

CONTRACT NUMBER 8335 (CCS)

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA MONICA,
THE SANTA MONICA MALIBU UNIFIED SCHOOL DISTRICT,
AND THE SANTA MONICA COMMUNITY COLLEGE DISTRICT

FOR

I-NET OPERATIONS

CONTENTS

ARTICLE I. RECITALS. 3

ARTICLE II. DEFINITIONS 4

ARTICLE III. TERM..... 5

ARTICLE IV. I-NET CONSTRUCTION 5

ARTICLE V. I-NET SITES..... 7

ARTICLE VI. PERMITTED USES..... 7

ARTICLE VII. OPERATION & MAINTENANCE 8

ARTICLE VIII. DAMAGE OR DESTRUCTION OR TAKING OF PROPERTY 10

ARTICLE IX. I-NET COMMITTEE..... 11

ARTICLE X. TERMINATION..... 12

ARTICLE XI. INDEMNIFICATION..... 12

ARTICLE XII. MISCELLANEOUS PROVISIONS..... 13

MOU BETWEEN
THE CITY OF SANTA MONICA,
THE SANTA MONICA MALIBU UNIFIED SCHOOL DISTRICT AND
THE SANTA MONICA COMMUNITY COLLEGE DISTRICT
FOR
I-NET OPERATIONS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 5th day of April, 2004, by and between the CITY OF SANTA MONICA, a municipal corporation and charter city existing under the laws of California ("CITY"); the SANTA MONICA MALIBU UNIFIED SCHOOL DISTRICT, a public school district organized pursuant to provisions of the California Education Code ("DISTRICT"); and the SANTA MONICA COMMUNITY COLLEGE DISTRICT, a community college district organized pursuant to the provisions of the California Education Code ("COLLEGE"): collectively Party or Parties.

ARTICLE I. RECITALS.

Section 1.01 The Parties enter into this Agreement with reference to the following facts, objectives, and understandings:

- A. This MOU is being entered into by the Parties in light of CITY's separate Cable Franchise Agreement with Adelphia Communications Corporation ("ADELPHIA") which also created an I-NET Agreement (Agreement No. 8114 (CCS), adopted May 28th, 2002), which is attached hereto as Exhibit A and incorporated herein by reference.
- B. The Parties intend to use the I-NET Agreement for designing, maintaining, and operating the I-NET. The Parties agree that they will comply with the terms and conditions of the I-NET Agreement and will do nothing to jeopardize the I-NET Agreement between the CITY and ADELPHIA.
- C. The I-NET, as contemplated by the Parties, will consist of a set of continuous fiber optic links that run from sites identified by the Parties to central hubs located at 1685 Main Street, 2500 Michigan Avenue, 1444 7th Street, 2101 Ocean Park Boulevard and 1302 19th Street in Santa Monica, California. This I-NET will be constructed as more particularly described in the I-NET Agreement, this MOU, and by mutual agreement between the Parties.

In consideration of the mutual terms, conditions and covenants herein contained, the Parties agree as follows:

ARTICLE II. DEFINITIONS

Section 2.01 "Commercial" means, without limitation, selling, taking orders for/or directing the selling, taking orders for or soliciting orders for goods, wares, merchandise, or services.

Section 2.02 "Demarcation Point" means the point at which a lateral line of fiber optic cable terminates at an I-NET Site.

Section 2.03 "I-NET Agreement" means the separate agreement entered into between CITY and ADELPHIA.

Section 2.04 "I-NET Committee" means an advisory committee comprised of representatives from the Parties to this MOU as more particularly described below.

Section 2.05 "I-NET Connection" means termination of dark fiber at a Demarcation Point in a manner that facilitates transmission of electronic information between and among all I-NET Sites.

Section 2.06 "I-NET Equipment" means equipment located at I-NET Hub Sites needed to operate the communications services on the I-NET Backbone Loop, as more particularly described in this MOU.

Section 2.07 "I-NET" means an Institutional Network that consists of fiber optic cables, patch panels and connectors that link I-NET Hub Sites and I-NET Lateral Sites that are connected to the I-NET by fiber optic cable.

