

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF  
MANHATTAN BEACH FOR THE CONSTRUCTION AND MAINTENANCE OF THE  
28TH STREET STORMWATER INFILTRATION PROJECT**

This Agreement for the Construction and Maintenance of the 28th Street Stormwater Infiltration Project (hereinafter referred to as AGREEMENT), is made and entered by and between the County of Los Angeles, a body corporate and politic (hereinafter referred to as COUNTY), and the City of Manhattan Beach, a municipal corporation (hereinafter referred to as CITY). COUNTY and CITY are collectively referred to as PARTIES.

**RECITALS**

WHEREAS, the CITY proposes to construct the 28<sup>th</sup> Street Stormwater Infiltration Project (hereinafter referred to as PROJECT); to divert and infiltrate incoming stormwater and urban runoff to reduce contaminant discharges to Santa Monica Bay and improve water quality; and

WHEREAS, the City proposes to use a phased approach to accomplish the goals of the Project. Phase 1 includes improvements at the 26<sup>th</sup> Street Parking Facility, and Phase 2 includes improvements on the beach; and

WHEREAS, Phase 1 will maximize, to the greatest extent practicable, the volume of water diverted and infiltrated, and the City will assess improvements made to water quality through the implementation of Phase 1 to determine the need for Phase 2 implementation; and

WHEREAS, the COUNTY owns the beach and 26<sup>th</sup> Street Parking Facility, which is bounded by Manhattan Avenue and Ocean Drive on the east and west, and 26<sup>th</sup> and 27<sup>th</sup> Streets on the south and north, in the City of Manhattan Beach, hereinafter collectively referred to as COUNTY FACILITIES, depicted in Exhibit A; and

WHEREAS, the CITY currently operates and maintains the parking lots located at the COUNTY FACILITIES; and

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

- Approximately 32 subsurface drywells with interconnecting piping,
- New perimeter retaining walls around each parking tier,
- New pervious pavement parking surface, and
- New parking lot landscape including trees, shrubs and irrigation, site lighting, payment kiosks, vehicle charging stations, electronically controlled access gates, and other appurtenant equipment and signage.

- If post construction monitoring of the infiltration system indicates the need for additional capacity, an infiltration trench and appurtenant piping may be constructed on the beach west of, and parallel to, the Marvin Braude Bike Trail between 25<sup>th</sup> and 28<sup>th</sup> Streets

WHEREAS, the COUNTY will issue a right of entry permit for each phase of the Project , (hereinafter referred to as PERMIT), upon execution of this AGREEMENT and Los Angeles County Board of Supervisors approval of the PROJECT, to the CITY for construction of the IMPROVEMENTS ; and

WHEREAS, the CITY will consider issuance of a Coastal Development Permit upon evaluation of an application and completion of associated California Environmental Quality Act (CEQA) review; and

WHEREAS, the CITY desires to construct the IMPROVEMENTS on COUNTY FACILITIES and will be solely responsible for any and all construction related to the PROJECT and IMPROVEMENTS and, any and all maintenance and/or repairs before and after the construction of the IMPROVEMENTS; and

WHEREAS, the CITY will provide long-term and routine maintenance of the finished IMPROVEMENTS and COUNTY FACILITIES; and

WHEREAS, the COUNTY's purpose for the PROJECT includes new site features and improvements to water quality in Santa Monica Bay; and

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 CITY is authorized and permitted to use the COUNTY 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 COUNTY FACILITIES or any portion thereof by the CITY is expressly prohibited.
- 1.2. The CITY is authorized and permitted to take access through the COUNTY FACILITIES and associated COUNTY property in accordance with and as depicted in Exhibit A, for the purpose of construction and maintenance of the IMPROVEMENTS.

- 1.3. The CITY's use of the COUNTY FACILITIES in connection with the PROJECT shall be nonexclusive and shall be subordinate to the uses of the COUNTY FACILITIES by the COUNTY, and the CITY's use of the COUNTY FACILITIES shall at no time interfere with the COUNTY's use of the COUNTY FACILITIES or the COUNTY's use of its adjacent property.
- 1.4. This AGREEMENT is valid only to the extent of the COUNTY's jurisdiction. The CITY shall be responsible for obtaining authorization from other affected persons or agencies with property rights over the PROJECT area, including obtaining the consent of the State of California and any other regulatory agencies, as necessary..

