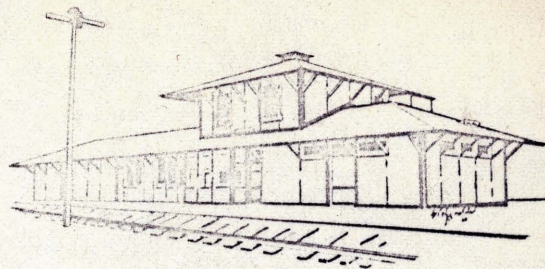


SANTA CLARITA VALLEY HISTORICAL SOCIETY

Contract



There will be a special meeting of the Board of Directors of the Society Monday evening, May 12 at 7:30 p.m. It will be held at the NSV Chamber of Commerce unless we notify you otherwise. Purpose of the meeting is to review the latest draft of the county agreement, which must be reported back to the Parks & Recreation Department on Tuesday.

Ruth Newhall
President

agreement for use of Saugus Station for Historical Society

rec'd May 9, 1980 Ruth

1. USE GRANTED

1.01 The County hereby grants to the Society the exclusive use for the installation, construction, maintenance, and operation of the Saugus Railway Station, except as reserved hereafter by the County in Section 8.17, of the real property described in Exhibit A attached hereto and incorporated herein by reference (hereinafter sometimes referred to as "said property").

Specifically, the Society's use shall be to provide for the collection, preservation, and public viewing of buildings, books, documents, photos, prints, records, artifacts, etc., and other uses related thereto, that have historical significance to the Santa Clarita Valley and surrounding areas.

1.02 Society agrees to be responsible for the care, maintenance, development, operation, and control of said real property and to improve at its own expense the said real property by installing and restoring the Saugus Railway Station and construction^{ing} such facilities as indicated in the general development plan to be prepared by Society and approved by County. The Society agrees to develop the premises in accordance with the description of improvements contained in Exhibit B attached hereto.

1.03 The Society agrees to properly maintain the said facilities at all times during the term of this agreement.

2. PREMISES

2.01 The displaying of historical exhibits shall be conducted on the land described in Exhibit A.

2.02 Said property shall be used for historical museum purposes, and other purposes as are identified in Section 1.01. Other requested uses shall be submitted in writing to the Director and approval for said requested

use shall be granted by the Director.

2.03 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 County for any improvements or alteration thereof.

2.04 Society shall construct the improvements hereinafter required upon said property, as shown in Exhibit B. Any other improvements, additions, alterations, or changes shall be submitted in writing to the Director by registered or certified mail and shall be subject to prior approval thereof by the Director, which shall not be unreasonably withheld; securing of applicable permits therefor, and compliance with such terms and conditions relating thereto, as may be imposed thereon by the Director. All construction shall be at Society's expense. If the Director does not respond within sixty (60) days after submission, said request shall be considered approved.

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

2.06 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 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 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 in connection therewith in excess of any consideration received by County as a result of said sale, removal, or demolition.

3. TERM

3.01 The term of the agreement shall be for a period of twenty (20) years commencing on the first day of the month next succeeding the approval thereof by the Board of Supervisors.

3.02 Society has an irrevocable option to renew for an additional twenty (20) year term upon notification to County within ninety (90) days prior to expiration of the first twenty (20) year term.

3.03 In the event Society holds over beyond the term herein provided with the consent, expressed or implied of County, such holding shall be for an equivalent time period, subject to the conditions of the agreement until terminated by the parties as hereinafter provided.

4. PAYMENT

4.01 It is understood and agreed that the Society which pursuant hereto intends to re-construct upon subject premises as the "required construction" referred to in Section 6 hereof, that certain railway station now situated at Saugus, California, known as the Saugus Railway Station,

agrees that it will manage, operate, maintain and regulate the same as an historical museum for the benefit of the general public and in accordance with the provisions of Public Resources Code Section 5137.

5. ACCOUNTING RECORDS

5.01 Society shall be required to maintain a method of accounting which shall to the satisfaction of the Department of Parks and Recreation correctly and accurately reflect the gross receipts and disbursements of Society in connection with its operation. Such method shall include the keeping of the following documents:

- a. Regular books of accounting such as general ledgers.
- b. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- c. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by County.
- d. Annual profit and loss statement.
- e. Any other reporting records that the Department of Parks and Recreation deems necessary for proper reporting of income and expenditure.

5.02 Society shall furnish the Department of Parks and Recreation with an annual profit and loss statement and copies of other accounting records and reports as required by the State and Federal Governments regarding the tax exemption status and financial affairs of the Society. Such annual report shall be made for the annual period commencing on January 1 and terminating on December 31 and shall be filed with County not later than May 15 of each year. The first report hereunder shall cover the period beginning with the effective date of this agreement and terminating December 31 and shall be filed by Society by the following May 15.

The report shall also include a reasonable weekly estimate of the number of visitors to the area as well as the number of vehicles.

5.03 All income and fees derived from the use of said property shall be used for the maintenance, control and operation of said property and such portion of income as may exceed the cost and expense incurred shall be utilized for the development of the museum facilities referred to in Section 6. Upon completion of required development, such income shall be set aside in a trust account for future development of said property.

5.04 All documents, books, and accounting records shall be open for inspection and reinspection at a mutually convenient time to both parties during the term of this agreement. In addition, the Department of Parks and Recreation may from time to time conduct an audit and reaudit of the books and records provided by the Society and observe the operation of the museum so that accuracy of the above records can be confirmed. All information obtained in connection with the Department of Parks and Recreation's inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof.

6. REQUIRED CONSTRUCTION

6.01 The Society shall prepare and submit a master development plan for the improvement of said property above described, which general development plan shall provide for the development of said property including, but not limited to, refurbishment of the Saugus railway station, parking facilities, sidewalks, landscaping, and irrigation system and other appurtenant facilities as necessary.