Section 2.08 "I-NET Sites" means a designated CITY, SCHOOL DISTRICT, or COLLEGE DISTRICT building or building site as more specifically identified in the ("I-NET Site List") attached as Exhibit "B" and incorporated herein.

Section 2.09 "I-NET Hub Site" means the point where the fiber optic cable will terminate from an I-NET Lateral Site to a central control point located on the fiber optic Loop or Backbone. Currently the five designated I-NET Hub Sites are the CITY'S City Hall, CITY'S City Yards, CITY'S Fire Headquarters, CITY'S Fairview Branch Library and CITY's Fire Station #3.

Section 2.10 "I-NET Lateral Site" means the point where the fiber optic cable will terminate from an I-NET Hub Site to a facility not located on the fiber optic Backbone Loop.

Section 2.11 "I-NET Backbone Loop" means a set of fiber optic cable that forms a continuous path which connects to itself in the form of a ring.

Section 2.12 "Home Runs" means an uninterrupted run of cable from one point to another.

Section 2.13 "Outside Plant" means cable that is "outside" of the offices ADELPHIA.

Section 2.14 "Origination Access Point" means an I-NET Site that is used for originating broadcast quality video.

ARTICLE III. TERM

Section 3.01 The term of this MOU will coincide with the terms set forth in the ADELPHIA I-NET Agreement with CITY.

ARTICLE IV. I-NET CONSTRUCTION

Section 4.01 I-NET Connections. CITY has overseen the construction of the I-NET by ADELPHIA and I-NET Sites have been connected to an I-NET located within the public rights of way and easements in CITY's jurisdiction in a manner contemplated by the I-NET Agreement.

Section 4.02 I-NET Construction Costs

- A. The City shall be responsible for paying the actual construction costs for each I-NET Site pursuant to the I-NET Agreement with ADELPHIA.
- B. Each Party shall be responsible for paying the actual construction costs for any I-NET Site they wish to add after the initial construction of the I-NET pursuant to the I-NET Agreement between the CITY and ADELPHIA.

Section 4.03 Title to I-NET Equipment

A. Fiber Optic Cables

- 1. Pursuant to the I-NET Agreement, ADELPHIA will hold title to the fiber optic cables between the I-NET Hub Sites and I-NET Demarcation Points unless, as more particularly described in the I-NET Agreement, cable television services cease.
- 2. Should ADELPHIA cease cable television services, CITY will assume title over the fiber optic cables installed by ADELPHIA as set forth in the I-NET Agreement.

B. Routing and other Electronic Equipment.

1. Each Party shall have title to equipment only at I-NET Hub Sites they use and pay for.
2. Parties may choose to use one or more of the five I-NET Hub Sites for connecting their I-NET Lateral Sites to the I-NET Backbone Loop.
3. If they choose to use an I-NET Hub Site, they must contribute their pro rata share to the purchase and maintenance of the equipment at that I-NET Hub Site.
4. Should a Party choose to use an I-NET Hub Site at a subsequent time, they are responsible for reimbursing other Parties who have paid for I-NET Equipment at that I-NET Hub Site on a pro rata basis.
5. Should a Party choose to discontinue use of an I-NET Hub Site, they will not be reimbursed for any I-NET Equipment costs, but they will be relieved from having to pay their share of I-NET Equipment maintenance.
6. Each Party shall be solely responsible for I-NET Equipment at their I-NET Lateral Sites or equipment that they place in an I-NET Hub Site that is not shared by other Parties.
7. Should the Parties to this agreement agree to upgrade shared I-NET Equipment at an I-NET Hub Site or Hub Sites, all Parties shall be responsible for their one-third share of I-NET Equipment upgrade costs.
8. A Party shall not be bound to pay for I-NET Equipment upgrades if the I-NET Equipment is not used by that Party.

