and/or festival medic will be dispatched to respond to location. The severity of the injury reported will determine which level of responder is sent by the coordinator. If the patient is A+Ox4 and refuses treatment and chooses to continue, the responders will treat on location and release. If first response treatment is not enough and the patient requires/accepts further treatment, the patient will be brought back to the main medical tent by UTV and further assessment and treatment will be made. If a higher level of care is needed then ALS will transport the patient to the hospital for further care.

### Expected impact on 911 system:

There is no expected impact on the 911 system. A minimum of 2 private ALS ambulances will be stationed on standby at the event and will be mobilized in the case of a rapid transport. Other ambulances from the same company will come to replace the transporting ambulance so that there is a constant coverage of 2 ambulances. 911 will not be called unless in an extreme MCI situation.

# EXHIBIT B-4 TRAFFIC AND PARKING PLAN

# Traffic and Parking Plan - Monterey Spartan Super 2021

On August 21 and 22, 2021, there will be approximately 7,000 people attending and working the Spartan Race on Saturday August 21 and 5,000 on August 22 at Toro Park in Monterey, CA. All attendees excluding staff, handicapped, and vendors will be directed via advance notice and digital road signs to park at Wolf Hill / Purple Parking at Laguna Seca Recreation Area. Spartan Race will arrange for the appropriate number of shuttle to run a continuous shuttle service between Laguna Seca and Toro Park - at peak hours, moving 1000 people per hour.



Spartan Race will hire the appropriate number of parking attendants, police officers, and security personnel to keep traffic moving, check credentials, utilize parking spaces efficiently, and respond to emergencies or accidents. Finally Spartan Race will supply all essential materials such as cones, light towers, toilets, tables, fencing, signage, digital road signs, trash bags and dumpsters to ensure safety, comfort, clear direction, and cleanliness for all hired staff, rented space, and customers. This plan will commence at 5am and will terminate at approximately 9:30 pm.

On Sunday, August 22, 2021, the plan will be identical to Saturday's plan in every way except for less attendees and it will finish at approximately 9:00 pm on Sunday.

# Parking Ingress and Egress Plan

To prevent traffic back-ups on Highway 68 and to provide a gradual incline that would be safe for cars, Spartan Race has agreed to use South Boundary Rd. as the path for ingress and egress of cars and to and from Wolf Hill at Laguna Seca. To access South Boundary Rd. from Highway 68, cars will be directed by digital road sign to turn North onto Canyon Del Ray Blvd. 1/4 mile before the intersection on both the east and west bound sides of Highway 68. From there, they will turn right onto General Jim Moore Blvd. and then turn right onto South Boundary Rd. All cars will do the same in reverse in order to get back to highway 68.



The shuttle buses will access Laguna Seca by turning on to A Road from Highway 68. All shuttle buses will exit this same way, taking A Road down and turning left to get back on to Highway 68 and bring passengers to the venue. There will be two California Highway Patrol Officers at this location to make sure buses have no trouble turning on to Highway 68 from A Road.



Sgt. Chris Borquin of Del Ray Oaks PD will arrange for one officer to open the gates on South Boundary Rd. at 4am. That officer will remain on duty through the main portion of the days' traffic (expected to be 5pm at the latest) to keep order, ensure back-ups do not affect major roads and respond to any emergencies. Spartan Race will work with Del Ray Oaks PD to make sure that all gates are locked once the last racer and bus has left Laguna Seca. Spartan Race will clear all equipment and materials within 2 days of the event.

# Toro Park Traffic and Parking Plan

To prevent traffic back-ups on Highway 68, parking lot under-supply, and dangerous traffic near or through the racecourse, Spartan Race, in conjunction with Monterey County Parks, will close Toro Park to public and only allow a small number of authorized vehicles through the gates of Toro Park. Those allowed passes will be handicapped customers with valid proof, staff, vendors, ambulances, emergency vehicles, park staff vehicles, and shuttles. All shuttles will be restricted to the first gravel lot on the east side of the toll gate. Inside the lot, shuttles will loop around to the southern side where they will drop off customers, then move 70 feet forward to pick up a new bus load of customers. 2 bus captains will manage the on- and off-loading of each bus to ensure that every seat is being filled quickly and efficiently. All handicap, staff, and vendor vehicles will be confined to the first paved lot on the north side of the road just after the toll gate.



Cars will be directed NOT to park at Toro Park by both messages prior to the event and digital road signs stages 1/2 mile from the entrance to Toro Park on both the east and west bound sides of Highway 68. This will hopefully prevent the masses from trying to park at Toro Park. Just in case, Sgt. Chris Pia of the local CHP will supply 2 officers from 6am to 3pm to monitor the gate and the road for illegally parked vehicles and those walking into Toro Park. They are authorized to help direct traffic if a long line forms of those trying to park their cars in or around Toro Park.



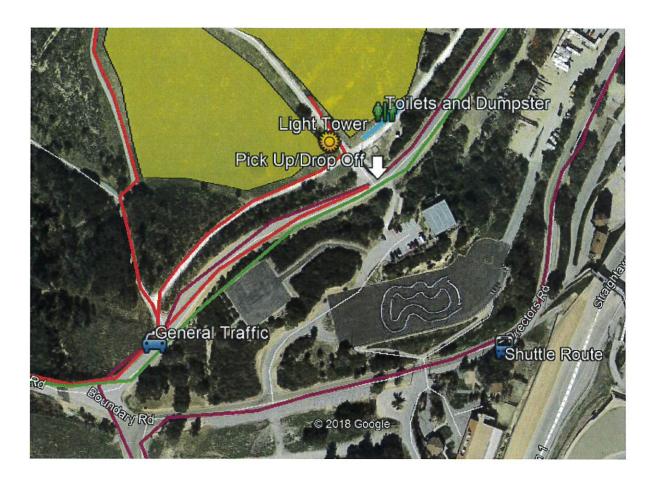
Spartan Race will stage 2 parking Staff from 5am to 2pm to check passes of all vehicles entering the park and direct them to the proper lots. Those without passes will be turned away. Within the park, traffic will be limited to UTV's operated Medical and Spartan Race Operations, large pick-up Trucks and SUVs operated by Spartan staff that are shuttling various volunteers to their positions on course, ambulances on stand-by or needing to transport someone off site, Park Staff vehicles, and vendors who need to resupply their booths during the day.

# Laguna Seca Parking Plan

At the top of South Boundary Rd., cars looking to park will be flagged left on to Barloy Canyon Rd. Cars will be directed up to the Northern-most entrance to Wolf Hill where they will turn left into the lot. There is no longer cash collection at our events.



Once in the parking lot, a total of 9 attendants will direct cars to the south of the lot, closest to the exit and fill back towards the North as spots become occupied. The exit will be the Southern-most path where cars will merge back on Barloy Canyon Rd. (managed by flaggers) and then turn right on South Boundary Rd. to leave the Park. Shuttles will be provided free and are the only way for racers, spectators, and volunteers to get to Toro Park as security guards will ensure that Toro Park will be closed to anyone not coming in on a bus or driving in without a pass. Shuttles will use A Rd. to Highway 68 to travel between Toro Park and Laguna Seca. At Laguna Seca, shuttles will keep right at the split when they reach Directors Rd. and head towards Purple Parking. At the entrance path for cars, they will cross the turning cars (this will be managed by a flagger who will direct cars one at a time so that they never collide with a shuttle). Shuttles will stop just before the parking exit path and will drop off customers, then move 70 feet forward to pick up a new bus load of customers. 2 bus captains will manage the on- and off-loading of each bus to ensure that every seat is being filled quickly and efficiently.