## SECTION 2: Construction and Implementation of PROJECT

- 2.1. The CITY understands and acknowledges that it is required to comply with the California Environmental Quality Act (hereinafter referred to as CEQA) prior to approving the Coastal Development Permit for the PROJECT and that the CITY 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 CITY hereby agrees to indemnify, defend, and hold harmless the COUNTY 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 CITY 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 COUNTY 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 CITY hereby agrees to indemnify, defend, and hold harmless the COUNTY 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 CITY shall provide to the COUNTY a complete set of the as-built plans for the PROJECT in an electronic format as specified by the COUNTY. In addition, the CITY 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 CITY 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 COUNTY, including maintenance schedules, identification of any specialty maintenance service providers, equipment usage, and a maintenance log sheet.
  - 3.1.1. The CITY shall not commence any work authorized by this permit until it has submitted a draft of the O&M MANUAL to the COUNTY and the COUNTY has approved the draft, which approval shall not be unreasonably withheld.
  - 3.1.2. The COUNTY shall provide the CITY with comments on the draft O&M MANUAL within forty-five (30) days of submittal.
  - 3.1.3. The CITY shall incorporate any and all reasonable comments submitted by the COUNTY and shall deliver a final version of the O&M MANUAL to the COUNTY prior to completion of work authorized by this permit. If the PARTIES cannot agree as to whether the COUNTY'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 CITY has delivered the final version of the O&M MANUAL to the COUNTY as described above.
- 3.2. Discharges from the PROJECT shall comply with the following:
  - 3.2.1 The CITY shall not discharge any non-stormwater from the PROJECT to the COUNTY FACILITIES or to any other storm drain owned or operated by the COUNTY 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 CITY shall provide a copy of any such permit or express written permission to the COUNTY prior to discharging any non-stormwater from the PROJECT to the COUNTY FACILITIES or to any other storm drains owned or operated by the COUNTY.
  - 3.2.2 The COUNTY shall establish notification and monitoring requirements for discharges from the PROJECT to the COUNTY FACILITIES or to any other storm drains owned or operated by the COUNTY and shall notify

CITY of these requirements in writing not later than the date COUNTY provides the CITY with comments on the draft O&M MANUAL and the CITY shall comply with the requirements described in the written notice from the COUNTY.

- 3.2.3. The COUNTY may periodically update or revise the notification and monitoring requirements described in subsection 3.2.2 as the COUNTY deems necessary to address changes in its Municipal Separate Storm Sewer System (MS4) Permit or other regulatory requirements or its operational requirements. The COUNTY shall provide written notice to the CITY of any updated or revised requirements and the CITY shall comply with the updated or revised requirements within 30 days upon receipt of the written notice from the COUNTY.
- 3.3. The CITY shall, upon completion of construction, be solely responsible for the operation, maintenance, and repair of the PROJECT and all IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the provisions of the O&M MANUAL.
- 3.4. The COUNTY shall not be responsible for any costs associated with the operation, maintenance, and repair of the PROJECT and all 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 required by federal, state or local regulatory agencies.
- 3.5. The CITY shall operate and maintain the PROJECT and all 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 COUNTY Code) and applicable regulatory permits.
- 3.6. The CITY shall be responsible to inspect the IMPROVEMENTS and clear any obstructions, sediment, or debris that may interfere with the proper functioning of the COUNTY FACILITIES, including upstream and downstream of all connections to the COUNTY FACILITIES. The limits of the CITY'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 COUNTY, at the COUNTY's sole discretion. The CITY shall take appropriate measures to make sure sediment does not enter the COUNTY FACILITIES from the PROJECT.
- 3.7. The CITY shall provide the COUNTY with 24-hour contact information for person(s) responsible for the operation and maintenance activities related to the IMPROVEMENTS. The COUNTY shall provide the CITY with

24-hour contact information for person(s) responsible for maintaining the COUNTY FACILITIES.

