

Staff Report City of Manhattan Beach

TO: Honorable Mayor Montgomery and Members of the City Council

- THROUGH: David N. Carmany, City Manager
- FROM: Richard Gill, Director of Parks and Recreation Richard Thompson, Director of Community Development Eric Haaland, Associate Planner Mark Leyman, Recreation Services Manager
- **DATE:** June 7, 2011
- **SUBJECT:** Consideration of a Coastal Development Permit for the 2011 Manhattan Beach Open (MBO) Volleyball Tournament and Authorization for the City Manager to Execute an Agreement with USA Volleyball and the International Merchandising Group (IMG) to Co-Sponsor the 2011 Manhattan Beach Open to be Held August 26-28, 2011

RECOMMENDATION:

Staff recommends that the City Council a) adopt Resolution No. 6314, approving a Coastal Development Permit and Temporary Use Permit for the 2011 Manhattan Beach Open Volleyball Tournament and b) authorize the City Manager to execute an agreement with USA Volleyball and the International Merchandising Group to co-sponsor the 2011 Manhattan Beach Open to be held August 26-28, 2011.

FISCAL IMPLICATION:

If approved, under the terms of the attached contract, the event operator, USA Volleyball and the International Merchandising Group, will reimburse the City for all costs associated with the event, estimated to be \$60,000. As a co-sponsored City event, the City has waived fees for City permits and the use of the City's name. The City and event operator will share in revenue from the event to include 50% of net proceeds from merchandise (hats, t-shirts, shorts, etc.) and 25% of net proceeds from event revenue (television, licensing, ticket sales, etc.). (See Agreement Attachment A.)

BACKGROUND:

Since 1984 the City of Manhattan Beach has partnered with the Association of Volleyball Professionals (AVP) to conduct the Manhattan Beach Open. In 2010, the AVP went bankrupt one week prior to the event date, and City staff operated the event. Since it was the 50th Anniversary of the Manhattan Beach Open, staff ran the event with the original volleyball court dimensions and rules which included: side-out scoring, longer court dimensions and no net antennas. In addition to the original volleyball rules, there were no bleachers on the beach and spectators set up their beach chairs around the courts.

There were a number of organizations that submitted proposals to operate the 2011 Manhattan Beach Open. At the February 15, 2011 City Council Meeting, USA Volleyball and International Merchandise Group were selected as the event operators for the 2011 Manhattan Beach Open.

DISCUSSION:

The Manhattan Beach Open subcommittee (Mayor Montgomery and Mayor Pro-Tem Tell) met with USA Volleyball and the International Merchandise Group to discuss operational changes, merchandising agreements, event branding, and event dates. Operationally, the subcommittee agreed to keep the same event size and scope as past AVP events. The event will provide 75% free stadium style seating, areas for free courtside seating, food booths, live music and interactive game booths.

The merchandising portion of the agreement will include a revenue sharing between the City and USAV/IMG for all Manhattan Beach Open merchandise. In addition, the City and USAV/IMG will share in merchandise and event net revenues. The merchandise net revenue share is 50% for the City and 50% for USAV/IMG. This will include all sales at the event and in the downtown area with MBO specific merchandise, which include but not limited to hats, firsbees, t-shirts, shorts, etc. The event net revenue share is 25% for the City and 75% for USAV/IMG and will include television, Internet rights fees, sponsorship, licensing, merchandising, suite sales, ticket sales, and food and beverage sales.

The City will also have approval rights for all radio, photo, digital and television content generated by the Manhattan Beach Open.

The Manhattan Beach Open will be held on August 26-28, 2011. Moving forward, to provide consistency for future events, the Manhattan Beach Open will be held the last weekend in August.

In addition to the attached City agreement, USAV/IMG is required to secure a permit from the Los Angeles County Department of Beaches and Harbors in order to hold the event. The County has stated that they will grant a permit to USAV/IMG, only if the City allows the County to sample products on the beach. The City Council has permitted this for past events administratively through City staff. Unless directed otherwise, staff will again take this approach.

Environmental Review

The proposed temporary event is exempt from the provisions of the California Environmental Quality Act (CEQA). Per the CEQA Guidelines, the event is exempt pursuant to the following provisions: Section 15304 (e), "Minor Alterations to Land;" Section 15311 (c), "Accessory Structures;" and Section 15323, "Normal Operations of Facilities for Public Gatherings."

The proposed event is a temporary activity being conducted on a public beach in which the event will not result in any degradation or alteration to the condition of land, water or vegetation. Based upon past events of this nature, no permanent environmental effects are anticipated.

Coastal Development Permit/Temporary Use Permit

The beach area is located within the Open Space (OS) district of the City's Zoning Code and is regulated by the provisions of the City's certified Local Coastal Program. The Open Space District

allows "Sporting Events where more than 75% of the total seating area is available free of charge," as a permitted use subject to a temporary use permit.

The required coastal permit notice was published in the *Beach Reporter* and mailed to properties within 100 feet of the tournament site. Notice of the City Council's action on the permit shall be provided to the California Coastal Commission. Staff's review of the coastal development permit finds the proposed installation to be consistent with the City's coastal program as follows:

- 1. The structures shall not obstruct access ways within the coastal zone. While they will occupy some space on the beach, access from the Strand, bike path and pier to the coastline and surrounding beach shall remain available.
- 2. The proposed configuration shall permit public view of the center court volleyball competition from the adjacent pier.
- 3. Any displacement of normal views or use of the space shall be temporary for the period allowed by the proposed permit.
- 4. Installation and use of the bleachers and related structures shall be subject to requirements regarding timing, paid seating, shuttle, signs, trash, etc.