After picking up and dropping off, shuttles will drive back to Highway 68 and turn on to A Road to pick up passengers from Laguna Seca. A total of 4 light towers, 1 sign, 1 dumpster, 20 regular toilets, 2 ADA toilets, 220 cones, 50 trash bags, 2 tables, and chloroplast signage will be provided by Spartan Race. Since the Main Entrance to Laguna Seca will be closed to cars, there will be a flagger and signage on both sides of Hwy 68 at the Main entrance to A Rd. and B Rd. of Laguna Seca to direct cars travelling Westbound and Eastbound to access Laguna Seca via Route 218 in Del Ray Oaks and only allow buses to use A Road.

# EXHIBIT B-5 INCIDENT ACTION PLAN

As of 21.06.10.1800hrs



# INCIDENT ACTION PLAN FOR



This document is to provide a comprehensive safety operations plan for all Spartan Race events. It should be reviewed by Safety Director and updated as necessary to reflect additions and changes to the safety operations of the event.

# Spartan Race

# Salinas California August 21st 22nd

#### INCLUDED IN THIS DOCUMENT

- o Brief Event Description
- o Organizational Chart
  - Key Contacts
- o Incident Briefing, ICS Form 201
- o Incident Objectives, ICS Form 202
- o Assignment List, ICS Form 204
- Incident Radio Communication Plan, ICS Form 205
  - o Medical Plan, ICS Form 206
- Incident Action Plan Safety Analysis, ICS Form 215A
  - Event Medics Response Overview
    - Event Medical Reports
    - Course Map with Obstacles
      - o Covid-19 Mitigations
        - Weather
    - o Directions to Nearest Hospital

#### **BRIEF EVENT DESCRIPTION**

A. Spartan Race is a running/obstacle course endurance event that will take place during the following dates:

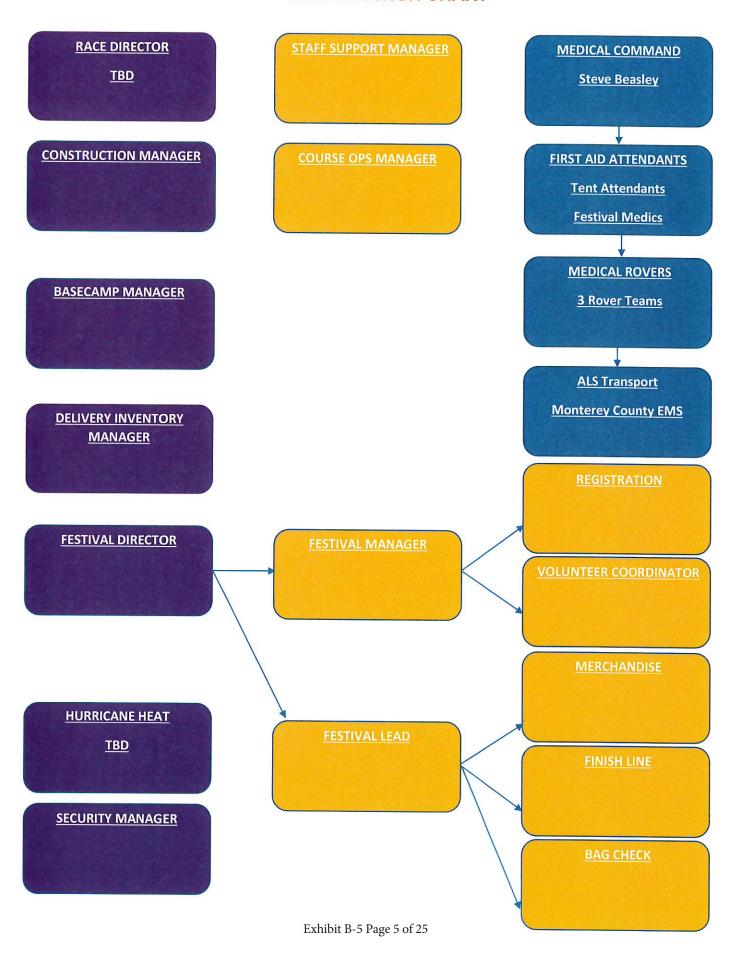
I.Super 10K, Trail 10k on Saturday (6/5/24), 08-21-2021

II.Sprint 5k on Sunday (<del>6/6/2021)</del> 08-22-2021

Contractor initials Date 7/14/2021

- B. The event uses a well-marked route, with a designated start and finish. There are approximately:
  - i. 25 obstacles for the Super
  - ii. 20 obstacles for the Sprint
- C. Individuals and teams will start on a staggered basis throughout the day (waves of 150, every 5 minutes, beginning at 0730AM on Saturday and 0730 on Sunday.
- D. This event is an endurance event and the risks and safety issues may include:
  - i. Medical issues associated with endurance events such as dehydration, illness, hypothermia, disorientation, or insufficient nutrition.
  - Overuse injuries such as blisters, muscle cramps, shin splints, stress fractures.
  - iii. Traumatic and/or orthopedic injuries resulting from a fall or collision.
  - iv. Medical conditions which may be triggered by physical stress or exertion in a high-altitude mountain environment and/or extreme variations in temperatures.

## **ORGANIZATION CHART**



# **KEY CONTACTS**

Name	Role	Phone Number	Email	
	Race Director			
	Construction Manager			
	Construction Manager Support			
Toof, Ian	Festival Director	802-363-1991	iant@spartan.com	
Roof, Chris	Festival Manager	253-312-6003	Chris.Roof@spartan.com	
	Festival Lead			
Hammond, Steve	Course Ops Manager	949-698-3924	steveha@spartan.com	
	Basecamp Manager			

	Delivery Inventory Manage	г	
	Staff Support Manager		
NOT NEEDED	Security Manager		
	Registration ZL		
	Finish Line Lead		
	Bag Check ZL		
	Merchandise ZL		
	Volunteer Lead		
#N/A	Krypteia		
Escobar, Luis	Race Director (Trail)	805-448-2782	luis.escobar@spartan.com

NAME	POSITION	PHONE	EMAIL
Steve Beasely	Medical PM		steve@eventmedics.com
lan Starkey	Medical PM	704-562-5580	ian@eventmedics.com

All Event Medic Services personnel will be under the supervision of Event Medics, reporting directly to Steve Beasley.

**INCIDENT BRIEFING (ICS 201)** 

1. INCIDENT NAME:	2. INCIDENT NUMBER:	3. DATE/TIME INITIATED:							
Spartan Super/ Sprint CA	SPARTAN CA 21.08.21	DATE: 06/15/21 TIME: 1800							
4. MAP/ SKETCH (include sketch, showing the total area of operations, the incident site/area, impacted and threatened areas, overflight results, trajectories, impacted shorelines, or other graphics depicting situational status and resource assignment):									
INCIDENT BRIEFING ICS201 hereby provided as pertains to Medical Operations.									
Map #1 displaying event course, festival area, parking area, Med Evac landing zone, Medical Facility and other pertinent areas are attached to this Incident Briefing.									
Meeting conducted by Event Staff and Medica	Friday August 20 <sup>th</sup> 2021, - Medical Facility to be erected, organized and all supplies accounted for. Course review/Operational Meeting conducted by Event Staff and Medical Command. On course review will be conducted by Medical Command and Roving Medical unit operators and will survey all obstacles, trails and event boundaries.								
Saturday August 21 <sup>st</sup> 2021 & Sunday August 22 <sup>nd</sup> 2021 - Medical Briefing of all medical (and water rescue staff if any) will commence at 0600hrs. ALS (if scheduled to be on site during event) to attend this briefing. All medical/water rescue staff to be at their assigned posts 15 minutes prior to event start time.									
Saturday August 21st 2021 & Sunday August	22 <sup>nd</sup> 2021 - Medical operational period b	pegins at 0700hrs.							
Saturday August 21 <sup>st</sup> 2021 & Sunday August 22 <sup>nd</sup> 2021 -Medical personnel will survey all obstacles and the designated trails leading to all obstacles when the event concludes to assure that there are no unidentified participants injured within this area. Medical operational period concludes at 2100hrs.									
- Saturday August 21st 2021 & Sunday Augus Medical personnel have completed course sur	it 22 <sup>nd</sup> 2021 ALS units (if on site) will be revey at conclusion of event.	eleased from their assignment after							
Saturday August 21st & Sunday August 22nd20 debriefed, medical incident reports safeguarde	021 -At conclusion of operational period and recorded	all medical personnel will be							
5. SITUATION SUMMARY AND HEALTH ANI incident Health and Safety Hazards and develop n of the hazard) to protect responders from those h	necessary measures (remove hazard, provid nazards.	de personal protective equipment, warn people							
Medical personnel on site to provide First Aic will be transferred to local ALS unit having ju	d to all persons within the event boundar urisdiction via 911 system (or on site stan	ies. Persons requiring more advanced care ding by)							
MCI or other patient load concerns to be relayed immediately to local 911 system.									
Active shooter, terrorism, suspicious activities etc. to be reported immediately to Event Command and local 911. If safe to do so, all medical personnel on site will report to Medical Command location and await orders. If not safe to do so, medical personnel will report to main entrance and await instructions. Medical personnel will not interfere with criminal activities.									
Any unsafe situation will be reported to Even Security or PD.	nt Command. Unaccompanied injured min	nors will be treated and released to Event							
8. PREPARED BY: NAME: lan Starkey F	POSITION/ TITLE: <u>Event Medic Services, Sp</u>	artan Project Manager SIGNATURE:							
ICS 201, PAGE 1	DATE/TIME:								

