

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

433 South Vermont Avenue - Los Angeles, California 90020 - (213) 738-2961

Ralph S. Cryder . . . Director

June 25, 1987

Mr. Max Mahan, President
Santa Clarita Historical Society
P.O. Box 875
Saugus, CA 91321

Dear Mr. Mahon:

**USE PERMIT
THE SANTA CLARITA HISTORICAL FACILITIES AREA-1
HART COUNTY PARK**

You are hereby authorized to construct, maintain and operate historical museums within the demised premises of Area 1 as shown on Exhibit A located within Hart County Park. In connection with this permit, you are authorized, at your own expense, to construct or relocate historical buildings including, but not limited to equipment or artifacts that have historical significance to the Santa Clarita Valley area and to provide and install the necessary utilities, chain link fencing and landscaping from which the museum operations are to be conducted. The County shall provide the location as shown on the attached Exhibit A, Area 1, upon which you may install the aforementioned items. All installation shall have the prior approval of the Department of Parks and Recreation North Region Assistant Director as to specific construction specifications.

The term of this Agreement shall commence upon execution thereof by the Santa Clarita Valley Historical Society (hereinafter: Society) and by the Director of Los Angeles County Department of Parks and Recreation (hereinafter: Director), and shall terminate upon the earliest date hereinafter provided:

December 31, 1991; or by cancellation thereof be either party following sixty (60) days written notice to the other party.

This permit is granted pursuant to the authority conferred by the Board of Supervisors upon the Director of the Department of Parks and Recreation by Section 2.26.120 of the Los Angeles County Code and on the terms and conditions set forth in this permit and attached addendum.



**COUNTY OF LOS ANGELES
BOARD OF SUPERVISORS**

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First District*

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**PARKS ARE FOR
PEOPLE**

90007

Mr. Max Mahon
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June 25, 1987

COUNTY OF LOS ANGELES
Department of Parks and Recreation

Dated: 7/10/87

By *Paul D. Apple*
Director

The use is accepted on the terms set forth in this permit and addendum.

SANTA CLARITA VALLEY
HISTORICAL SOCIETY

Dated: July 8, 1987

By *Elizabeth M. Evans*
Max Mahon, President
ELIZABETH M. EVANS

bml/R

ADDENDUM

A. USE/TERM

1. The Society shall be allowed the right to construct and maintain historical museums on the real property described in Exhibit A, Area 1, attached hereto and incorporated herein by reference. Specifically, the Society's use shall be to provide for the collection, preservation and public viewing of buildings and artifacts that have historical significance to the Santa Clarita Valley and surrounding areas.

2. The Society agrees to be responsible for the care, maintenance, development, operation and control of said real property during the term of this Agreement and to construct, at its own expense, those improvements to said facilities as indicated on construction plans that are to be prepared by Society and approved by the Director.

3. Society acknowledges personal inspection of said property and surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Society accepts said property in its present physical condition and agrees to make no demands upon the Director for any improvements or alteration thereof.

4. Society hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the said real property and any existing County improvements located thereon, and covenants and agrees never to assail, contest, or resist title.

5. Ownership of all structures, buildings, or improvements installed or constructed by Society upon said property and all alterations, additions or betterments thereto, shall remain in the name of Society until termination of this agreement. Upon termination thereof, whether by expiration of the term,

cancellation, forfeiture or otherwise, ownership thereto shall vest in County, without compensation being paid therefor, and such structures, buildings, and/or improvements shall be surrendered, unless demand for the removal thereof shall be given by the Director at least ninety (90) days prior to the date of termination. Any removal authorized hereunder shall be made without damage to adjacent improvements; and if adjacent improvements are damaged, Society shall reimburse County for the cost of repair, as determined by the Director, or shall repair the improvement so damaged at the option of County. After removal, the premises shall be left free and clear of all debris and in a condition reasonably similar to the present condition of said property. Should Society fail to remove said structures, buildings, and improvements, the County may sell, remove, or demolish same, and Society shall reimburse County for any cost or expense as determined by the Director, in connection therewith in excess of any consideration received by County as a result of said sale, removal, or demolition.

6. It is understood and agreed that the Society, which pursuant hereto, intends to re-construct upon subject premises as the "Required Construction" historical buildings and agrees that it will manage, operate, maintain and regulate the same as historical museums for the benefit of the general public and in accordance with the provisions of Public Resources Code Section 5137.

B. REQUIRED CONSTRUCTION

1. Society shall exert its best efforts to construct or relocate upon the real property historical buildings and said projects shall be started and completed diligently in accordance with the schedule of work approved by the Director.