CONCLUSION:

Staff recommends that the City Council:

- 1. Adopt Resolution No. 6314 approving the related Coastal Development Permit
- 2. Authorize the City Manager to execute the attached agreement for the Manhattan Beach Open
- Attachments: A. 2011 Manhattan Beach Open USA Volleyball and International Merchandising Group Agreement
 - B. Resolution No. 6314 (Coastal Development Permit)
 - C. USA Volleyball and International Merchandise Group Event Site Map

THIS AGREEMENT (the "Agreement"), made as of June 7, 2011, is by and among the CITY OF MANHATTAN BEACH ("CMB"), a municipal corporation organized under the laws of the State of California with its principal offices at 1400 Highland Avenue, Manhattan Beach, California 90266, and INTERNATIONAL MERCHANDISING CORPORATION, an Ohlo corporation, having its principal place of business at IMG Center, Suite 100, 1360 East 9th Street, Cleveland, Ohio 44114-1782 ("IMC"), a wholly-owned subsidiary of IMG Worldwide, Inc. ("IMG") and USA VOLLEYBALL ("USAV", and together with IMG, hereinafter referred to as "Organizer"), a Colorado not-for-profit corporation, having its principal place of business at 715 South Circle Drive, Colorado Springs, Colorado 80910.

WITNESSETH

WHEREAS, Since 1960 CMB has conducted an annual amateur and professional beach volleyball event entitled "The Manhattan Beach Open" (the "MBO") and is the owner of the title "Manhattan Beach Open":

WHEREAS, Organizer manages an annual schedule of volleyball events showcasing elite pro volleyball players herein referred to as the Beach Championship Series ("BC Series"); and

WHEREAS, CMB and Organizer wish to work together on the MBO (separately and/or as part of the BC Series) in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set forth, and intending to be legally bound, the parties agree as follows:

I. THE MANHATTAN BEACH OPEN

During the Term of this Agreement (defined below), CMB authorizes the Organizer to conduct the annual MBO, the dates of which will be selected by Organizer in consultation with CMB. This year's MBO will be held during the period August 26 through August 28, 2011, with the Qualifier being held on Thursday, August 25, 2011.

A) The agreed upon format for the MBO will be a Pro-Amateur format including both Men's and Women's Divisions with amateur qualifying rounds being played for entry into the professional rounds of the MBO. The playing rules for the MBO will be Fédération International de Volleyball ("FIVB") international rules. The MBO will be a 64 team draw, and CMB will use USAV Tournament Rules in the conduct of the MBO. The Organizer will have the right to save no less than 32 and up to 48 seeded spots for men and 24 seeded spots for women for Organizer entries.

B) The title of the MBO is "The Manhattan Beach Open"; however, permission has been granted to the Organizer (if it elects) to insert a USAV sponsor into the title naming it "The Manhattan Beach Open presented by (SPONSOR)." All public identification of or reference to the MBO will be made in the following manner: "The Manhattan Beach Open" presented by (SPONSOR)." In addition, the reference to the domestic pro beach volleyball tour, Beach Championship Series may be referenced as part of the Manhattan Beach Open. Organizer specifically acknowledges and agrees that it will not release any information about the MBO to the public which refers to the MBO solely as "The [Primary Sponsor Name] Open." Notwithstanding the foregoing, Organizer will have the right to include one or more "Presented By" sponsors as part of the official title of the MBO so long as the "Presented By" title(s) appear after the words "Manhattan Beach Open" (i.e., The Manhattan Beach Open Presented by [Presented By Sponsor] and [Primary Sponsor]).

C) The CMB will not sponsor any other men's or women's volleyball event(s) paying more than \$20,000 in prize money (or other benefits equaling more than \$20,000 in value) within thirty (30) days before or after the MBO, unless approved in writing by Organizer.

D) Subject to obtaining required permits, the Organizer may use bleachers for the center court, outside courts and seating on the pier and the pier head provided that the aggregate of bleachers in connection with MBO will not exceed a total of 4,500 seats, of which the center court bleachers will not exceed 3,500 seats.

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Subject to the approval of the Department of Public Works, additional seating, not to exceed 1,000 seats, may be placed around the outside courts. In addition, subject to the approval of the Department of Public Works, Organizer will have the right to have additional bleacher seating (which will not be included in the 4,500 seats on the beach): (i) on the pier behind the center court endzone bleachers up to 90'; and (ii) on the pier head adjacent to the lifeguard tower (provided that access ways to and from the pier and beach are not obstructed). In connection with the preceding two sentences and

E) All amplified sound speakers will be placed facing to the west.

F) All food vendors must be local businesses within the City of Manhattan Beach

G) No admission may be charged for more than 25% of the center court bleachers or such other limit as set by the CMB Locai Coastal Plan.

H) Suite tents and VIP seating will be provided by the Organizer as follows: (i) center sideline and or endzone court elevated Suite tents; (ii) VIP reserved seating along one sideline for VIP's, corporate sponsors, etc. All other seating will be available to the public. Any additional center court Suite/VIP tents and/or seating will be subject to CMB approval.

I) Organizer shall reserve 30 front row seats for the CMB to use at its discretion.

J) The parties agree that all decisions of the CMB-appointed MBO event director will be final with respect to any issues that Involve compliance with the Agreement as well as any issues that directly or adversely impact the community. Said event director will consult with a designated representative of Organizer and it will be the goal of the parties to reach mutual agreement on matters of event operation.

II. CMB RESPONSIBILITIES

A) The CMB will permit the Organizer to conduct a Pro-Am Men's and Women's Two Person Volleyball Tournament;

B) The CMB will provide an event director to oversee and monitor the total operation of MBO especially in all matters pertaining to event liability and public safety.

C) The CMB will retain the right to conduct, if it desires, a pre-tournament qualifying round including non-Organizer players and retain the proceeds. However, the CMB will grant the Organizer permission to run these qualifying rounds and retain all the qualifying entry fees the Organizer will operate the qualifiers and take a minimum of eight (8) Men's teams and eight (8) Women's teams to play into the professional rounds of the MBO As part of whatever these teams may win as prizes for winning in the qualifying rounds, a USAV membership will be provided to them by USAV, it being acknowledged that all players must sign the standard player agreement in order to compete in the main draw of MBO.

E) The CMB will provide to the Organizer any CMB services required for the MBO such as police, fire, etc. Expenses incurred by the CMB for these services will be billed to the Organizer by the CMB at a fully-burdened rate (see Section III.G.).

F) The CMB will coordinate all necessary city, Los Angeles County and California Coastal Commission permits, including but not limited to permits for merchandise sales, as approved by city council, television cameras, and volleyball competition.