**INCIDENT BRIEFING (ICS 201)** 

1. INCIDENT NAME:	E: 2. INCIDENT NUMBER: 3. DATE/TIME INITIATED:						. INCIDENT NAME:		3. DATE/TIME INITIATED:	
Spartan Super/ S	Sprint CA	SPARTA	AN CA 21.08.21	DATE: 01/23/20 TIME: 1400						
7. CURRENT AND F	PLANNED OBJECTIVES	:								
Provide land-ba race event on Aug	ised EMS support to th just 21 <sup>st</sup> and 22 <sup>nd</sup> 2021	e existin	g EMS personnel staffed at the	Main Medical Tent during the						
2. Provide primary	EMS service to anyon	ie being t	transported to the triage area a	t Main Medical Tent.						
		1000	iring assistance on the racecou	irse.						
	PLANNED ACTIONS, STI	RATEGIE	S AND TACTICS:							
TIME:	ACTIONS:									
0600hrs	AF	ARRIVAL OF MEDICAL TEAM STAFF TO MAIN MEDICAL TENT								
0615hrs	COMMENCEMENT OF BRIEFING TO ALL MEDICAL AND WATER RESCUE PERSONNEL									
0700hrs	ARRIVAL OF EMS UNITS									
0715hrs	ALL MEDICAL ROVERS TO BE ON RACECOURSE									
0715hrs		ALL F	FESTIVAL MEDICS TO BE IN FES	STIVAL AREA						
0720hrs	RADIO	COMM	JNICATIONS CHECK FOR ALL S	TAFF AND CHANNELS						
0730hrs			EVENT BEGINS							
2100hrs			EVENT ENDS							
8. PREPARED BY:	NAME: <u>Ian Starkey</u> POSI	TION/ TITL	.E: <u>Event Medics Services, Spartan F</u>	roject Manager SIGNATURE:						
ICS 201, PAGE 2			DATE/TIME:							

	INCI	<b>DENT OJECTIVE</b>	(ICS 202	2)				
1. INCIDENT NAI		2. OPERATIONAL PERIOD		,	Date To: 08/22/2021			
Spartan Supe	r/Sprint CA		Time From: 0	700	Time To: 2100			
3. OBJECTIVE(S	5):							
1) CONDUCT Highway 6	AN OBSTACLE COURS 8, Salinas, CA 93908	E ENDRUANCE EVENT A OF APPROX 3-5 MILES (S	T Toro Park, PRINT) AND 9	501 Monter 9-10 MILES (	·ey-Salinas SUPER)			
2) CONDUCT	2) CONDUCT EVENT ACCORDING TO PRE-ESTABLISHED TIMELINES							
3) ADHERE T	O RECOGNIZED SAFET	TY GUIDELINES						
4) PROVIDE	FIRST AID ASSISTANCE	TO AL PERSONS WITHI	N THE EVENT	BOUNDARI	ES			
4. OPERATIONA	L PERIOD COMMAND EMI	PHASIS:						
0700 hours, Frid	lay August 20 <sup>th</sup> ,2021—	2100 hours, Sunday Augus	st 22 <sup>nd</sup> , 2021					
ALL STAFF, V MEDICAL CO	TIONAL AWARENESS 'OLUNTEERS AND EVE MMAND IMMEDIATELY. THIN THE EVENT BOUN	NT MANAGEMENT ARE T MEDICAL STAFF WILL P NDARIES.	O REPORT AI ROVIDE FIRS	LL INJURIES T AID ASSIS	TO THE EVENT			
	PLAN REQUIRED? YES ☐ TE SAFETY PLAN(S) LOC							
			.:- !: 4	- D. 71.6				
☑ ICS 202		cked below are included in th						
☑ ICS 202		ICS 206	☑	CONTACT				
		MAP/ CHART	<b>☑</b>	ORGANIZA	TIONAL CHART			
☑ ICS 205	<u>Lv</u>	WEATHER FORECAST/ TIDES/ CUI	RRENTS					
7. PREPARED BY	: NAME: <u>lan Starkey</u> POSITI	ION/ TITLE: <u>Event Medic Service</u>	s, Spartan Projec	t Manager SIGN	IATURE:			
	INCIDENT COMMANDER:		SIGNAT					
ICS 202	IAP PAGE 8	DATE/TIME.						

	AS	SIG	NMENI	LIST (ICS 20	)4)	
1. INCIDENT NAME: 2. OPERATIONAL PERIOD:			3.			
Control of the Contro			Date From: 08/20/2021 Date To: 08/22/2021		SSECT 1	
4. OPERATIONS PE	DECMME!	Time Fi	om: 0700	Time To: 2100	BRANCH:	
					DIVISION:	
RACE DIRECTOR					GROUP:	
MEDICAL COMMA	AND: <u>Steve Beasley</u>	_			STACING ADE	<b>.</b>
CONSTRUCTION	MANAGER: Dan W	elch			STAGING ARE	Α:
8. RESOU	RCES ASSIGNED:					Reporting Locations,
RESOURCE IDENTIFIE	R LEADER		# OF PERSONS	CONTACT (e.g., pho frequency	and the state of t	Special Equipment and Supplies, Remarks, Notes, Information
RACE DIRECTOR			1	/ REPEATER 1		FESTIVAL/ COURSE
COURSE MANAGER	R TBD		7	/ REPEATER 1		COURSE
MEDICAL COMMAN	D		16	/ REPEATER 2		FESTIVAL/ COURSE
FESTIVAL DIRECTO	R Ian Toof		7	/ OPEN 5		FESTIVAL
SPARTAN PA			1	/ REPEATER 1		BASE CAMP
SPARTAN BCM			1	/ REPEATER 1		BASE CAMP
6. WORK ASSIGNME		VDEOT	OD ( "			
- ALL event staff wi	ii iaii under RACE L	JIRECT	OR (medical	l, water rescue)		
7. SPECIAL INSTRU	CTIONS:					
NONE						
8. COMMUNICATION	IS:					
Spartan Radio Ch	annole					
• Festival-						
	EPEATER 1					
<ul><li>Medical- I</li><li>Open- OP</li></ul>	REPEATER 2					
	ack up-OPEN 6					
	•					
EMS Communicat		l Chan	201			
Spartan Radio with Identified Medical Channel						
8. PREPARED BY:	NAME: <u>lan Starkey</u> POS	ITION/ TI	TLE: Event Me	dic Services, Spartan Pr	oject Manager SIGI	NATURE:
ICS 204	IAP PAGE_9_		E/TIME:			