Section 4.04 Use of I-NET Fiber Optic Cables

- A. The three fiber optic cable pairs in the I-NET Backbone Loop connecting I-NET Hub Sites shall be used as follows
 1. CITY shall make one pair of fiber optic cable available for shared use by CITY, SCHOOLS and COLLEGE to be used to connect I-NET Equipment.
 2. CITY shall reserve two of the three pairs of fiber optic cable in the Backbone Loop and I-NET Hub Sites for its exclusive use, with the understanding that one of the two fiber optic cable pairs will be available as backup should the shared fiber optic cable pair become non-operational.
- B. The fiber optic cable pairs between an I-NET Hub Site and I-NET Lateral Site shall be used as follows

1. Each Party shall have full rights to use three pairs of fiber optic cable between an I-NET Hub Site and their I-NET Lateral Site.
2. City has exclusive use of a seventh single strand of fiber optic cable between an I-NET Hub Site and I-NET Lateral Site that has been set aside and labeled by ADELPHIA should one exist. These I-NET Sites are identified as Origination Access Points (“OAP”) in Exhibit “B”.

ARTICLE V. I-NET SITES

Section 5.01 Site Location.

- A. CITY sites. The twenty four CITY I-NET Sites are identified in the I-NET Site List.
- B. SCHOOL DISTRICT sites. The thirteen SCHOOL DISTRICT I-NET Sites are identified in the I-NET Site List.
- C. COLLEGE DISTRICT sites. The six COLLEGE DISTRICT I-NET Sites are identified in the I-NET Site List.

Section 5.02 Adjustments to Sites. The Parties may increase or decrease the number of I-NET Sites they wish to use by written amendment to this MOU. The cost or credit to the Parties resulting from changes in the number of I-NET Sites will be determined in accordance with this MOU. Any Party adding I-NET Sites will be solely responsible for installation and maintenance costs of such I-NET Sites.

ARTICLE VI. PERMITTED USES

Section 6.01 The Parties agree that use of the I-NET is governed by the I-NET Agreement.

- A. No Party shall undertake use of the I-NET which does not comply with the I-NET Agreement.
- B. Should a Party violate the use of the I-NET pursuant to the I-NET Agreement, that Party alone shall be liable for the penalties and or damages pursuant to the I-NET Agreement.

Section 6.02 The Parties agree that the I-NET will only be used for noncommercial purposes. The I-NET may not be used for commercial purposes.

Section 6.03 The Parties may use the I-NET for broadband voice, data and video applications so long as such activity is for noncommercial purposes.

Section 6.04 Should ADELPHIA transfer ownership of the I-NET to the CITY, then the CITY may determine the extent to which the I-NET may be used.

ARTICLE VII. OPERATION & MAINTENANCE

Section 7.01 Release of Liability. Each Party understands and acknowledges that CITY relies ADELPHIA to perform pursuant to the I-NET Agreement and if that company fails to do so, CITY will not be liable for any loss of communications, consequential damages, or any other matter resulting from such nonperformance.

Section 7.02 Generally

- A. Pursuant to the I-NET Agreement, ADELPHIA is responsible for maintaining the physical fiber optic cables up to and including, the I-NET Demarcation Points and I-NET Hub Sites.
- B. CITY is responsible for maintaining and operating all I-NET Equipment. Such I-NET Equipment will conform with the standards established pursuant to this MOU.
- C. Each Party is responsible for its equipment beyond the I-NET Demarcation Points.
- D. All maintenance on I-Net Equipment including hardware and software will be coordinated with all parties to insure minimal disruption in service.
- E. If an I-NET outage occurs during normal business hours it is to be reported to the City Help Desk by telephone.
- F. The City will provide all parties with an emergency contact list to report I-NET outages that occur during non-business hours (evenings, weekends and holidays).
- G. The City will respond to reported I-NET outages in a timely manner and will report the outage to ADELPHIA and work with ADELPHIA to restore services in a timely manner.
- H. I-NET Hub Sites will be equipped with uninterruptible power supplies (UPS) and backup power generators or enough battery life to power I-NET Equipment for a minimum of four continuous hours in the event of a power failure.