G) The CMB will provide on-site parking spaces for television coverage equipment, Organizer equipment trucks and personnel. The number of spaces will be 71, consisting of all of the north and south lower parking lot, except for 10 spaces in the north lower parking lot (excluding the handicap spaces). The CMB will also provide street parking on both sides on Manhattan Beach Boulevard below Ocean Drive. In addition, the CMB will close Manhattan Beach Boulevard west of Ocean Drive to bike and vehicular traffic as

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deemed necessary by public safety personnel, and CMB will cause all bike riders to walk their bikes on Manhattan Beach Boulevard, west of Manhattan Avenue.

H) The CMB will allow sponsors' display booths and will allow distribution of samples of their products during the MBO as long as such sampling does not include water (subject to agreement between CMB and LA County regarding approval of sales and sampling on the beach at the MBO), alcoholic and tobacco products and as long as such sampling is not in conflict with the restrictions detailed under Section IV. hereof. CMB will not prohibit display booths, sampling or sales of non-restricted products at the base of the pier and on the sand at the MBO.

I) The CMB will grant the right to the Organizer to set up a Food Court and Merchandise Fair (which will include the right to sample or sell merchandise and/or other items or services) made up of CMB and other merchants in compliance with the Los Angeles County Health Department codes and obtain permits as required.

J) The CMB will allow the use of portable bleachers and the placement of a video board on the base of the pier.

III. ORGANIZER RESPONSIBILITIES

A) Organizer will not organize, sponsor, promote or lend its name to any additional beach volleyball events with a prize purse of more than \$50,000 to be played on the same dates as the MBO.

B) Organizer will make its best efforts to guarantee the appearance of 15 of the top 20 available USAV Nationally Ranked teams (barring injury) to participate in the MBO.

C) For the 2011 tournament, bleacher load in may occur only on the Thursday prior to the week of the MBO. Bleachers and bleacher materials will be stored and secured under the Manhattan Beach Pier with green screen and fencing. Set up for the MBO in 2011 will begin on Monday, August 22, 2011. The MBO, including the Qualifier, will take place on Thursday, Friday, Saturday and Sunday of the agreed upon dates and breakdown will be completed by 6:00 p.m. on Wednesday, August 30, 2011.

The Organizer will provide, at its own expense, all event production including nets, sound equipment, volleyballs, scoreboards, announcer's platform, court siding, court lines, tents, booths, possible bleacher seating for up to 4,500 (not to exceed 3,500 In bleacher seating on center court), and no more than six (6) inflatables, Bleacher set-up must adhere to the 41.5 ft limit set by the Coastal Development Permit. The Organizer will transport the equipment to the site, set up said equipment in a cooperative and timely fashion, and at the close of the MBO take down and remove the equipment. A designated representative of Organizer must remain on-site during the entire tear-down process of the MBO. Said equipment is to be totally removed from the site by 6:00 p.m., Wednesday, August 31, 2011. CMB reserves the right to determine limits on the use of said equipment as it pertains to CMB ordinances and will enforce all for the protection of public health and safety. To ensure compliance with this date and time of removal, the Organizer will provide the CMB a \$10,000 security/clean-up deposit. The parties will meet "on site" Wednesday, August 31, 2011, at approximately 4:00 p.m. to determine if the site, to Include the beach and parking lots, has been reinstated to its original condition. The parties agree that based on reasonable expectations, the Organizer will henceforth rectify any outstanding "clean-up" deficiency. Site clean-up must include sifting, cleaning and leveling of beach sand to remove debris beneath the surface. If such deficiency is not rectified by the timelines set forth below, the Organizer will forfeit the amount shown.

Thursday, September 1, @ 2:00 PM \$3,000 plus City costs Friday, September 2, @ 2:00 PM \$3,000 additional (\$6,000 total) plus City costs Saturday, September 3 @ 5:00 PM Balance of \$10,000 (\$10,000 maximum)

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CMB will return the \$10,000 security/clean-up deposit or remaining amount thereof by Thursday, September 1, 2011. Deadline dates for future events shall be set by the parties relatively equivalent to the event date as these dates are to the MBO 2011.

E) The Organizer will provide all necessary funds, staff, equipment, and materials necessary to adequately promote and seek sponsorship for the MBO at no expense to CMB. Also, the Organizer will provide a designated representative to consult as necessary with the CMB director regarding all facets of event operation. Final decisions will be made by the CMB Director regarding compliance with the Agreement as well as any issues that directly and/or adversely impact the community.

F) The Organizer will provide on-site tournament staff to handle sponsor relations, television liaison, and player mediations.

G) The Organizer will reimburse the CMB for all its direct "In-house" services for the current year's event. An estimate of these costs, which are currently projected to be Sixty Thousand United States Dollars (US\$60,000), will be paid to CMB 30 days in advance of MBO. Actual City departmental costs will be itemized and billed to the Organizer upon completion of the MBO. An additional \$10,000 cleaning deposit is required (see Section III.C) and is fully refundable upon event clean-up.

H) The Organizer will pay for any permits required from the County of Los Angeles and any direct cost of required permits, other than processing fees for City permits.

I) The Organizer will provide for a traffic control plan consistent with the Coastal Commission regulations for the MBO.

J) The Organizer, at its expense, will provide for adequate trash removal. It will be responsible for making arrangements with the proper City of Manhattan Beach waste contractor for trash containers to be placed at the proper beach location at least one day prior to MBO and removed by the next morning following the completion of MBO.

K) Unless otherwise expressly specified herein, the foregoing responsibilities of the Organizer will be discharged at the expense of Organizer.

L) Organizer shall pay the expenses incurred by the CMB for these city services at a fullyburdened rate (see Section III.G.). All parking expenses will be paid by the Organizer.

M) The Organizer will provide adequate access to MBO, including to designated parking spaces, for people with disabilities satisfactorily to the CMB.

N) Organizer shall pay CMB \$2,000 for CMB-appointed MBO event director's services in connection with the MBO.

IV. MERCHANDISING, SPONSORSHIP AND LICENSING RIGHTS

A) CMB grants to the Organizer a temporary exclusive license to the MBO consistent with the term of this Agreement which will include, without limitation, all merchandlsing of the MBO plus the right to obtain sponsors and advertisers, to produce and sell television, digital and new media programming, as well as to produce and sell MBO merchandise.