3.8. The CITY shall coordinate and communicate with the COUNTY in regard to operation, maintenance, and repair activities related to the IMPROVEMENTS.

3.8.1. The CITY shall notify the COUNTY 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 CITY 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 COUNTY immediately upon determining to perform the activities.

3.8.2. The CITY shall notify the COUNTY a minimum of two (2) weeks in advance of accessing the COUNTY FACILITIES to perform any activities which require permits from County or any government agencies related to the IMPROVEMENTS including, but not limited to, staging for any repairs, except for routine maintenance such as trash removal, routine cleaning, and minor repairs.

3.8.3. The CITY shall provide the COUNTY 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 COUNTY FACILITIES and/or other COUNTY 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 CITY'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 30<sup>th</sup> each year:

Attention: Asset Management Division  
Los Angeles County Department of Beaches and Harbors  
13837 Fiji Way, Marina del Rey, CA 90292

- 3.9. The COUNTY shall immediately coordinate and communicate with the CITY regarding any maintenance activities by the COUNTY related to the COUNTY FACILITIES that may impact the IMPROVEMENTS.
- 3.10. If the CITY fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the COUNTY reserves the right to remedy any such maintenance deficiency that the COUNTY determines impairs the functioning of the COUNTY FACILITIES or the COUNTY's flood protection activities. However, prior to taking any action to remedy any such maintenance deficiency, the COUNTY shall provide written notice to the CITY of the deficiency. If the CITY fails to correct the deficiency within thirty-five (35) days from the date of the notice or such longer period as the COUNTY, in its sole discretion may agree to, the COUNTY shall thereafter be entitled to correct the deficiency. Notwithstanding the foregoing, if the COUNTY determines that immediate remedial action is required to prevent or mitigate a dangerous condition, the COUNTY shall be entitled to implement the remedial action(s) after giving the CITY as much notice as the COUNTY determines is feasible under the circumstances, including providing the CITY with an estimate of the cost associated with such remediation. If the COUNTY takes any remedial action pursuant to this Section, it shall prepare and send to the CITY an invoice for all work undertaken by the COUNTY to remedy any maintenance deficiency, and the CITY shall, within thirty (30) days from the receipt of the invoice, reimburse the COUNTY for all costs and expenses reasonably incurred by the COUNTY to remedy said deficiency.
- 3.11. The CITY shall be responsible for all community relations related to the PROJECT, including responding to public inquiries, complaints, etc. The COUNTY shall forward to the CITY 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 COUNTY's right to terminate the CITY'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 Director of the Department of Beaches and Harbors of the COUNTY 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 CITY, 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 COUNTY shall have the right to terminate this AGREEMENT by giving the CITY at least one hundred eighty (180) days prior written notice, under the following conditions:
  - 5.1.1. The COUNTY 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 COUNTY determines, in good faith, that the IMPROVEMENTS or any portion thereof, would be substantially incompatible with the COUNTY's proposed project; and
  - 5.1.3. The COUNTY has notified the CITY of the basis for the COUNTY'S determination that a substantial incompatibility will exist and has provided the CITY 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 CITY, the COUNTY, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, a substantial incompatibility would still exist.
- 5.2. The COUNTY shall have the right to terminate this AGREEMENT in the event the CITY 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 COUNTY provides written notice of said breach or breaches to the CITY. Upon receipt of a written notice of breach, the CITY shall, within forty-five (45) days of the date of the written notice, send the COUNTY a written response describing the corrective measures that the CITY proposes to implement. The PARTIES shall thereafter promptly meet and confer, in good faith, to reach agreement on the corrective measures. The CITY shall not

implement any corrective measure until it has been approved and agreed upon by the COUNTY.