**INCIDENT RADIO COMMUNICATIONS PLAN (ICS 205)** 

1. INCIDENT NAME:		2. DATE/TIME P	REPARED:	3. OPERATIONAL PERIOD:							
Spartan Super/Sprint CA		Date 05-30-2021		Date From: 08-20-2021 Date To: 08-22-2021							
		Time: 1400		Time From: 0900	Time To: 2100						
4. BASIC RADIO CHANNEL USE:											
		CHANNEL									
CHANNEL #	FUNCTION	NAME	ASSIGNMENT	MODE	REMARKS						
REPEATER 1	COURSE	RPT 1	COURSE STAFF	DIGITAL	SPARTAN RADIO						
REPEATER 2	PRIMARY MEDICA	L RPT 2	MEDICAL STAFF	DIGITAL	SPARTAN RADIO						
REPEATER 3	OPEN	RPT 3	ALL	DIGITAL	SPARTAN RADIO						
REPEATER 4	OPEN	RPT 4	ALL	DIGITAL	SPARTAN RADIO						
OPEN 5	FESTIVAL	OPEN 5	FESTIVAL STAFF	ANALOG	SPARTAN RADIO						
OPEN 6	MEDICAL BACKU	P OPEN 6	MEDICAL STAFF	ANALOG	SPARTAN RADIO						
OPEN 7	OPEN	OPEN 7	ALL	ANALOG	SPARTAN RADIO						
OPEN 8	OPEN	OPEN 8	ALL	ANALOG	SPARTAN RADIO						
5. SPECIAL INSTRU	CTIONS:										
NONE											
6. PREPARED BY (COMMUNICATIONS LEADER): NAME:lan Starkey SIGNATURE:											
ICS 204	IAP PAGE _10_ DATE/TIME:										

**MEDICAL PLAN (ICS 206)** 

1 INCIDENT N	MEDICAL I LAN (ICO 200)											
1. INCIDENT NAME: Spartan Super/Sprint C		2. OPE	2. OPERATIONAL PERIOD: Date From: 08/20/2021 Date To: 08/22/2  Time From: 0700 Time To: 2100									
3. MEDICAL AID STATIONS:												
NAME			LOCATION		CONTACT NUMBER(S)/ FREQUENCY			PARAMEDICS ON SITE?				
BASE FIRST AID (MAIN MEDICAL)		FE	FESTIVAL AREA		REPEATER 2			☑ YES □ NO				
ROVER 1		ZONE 1			REPEATER 2		☑ YES □ NO					
ROVER 2		ZONE 2			REPEATER 2			☑ YES □ NO				
ROVER 3		ZONE 3			REPEATER 2			☑ YES □ NO				
ROVER 4			ZONE 4		REPEATER 2			☑ YES □ NO				
4. TRANSPORTATION (indicate air or ground):												
AMBULANE SERVICE		LOCATION		١	CONTACT NUMB FREQUENCY			LEVEL OF SERVICE				
Monterey County EMS		MAIN MEDICAL		AL					☑ ALS □ BLS			
5. HOSPITALS:												
HOSPITAL NAME	ADDRESS		CONTACT NUMBER		TRAVEL TIME		TRAUMA CENTER		BURN CENTER	HELIPAD		
					AIR	GROUND						
Salinas Valley Memorial Hospital	450 E		(831) 757- 4333				☑ YES		□ YES	☑ YES		
	Romie I		4333				□ NO		⊠NO	□ NO		
	Salinas, CA 93901											
							☑ YES	S	□ YES	□ YES		
							□NO		⊠ NO	⊠NO		
6 SDECIAL MEI	DICAL EMERCI	ENCY DDO	CEDUDEO									
6. SPECIAL MEDICAL EMERGENCY PROCEDURES: ALL REQUESTS FOR MEDICAL ASSISTANCE WILL BE PROVIDED TO MEDICAL COMMAND AND PATIENTS WILL BE TREATED AT THE ADVANCED FIRST AID LEVEL. PATIENTS WILL BE TRANSFERRED TO ALS HAVING JURISDICTION AND ON SITE IF ADVANCED PATIENT CARE IS REQUIRED.												
☐ Check box if aviation assets are utilized for rescue. If assets are used, coordinate with Air Operations.												
7. PREPARED BY (MEDICAL UNIT LEADER): NAME: lan Starkey SIGNATURE:												
8. APPROVED BY (SAFETY OFFICER): NAME: SIGNATURE:												
ICS 206	IAP PAGE _11_ DATE/TIME:											

**INCIDENT ACTION PLAN SAFETY ANALYSIS (ICS 215A)** 

1. INCIDENT NAME:	7.0	2. INCIDENT NUMBER:	1010 (100 2 13A)
Spartan Super/Sprint CA		SPARTAN CA21,08,21	
		3FARTAN CA21.08.21	
3. DATE/TIME PREPARED:		4. OPERATIONAL PERIOD: Date From: 08/20/2021	Date To: 08/22/2021
Date 05-30-2021 Time: 1400		Time From: 0700	Time To: 2100
4. INCIDENT AREA	6. HA	ZARDS/ RISKS	7. MITIGATIONS
FESTIVAL	Choking, trip & fall, post event illness/ injuries		1 medic to be stationed within proximate area of festival
OBSTACLES COURSE FIELD	Injuries and illness' consistent with high impact activities		Roving medical unit to patrol areas. Event staff to monitor area and report medical incidents to Medical Command
PARTICIPANT PARKING LOT	Injuries and illnesses consistent with post event activities. Motor Vehicle/ pedestrian accidents.		Event staff to monitor area and report medical incidents to Medical Command
WATER OBSTACLES	Injuries and illness' consistent with high impact activities and water related injuries		Roving medical unit to patrol areas. Event staff to monitor area and report medical incidents to Medical Command. Lifeguards to be positioned at each water obstacle
COMMON AREA WITHIN EVENT BOUNDARIES	Inji impa	uries and illness' consistent with high ct activities and or non-related injuries/ illness'	Event staff to monitor area and report medical incidents to Medical Command
8. PREPARED BY (SAFETY O	OFFICE	R): NAME: <u>lan Starkey</u> SIGNATURE:	
8. PREPARED BY (OPERATIO	ONS SE	CTION CHIEF): NAME: lan Starkey SIGNATURE	i:
ICS 215A		DATE/TIME:	

### **EVENT MEDICS RESPONSE OVERVIEW**

Medical and water rescue response (if required) will be administered by Event Medic Services.

### 1. Event Medics' Response Team Structure

- The Event Medics team will consist of the following members.
  - 1 project manager
  - 1 Data entry staff
  - 4 Course Rover Fist Aid Attendants
  - 15 first aid attendants + 2 contracted ALS units
- Project Manager will be responsible for team assignments, team leader oversight, data management and general leadership.
- Rovers will patrol their assigned zones continuously on UTV's or ATV's to identify any injuries and provide transport to Base First Aid as needed. They will also ensure proper record keeping and supply levels.
- o Base Medical Tent will have sufficient first aid attendants
- o Festival Area will have 2 first aid attendants on foot.
- On course vehicle response includes four (4) 4x4 UTVs with 2 Event Medic first aid attendants

### 2. Cold Weather Contingency Plan

Event Medics and Spartan recognize the potential danger of operating in cold weather temperatures. We have implemented proactive and reactive plans to mitigate this risk.