B) Organizer will be allowed to solicit potential sponsors and contract with sponsors for sponsor exposure at the MBO so long as the following guidelines are observed:

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- No sponsor will be solicited or accepted who manufactures, markets or are identified in any way with a feminine hygiene product, any disease control products or any product or service considered illegal under the laws of the United States or the State of California.
- 2) No sponsor will be solicited or accepted who produces any form of sexually related film or product or any and all products not deemed by the CMB to be acceptable to public sensibilities or morals.
- No sponsor will be solicited or accepted who produces any form of tobacco products.
- 4) These guidelines are not intended to exclude as sponsors those that are manufacturers of or distributors of distilled spirits, wines, wine products, beer or fast foods.

C) CMB will allow sign exposure areas at the MBO for sponsors, including but not limited to customary court banners, booths, hospitality areas and bleacher banners. In addition, Organizer will have the right to have signage on the railings on the south side of the pier and on the railings along the bike path in the area of the MBO. Further, CMB will allow vehicles (e.g., official sponsor vehicles, watercraft, etc.) on the sand in connection with the MBO.

V. PROMOTION OF THE MBO

A) Organizer will provide all funds, staff, equipment, and materials necessary to adequately promote and advertise the MBO. CMB will assume no advertising obligation except as specifically provided herein; however, it will promote the MBO as in the past years by cooperating with the press and agreeing to place posters in city-approved locations and assisting in the placement of street and pole banners. Organizer will provide all publicity and promotional materials.

B) The CMB will permit the Organizer to advertise and promote the MBO within the CMB for a minimum of four (4) weeks prior to the tournament. This commitment will include the following:

- Organizer will be entitled to have exclusive access to specific locations subject to approval by CMB for street banners commencing 30 days prior to the MBO.
 A list of specific locations will be submitted to CMB at least ninety days prior to the MBO.
- 2) Organizer will have the exclusive right to hang pole banners in specific locations subject to approval by (two weeks prior to the MBO). A list of specific locations will be submitted to CMB at least ninety days prior to the MBO.
- 3) All street and pole banner designs must be approved by the CMB. Organizer will be responsible for the costs of hanging and removing all such banners; provided, however, that CMB will not charge any permit fees in connection with such banners.
- 4) Organizer will have the right to distribute store front posters for the downtown businesses. The Organizer will be prohibited from placing any posters on any City property. In addition, the Organizer will be prohibited from handing out fliers, posters, index cards, and any other promotional material in the downtown area. In return, to the full extent allowed by law, the City will prohibit other non-event sponsors of the Organizer from distributing product or promotional literature in the downtown area. In addition, Organizer will have the right to issue local newspaper releases.

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C) All support and point-of-purchase materials will list the MBO and all event posters, countercards and schedules will mention the CMB.

E) CMB will acknowledge Organizer in any local television programming that highlights upcoming events.

F) CMB will give the BC Series and the MBO preferred placement on its web site, if possible.

VI. MEDIA AND DISTRIBUTION

Organizer will have the exclusive right to solicit and negotiate all radio, film, digital, and television broadcast agreements.

A live broadcast by the sponsor radio station and filming of the MBO will be allowed at the MBO. All radio broadcast and/or filming set-ups are to be approved and licensed by the proper city representatives who will be available and on hand at the time of set up. Approval will take into account the desire of the parties to allow a first quality broadcast and the technical needs of the broadcasters.

B) Organizer will provide a DVD and digital "line cut" of the finished content and edit of the MBO broadcast and web cast, ,within one (1) month (or as soon as available).

C) CMB and Organizer will own all rights to all radio, photo, digital content, and television product of the MBO. CMB will be afforded the right to use said digital, photo and television productions as long as they are used for non-commercial purposes such as historical documentation and promotion of the MBO. Organizer agrees that all such usage of content from the MBO will be complimentary and positive to the CMB, the MBO and the citizens of CMB. In all cases, CMB has the right to review and approve all such usage of content generated by the MBO during the term (approval of such usage not to be unreasonably withheld).

D) CMB and Organizer will share all revenues generated by the monetization of the MBO content consistent with the terms of this Agreement as set forth in Article VIII or a mutually agreed upon In the event the Agreement is terminated.

VII. MBO MERCHANDISE

A) CMB will not prohibit the sale of BC Series or MBO-related or event merchandise, BC Series sponsor apparel, or volleyballs at the base of the pier or on the sand.

B) The MBO-specific apparel and non-consumable souvenir merchandise will be developed by Organizer in association with CMB. The Organizer will have the exclusive right to create, market and license said MBO-specific merchandise. All MBO-specific merchandise will comply with the title requirements set forth herein and as follows:

- 1) Sales and distribution of the MBO-specific merchandise plan shall be subject to approval by the CMB.
- 2) CMB shall have input and approval of all designs and products SKU's.
- Organizer to provide a list of product SKU's for approval by CMB, including but not limited to t-shirts, sweatshirts, hats, shorts, volleyballs, toys, equipment, etc.
- 4) Fifty percent (50%) of net proceeds of MBO-specific merchandise and BC Series merchandise to CMB for all on-the-beach sales and any sales within the surrounding precincts of the MBO venue including kiosks in the downtown area and pier head. during the MBO. Net proceeds are defined as revenues minus direct expenses to the design, manufacturing and sales and distribution of the

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merchandise. CMB will have the right to review receipts and expenses related to the design, production and sales of MBO-specific merchandise,

5) Fifty percent (50%) of net proceeds of MBO-specific merchandlse to CMB for all sales of MBO merchandise through any digital or brick and mortar retail outlet or otherwise.

C) No other consumables or non-consumables will be sold or given away at the site except as specified in this Agreement or as approved in writing by the CMB.

VIII. MBO REVENUES

A) Organizer and the CMB will share in net revenues created by the MBO after approved tournament expenses. MBO revenue streams will include television and internet rights, radio, photo, digital content, sponsorship, licensing, suite and ticket sales, food and beverage, etc. Specific tournament expenses will be clearly outlined in mutually approved Tournament Operating Budget.

B) Net profit determined to be all revenue remaining after deducting the Operating Expenses from the Gross Profit/Revenue.

C) The net profit share will be seventy-five percent (75%) to the Organizer and twenty-five percent (25%) to CMB.