2. Society may, by its own forces or by contract, undertake projects for the development, construction, or improvement to said real property. Construction plans and specifications for such projects shall be in accordance with the General Development Plans and shall be submitted to the Director for approval, which said approval shall not be unreasonably denied. No project shall be commenced by Society's own forces or contracts awarded prior to the Director's approval of such plans and specifications.

3. No modification of said final plans and specifications or of said improvements, including landscaping, shall be made by Society without prior approval therefor of the Director.

4. Society agrees that the Director may have on the site at any time during the construction period an inspector who shall have the right of access to said property and construction work. Society shall, at the commencement of the construction work, notify the Director in writing of the identity, place of business, and telephone number of Society's representative. Said representative shall be Society's prime consultant for the project.

5. Society shall construct, perform, complete and maintain all construction and installations covered by this agreement in a good and workmanlike manner and with high-quality materials, and shall furnish all tools, equipment, labor and material necessary to perform and complete the same, and hereby expressly warrants that new construction and installation of all said materials and workmanship will be free from defects at the time of installation.

6. It is understood that the construction required herein is subject to availability of funds and the need to obtain assistance from outside sources, and therefore may, at the discretion of Society, be constructed in phases,

each phase being separated from the other by a period of time to be determined by Society. However, the nature of the construction to be performed in each phase and the time interval between phases shall be subject to approval by the Director. In no event shall the phasing of the construction required extend the completion thereof beyond the term of this Agreement. Should the required construction be phased as herein provided, diligent prosecution thereof shall require commencement of each phase on or before the date selected for commencement thereof.

C. BONDS Director of the Director.

1. Society shall purchase performance and payment bonds for these improvements contracted by Society per this Agreement from corporations duly authorized to issue surety bonds by the State before constructing said improvements upon said property. Each bond shall name Society as principal, company as surety, and County as obligee, thereon. The payment bond shall also insure to the benefit of all claimants, as said term is presently defined by Section 3085 of the California Civil Code, or may hereon in any suit brought to foreclose the liens provided for in Title 15 of Part 4 of Division 3 of said Civil Code or in a separate suit brought upon the bond. Each bond shall be in a sum equal to One Hundred Percent (100%) of the costs for constructing the improvements contracted for, located upon the said property, and approved by the Director. The condition of the performance bond shall be such that if the principal shall well and truly perform the construction herein required, pursuant to the approval plans and specifications therefor, then surety shall no longer be bound thereon. The condition of the payment bond shall be such that if the principal shall well and truly pay, or cause to be paid, all claims for labor, materials, appliances, teams, or power, or

either or all, performed, furnished or contributed in connection with said works of improvement, then surety shall no longer be bound thereon. Said bonds shall be subject to approval by the Director as to sufficiency and liability of sureties named thereon. Said bonds shall be maintained in full force and effect by Society until said works of improvement have been completed and claims for labor and materials have been paid.

2. The Director may accept in lieu of the bonds heretofore described, the performance and payment bonds of corporations duly authorized to issue surety bonds by the State, naming as principal a licensed contractor employed by Society to construct works of improvement on said property, provided each bond is in an amount equal to the percentage hereinabove provided for said bonds of the cost of the construction to be performed by said contractor; names County as an additional obligee; contains terms and conditions substantially similar to the requirements heretofore specified; and is satisfactory as to sufficiency and liability of sureties named thereon.

3. The Director may also accept in lieu of the bonds heretofore described, the promise of one or more individuals to pay County in the event of a default of Society to well and truly perform the construction, pursuant to the approved plans and specifications therefor, and to pay claimants, as herein defined, in the event of a default of Society to pay or cause to be paid, all claims for labor, materials, appliances, teams, or power, or either or all, performed, furnished or contributed in connection with said works of improvement, provided corporate surety bonds cannot be obtained; the suretyship obligation is in writing; the liability as surety and/or guarantor of said principle obligation is commensurate with Society, becomes absolute upon breach and can be exonerated only by performance or payment; and the

sufficiency of the individuals to discharge their liability thereon is justified to the satisfaction of said officer.

4. Society shall have the option to deposit with the Director cash or United States Government securities in all respects satisfactory to said officer in lieu of the surety obligations herein required. Said cash or securities shall be deemed deposited with County to secure full and satisfactory performance of the principal obligations heretofore described for which surety is required and shall be released upon satisfactory performance thereof, as evidenced by certification of compliance by Director and release of mechanic's liens by all persons furnishing labor and materials thereon.

D. OPERATING RESPONSIBILITIES

1. Compliance with Law

Society shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the operation and/or any construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover.

2. Compliance with Rules and Regulations

Society shall conform to and abide by all rules and regulations of the Board of Supervisors and the Director insofar as the same or any of them are applicable.

3. Disorderly Persons

Society agrees to not allow any loud, boisterous or disorderly persons to loiter about said premises.

