

AGREEMENT No. _____
BI 9815
BI 5452 Unit 2 - Line G
BI 5452 Unit 2 - Line I
SUPERVISORY DISTRICT 2

USE AND MAINTENANCE AGREEMENT

This USE AND MAINTENANCE AGREEMENT (hereinafter referred to as AGREEMENT), is made and entered by and between the Los Angeles County Flood Control District, a body corporate and politic (hereinafter referred to as DISTRICT), and the City of Manhattan Beach, a municipal corporation, (hereinafter referred to as OWNER). DISTRICT and OWNER are collectively referred to as PARTIES.

RECITALS

WHEREAS, OWNER proposes to construct the City of Manhattan Beach Hydrodynamic Separator (HDS) Units Installation Project (hereinafter referred to as PROJECT); to divert the urban runoff from the storm drains, to treat and route it back in order to enhance water quality before the discharge.

WHEREAS, DISTRICT owns and operates storm drains known as BI 9815, BI 5452 Unit 2 -Line G and -Line I and associated right of ways, hereinafter collectively referred to as DISTRICT FACILITIES, which are located in a public streets known as First Street, Ocean Drive and 24th Street respectively.

WHEREAS, the following portions of the PROJECT (hereinafter referred to as IMPROVEMENTS), depicted in Exhibit A, are proposed to be located within DISTRICT FACILITIES:

- HDS Diversion Structure, Station 10+88.00
- HDS Diversion Structure, Station 2+15.25
- HDS Diversion Structure, Station 1+96.60

WHEREAS, the DISTRICT will issue permit number FCDP2022000451, (hereinafter referred to as PERMIT), upon execution of this AGREEMENT to the OWNER for construction of the IMPROVEMENTS;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

SECTION 1: Authorized Use

- 1.1. The OWNER is authorized and permitted to use the DISTRICT FACILITIES for the construction, operation, maintenance, and repair of the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and PERMIT. Any other use of the DISTRICT FACILITIES or any portion thereof by the OWNER is expressly prohibited.
- 1.2. The OWNER's use of the DISTRICT FACILITIES in connection with the PROJECT shall be nonexclusive and shall be subordinate to the uses of the DISTRICT FACILITIES by the DISTRICT, and the OWNER's use of the DISTRICT FACILITIES shall at no time interfere with the DISTRICT's use of the DISTRICT FACILITIES or the DISTRICT's use of its adjacent property.
- 1.3. This AGREEMENT is valid only to the extent of the DISTRICT's jurisdiction. The OWNER shall be responsible for obtaining authorization from other affected persons or agencies with property rights over the PROJECT area, and the consent of the underlying fee owner(s), as necessary.

SECTION 2: Construction and Implementation of PROJECT

- 2.1. The OWNER understands and acknowledges that it is required to comply with the California Environmental Quality Act (hereinafter referred to as CEQA) prior to implementing the PROJECT and that the OWNER shall be the lead agency with respect to any and all CEQA compliance related to the PROJECT. In addition to its other indemnification obligations as specified below, the OWNER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the PROJECT that may be asserted by a third party or public agency alleging violations of CEQA or the CEQA Guidelines.
- 2.2. The OWNER is responsible for obtaining and complying with any permits or approvals required by agencies (federal, state and local) with regulatory jurisdiction over the construction and maintenance of the PROJECT and for all costs associated with obtaining and complying with the requirements and conditions of such permits or approvals including, by way of example, permit fees and compensatory mitigation expenses. The DISTRICT shall not be responsible for any costs associated with the construction of the PROJECT. In addition to its other indemnification obligations in Section 7 below, the OWNER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and their elected and appointed officers, employees, and agents

from and against all claims and/or actions related to the PROJECT that may be asserted by a public agency or third-party alleging violations of federal, state, or local laws, rules or regulations.

- 2.3. Upon completion of the construction of the PROJECT, the OWNER shall provide to the DISTRICT a complete set of the as-built plans for the PROJECT in an electronic format as specified by the DISTRICT. In addition, the OWNER shall provide geographic information system (hereinafter referred to as GIS) shapefiles for all maps depicting the PROJECT.