Define A) Gross and B) Net profit for clarity/consistency. Provide a sample spreadsheet for on-site and off-site sales.

IX. PRIZE MONEY

It is understood by the parties that Organizer will provide for a minimum One Hundred Thousand United States Dollars (US\$100,000) prize money for each of the Men's and Women's Open Divisions.

X. <u>TERM</u>

This Agreement will be effective for a period of three (3) years commencing with the 2011 Manhattan Beach Open and extend through the 2013 Manhattan Beach Open.

XI. FORCE MAJEURE

If in any year during the Term hereof an entire MBO cannot take place as planned due to inclement weather or other force majeure outside the parties' reasonable control, such failure to hold the affected MBO on its originally scheduled date will not be treated as a breach of this Agreement by either party and each party will use their commercially reasonable efforts to reschedule the MBO on a mutually agreeable date. If no substitute date is set within ninety (90) days of the force majeure event: (i) each party will be responsible for its own expenses with respect to the affected MBO; and (ii) both parties will have no further obligations to each other with regard to the affected MBO.

XII. DEFAULT: REMEDIES

A) The following events will constitute an event of default ("Event of Default") under this Agreement regardless of whether any such event is voluntary or involuntary or results from the operation of applicable laws, rules or regulations or is pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:

 either party makes any material misrepresentation or materially breaches any warranty made herein and fails to cure such breach within fourteen (14) days of its receipt of the written notice of such breach provided such breach is curable;

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- either party commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or will make a general assignment for the benefit of creditors, or will have an involuntary case or other proceeding instituted against it seeking similar relief; or
- (iii) either party otherwise fails to perform or observe any other material covenant or material condition set forth herein and such failure continues unremedied for a period of fourteen (14) days after the receipt of written notice thereof from the non-defaulting party outlining the default and method of cure.

B) Upon the occurrence of an Event of Default, and at any time thereafter so long as the same is continuing, the non-defaulting party may declare, at its option, this Agreement to be in default and: (i) may immediately terminate this Agreement without any liability whatsoever other than liabilities accrued to such date by giving the defaulting party written notice of termination; (ii) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof; (iii) may exercise any other right or remedy available to it under law or in equity; or (iv) may seek any permitted combination of such remedies. No remedy is intended to be exclusive, but each will be cumulative and the exercise of any such remedy will not preclude the simultaneous or later exercise of any other remedy.

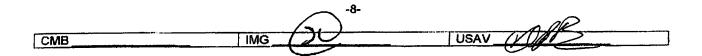
XIII. REPRESENTATIONS AND WARRANTIES

A) CMB represents and warrants to each of USAV and IMG that: (I) CMB has the full right and authority to enter into and perform its obligations under this Agreement; (ii) the naming, media and licensing rights of the "Manhattan Beach Open" granted to USAV and IMG are owned by CMB and it is CMB's good faith belief that the use of such rights by Organizer will not violate the rights of any third party and the full right to exercise the same have in no way been limited, diminished, or impaired, notwithstanding the AVP Pro Volleyball Tour Inc.'s purported registration of the trademark in January 13, 2009; and (iii) the execution, delivery and performance of this Agreement will not violate the provision of any agreement to which CMB is a party or by which it is bound.

B) USAV and IMG each represent and warrant to CMB that: (i) they have the full right and authority to enter into and perform their obligations under this Agreement; (ii) the rights granted to CMB hereunder will not violate the rights of any third party and the full right to exercise the same have in no way been limited, diminished, or impaired; (iii) the execution, delivery and performance of this Agreement will not violate the provision of any agreement to which either is a party or by which they may be bound and (iv) they are fully aware of the AVP Pro Volleyball Tour Inc.'s purported registration of the Manhattan Beach Open trademark. Should any purported registration of the MBO trademark affect either party's ability to fulfill its duties and deliverables as outlined in this Agreement, both parties agree that such inability to fulfill such duties and deliverables will not be considered a material breach of this Agreement and will be remedied by mutual agreement reached through the on-going discussions between the Organizers and the CMB's MBO Sub-Committee.

XIV. USE OF TRADEMARKS OR SERVICE MARKS

CMB hereby grants a limited license to the USAV and IMG, for the 2011 through 2013 MBOs only, to use the name "Manhattan Beach Open." CMB expressly reserves to itself all other rights to use the name "Manhattan Beach Open" which the parties hereto acknowledge is the sole property of CMB. Except as expressly provided herein, no party will have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s), or other Identification of the other party without its prior written consent.



XV. CONTINGENCIES

This Agreement is contingent upon Issuance by CMB of all necessary governmental approvals, including but not limited, to all required City of Manhattan Beach and Los Angeles County, or Coastal Commission (if any) approvals and environmental review (if any) required under the California Environmental Quality Act ("CEQA").

XVI. INSURANCE

A) <u>Commencement</u>. Organizer will not commence activities under this Agreement until it has obtained insurance as approved by CMB: Before beginning any activities hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, USAV and IMG will have and maintain in place, all of the insurance coverages required by this Section XVI. USAV's and IMG's insurance will comply with all items specified by this Agreement. Any subcontractors of USAV or IMG will be subject to all of the requirements of this Section XVI. and USAV and IMG will be responsible for obtaining evidence of insurance from each subcontractor and provide it to CMB before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder will be issued by insurers authorized to do business in the State of California.

B) <u>Coverages, Limits and Policy Regultements</u>. IMG and USAV will each maintain the types of coverages and limits indicated below:

1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CMB. The limit for all coverages under this policy will be no less than Two Million Dollars (\$2,000,000.00) per occurrence. CMB, its employees, officials and agents, will be added as additional insureds by endorsement to the policy. The insurer will provide the CMB with a certificate evidencing such insurance and such certificate will state that the insurer will not cancel or materially modify such insurance policies with notice to be delivered in accordance with the policy provisions for any cancellation, non-renewal or material change in coverage. The policy will contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CMB. In the event the policy contains such an "other insurance" clause, the policy will be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all 2) coverages provided by and to the extent afforded by Insurance Services Office form CA 0001. ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CMB. The limit for bodlly injury and property damage liability will be no less than one million dollars (\$1,000,000) per accident. CMB, its employees, officials and agents, will be added as additional insureds by endorsement to the policy. The insurer will provide the CMB with a certificate evidencing such insurance and such certificate will state that the insurer will not cancel or materially modify such insurance policles with notice to be delivered in accordance with the policy provisions of any cancellation, non-renewal or material change in coverage. The policy will contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CMB. In the event the policy contains such an "other insurance" clause, the policy will be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement. Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

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3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employer's Llability Insurance with a minimum limit of not less than one million dollars (\$1,000,000) per claim. The policy will contain, or be endorsed to include, a waiver of subrogation in favor of CMB.