### Proactive:

- 6 (SUPER) and 3 (SPRINT) water stations have been placed on the course, offering a source of hydration.
- Roving UTVs will patrol the course, manned by EMTs. They will also be monitoring participants closely for signs of cold related illness and injury.
- An announcement will be made to the participants prior to start, explaining the signs and symptoms of cold related illness, giving the participants the ability to recognize hypothermia. Participants will also be asked to immediately change into dry clothes and seek warm shelter.
- We will use the following thresholds as a guideline to be used along with other local factors as to when to disrupt the event:
  - 1. More than 5 severe hypothermia transports to the hospital.
  - 2. More than 10 hypothermia incidents within one hour. Event Medics will contact Spartan to discuss re-route options.
  - 3. More than 20 hypothermia incidents within one hour, re-route option is activated.
  - 4. Cold weather warning or Freeze warning issued by Local County.
  - 5. Inadequate medical resources available to provide cold weather medical support.
  - 6. Recommendation by local authorities, office of emergency management, or other prominent governing body to discontinue event.
- The main medical tent will be heated, with the use of changing tents as a secondary warming tent.
- Ponchos will be used for initial hypothermia; Mylar blankets will be used for severe cases of hypothermia.

### 3. Heat Contingency Plan

Event Medics and Spartan Race recognize the potential danger of operating in temperatures exceeding 90f. We have implemented proactive and reactive plans to mitigate this risk.

### Proactive:

- 6 (SUPER) and 3 (SPRINT) water stations have been placed on the course, offering a source of hydration.
- Water obstacles/ pits will be active on course to help cool participants throughout the course of the day.
- Roving UTVs outfitted with water jugs will patrol the course, manned by EMTs.
   They will be offering hydration and aid to participants course wide. They will also be monitoring participants closely for signs of heat related illness.
- An email will be sent out to all participants prior to the event requesting that they
  wear t-shirts throughout the day. This will serve 2 functions, keeping direct
  sunlight off the participants' skin and retaining water to provide cooling between
  water features.
- An announcement will be made to the participants prior to start, explaining the signs and symptoms of heat related illness, giving the participants the ability to recognize heat exhaustion, stress, and stroke.
- We will use the following thresholds as a guideline to be used along with other local factors as to when to disrupt the event:
  - 1. More than 4 heat related transports to the hospital.
  - 2. More than 20 heat related incidents within one hour.
  - Heat Advisory issued by Local County.
  - 4. Heat Index over 100F
  - 5. Inadequate medical resources available to provide heat related medical support.
  - 6. Recommendation by local authorities, office of emergency management, or other prominent governing body to discontinue event.

### Reactive:

- The main medical tent will add an additional shaded area for treatment of heat related illness.
- Large coolers filled with ice water will be used to chill hundreds of small towels that will be used for cold therapy.
- The local ALS ambulance provider may supply higher than normal volumes of IV fluid.

### 4. Lightning Contingency Plan

- Spartan will monitor local forecasts for the approach of any severe lightning storms.
- When severe lightning is noted, a lightning warning will be issued by Spartan over the Festival/ Course radio channel.
- Once received by dispatch, the lightning warning will be issued through the Medical radio channel.
- Injured race participants or spectators will be transported to the predetermined structures in an orderly manner by Event Medic staff.
- Uninjured race participants or spectators will be asked to walk down hill, towards the pre-determined structures in an orderly manner by Spartan staff/volunteers.
- Participants or spectators in the festival area will be directed to seek shelter by Spartan employees or the security team.
- o If lightning activity is noted within a ten (10) mile radius of the resort.

### 5. On Site Contacts

- Event Medics Project Manager
- William "Bill" Lemke
- Event Medics Project Manager lan Starkey

# COVID19 Medical Team Precautions Large Scale Public Events

Effective immediately and until further notice we are requiring that at all large scale public events certain precautions be taken by our medical team when assessing and treating any patient. Regardless of the injury or illness our medical team will follow these guidelines.

- All event organizers will be advised to prepare a secondary medical facility
  for use by our medical team for the triage of any persons exhibiting signs or
  symptoms of the COVID19 Virus. Such location should be within the
  immediate proximity of the ALS standby onsite.
- Event organizers must be prepared to provide a minimum of (2) ambulance units on site during the event.
- Project Managers should recognize that any ambulance unit on site that treats a patient with or suspected of COVID19 will be off site and not returning until properly deconned or replaced which could take several hours.
- Prior to beginning this COVID19 assessment any obvious life-threatening conditions should be treated. If no life- threatening conditions are present......

### 1. First

a. Visually assess the person for the following known signs or symptoms: Notice skin pallor, diaphoresis, runny nose, obvious coughing or shortness of breath (not related to physical activities due to the event conditions), mild pink-eye or other abnormal condition. Medic is to form an objective opinion of the persons general well-being. If patient presents without any abnormalities proceed to the second step.

b. If a person presents with any one of the above abnormal conditions the medical team member should triage the patient to the secondary medical facility and notify the Project Manager who will advise ALS on-site. If any medical team members is doubtful of their visual assessment – the Project Manager should be notified immediately. The Project manager will make a decision to request the patient submit to a secondary assessment. (see below note) to confirm possible illness.

Note: A secondary assessment is performed to confirm or exclude certain known signs and symptoms that are common with COVID-19 or other illness's. When performing a secondary assessment an oral temperature is to be obtained as well and a complete PCR & Wellness Check should be obtained.

Any abnormal findings during a secondary assessment should result in having the patient referred to ALS onsite.

### Second

- a. Obtain the persons "no touch, digital" temporal temperature in a normal room temperature setting otherwise surface skin temperature will likely be inaccurate. This step may be invalid due to environmental and patient conditions. If 100.4 or below proceed to the third step.
- b. If the persons temperature is above 100.4 the person should be transferred to ALS onsite. A second "no touch" temperature reading should be obtained to confirm the reading. If there are any notable discrepancies a third temperature reading could be obtained utilizing an oral

thermometer. If the persons temperature is determined to be above 100.4 ALS should be requested to remove the patient from the site for further evaluation Because "no touch" temperature screening is adversely affected by environmental conditions such as temperature, humidity, rain, etc. and is an indication of body surface temperature and not body core temperature, temperature checks should be conducted in an environmentally stable area which is temperature controlled or unaffected by rain, cold, heat or other conditions.

Third

The specific following questions should without deviation be asked of each person. Refusal to answer any of the questions or obvious deceptive answers should result in denied access to the event and the event manager must be notified.

- 1. Have you or any member of your family had any of the following symptoms within the in the past 14days (Fever, Cough, Sore Throat, Shortness of Breath, Muscle Pain or Body Aches, Chills, New loss of taste or smell, Mild Pink Eye, Vomiting)?
- 2. Within the past 14 days have you had contact with anyone suspected of contracting or having the COVID-19 Virus?
- 3. Have you been in contact with anyone during the past 14 days that has traveled to the U.S from overseas?

If the answer to any one of these questions are "yes" the person should be triaged to the secondary medical facility and the Project Manager notified who will advise ALS onsite.

If the answer to these questions are all "NO" AND the patient has exhibited a temperature reading below 100.4 AND all visual assessment conditions are within normal ranges, our medical team should continue with their primary medical assessment and treat the patient as required.

\*\*In all cases of denying access to the event or transferring care to ALS onsite, the event organizers will be responsible for removing the person and assuring that they are not permitted on site until they have followed up with additional medical evaluations.

In order to be compliant with HIPAA guidelines our medical team will not provide any information to any person other than another health care provider. If questioned by the event organizers management personnel, our explanation should be limited to the following:

"We are recommending that this person be evaluated by ALS onsite due to......" (one of the following)

1. "This person has shown to exhibit a sign or symptom which leads me to recommend that they not be

permitted on site and I have referred them to ALS onsite for further evaluation".

2. "This person has had a digital and oral temperature reading which is above normal limits and I

referred them to ALS onsite for further evaluation"

or

3. This person has answered positive to one or more of the questions which are indicators of a potential

virus or exposure to a virus and I have referred them to ALS onsite for further Exhibit B-5 Page 19 of 25

evaluation.

No further information is to be provided to anyone other than the patient or another health care provider.

Any further questions are to be directed to our office.

All medical personnel are required to wear a face mask and gloves while in the proximity of any patient and a face mask when in proximity of any other person on site.