SECTION 3: Operation and Maintenance of IMPROVEMENTS

- 3.1. The OWNER shall prepare an operation and maintenance manual (hereinafter referred to as O&M MANUAL) describing the operation, maintenance, and inspection practices, all permits required by federal, state or local regulatory agencies, and procedures and standards for the PROJECT components located on property of the DISTRICT, including maintenance schedules, identification of any specialty maintenance service providers, equipment usage, and a maintenance log sheet.
 - 3.1.1. The OWNER shall not commence any work authorized by this permit until it has submitted a draft of the O&M MANUAL to the DISTRICT and the DISTRICT has approved the draft.
 - 3.1.2. The DISTRICT shall provide the OWNER with comments on the draft O&M MANUAL within a reasonable timeframe of submittal.
 - 3.1.3. The OWNER shall incorporate any and all reasonable comments submitted by the DISTRICT and shall deliver a final version of the O&M MANUAL to the DISTRICT prior to completion of work authorized by this permit. If the PARTIES cannot agree as to whether the DISTRICT's comments shall be incorporated, the PARTIES shall meet and confer in good faith to resolve such disagreement.
 - 3.1.4. The work authorized by this permit shall not be deemed complete until the OWNER has delivered the final version of the O&M MANUAL to the DISTRICT as described above.
- 3.2. Discharges from the PROJECT shall comply with the following:
 - 3.2.1 The OWNER shall not discharge any non-stormwater from the PROJECT to the DISTRICT FACILITIES or to any other storm drain

owned or operated by the DISTRICT unless authorized by a permit to do so from the State Water Resources Control Board, the Los Angeles Regional Water Quality Control Board (Regional Board), or express written permission from the Executive Officer of the Regional Board. The OWNER shall provide a copy of any such permit or express written permission to the DISTRICT prior to discharging any non-stormwater from the PROJECT to the DISTRICT FACILITIES or to any other storm drains owned or operated by the DISTRICT.

3.2.2 The DISTRICT shall establish notification and monitoring requirements for discharges from the PROJECT to the DISTRICT FACILITIES or to any other storm drains owned or operated by the DISTRICT and shall notify OWNER of these requirements in writing not later than the date DISTRICT provides the OWNER with comments on the draft O&M MANUAL and the OWNER shall comply with the requirements described in the written notice from the DISTRICT.

3.2.3. The DISTRICT may periodically update or revise the notification and monitoring requirements described in subsection 3.2.2 as the DISTRICT deems necessary to address changes in its MS4 Permit or other regulatory requirements or its operational requirements. The DISTRICT shall provide written notice to the OWNER of any updated or revised requirements and the OWNER shall comply with the updated or revised requirements immediately upon receipt of the written notice from the DISTRICT.

3.3. The OWNER shall, upon completion of construction, be responsible for the operation, maintenance, and repair of the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the provisions of the O&M MANUAL.

3.4. The DISTRICT shall not be responsible for any costs associated with the operation and maintenance of the IMPROVEMENTS, including but not limited to, any costs related to repairs and/or replacement of components and obtaining, complying with and renewing as necessary all permits and approvals required by federal, state or local regulatory agencies.

3.5. The OWNER shall operate and maintain the IMPROVEMENTS in a safe, clean, and orderly condition, and in compliance with the O&M MANUAL and all applicable federal and state laws, rules and regulations, local ordinances (including the Los Angeles County Flood Control District Code) and applicable regulatory permits.

- 3.6. The OWNER shall be responsible to inspect the IMPROVEMENTS and clear any obstructions, sediment, or debris that may interfere with the proper functioning of the DISTRICT FACILITIES, including upstream and downstream of all connections to the DISTRICT FACILITIES. The limits of the OWNER's responsibility under this subsection shall be up to 100 feet for open channels and up to 50 feet for covered storm drains, from ends of connections in both directions as directed by the DISTRICT, at the DISTRICT's sole discretion. The OWNER shall take appropriate measures to make sure sediment does not enter the DISTRICT FACILITIES from the PROJECT.
 - 3.6.1 The OWNER shall be responsible to address any People Experiencing Homelessness Encampments located within the portion of DISTRICT FACILITIES occupied by the IMPROVEMENTS that may interfere with the proper functioning of the DISTRICT FACILITIES, including up to 100 feet upstream and downstream of the IMPROVEMENTS for open channels and up to 50 feet upstream and downstream of the IMPROVEMENTS for covered storm drains, in a manner consistent with the policies of the DISTRICT, at OWNER's cost.
- 3.7. The OWNER shall provide the DISTRICT with 24-hour contact information for person(s) responsible for the operation and maintenance activities related to the IMPROVEMENTS. The DISTRICT shall provide the OWNER with 24-hour contact information for person(s) responsible for maintaining the DISTRICT FACILITIES.
- 3.8. The OWNER shall coordinate and communicate with the DISTRICT in regard to operation, maintenance, and repair activities related to the IMPROVEMENTS.
 - 3.8.1. The OWNER shall notify the DISTRICT a minimum of thirty (30) days in advance of any major (non-routine) proposed maintenance activities related to the IMPROVEMENTS; provided, however, that in the event the OWNER becomes aware of the need to perform any such maintenance activities less than thirty (30) days from the date it proposes to perform said activities, it shall notify the DISTRICT immediately upon determining to perform the activities.
 - 3.8.2. The OWNER shall notify the DISTRICT a minimum of forty-eight (48) hours in advance of accessing the DISTRICT FACILITIES to perform any routine maintenance activities related to the