D) <u>Additional Requirements</u>. The procuring of such required policies of insurance will not be construed to limit the liability of USAV or IMG hereunder, or to fulfill the indemnification provisions and requirements of this Agreement. There will be no recourse against CMB for payment of premiums or other amounts with respect thereto. CMB will notify USAV and IMG in writing of changes in the Insurance requirements. If USAV and IMG do not deposit certificates evidencing acceptable insurance coverage policies with CMB incorporating such changes within sixty (60) days of receipt of such notice, USAC and IMG will be deemed in default hereunder. Any deductibles or self-insured retentions must be declared to and approved by CMB.

D) <u>Verification of Compliance</u>. USAV and IMG will furnish CMB with certificates evidencing coverage required by this Agreement.

XVII. INDEMNIFICATION

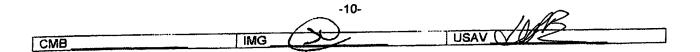
Each of USAV and IMG agree to indemnify, defend, and hold harmless CMB and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of, this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CMB, by IMG or USAV, Organizer's agents, officers, employees, subcontractors, or independent contractor(s) hired by Organizer, including, but not limited to, any legal action challenging the validity of the MBO or the permits therefore. This indemnity will apply to all claims and ilability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by USAV and IMG.

CMB agrees to indemnify, defend, and hold harmless USAV and IMG and the respective elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of, this Agreement by CMB, CMB's agents, officers, employees, subcontractors, or independent contractor(s) hired by CMB, including, but not limited to, any legal action by a third party against the use by Organizer of the name "Manhattan Beach Open" or legal action challenging the validity of the MBO or the permits therefore. This indemnity will apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CMB.

XVIII. INDEPENDENT CONTRACTOR/POLICE POWER

CMB, USAV and IMG will each be and act as independent contractors. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way other than as authorized by this Agreement. Nothing in this Agreement will be construed to create a joint venture between the parties hereto or to obligate any other party for debts or obligations incurred by the other party in the performance of this Agreement.

Nothing in this Agreement shall be construed as a limitation on the CMB's exercise of its police power, including, but not limited to, the exercise of its discretion in consideration of any permit application required for the event contemplated by this Agreement.



XIX. FAILURE TO OBJECT NOT A WAIVER

The failure of any party to this Agreement to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof will not be construed as a waiver thereof, nor of any future breach of subsequent wrongful conduct.

XX. NOTICES

All notices required or permitted hereunder will be deemed duly given on the date sent by certified mail, postage prepaid, addressed to the parties as follows:

If to IMG:	International Merchandising Corporation 12400 Wilshire Boulevard, Suite 800		
	Los Angeles, CA 90025		
	Attn.: James Leitz		
	Telephone: 424-653-1873/ Facsimile: 310 909-5901		

- If to USAV: USA Volleyball 715 South Circle Drive Colorado Springs, Colorado 80910
- If to CMB: City of Manhattan Beach 1400 Highland Avenue Manhattan Beach, California 90266 ATTN: City Clerk cc: Richard Gill

XXI. LIMITATION ON ASSIGNMENT

A) The rights and obligations under this Agreement may be assigned or delegated by the parties hereto only with the prior written consent of the other party. Any attempted assignment or delegation, without the prior written consent of the other party will be voidable at the discretion of the non-assigning party.

B) This Agreement and all of the terms and provisions hereof will be binding upon and will insure to the benefit of the parties hereto and their respective successors and assigns.

XXII. APPROVAL

Whenever approval, consent, information, or data is herein required of either or both parties, the same will not be unreasonably or arbitrarily delayed or withheld.

XXIII. COMPLIANCE WITH THE LAW

Should it be determined that this Agreement or any provision hereof violates any federal, state, or local law or regulation, then the partles will promptly modify this Agreement to the extent necessary to bring about compliance with such law and/or regulation; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it will be deemed cancelled by mutual agreement of the parties and neither party will have any further obligations or liabliities with respect to this Agreement.

XXXIV. SURVIVAL

In the event that this Agreement is terminated for any reason during the term, Sections VI, VII, VIII and Section XVII will survive the termination of this agreement in perpetulty.

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XXV. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings or agreements in regard hereto. This Agreement cannot be altered or modified except by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the partles hereto have executed this Agreement as of the date first written above.

CITY OF MANHATTAN BEACH

By:	
Name:	
Title:	
Date:	

INTERNATIONAL MERCHANDISING CORPORATION

By: Name 76-75 50 451 Title: Sur 7 Date: 0

USA VOLLEYBALL

By Name: Title: 7011 UNE ス Date:

APPROVED AS TO FORM:_ City Attorney

1 USAV IMG CMB

Manhattan Beach Open Merchandise Revenue Share		
Section VII. MBO Merchandise	Onsite	Offsite
VII. B) 4 & 5 - Merchandise	50% / 50% *	50% / 50% *

* means % of net proceeds of MBO specific merchandise (which may include but not limited to hats, frisbees, t-shirts, shorts, etc.) sold on the events site and within the retailers, kiosks in downtown area.