4. Illegal Activities

Society shall not permit any illegal activities to be conducted upon said premises.

5. Signs

Society shall not post signs or advertising matter upon said premises or improvements thereon, unless prior approval therefor is obtained from the Director.

6. Non-Interference

Society shall not interfere with the public use of William S. Hart Regional Park.

7. Days and Hours of Operation

Times and hours of the day open to the public shall be established by the Society and approved by the Director, which said approval shall not be unreasonably withheld, under the premise and objective to satisfy public demand for this service. Society shall initially provide Director, for his approval, a list setting forth hours of operation for business to the public. Society may be permitted to close during periods of inclement weather.

8. Removal of Objectional Goods and Services

Society shall immediately remove or withdraw from sale any goods or services which may be found objectionable to the public welfare by the Director following receipt of written notification therefor.

9. Utilities

Society shall provide and pay for all required utilities. The telephone number shall be placed in the name of the Society and shall not be transferred to any other location. Society waives any and all claims against County for compensation for loss or damage caused by defect, deficiency, or

impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus, or wires serving said premises.

10. Sanitation

No offensive matter or refuse or substance constituting an unnecessary, unreasonable or unlawful hazard, or materials detrimental to the public health, shall be permitted or remain on said premises and Society shall prevent any accumulation thereof from occurring. Society shall see that all refuse is collected as often as necessary. Society shall furnish all equipment and materials necessary, including trash receptacles of the size, type and number required by the Director, to maintain said premises in a sanitary condition.

11. Maintenance

Society shall be responsible for maintaining said premises in good and substantial repair and condition; and in compliance therewith shall perform all repairs to or replacement of all improvements and equipment thereon, including the painting thereof, in compliance with all laws applicable thereto.

12. Security Devices

Society may provide any legal devices, installations, or equipment designed for the purpose of protecting the historical facility from theft, burglary or vandalism, provided written approval for installation is first obtained from the Director. All purchases and installation thereof shall be at Society's expense.

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13. Safety

Society shall immediately correct any unsafe condition of said premises, as well as any unsafe practices occurring thereon. Society shall contact emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on said premises. Society shall cooperate fully with County in the investigation of any accidental injury or death occurring said premises, including a prompt report thereof to the Director.

14. Trade Fixtures

Society shall provide and install all appliances, furniture, fixtures and equipment that are required for the historical facility. During the last ninety (90) days preceding the termination of this agreement, Society shall remove same from said premises, other than for those items of personalty which have been furnished by County or so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should Society fail to so remove said appliances, furniture, fixtures and equipment within said ninety (90) day period, Society shall lose all right, title and interest in and thereto, and County may elect to keep same upon the premises or to sell, remove or demolish same. Society shall reimburse County for cost as determined by the Director, incurred in excess of any consideration received from the sale, removal or demolition thereof.

15. Habitation

Said premises may be used for human habitation providing said habitation is for the purpose of security and approval is received from the Director.

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E. DESTRUCTION OF PREMISES

1. In the event the said premises and the improvements constructed thereon shall be totally or partially destroyed by fire, earthquake, flood, storms, insurrection, riot, public disorder, or casualty, Society shall have the option to restore the premises and/or improvements constructed thereon or terminate this Agreement. Society shall exercise its option within ninety (90) days of the happening of the casualty.

2. In the event Society does not elect to restore the premises and/or improvements constructed thereon, the Society shall remove said improvements and restore said premises to such conditions as is satisfactory to Director.

F. GENERAL IDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification

Society agrees to indemnify, defend and save harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including property of the Society, arising from or connected with Society's operations, or its services hereunder, including any Workers' Compensation suits, liability or expense, arising from or connected with services performed on behalf of Society by any person pursuant to this agreement.

2. Insurance

Without limiting Society's indemnification of County, Society shall provide and maintain at its own expense during the term of this Agreement including the construction period, the following programs of insurance

covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the Director on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of any program of insurance:

a. Liability:

Such insurance shall be primary to and not contributing with any other insurance maintained by County, shall name the County of Los Angeles as an additional insured, and shall include, not be limited to:

- (1) Comprehensive General Liability Insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than five years following termination of this Agreement.

- (2) Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence.

b. Workers' Compensation:

A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with a \$150,000 limit, covering all persons providing services on behalf of Contractor and all risks to such persons under this Agreement.

3. Independent Contractor Status:

This Agreement is by and between the County of Los Angeles and Society and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Society.

Society shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Society pursuant to this Agreement.

4. Failure on part of Society to procure or maintain required insurance shall constitute material breach of contract upon which County may immediately terminate or suspend this Agreement.