IMPROVEMENTS including trash removal, routine cleaning, and minor repairs.

3.8.3. The OWNER shall provide the DISTRICT with an annual summary report of its operations and maintenance of the IMPROVEMENTS and status of all related regulatory permits. The contents of the summary report shall include at a minimum the following information:

- a. Name of PROJECT;
- b. Location description;
- c. Project contact information;
- d. Description of the PROJECT and its function and direct impact to the DISTRICT FACILITIES and/or other DISTRICT right of way;
- e. Summary of operations within the reporting year, from July 1st to June 30th of the following year, type of activities (i.e. routine, non-routine, and emergency), date and time of activities, and description of work performed;
- f. Summary of major repairs completed, including but not limited to, type of repairs, location of repairs, pre- and post-repair photographs, date and time of repairs;
- g. Summary of public inquiries and complaints related to the PROJECT and the OWNER'S response;
- h. Summary of volume captured or discharged from PROJECT;
- i. Status of any regulatory permits affecting the operation or maintenance of the IMPROVEMENTS;
- j. Status of any specialty contractor agreements required for ongoing maintenance and repairs of the IMPROVEMENTS;

3.8.4. The annual summary report shall be mailed to the following address by July 30th each year:

Attention: Senior Civil Engineer
Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Maintenance Division, Annex Building 2nd Floor
Staff Support Section
900 South Fremont Avenue
Alhambra, CA 91803-1331

- 3.9. The DISTRICT shall coordinate and communicate with the OWNER regarding any maintenance activities by the DISTRICT related to the DISTRICT FACILITIES that may impact the IMPROVEMENTS.
- 3.10. If the OWNER fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the DISTRICT reserves the right to remedy any such maintenance deficiency that the DISTRICT determines impairs the functioning of the DISTRICT FACILITIES or the DISTRICT's flood protection activities. However, prior to taking any action to remedy any such maintenance deficiency, the DISTRICT shall provide written notice to the OWNER of the deficiency. If the OWNER fails to correct the deficiency within thirty-five (35) days from the date of the notice or such longer period as the DISTRICT, in its sole discretion may agree to, the DISTRICT shall thereafter be entitled to correct the deficiency. Notwithstanding the foregoing, if the DISTRICT determines that immediate remedial action is required to prevent or mitigate a dangerous condition, the DISTRICT shall be entitled to implement the remedial action(s) after giving the OWNER as much notice as the DISTRICT determines is feasible under the circumstances. If the DISTRICT takes any remedial action pursuant to this Section, it shall prepare and send to the OWNER an invoice for all work undertaken by the DISTRICT to remedy any maintenance deficiency, and the OWNER shall, within thirty (30) days from the receipt of the invoice, reimburse the DISTRICT for all costs and expenses reasonably incurred by the DISTRICT to remedy said deficiency.
- 3.11. The OWNER shall be responsible for all community relations related to the PROJECT, including responding to public inquiries, complaints, etc. The DISTRICT shall forward to the OWNER any community relations, public inquiries, complaints, etc., related to the PROJECT.

SECTION 4: Term

- 4.1. The term of this AGREEMENT shall be for fifty (50) years (Initial Term), subject to the DISTRICT's right to terminate the OWNER'S use as provided for in Section 5 in this AGREEMENT.
- 4.2. This AGREEMENT shall expire at the end of the Initial Term provided; however, the Chief Engineer of the DISTRICT or his designee may extend the term of this AGREEMENT, beyond the Initial Term, up to ten (10) years, subject to such terms and conditions as they deem appropriate, upon receipt of a written request from the OWNER, no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 5: Termination of AGREEMENT