Manhattan Beach Ope	n Event Revenue Share
Section VIII MBO Event Revenue	Onsite
VIII. A, B & C Event	25% MBO** / 75% Organizer**
** net revenues from the event including tv & intern merchandising, suite sales, ticket sales***,food and l approved direct tournament expenses.	net rights fees, sponsorship, licensing, beverage sales, tec., minus all mutually pre-

*** ticket sales - not to exceed 25% of seating in order to be compliant with CMB requirements.

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CMB	IMG	
		USAV
		USAV

RESOLUTION NO. 6314

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, APPROVING A COASTAL DEVELOPMENT PERMIT FOR THE 2011 MANHATTAN BEACH OPEN ON THE PROPERTY LOCATED AT THE SOUTH SIDE OF THE MANHATTAN BEACH PIER IN THE CITY OF MANHATTAN BEACH (USA Volleyball)

THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Manhattan Beach hereby makes the following

- A. The City Council conducted a public hearing on the proposed coastal development permit, and testimony was invited and received, on June 7, 2011.
- B. The applicant for the coastal development permit is USA Volleyball.

findings:

- C. The City Council, at its regular meeting of June 7, 2011, approved a temporary use permit/program for the 2011 Manhattan Beach Open volleyball tournament and an agreement with the USA Volleyball to partner with the City of Manhattan Beach to produce the event during the period of August 26 - 28, 2011.
- D. A coastal development permit application (CA 11-06) was also submitted by USA Volleyball to allow temporary spectator bleachers and related structures seating 3,000 people for a single 11day period (including setup and breakdown) for the 2011 Manhattan Beach Open.
- E. The proposal includes a stadium with VIP areas at the west and south sides, and bleacher seating located on a portion of the Manhattan Beach Pier. A maximum of 25% paid seating is proposed for the stadium.
- F. The Project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Section pursuant to Sections 15304(e) "Minor Alterations to Land", 15311(c) "Accessory Structures", and 15323 "Normal Operations of Facilities for Public Gatherings".
- G. The project will not individually nor cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.
- H. The project, as conditioned herein, is in accordance with the objectives and policies of the Manhattan Beach Coastal Program, as follows:
 - a) The proposed temporary bleacher structures comply with the applicable standards of the Manhattan Beach Coastal Zone Zoning Code.
 - b) The structures shall not obstruct accessways within the coastal zone. While they will occupy some space on the beach, access from the Strand, bike path, and pier to the coastline and surrounding beach area shall remain available.
 - c) Any displacement of normal views or use of the space shall be temporary for the period allowed by the proposed permit.
 - d) Installation and use of the bleachers and related structures shall be subject to the restrictions (timing, shuttle, signs, trash, etc.) of the City's tournament agreement with USA Volleyball.

 This Resolution upon its effectiveness constitutes the Coastal Development Permit for the 2011 Manhattan Beach Open volleyball tournament, that conforms to the description and conditions provided herein.

SECTION 2. The City Council of the City of Manhattan Beach hereby approves the proposed Coastal Development Permit for temporary bleachers and related structures for 3,000 spectators at the 2011 Manhattan Beach Open volleyball tournament during the period of August 26-28, 2010, subject to the following conditions:

- 1. The project shall be in substantial conformance with the plans submitted to, and approved by the City Council for the 2011 Manhattan Beach Open, on June 7, 2011.
- 2. The project shall conform to the city-approved Agreement with USA Volleyball for the 2011 Manhattan Beach Open.
- 3. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the City Council.
- Inspections. The Community Development Department Staff shall be allowed to inspect the site and the development during construction subject to 24-hour advance notice.
- 5. Effective Date. This Resolution shall become effective when all time limits for appeal as set forth in MBMC Section 10.100.030, and the City of Manhattan Beach Local Coastal Program Implementation Program Section A.96.160 have expired; and, following the subsequent Coastal Commission appeal period (if applicable) which is 10 working days following notification of final local action.
- The subject Coastal Development Permit will be implemented in conformance with all provisions and policies of the Certified Manhattan Beach Local Coastal Program (LCP) and all applicable development regulations of the LCP - Implementation Program.
- 7. Pursuant to Public Resources Code section 21089(b) and Fish and Game Code section 711.4(c), the project is not operative, vested or final until the required filing fees are paid.
- 8. The applicant agrees, as a condition of approval of this project, to pay for all reasonable legal and expert fees and expenses of the City of Manhattan Beach, in defending any legal actions associated with the approval of this project brought against the City. In the event such a legal action is filed against the project, the City shall estimate its expenses for the litigation. Applicant shall deposit said amount with the City or enter into an agreement with the City to pay such expenses as they become due.
- 9. All structures associated with the project shall be limited to 41.5 feet in height.
- 10. The general public shall be provided with free public access to viewing and seating areas within the event area. USA Volleyball shall post clearly legible signs to designate at least 75% of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) that is reserved for the general public for free on a first-come, first-served basis. The signs, at least two square feet in area, shall state "Free Admission Area". The remaining 25% (or less) of the total seating capacity at each court (including bleachers sand areas and viewing platforms/risers surrounding each court) may be paid seating, or reserved for preferred Beach Club/VIP seating and/or access. The applicant is permitted to collect fees to access the preferred seating areas. On Saturday and Sunday of the tournament, the applicant shall count and record the number of Beach Club members and VIP's within the event area, and shall provide the City and the Coastal Commission with the data within 1 month of the end of the tournament.