Section 7.03 Hub Sites

- A. CITY is responsible for managing equipment at I-NET Hub Sites. If needed, CITY will retain the services of an I-NET administrator to fulfill CITY's I-NET Hub Site management obligations. The selection of an I-NET administrator shall be approved by a majority vote of the I-NET Committee. The cost of services provided by an I-NET administrator shall be shared by all Parties on a pro rata basis, based on their use of I-NET Equipment.
- B. CITY is responsible for making monthly payments to ADELPHIA for maintenance of fiber optics pursuant to the I-NET Agreement.
- C. Each Party will pay to CITY a pro rata share of their fiber maintenance costs per the I-NET Agreement and calculated in the manner set forth below in Section 7.04.
- D. CITY is responsible for making annual payments to equipment manufacturer for maintenance of I-NET Equipment per this MOU.
- E. Each Party will pay to CITY a pro rata share of I-NET Equipment maintenance costs calculated in the manner set forth below in Section 7.04 as that Party uses the equipment.
- F. Each Party will make annual payments to CITY as reimbursement for paying maintenance for the fiber optics and I-NET Equipment. Payments will be paid to CITY within thirty (30) days of receiving an invoice from CITY.
- G. Should ADELPHIA transfer ownership of the I-NET to the CITY, CITY will continue to operate the I-NET Hub Sites and will also assume responsibility for the I-NET up to and including the Demarcation Points. The Parties will share the cost of such operations as set forth in this MOU.

Section 7.04 Costs.

- A. Each Party, except CITY, will pay its share of I-NET operating costs which includes I-NET fiber optic maintenance and I-NET Equipment maintenance to CITY in one annual payment in July of each fiscal year.
- B. A Party's share will be determined as follows
 - 1. For fiber optic maintenance, after adjusting for any change in the number of I-NET Sites owned by a Party, CITY will divide the actual annual maintenance costs pursuant to the I-NET Agreement by the total of all I-NET Sites to get an annual per I-NET Site cost. CITY will then multiply that cost by the number of I-NET Sites owned by a Party. That figure will be the amount owed by the Party to the CITY for annual I-NET fiber optic

maintenance.

- a. For purposes of illustration, not limitation, if the actual annual operating costs for the entire I-NET is \$100 and there are a total of ten I-NET Sites, then the cost per I-NET Site is \$10. If the SCHOOL DISTRICT used two of these I-NET Sites, it would pay CITY \$20; if the COLLEGE DISTRICT used one of these I-NET Sites, it would pay CITY \$10.
2. For I-NET Equipment maintenance, after adjusting for any change in the number of I-NET Hub Sites used by a Party, CITY will divide the actual annual maintenance costs due the equipment vendor by the total number of I-NET Hub Sites to get an annual per I-NET Hub Site cost. CITY will then divide that figure by three to determine the I-NET Hub Site cost per Party. CITY will then multiply that figure by the number of I-NET Hub Sites used by a Party. That figure will be the amount owed by the Party to CITY for annual I-NET Hub Site maintenance costs.
 - a. For purposes of illustration, not limitation, if the actual annual maintenance costs for all I-NET Equipment is \$1,500 and there are a total of five I-NET Hub Sites, then the cost per I-NET Hub Site is \$300 and the cost per Party is \$100. If the SCHOOL DISTRICT used two of these I-NET Hub Sites, it would pay CITY \$200; if the COLLEGE DISTRICT used one of these I-NET Hub Sites, it would pay CITY \$100.
3. Any costs associated with upgrade or replacement of I-NET Equipment will be shared between the Parties as set forth in Section 7.04B.

Section 7.05 Invoices. All invoices will be sent by CITY to the SCHOOL DISTRICT and COLLEGE DISTRICT and addressed to representatives at the addresses provided in Section 12.04.

Section 7.06 Place of Payment. All payments provided herein will be paid to CITY at the address provided in Section 12.04.

ARTICLE VIII. DAMAGE OR DESTRUCTION OR TAKING OF PROPERTY

Section 8.01 Fiber Optic Cabling.

- A. Pursuant to the I-NET Agreement, if any portion of the I-NET up to, but not including, the I-NET Demarcation Points, is cut or destroyed, ADELPHIA will replace or repair the I-NET promptly as long as the Party continues to pay maintenance.