- 5.1. The DISTRICT shall have the right to terminate this AGREEMENT by giving the OWNER at least one hundred twenty (120) days prior written notice, under the following conditions:
 - 5.1.1. The DISTRICT proposes a project for flood control, water conservation and/or any other use or purpose authorized by the Los Angeles County Flood Control Act; and
 - 5.1.2. The DISTRICT determines, in good faith, that the IMPROVEMENTS or any portion thereof, would be substantially incompatible with the DISTRICT's proposed project; and
 - 5.1.3. The DISTRICT has notified the OWNER of the basis for the DISTRICT'S determination that a substantial incompatibility will exist and has provided the OWNER with a reasonable opportunity to propose modifications to the IMPROVEMENTS that will eliminate the incompatibility; and
 - 5.1.4. After consideration of any such modifications proposed by the OWNER, the DISTRICT, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, a substantially incompatibility would still exist.
- 5.2. The DISTRICT shall have the right to terminate this AGREEMENT in the event the OWNER breaches any term or condition of this AGREEMENT and fails to cure such breach or breaches within a reasonable amount of time up to a maximum of one hundred twenty (120) days from the date the DISTRICT provides written notice of said breach or breaches to the OWNER. Upon receipt of a written notice of breach, the OWNER shall, within thirty (30) days of the date of the written notice, send the DISTRICT a written response describing the corrective measures that the OWNER proposes to implement. The PARTIES shall thereafter promptly meet and confer, in good faith, to reach agreement on the corrective measures. The OWNER shall not implement any corrective measure until it has been approved and agreed upon by the DISTRICT.
- 5.3. The DISTRICT shall have the right to terminate this AGREEMENT if construction of the PROJECT has not been completed within five (5) years from the date this AGREEMENT is fully executed.

- 5.4. The DISTRICT shall have the right to suspend or terminate this AGREEMENT in the DISTRICT's sole discretion, in the event the DISTRICT determines, in good faith, that it is necessary for the DISTRICT to enter and take exclusive possession of the DISTRICT FACILITIES or any portion thereof, in order to respond to an emergency as defined in Public Contract Code Section 1102.
- 5.5. The OWNER shall have the right to terminate this AGREEMENT for any reason, by giving the DISTRICT at least sixty (60) days prior written notice, subject to the OWNER's obligation to remove the IMPROVEMENTS described in Section 6, below.

SECTION 6: Removal of IMPROVEMENTS and Restoration of the DISTRICT FACILITIES

- 6.1. Upon termination of this AGREEMENT, the DISTRICT may, in its sole discretion, provide a written notice to the OWNER to remove all or any portion of the IMPROVEMENTS, and to restore the DISTRICT FACILITIES to a condition similar to or better than that which existed on the effective date of this AGREEMENT (including sealing off all connections between PROJECT and DISTRICT FACILITIES). If the DISTRICT provides such notice, the OWNER shall comply with said notice within a reasonable time, but in no event exceeding one hundred eighty (180) days from the date of the notice or such longer period as the DISTRICT may in its sole discretion agree to.
- 6.2. Prior to commencing the removal of any IMPROVEMENTS within the DISTRICT FACILITIES, the OWNER shall apply for and obtain a permit for the removal activities from the County of Los Angeles Public Works, Land Development Division, Permits and Subdivisions Section, and shall also apply for and obtain any and all other necessary local, state, and federal permits applicable to the removal of the IMPROVEMENTS.
- 6.3. If the OWNER fails to comply with the DISTRICT's notice referred to in subsection 6.1, the DISTRICT may, in its sole discretion, remove any or all IMPROVEMENTS referenced in the DISTRICT's notice to the OWNER.
- 6.4. If the DISTRICT removes any IMPROVEMENTS pursuant to subsection 6.3, the DISTRICT shall submit a billing invoice to the OWNER indicating the costs and expenses reasonably incurred by the DISTRICT in connection with the removal of the IMPROVEMENTS and the OWNER shall reimburse the DISTRICT all such costs and expenses within thirty (30) days of the OWNER's receipt of a billing invoice from the DISTRICT.

SECTION 7: Miscellaneous Provisions

7.1. Damage to DISTRICT FACILITIES or PROJECT

7.1.1. If any components of the PROJECT are damaged by any negligent act or omission of the DISTRICT, the DISTRICT shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The DISTRICT shall be responsible for all costs related to these repairs and/or replacements.

7.1.2. If any components of the DISTRICT FACILITIES are damaged by any negligent act or omission of the OWNER (including its consultants and contractors), the OWNER shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The OWNER shall be responsible for all costs related to these repairs and/or replacements.

7.2. The DISTRICT shall not be responsible for the expense of any relocation, alteration, or modification of the PROJECT, or any portion thereof.