- t1. USA Volleyball shall implement a traffic and parking management plan and free beach shuttle bus plan. The traffic plan shall address Handicapped Parking including: All existing handicapped (HC) parking spaced in the upper and lower pier parking lots, and lower pier parking lots, and along Manhattan Beach Boulevard, are reserved for use by persons with vehicles displaying valid handicapped placards; and vehicles associated with the applicant or the event shall not reserve or occupy any handicapped parking spaces unless such vehicle displays a valid handicapped placard.
- 12. Commencing on the Monday prior to the tournament, and continuing through the Wednesday following the tournament, USA Volleyball shall be permitted exclusive use of only the two lower pier parking lots located at the base of the Manhattan Beach State Pier (71) stalls not including HC stalls). All public parking spaces within the upper pier parking lots shall be reserved for the general public on a first-come, first served basis (54 stalls including HC stalls)
- 13. On Saturday and Sunday of the tournament, USA Volleyball shall provide the <u>free</u> remote parking supply at the Northrop Grumman parking lot for the general public (i.e., beachgoers, event spectators and USA Volleyball guests). USA Volleyball shall monitor and record the number of persons and cars using the remote parking lot on each day and provide the City and the Commission with the data within 1 month of the tournament end.
- 14. On Saturday and Sunday of the tournament, USA Volleyball shall provide a <u>free</u> shuttle bus service to transport people (i.e., beachgoers, event spectators and USA Volleyball guests) between the remote parking lot (Northrop Grumman parking lot) and the downtown drop-off point (Von's Supermarket). At least two shuttle buses, each holding at least fifty persons, shall run continuously between the drop-off point and the remote parking lot each day between the hours of 7 a.m. to 7 p.m. One or both of the shuttle buses shall accommodate wheelchairs and handicapped persons. The "headway" time between shuttle service pick-ups shall be not more than fifteen (15) minutes.
- 15. Commencing on Tuesday prior to the tournament, USA Volleyball shall provide conspicuously posted on-street informational signs and banners to direct visitors to the free remote parking lot and inform them of the free beach shuttle bus stops. The signs and banners shall also inform the public of the availability of a free bus shuttle for both event spectators and the general public. No fewer than ten informational signs shall be placed along major intersections leading into the City (i.e. I-405 Inglewood exit, Manhattan Beach Boulevard, Highland Avenue, Manhattan Avenue, Valley Drive, Ardmore Avenue, and Aviation Boulevard). The signs and banners shall be no smaller than 2'X3'. All signage shall be retrieved and properly removed on Monday following the tournament.
- 16. Commencing on Tuesday prior to the tournament, USA Volleyball shall provide no fewer than eight radio announcements and three newspaper advertisements within the Los Angeles County area informing the public of the service. These stations shall represent all diverse ethnic and cultural Los Angeles radio markets and shall include Spanish language, youth and news stations. The applicant shall provide copies of each print advertisement to the City and the Coastal Commission within one month of the tournament end.
- 17. The event shall not interfere with the public's access to and use of the Manhattan Beach Pier. Pedestrian access to and from the pier shall remain open and unobstructed at all times. A safe level pathway with a minimum clear width of 4 feet shall be maintained between the pier and any bleacher or other obstructions. No tents, vehicles (except for emergency vehicles), fences, barriers or other similar structures shall be placed in the pier. If authorized by the City of Manhattan Beach Fire Department and the California Department of Parks and Recreation, the applicant may erect one set of bleachers on the pier, with a seating capacity not to exceed 250 persons. The applicant shall monitor the pier in order to prevent any unpermitted encroachments by event sponsors and vendors.
- 18. The event shall not interfere with the public's use of the bicycle path and The Strand, a public

walkway that parallels the beach. The bicycle path and The Strand shall remain open and unobstructed. No fences, vehicles, materials or structures shall be parked or placed on the bicycle path or The Strand. The applicant shall monitor The Strand and bicycle path in order to prevent any encroachments by event sponsors and vendors.

- 19. The proposed event, and all associated development, shall not encroach any closer to the shoreline than fifty feet (50'), measured from the highest water mark.
- 20. By acceptance of this coastal development permit, the applicant agrees to remove and legally dispose of all trash, waste, oil, grease, and other materials that may be deposited on-site incidental to the volleyball tournament, associated activities, and the general public's use of the event site, pier and adjacent parking facilities. Such clean-up and disposal shall be completed at the end of each day's activities.

SECTION 3. Pursuant to Government Code Section 65907 and Code of Civil Procedure Section 1094.6, any action or proceeding to attack, review, set aside, void or annul this decision, or concerning any of the proceedings, acts, or determinations taken, done or made prior to such decision or to determine the reasonableness, legality or validity of any condition attached to this decision shall not be maintained by any person unless the action or proceeding is commenced within 90 days of the date of this resolution and the City Council is served within 120 days of the date of this resolution. The City Clerk shall send a certified copy of this resolution to the applicant, and if any, the appellant at the address of said person set forth in the record of the proceedings and such mailing shall constitute the notice required by Code of Civil Procedure Section 1094.6.

<u>SECTION 4</u>. This resolution shall take effect immediately. The City Clerk shall make this resolution readily available for public inspection within thirty (30) days of the date this resolution is adopted.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED this 7th day of June, 2011.

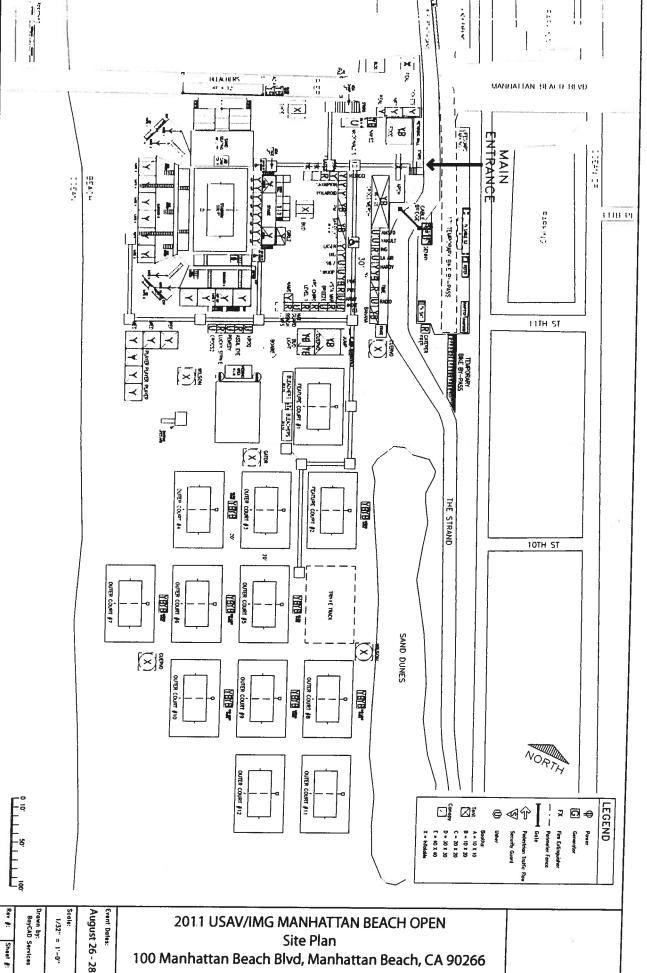
Ayes: Noes: Absent: Abstain:

Mayor, City of Manhattan Beach, California

ATTEST:

City Clerk

APPROVED AS TO FORM: By pld C



100 Manhattan Beach Blvd, Manhattan Beach, CA 90266

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ATTACHMENT C