- B. Should it be determined that a Party is at fault for damage or destruction of the fiber, that Party will be responsible for the cost of all fiber optic materials, splicing and labor costs.

Section 8.02 I-NET Equipment.

- A. Should any part of the I-NET Equipment be destroyed or damaged, through no fault of the Parties, the Parties will be responsible for the costs of such repair or replacement as set forth in Article IV where such costs are not recoverable from a third party.

Section 8.03 Site Equipment.

- A. Each Party will be responsible for its own costs for replacing or repairing any part of its equipment beyond, and including, the I-NET Demarcation Point or equipment that is solely owned and used by that Party at an I-NET Hub Site which is destroyed or damaged through no fault of the Parties to this MOU.

ARTICLE IX. I-NET COMMITTEE

Section 9.01 Creation of I-NET Committee

- A. The Parties agree to create an I-NET Committee that will be responsible for overseeing the operations of the I-NET.
- B. Each signatory to this MOU will select one (1) representative to act as a regular member of the I-NET Committee. Each regular member will have alternates designated by the Party. An alternate will have full voting privileges, if any, in the absence of the regular member.
- C. Staff from each of the Parties to this agreement may attend I-NET Committee meetings.

Section 9.02 Advisory Vote

- A. Except as otherwise provided in this MOU, each representative on the I-NET Committee will have one vote.
- B. Except as otherwise provided herein, votes taken by the I-NET Committee will be advisory only; the Parties are not bound by I-NET Committee decisions.

Section 9.03 Duties

- A. The I-NET Committee will establish standards for use of fiber optics in the I-NET except for the two pairs of fiber optic cable in the I-NET Backbone Loop that is reserved for the exclusive use by the CITY per Section 4.04.A.2 of this agreement.
- B. The Committee will establish equipment performance and maintenance standards and network protocols for use on the I-NET.
- C. The Committee will establish and maintain I-NET maintenance policies and procedures for response to I-NET outages.
- D. The Committee will establish standards for I-NET security.
- E. The Committee will decide other miscellaneous matters as determined by the Parties.
- F. The Committee will meet as needed, but not less than once every quarter.

Section 9.04 Brown Act. The Parties understand and agree that the I-NET Committee must comply with all statutory and regulatory requirements of the Ralph M. Brown Act (California Government Code §§ 54950-54962).

ARTICLE X. TERMINATION

Section 10.01 Generally. Any Party may withdraw from this MOU upon giving the other Parties one hundred and eighty (180) days notice of such withdrawal. The Party withdrawing from the MOU will agree, in writing, that it may no longer use the I-NET; that its I-NET Sites will no longer be maintained in the manner described in this MOU; and that it may not recover any costs associated with installation or maintenance of its I-NET Sites from the remaining Parties in this MOU up to the date of its withdrawal.

Section 10.02 CITY withdrawal. Should CITY choose to withdraw from this MOU, the MOU will terminate one hundred and eighty (180) days after CITY provides notice of such withdrawal.

ARTICLE XI. INDEMNIFICATION

Section 11.01 DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.

- A. Each Party shall indemnify and hold harmless every other Party to this MOU including itself, its councils, boards, commissions, officials, officers, employees, agents, and certified volunteers, against any or all loss, damages,

liability, claims, suits, costs, expenses, and judgments, whatsoever, including reasonable attorney's fees, arising from negligent or willful acts, errors or omissions of officers, agents, employees or subcontractors, in the performance of services, activities or work conducted pursuant to this Agreement.

- B. Each Party shall indemnify and hold harmless every other Party to this MOU, from and against any and all claims and losses whatsoever, including reasonable attorney's fees occurring to or resulting from any and all persons, firms, or corporations employed or contracted by the Parties in connection with activities or services under this Agreement.
- C. Each Party bears sole responsibility for any loss with the following exception:
 - 1. Each Party that is solely, or jointly, responsible for any damage or destruction of any portion of the I-NET agrees to defend, indemnify, and hold the inculpable Parties harmless from any action brought against those inculpable Parties as a result of such damage or destruction.
- D. It is expressly understood and agreed that the foregoing provisions will survive termination of this MOU.
- E. It is expressly understood and agreed that there are inherent risks in the operation of I-NET systems and that each Party assumes those risks by entering into this MOU. Although CITY is designated by this MOU to operate the I-NET, each Party understands and agrees that CITY will not be liable for any interruption or cessation of communications due to I-NET failure.