7.3. Indemnification, Release, and Insurance.

7.3.1. The OWNER shall indemnify, defend, and hold harmless the DISTRICT, the County of Los Angeles, and their respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including without limitation, reasonable attorney fees and costs of litigation, arising out of or in any way connected to the construction, operation, maintenance, repair, modification, or removal of the PROJECT, or any portion thereof, except to the extent caused by the negligence or willful misconduct of the DISTRICT, the County of Los Angeles, or their respective officers, employees or contractors.

7.3.2. The DISTRICT shall indemnify, defend, and hold harmless the OWNER and its respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including without limitation, reasonable attorney fees and costs of litigation, arising out of or in any way connected to operation and maintenance of the DISTRICT FACILITIES exclusive of the IMPROVEMENTS, or any portion thereof, except to the extent caused by the negligence or willful misconduct of the OWNER or its respective officers, employees or contractors.

- 7.3.3. The OWNER releases the DISTRICT and waives all rights to damages for any loss, costs, or expenses the OWNER may sustain as a result of any damage to, or destruction of, the PROJECT, or any portion thereof, attributable to flood or stormwaters, or any other runoff tributary to the DISTRICT FACILITIES, except to the extent such damages are caused by the negligence or willful misconduct of the DISTRICT or its officers, employees or contractors.
- 7.3.4. Without limiting the OWNER's indemnification of the DISTRICT, the OWNER shall procure and/or maintain, in full force and effect during the term of this AGREEMENT, insurance policies or a program of self-insurance providing for the following coverage related to the IMPROVEMENTS:
- 7.3.4.1. Commercial general liability and property damage coverage with a combined single limit liability in the amount of not less than two million dollars (\$2,000,000) per occurrence.
- 7.3.4.2. Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the DISTRICT and the OWNER against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, the OWNER in the course of carrying out the work or services contemplated in this AGREEMENT.
- 7.3.4.3. Automobile Liability Insurance: the OWNER shall procure such policy with coverage of not less than one million dollars (\$1,000,000) per accident.
- 7.3.4.4. The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. The OWNER shall furnish to the DISTRICT a Policy of Insurance evidencing the OWNER's insurance coverage no later than ten (10) working days after execution of the AGREEMENT. Upon renewal of said policy, the OWNER shall furnish to the DISTRICT a Certificate evidencing the OWNER's continued insurance coverage as required herein.
- 7.3.4.5. Should the OWNER elect to comply with this section through a program of self-insurance, OWNER shall provide a

Certificate of Self-Insurance to DISTRICT indicating limits of such self-insurance coverage that meet or exceed those stated herein.

- 7.4. Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.
- 7.5. Binding Effect. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this AGREEMENT without prior written consent of the other Party.
- 7.6. Amendment. The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
- 7.7. Waiver. Waiver by any Party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.
- 7.8. Governing Law. This AGREEMENT is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the state trial court shall lie exclusively in the County of Los Angeles.
- 7.9. No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language.
- 7.10. Severability. The provisions of this AGREEMENT are severable, and the invalidity, illegality or unenforceability of any provision of this AGREEMENT will not affect the validity or enforceability of any other provisions. If any provision of this AGREEMENT is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this AGREEMENT.

- 7.11. Counterparts. This AGREEMENT may be executed in counterparts, which together shall constitute the same and entire Agreement.
- 7.12. Administration. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this AGREEMENT on behalf of such Party.
- 7.13. Notices

Any correspondence, communication, or contact concerning this AGREEMENT, and all notices that are to be given or that may be given by PARTIES shall be directed to the following:

Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Planning Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Assistant Deputy Director
Phone No.: (626) 458-4300
Fax: (626) 458-1526

Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Maintenance Division, Annex Building 2nd Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Assistant Deputy Director
Phone No.: (626) 458-4145
Fax No.: (626) 458-4165

City of Manhattan Beach
Department of Public Works
3621 Bell Avenue, Manhattan Beach, CA 90266
Attention: Senior Civil Engineer (Tim Birthisel)
Phone No.: (310) 802-5368

The PARTIES shall promptly notify each other of any change of the contact information specified in this Section, including personnel changes.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused this AGREEMENT to be executed by their respective duly authorized officers, by DISTRICT on _____, 2023; by OWNER on _____, 2023.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
A body corporate and politic

By _____
Chief Engineer

CITY OF MANHATTAN BEACH

By _____
Joe Franklin, Mayor

APPROVED AS TO FORM:

By _____
Quinn Barrow, City Attorney