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

**SECTION 6: Removal of IMPROVEMENTS and Restoration of the COUNTY FACILITIES**

- 6.1. Upon termination of this AGREEMENT, the COUNTY may, in its sole discretion, provide a written notice to the CITY to remove all or any portion of the IMPROVEMENTS, and to restore the COUNTY 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 COUNTY FACILITIES). If the COUNTY provides such notice, the CITY shall comply with said notice within a reasonable time, but in no event exceeding one year from the date of the notice or such longer period as the COUNTY may in its sole discretion agree to.
- 6.2. Prior to commencing the removal of any IMPROVEMENTS within the COUNTY FACILITIES, the CITY shall 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 CITY fails to comply with the COUNTY's notice referred to in subsection 6.1, the COUNTY may, in its sole discretion, remove any or all IMPROVEMENTS referenced in the COUNTY's notice to the CITY. In addition to its other indemnification obligations below, the City hereby agrees to indemnify, defend, and hold harmless the County and their elected and appointed officers, employees, and agents from and against all claims and/or actions related to the County's removal of the IMPROVEMENTS that may be asserted by a public agency or third-party alleging violations of Federal, State, or local laws, rules or regulations.
- 6.4. If the COUNTY removes any IMPROVEMENTS pursuant to subsection 6.3, the COUNTY shall submit a billing invoice to the CITY indicating the costs and

expenses reasonably incurred by the COUNTY in connection with the removal of the IMPROVEMENTS and the CITY shall reimburse the COUNTY all such costs and expenses within thirty (30) days of the CITY's receipt of a billing invoice from the COUNTY.

SECTION 7: Miscellaneous Provisions

7.1. Damage to COUNTY FACILITIES or PROJECT

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

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

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

7.3 Deed Restriction. The COUNTY has a deed restriction on the COUNTY FACILITY where the PROJECT is to be constructed. Due to the public benefit of the Project, to the extent the Project would conflict with the restrictions and conditions found in the Grant Deed recorded as document number 95-1527005 transferring the subject property where the Project is located from the State of California to the County of Los Angeles, the State of California has waived any such deed restrictions or conditions for this Project (see attached as Exhibit B Letter from State and Grant Deed).

7.4. Indemnification, Release, and Insurance.

7.4.1.

The City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert

witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

- 7.4.2. The CITY releases the COUNTY and waives all rights to damages for any loss, costs, or expenses the CITY 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 COUNTY FACILITIES, except to the extent such damages are caused by the negligence or willful misconduct of the COUNTY or its officers, employees or contractors.
- 7.4.3. Without limiting the CITY's indemnification of the COUNTY, the CITY 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:
  - 7.4.3.1. 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.
  - 7.4.3.2. 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 COUNTY and the CITY 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 CITY in the course of carrying out the work or services contemplated in this AGREEMENT.
  - 7.4.3.3. Automobile Liability Insurance: the CITY shall procure such policy with coverage of not less than one million dollars (\$1,000,000) per accident.
  - 7.4.3.4. The COUNTY, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. The CITY shall furnish to the COUNTY a Policy of Insurance evidencing the CITY'S insurance coverage no later than ten (10) working days after execution of the AGREEMENT. Upon renewal of said policy, the CITY shall furnish to the COUNTY a Certificate evidencing the CITY's continued insurance coverage as required herein.
  - 7.4.3.5. Should the CITY elect to comply with this section through a program of self-insurance, CITY shall provide a Certificate of

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

- 7.5. 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.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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.
- 7.9. 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.
- 7.10. 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.
- 7.11. 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.
- 7.12. Counterparts. This AGREEMENT may be executed in counterparts, which together shall constitute the same and entire Agreement.

7.13. 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.

7.14. 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 Department of Beaches and Harbors  
[address]  
Attention: Deputy Director  
Phone No.:  
Fax:

City of Manhattan Beach  
Public Works Department  
3621 Bell Avenue, Manhattan Beach, CA 90266  
Attention: Public Works Director  
Phone No.: (310) 802-5303

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

IN WITNESS WHEREOF, COUNTY and CITY have caused this AGREEMENT to be executed by their respective duly authorized officers, by COUNTY on \_\_\_\_\_, 2023; by CITY on \_\_\_\_\_, 2023.

COUNTY OF LOS ANGELES,  
A body corporate and politic

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Deputy County Counsel

<CITY>

By \_\_\_\_\_  
<name>, Mayor

APPROVED AS TO FORM:

By \_\_\_\_\_  
<name>, City Attorney