ARTICLE XII. MISCELLANEOUS PROVISIONS

Section 12.01 **PROHIBITION AGAINST TRANSFER.** The Parties understand that their status as public entities are primary inducements for each entering into this MOU. For this reason, the Parties agree that they will not assign, hypothecate or transfer any portion of or interest in this MOU directly or indirectly, by operation of law or otherwise. Any attempt to assign, hypothecate or transfer any portion of this MOU will be null and void and any assignee, sub lessee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, sublease, hypothecation or transfer.

Section 12.02 **SEVERABILITY.** If any portion of this MOU is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

Section 12.03 SUCCESSIONS. All the terms, conditions and covenants of this Agreement will inure to the benefit of and be binding upon the Parties successors and assigns. The provisions of this Section will not be deemed as a waiver of any of the conditions against assignment as set forth in Section 12.01.

Section 12.04 NOTICES. All notices provided for herein will be in writing. Any notice permitted or required to be served upon a Party may be served upon that Party at:

For CITY: Chief Information Officer
1685 Main St. Room 110
Santa Monica, CA 90401

For SCHOOLS: Director of Information Technology
Santa Monica Malibu Unified School District
1651 16th Street
Santa Monica, CA 90401

For COLLEGE: Dean of Information Technology
Santa Monica Community College District
1900 Pico Boulevard
Santa Monica, CA 90401

Section 12.05 COMPLIANCE WITH LAW. All Parties to this agreement shall comply with all laws of the County of Los Angeles, State of California and the United States, and all ordinances, rules and regulations enacted or issued by CITY.

Section 12.06 VENUE AND JURISDICTION. The activities and services provided pursuant to this Agreement shall take place in Santa Monica, California. Accordingly, any litigation arising from this Agreement shall be brought in either the United States District Court for the Central District of California or the Los Angeles Superior Court, West District. The Parties agree that venue exists in either court. The Parties further agree that either court will have personal jurisdiction over the Parties to this Agreement.

Section 12.07 INDEPENDENT PARTIES. All Parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. No Party nor its officers or employees shall have any control over the conduct of another Party to this agreement or any Party's agents, employees, or subcontractors, except as other provided herein.

Section 12.08 INTEGRATED CONTRACT. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this Agreement will be effective only by written execution signed by all Parties.

Section 12.09 COST OF LITIGATION. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of any alleged breach of any provision of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs, disbursements, and expenses and such amount as the court may adjudge to be reasonable attorney's fees.

Section 12.10 WAIVER. A waiver by a Party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

Section 12.11 DISCRIMINATION. No Party shall discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability and shall comply with the requirements of City, State and Federal law.

Section 12.12 HEADINGS. The headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this MOU.

Section 12.13 RULES OF CONSTRUCTION. This MOU has not been drafted or prepared by either Party hereto, the same being a fully negotiated MOU. Thus, the Parties expressly agree that any title of construction regarding interpretation in favor of one or the other Party by reason of the Party drafting the MOU will not apply.

Section 12.14 EXHIBITS. The Exhibits which are referred to herein and attached hereto will be a part of this MOU as if set forth herein verbatim.

Section 12.15 COUNTERPARTS.

- A. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective only upon the complete execution of this Agreement by all Parties.

IN WITNESS WHEREOF the Parties hereto have executed this amendment the day and year first hereinabove written.

CITY OF SANTA MONICA

SANTA MONICA MALIBU UNIFIED SCHOOL DISTRICT

By _____
SUSAN E. MCCARTHY
City Manager

By _____
JOHN DEASY
Superintendent

APPROVED AS TO FORM:

SANTA MONICA COMMUNITY COLLEGE DISTRICT

MARSHA JONES MOUTRIE
City Attorney

By _____
TOM DONNER
Executive Vice President

ATTEST:

MARIA STEWART
City Clerk