Any patient exhibiting signs or symptoms of COVID19 Virus must be provided with a face mask and be required to wear the mask (injury conditions permitting) until further evaluation by ALS on site.

All event organizers will be requested to provide a convenient location and appropriate cleaning supplies to be utilized by every UTV/ATV operator in deconning their unit and any equipment utilized after transporting any person suspected of COVID19 signs or symptoms.

All event organizers are advised to prepare and distribute a written safety plan which specifically details how they are providing a level of safety to all persons entering their event to help reduce the spread of COVID19.

Any such plan will be distributed to all Project Managers who are asked to take appropriate actions and work with the event organizers to help implementing their plans.

Distancing of at least 6' per patient will be maintained in the main medical facility if possible. No persons other than a patient or a minor's parent or legal guardian will be permitted in the medical facility. This rule applies at all times that the medical facility is open for any reason.

### **SPARTAN RACE REPORTING**

### EVENT MEDICS PARTICIPANT DATA REPORTS

It is extremely important to take detailed reports of injuries, so there is an accurate medical record of injuries that occurred during the event. Spartan will not require these reports, only generic summaries of these reports at the end of each event day. ALS reports will be sent to appropriate Spartan Staff no later than 5 days after the race event.

An accurate medical report should include relevant participant contact information, including bib number, detailed description of injury, and treatment given and/or prescribed. Be sure to include the medical responder's name in this report.

The reports needed after the end of each day are:

- 1. Breakdown of injury by category and the number of participants that sustained this injury (i.e. sprained ankle, 21, sore knee, 32, abrasion, 11 etc.)
- 2. Location of injury/trends, for instance if twisted ankles are occurring at a similar place all day or at a certain obstacle.
- 3. In the event of serious injury or transport, detailed report of injury and how it occurred.

### **EVENT MEDICS REPORTING POLICY**

- A. All contact with participants that requires treatment beyond handing out supplies will be recorded on forms specifically crafted for this event. They will record time, bib number, name, station number, location or obstacle, type and location of injury, treatment given, and disposition of participant.
- B. Any participants requiring ALS attention or transport will require the Transport Incident Report be filled out.

### **EVENT MEDICS INCIDENT REPORT**

Event Medic Incident					
Patient First Name	Last Name	Time	Date		
Address	City		State Zip		
Phone		atient LD. # (applicable)	Job Title (f applicable)		
Project/ Event Name	Specific Incident Location	Medic Name			
CARE IN PROGRESS ON ARRIVAL:   None   Bystander   Other First Responder  Witness Name:  MECHANISM OF INJURY:   Environmental   Other:  CHIEF COMPLAINT:  ASSESSMENT:					
PRESENTING PROBLEM  DAbrasion	ILaceration IMajor Trauma Intel INAusea IOB/GYN Intal IOD/vious Death Idy IMPERITATING Trauma Ideocation Impoisoning Accidental Itinal Distress IMalaise IMPRESIMAGE IMPOISON INTEL IMAGE IMA	DSprain/Strain DSting/Bite DStroke DSubstance Abuse Potential DSyncope DUnconscious Unrsp. DPain:	PAST MEDICAL HISTORY  None Disbetes Allergy To GOPD Hypertension Stroke Stroke Stroke Other Current Medications or Other History:		
DBack DChest DEye DFinge	Rate Rate	Distriction   Di	in DTeeth DUpper Arm		
Treatment    Care Transferred to Ambulance Time:					
Disposation: Dispo	rt to a hospital and I acknowledge that	such treatment/transportation	n was advised by the medical ishes. I have been advised and I		

### **SPARTAN COURSE MAP**

# WEATHER \*\*\* PLEASE NOTE WEATHER WILL BE UPDATED THE WEEKEND OF THE EVENT\*\*\*

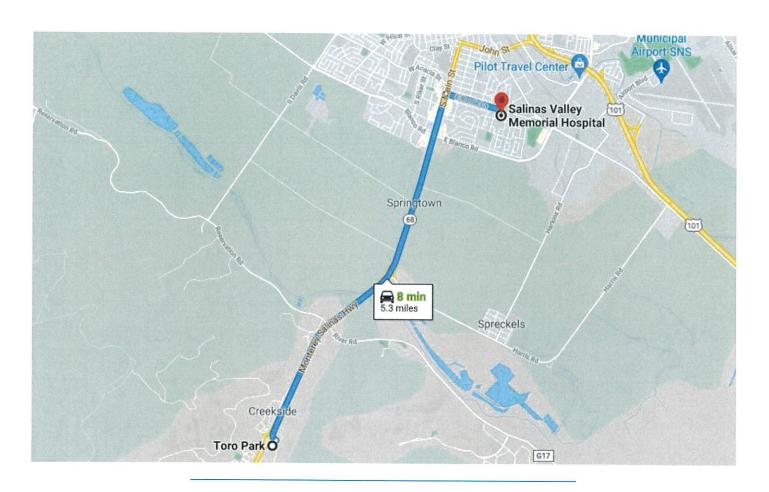
### Saturday

-\(\frac{1}{2}\)- 76°	<b>)</b> Hi	RealFeel® 77° RealFeel Shade™ 72°	8/21
Plenty of sunshine			
Max UV Index	9 Very High	Probability of Thunderstorms	0%
Wind	WSW 9 mph	Precipitation	0.00 in
Wind Gusts	14 mph	Cloud Cover	7%
Probability of Precipitation	2%		
NIGHT 4 56°	Lo	RealFeel® 56°	8/21
Mainly clear			
Vind	SW 6 mph	Probability of Thunderstorms	1%
ir to	10 mph	Precipitation	0.00 in
Win <mark>d Gust</mark> s			

# **Sunday**

DAY - 70	<b>o</b> Hi	RealFeel® 75° RealFeel Shade™ 67°	8/2
Some sun			
Max UV Index	9 Very High	Probability of Thunderstorms	0%
Wind	SW 7 mph	Precipitation	0.00 ir
Wind Gusts	9 mph	Cloud Cover	46%
Probability of Precipitation	24%		
NIGHT 58	O Lo	RealFeel® 59°	8/22
Mainly clear	Lo	RealFeel® 59°	8/22
<b>58</b>	Lo WSW 5 mph	RealFeel® 59°  Probability of Thunderstorms	8/22

### **NEAREST HOSPITAL-**



8 min (5.3 miles)