G. TAXES AND ASSESSMENTS

1. The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Society shall pay before delinquency all lawful taxes, assessments, fees or

charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the said premises and any improvements located thereon.

2. Society shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

H. TRANSFERS

Society shall not assign, hypothecate, or mortgage this agreement or sublease or license any portion of said premises.

I. NON-DISCRIMINATION/CIVIL RIGHTS COMPLIANCE

1. Society hereby assures that it will comply with Title VI of the Civil Rights of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be subjected to discrimination under the privileges and use granted by this Agreement or under any project or activity supported by this Agreement.

2. Society certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, sex, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the State Fair Employment Practices Act.

3. Society certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, sex, age or handicap.

4. All employment records shall be open for inspection and reinspection at any reasonable time during the term of this agreement for the purpose of verifying the practice of non-discrimination by Society in the areas heretofore described.

5. If Director finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which Director may determine to cancel, terminate, or suspend this Agreement. While Director reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Opportunity Commission that Society has violated State or Federal non-discrimination laws or regulations shall constitute a finding by Director that Society has violated the non-discrimination provision of this Agreement.

6. The parties agree that if Society violates the non-discrimination provisions contained herein, Director shall, at its option be entitled to a sum of FIVE HUNDRED DOLLARS (\$500.00) pursuant to California Civil Code 1671 as liquidated damages in lieu of cancelling, terminating or suspending this Agreement. Society further agrees that Five Hundred Dollars (\$500.00) is a reasonable sum under all of the circumstances existing at the time of the execution of this Agreement.

J. EASEMENTS

County reserves the right to establish, grant or utilize easements or rights-of-way, over, under, along and across the said premises for utilities

and/or public access to William S. Hart Park provided County shall exercise such rights in an manner as will avoid any unreasonable interference with the operations to be conducted hereunder.

K. WAIVER

1. Any waiver by Director of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on part of Director to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained to be construed as in any manner changing the terms of this agreement or stopping Director from enforcing the full provisions thereof.

2. No delay, failure, or omission of Director to re-enter the historical facility or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or in a relinquishment of any right.

3. No notice to Society shall be required to restore or revive "time is of the essence" after the waiver by Director of any default.

4. No option, right, power, remedy or privilege of Director shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this agreement shall be cumulative.

L. RIGHT OF ENTRY

The Director of the Department of Parks and Recreation or his assignee may enter upon the said premises at a mutually convenient time to both parties for the purpose of determining whether or not Society is complying with the terms and conditions thereof, or for any other purposes incidental to the rights of County within the Williams S. Hart Park.

M. SURRENDER

Upon expiration of the term hereof, or cancellation thereof as herein provided, Society shall vacate the historical facilities and any and all improvements located thereon and deliver up the same to Director in a reasonably good condition, ordinary wear and tear excepted subject to the right of Director to demand removal thereof to the extent that paragraph A(5) may be applicable thereto.

N. INTERPRETATION

1. This agreement shall be interpreted according to the rules which govern the interpretation of contracts, as prescribed in Part 2 of Division 3 of the California Civil Code, commencing with Section 1635.

2. The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

3. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

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"General Development Plans": site plan showing all improvements, easements and utilities to be located therein; floor plans for proposed structures; and landscaping.

"Construction Plans": detail site layout showing all improvements and landscaping to be located therein; floor plan of structures; building elevations as required; irrigation plans, plumbing and electrical plans, and mechanical plans.

"Director": the Director of the Department of Parks and Recreation or an authorized representative thereof.

"Historical Buildings": said facilities on subject premises and its management, operation, maintenance, and regulations as an historical museum.

"State": the State of California.

O. ENFORCEMENT

1. The Director shall be responsible for the enforcement of this agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.

2. In the event either party commences legal proceedings for the enforcement of this agreement or recovery of the premises used herein, losing party does hereby agree to pay any sum which may be awarded to prevailing party by the court for attorney's fees and cost incurred in the action brought thereon.

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P. NOTICES

Any notice required to be given under the terms of this agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person to whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Society shall be Post Office Box 875 Newhall, California 91321 or such other place as may hereinafter be designated in writing to the Director by Society. Any notice served by mail upon County shall be addressed to the Director of Parks and Recreation, 433 South Vermont Avenue, Los Angeles, California 90020, or such other place as may hereinafter be designated in writing to the Society by the Director. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

Q. ENTIRE AGREEMENT

1. This document, and exhibits attached hereto, constitutes the entire agreement between the County and Society for the historical facility and use granted at William S. Hart Park and real property described in Exhibit A. All other agreements, promises and representation with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the exhibits attached hereto, the terms, conditions, promises and covenants relating to the historical facility and the premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

EXHIBIT A

DEMISED PREMISES