via CA-68 E

Fastest route, the usual traffic

### Toro Park

501 Monterey-Salinas Highway 68, Salinas, CA 93908

Head north on Ollason toward 117th Dr

410 ft

Turn left to merge onto CA-68 E

4.5 mi

Turn right onto E Romie Ln

0.7 mi

### Salinas Valley Memorial Hospital

450 E Romie Ln, Salinas, CA 93901

### **EXHIBIT C**

## MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS COUNTY PARKS RULES AND REGULATIONS GOVERNING SPECIAL EVENTS

- 1. These Rules and Regulations are in addition to those contained in the Monterey County Code, including but not limited to Monterey County Code Section 14.12.030.
- 2. No concession will be allowed to open until all preliminary requirements set forth in this document have been complied with.
- 3. CONCESSIONAIRES are responsible for ensuring that all event vendors comply with the Monterey County Code and all County Parks rules and regulations.
- 4. CONCESSIONAIRES and their employees, volunteers, and all vendors, engaged in the operation of concessions where goods to eat or drink are sold shall wear suitable clothing, and said garments are to always be kept clean and neat. All CONCESSIONAIRES and vendors selling, dispensing, or distributing food, beverages, and other articles intended for human consumption shall, at all times, maintain pure, clean, adequate, and wholesome stocks which must be kept from all contamination and handled, stored, and served according to the standards as established by the State Department of Public Health and Monterey County Health Department.
- 5. All CONCESSIONAIRES and vendors will conduct their business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the COUNTY, unless stated otherwise in Special Event Agreement, within said concession plot for such purpose; and will keep the area within and surrounding said concession free from all rubbish and debris. CONCESSIONAIRES and vendors shall recycle to the greatest extent possible.
- 6. All buildings, tents, or enclosures erected under the terms of a Special Event Agreement shall have the prior written approval of the COUNTY and the local fire-suppression authorities. Building permits may be required.
- 7. CONCESSIONAIRES are responsible for securing planning, building, and encroachment permits from the Monterey County Public Works, Facilities, & Parks (PWFP). It is recommended that CONCESSIONAIRES contact the appropriate agencies a minimum of 90-180 days in advance of an event to allow sufficient time for processing and to avoid penalty fees. Penalty fees may be assessed for anything less than 60 days in advance. Contact information can be obtained from the COUNTY website.
- 8. CONCESSIONAIRES will conduct the privileges granted in the Special Event Agreement according to all the rules and requirements of the State Department of Public Health and local health authorities, and without infringement upon the rights and privileges of others. CONCESSIONAIRES will not engage in any other business whatsoever upon or within said premises or park, except that which is herein expressly stipulated and contracted for; and will confine said transactions to the space and privileges provided in the Special Event Agreement.
- 9. All CONCESSIONAIRES and vendors will cause to be posted in a conspicuous manner at the front entrance to its concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Special Event Agreement.

Spartan Race, Inc.

- 10. CONCESSIONAIRES must, at their own expense, keep their concession space and adjacent area properly arranged and clean. Receptacles will be provided at appropriate locations approved by COUNTY to receive the CONCESSIONAIRES' trash, and such trash must not be swept into any public space. All sound-producing devices used by a concessionaire within or outside its concession space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons, to other concessionaires, to exhibitors, or users of the park; and the decision of the COUNTY as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may require written permission from the COUNTY. Control of the amplification decibel level will be at the discretion of the COUNTY.
- 11. CONCESSIONAIRES agree that there will be no games, gambling, or any other activities within the confines of its concession space in which money is used as a prize or premium, and that it will not buy and/or permit "buy backs" for cash of any of its prizes or premiums given away to patrons in connection with the promotion of their concession. No illegal activities shall be conducted, and only ordinary and customary merchandizing methods shall be used. All methods of operation, demonstration, and sale shall be subject to the approval of the COUNTY and the local law enforcement officials.
- 12. CONCESSIONAIRES are entirely responsible for the space allotted to them and agree to reimburse the COUNTY for any damage to property, reasonable wear and tear excepted, used in connection with the space allotted to the CONCESSIONAIRES. The COUNTY will be the sole judge of reasonable wear and tear and the extent of the damages.
- 13. The COUNTY shall assume no responsibility for loss or damage to the property of the CONCESSIONAIRE(S). Small articles easily removed or particularly fragile articles or displays should be put away for safekeeping by CONCESSIONAIRE(s) after the closing hour each night.
- 14. Each and every article of the concession and all boxes, crates, packing material, and debris used in connection with the concession space shall be removed at CONCESSIONAIRES's expense. It is understood that in the event of the CONCESSIONAIRE's failure to vacate said premises as herein provided, unless permission in writing is first obtained, the COUNTY may and is hereby authorized to remove and store the concession and all other material of any nature whatever, at the CONCESSIONAIRE's risk and expense, and the CONCESSIONAIRES shall reimburse the COUNTY for all expenses thus incurred.
- 15. No CONCESSIONAIRES will be permitted to sell or dispose of alcoholic beverages on park grounds except in its concession space. No sales are to be made unless the CONCESSIONAIRES is therefore authorized in writing by the COUNTY and unless it holds a lawful license authorizing such sales on said premises.
- 16. All activities within the park unit shall be at the direction of the Director of Public Works, Facilities, & Parks, or designee.
- 17. Arrangements for advance preparations shall be made with the Director of Public Works, Facilities, & Parks, or designee.
- 18. The Monterey County Code, and rules and regulations of the Monterey County Parks system shall be observed by the CONCESSIONAIRES, its employees, volunteers, agents, or contractors.
- 19. The use of buildings or grounds shall be in strict accordance with the Special Event Agreement as authorized by the Director of Public Works, Facilities, & Park and/or the Monterey County Board of Supervisors. This provision particularly applies to activities which might create hazardous conditions.

### Agreement No. 2021-001

Spartan Race, Inc.

- 20. Except during the event period delineated, the public shall have normal access to the facility/area.
- 21. No structures or sets are to be built unless specifically provided for in a Special Event Agreement, and no shrubbery or trees are to be cut, trimmed, or injured.
- 22. Fires will not be permitted except upon the specific approval of the Director of Public Works, Facilities, & Parks, or designee.
- 23. All safety orders of the Division of Industry Safety, Department of Industrial Relations, must be strictly observed.
- 24. Failure of the COUNTY to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 25. In the performance of the Special Event Agreement, CONCESSIONAIRE shall adhere to the Monterey County Nondiscrimination Policy #P-160 and shall not discriminate against any employee or applicant for employment as set forth in the Policy.

Approved as to form by County Counsel.

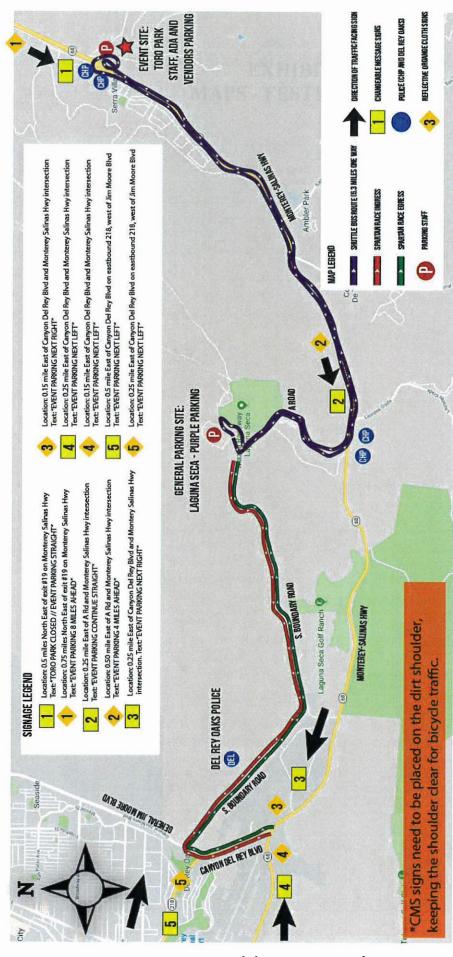
### **EXHIBIT D**

### **MAPS**

Exhibit D-1	Maps - Message Board Placement
Exhibit D-2	<b>Maps - Monterey Event</b>
Exhibit D-3	<b>Maps - Monterey Course</b>
Exhibit D-4	Maps - Staff/ADA Parking

### EXHIBIT D-1 MAPS - MESSAGE BOARD PLACEMENT

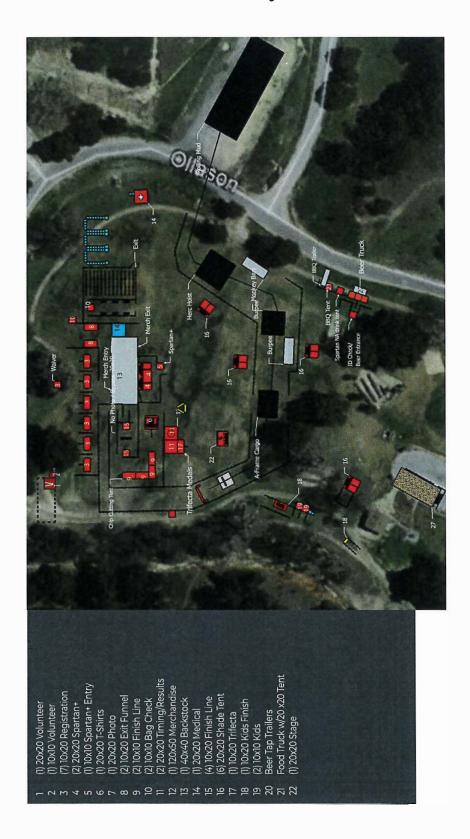
# **ENCROACHMENT PERMIT PLAN - MONTEREY SPARTAN RACE**



A total of 5 changeable message boards will be placed on Monterey-Salinas Hwy to direct the general public to Canyon Del Rey Blvd to access keep the lane clear for shuttles, emergency vehicles and staff. Information about traffic and parking directions will be sent to all spectators, shoulders. Parking attendants will be stationed at the gates of the park to prevent people without passes from entering Toro Park and to In addition 5 reflective orange cloth signs will supplement the message boards. Only staff, ADA, vendors, and shuttles will be granted access to Toro Park. CHP will be stationed on the East Bound and West Bound sides of exit #19 on Monterey Salinas Hwy to prevent the public from parking on the racers, vendors, staff and volunteers prior to the event to ensure minimal confusion on . 8/21/21-8/22/21 Signs will be placed on public parking at the Purple Parking lot at Laguna Seca for the Spartan Race on 8/21/21-8/22/21 and removed on 8/22/21 Monterey-Salinas Hwy on

### EXHIBIT D-2 MAPS - MONTEREY EVENT

# **Monterey Event**



# EXHIBIT D-3 MAPS – MONTEREY COURSE

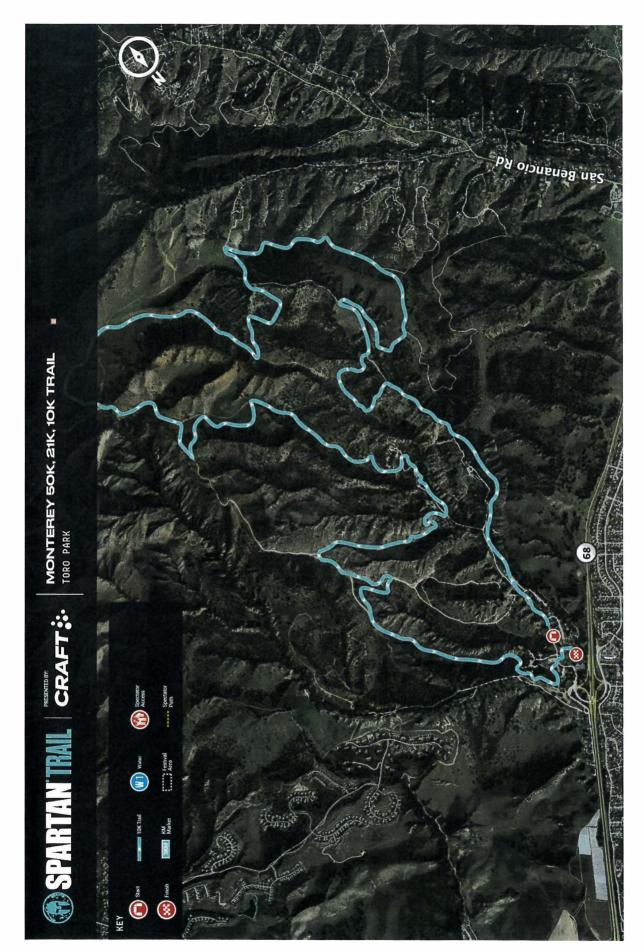


Exhibit D-3 Page 2 of 3

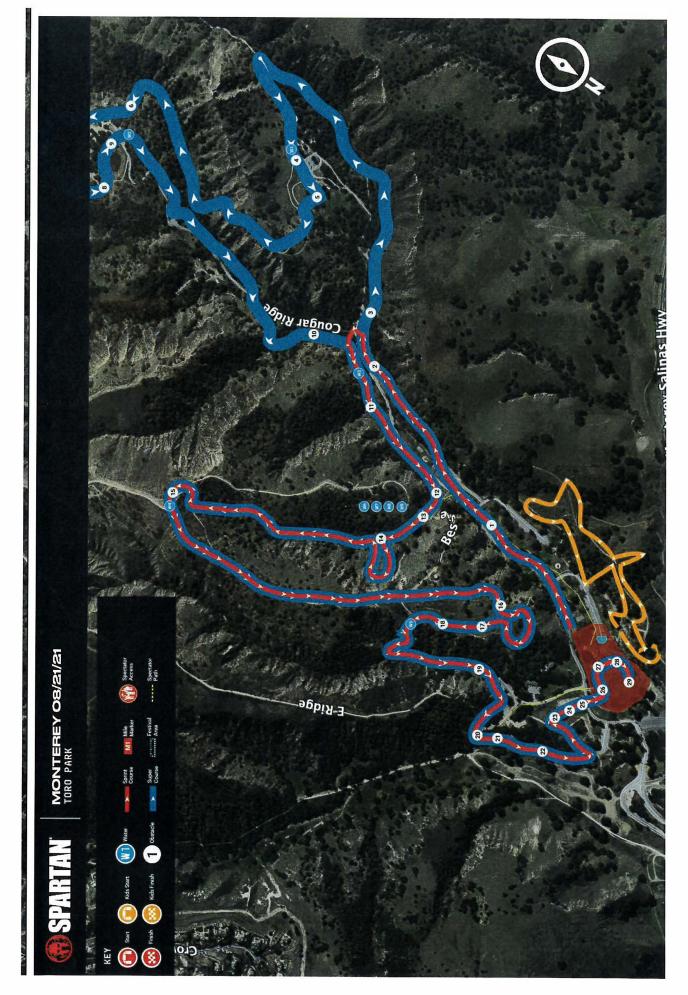


Exhibit D-3 Page 3 of 3

### EXHIBIT D-4 MAPS - STAFF & ADA PARKING



### EXHIBIT E SPECIAL PROVISIONS

### 1. CAMPING

No Camping will be allowed at the Park.

### 2. PARKING AND TRAFFIC CONTROL

- A. Traffic control within the Facility is the responsibility of the CONCESSIONAIRE during the Event (August 21-22, 2021). CONCESSIONAIRE shall control all Event-related traffic within Toro County Park so as not to interfere with other uses of the Facility. CONCESSIONAIRE shall contract with A&D Narigi Consulting, LLC for parking within the Laguna Seca Recreation Area for the Event.
- B. Parking control within the Facility is the responsibility of the CONCESSIONAIRE during the Event (August 21-22, 2021). Parking within the Facility will be allowed for CONCESSIONAIRE'S Staff only as determined by CONCESSIONAIRE.
- C. All signage necessary to execute the Parking and Traffic Control Plan is the responsibility of the CONCESSIONAIRE. No directional or informational signs may be attached to permanent park signs.
- D. All traffic-control devices, e.g., barricades, cones, are the responsibility of the CONCESSIONAIRE.
- E. CONCESSIONAIRE will ensure that no unauthorized vehicles will be driven on established lawn area or off-road areas within the Facility. To obtain access by any said vehicle to an off-road area within the Facility, CONCESSIONAIRE or his/her representatives shall contact the assigned COUNTY staff for approval. All such vehicles shall have a pre-approved identification plaque.
- F. California Highway Patrol ("CHP") will control traffic on Highway 68 as required for the Event. CONCESSIONAIRE will contract with CHP.

### 3. CLEANUP AND SANITATION

Any areas considered private or not open to the public will be maintained by the CONCESSIONAIRE. In addition, all costs associated with such areas will be borne by the CONCESSIONAIRE.

### 4. <u>ADVERTISEMENT</u>

- A. Advertisement related to the Event is not allowed on Highway 68.
- B. All banners and signs, and their method and location of display, must be pre-approved by COUNTY.

Spartan Race, Inc.

Agreement No. 2021-001

### **EXHIBIT F**

### PROHIBITED AREAS



Exhibit F Page 2 of 2