6.02 Society may, by its own forces or by contract, undertake projects for the development, construction, or improvement to said property. Schematic plans and specifications for any such project shall be in accordance

with the General Development Plan and shall be submitted to County for approval, which said approval shall not be unreasonably denied. No such project shall be commenced by Society's own forces or contracts awarded prior to County approval of such plans and specifications.

6.03 Society shall commence construction of the above-described improvements within a reasonable time, including facilities for sewage and telephone service, gas, water, electricity and all applicable utility meters, following County's posting of the construction site with a notice of non-responsibility, and shall diligently prosecute and complete same.

6.04 Prior to the construction of the required security fencing, as indicated in Exhibit A, Society shall adhere to the hours of operation designated by the Director.

6.05 Closure of said property to public use by Society during said construction shall, at the sole discretion of the Society, be limited (as to area and time) to the extent required for the safety and convenience of the public and their use and enjoyment of said facilities.

6.06 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.

6.07 Society agrees that County 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 inspector of County.

6.08 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.

6.09 It is understood that the construction required herein subject to the availability of funds and the need to obtain assistance from outside sources 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 herein extend the completion thereof beyond the date heretofore provided. 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.

7. BONDS

7.01 Society shall purchase performance and payment bonds for the improvements identified on Exhibit B 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 hereafter be amended, so as to give such persons a right of action to recover thereon 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 construction of the works of improvement to be located upon the said property, as estimated 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 approved 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 material have been paid.

7.02 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.

7.03 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 principal 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.

7.04 Society shall have the option to deposit with the County 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.

8. OPERATING RESPONSIBILITIES

8.01 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.

8.02 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.

8.03 Disorderly Persons

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

8.04 Illegal Activities

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

8.05 Signs

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

8.06 Non-Interference

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

8.07 Museum Staff

Society shall maintain, rendering such service to the public as required, an adequate and proper museum staff and not maintain in its employment any person whose conduct or activity shall in the reasonable exercise of discretion by the Director be deemed to be detrimental to the interest of the public patronizing said premises. Society shall discharge any such person within a reasonable time following notice therefor from the Director. Society shall designate one member of the staff as the Museum Manager with whom County may deal on a daily basis. County prefers that the Museum Manager be an officer of the Society. The Museum Manager shall be

fully acquainted with the historical facility; familiar with the terms and conditions prescribed therefor by this agreement; and authorized to act in the day-to-day operation thereof. Society shall file with the Director a certificate for each member of the museum staff involved with rendering services to the public showing that within the last two (2) years such person has been examined and has been found to be free of communicable tuberculosis. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the State Business and Professions Code or a notice from a public health agency or unit of the Tuberculosis Association which indicates freedom from active tuberculosis.

8.08 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, 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 and any curtailment or decrease of this service shall first require written approval by the Director. Society may be permitted to close during periods of inclement weather.

8.09 Prices

Society shall at all times maintain a complete list or schedule of the prices charged for all goods or services, or combinations thereof, supplied to the public on or from the historical facility. Said prices shall be fair and reasonable based upon the following considerations: that the historical facility is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; and reasonableness of profit margin in view of the cost of providing same in

compliance with the obligations assumed in this agreement. In the event the Director notifies Society that prices being charged are not fair and reasonable, Society shall have the right to confer with the Director and justify said prices. Following reasonable conference and consultation thereon, Society shall make such price adjustments as may be ordered by the Director. Society may appeal the determination of the Director to the Board of Supervisors, whose decision thereon shall be final and conclusive. However, Society shall comply with the ordered price adjustment pending the appeal and final ruling thereon by the Board of Supervisors.

8.10 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.

8.11 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 a 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.

8.12 Sanitation

No offensive matter or refuse or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material 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. and shall pay

all charges which may be made for the removal thereof. 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.

8.13 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, upon written request therefor by the Director. In addition to this general requirement, Society shall perform any and all repairs required for the maintenance thereof in compliance with all laws applicable thereto.

8.14 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.

8.15 Safety

Society shall immediately correct any unsafe condition of said premises, as well as any unsafe practices occurring thereon. Society shall obtain 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 on said premises, including a prompt report thereof to the Director.

8.16 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 preceeding 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 any cost incurred in excess of any consideration received from the sale, removal or demoliton thereof.

8.17 Programmed Events

The Society agrees to allow the County to use the proposed facilities for community recreation meetings at no charge to County. Society, however, shall have the right to charge to the public such fees or admission that it may determine shall reimburse it for the cost and operation of the premises, including, but not limited to cost of lights, utilities, and personnel. County may likewise have the right to charge to the public such fees or admissions that it may determine shall reimburse it for all costs, including but not limited to, personnel and supplies for conducting the programs on the premises.

8.18 Habitation

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

9. DESTRUCTION OF PREMISES

9.01 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 of either restoring the premises and/or improvements constructed thereon or terminating this agreement. Society shall exercise its option within ninety (90) days of the happening of the casualty.

9.02 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 County, unless County gives notice of its intention to restore the premises and/or the improvements constructed thereon.

10. GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

10.01 Indemnification

Society agrees to indemnify, defend and save harmless the 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 arising from or connected with, either directly or indirectly, Society's operations or its services hereunder.

10.02 Insurance and Indemnification

Society shall provide and maintain at its own expense during the term of this agreement the following policy or policies of insurance covering its operations hereunder. Such insurance shall be secured through a carrier satisfactory to the County of Los Angeles and certificates evidencing

such insurance, along with significant endorsements, shall be delivered to County's Department of Parks and Recreation on or before the effective date of this agreement, and shall stipulate that County is to be given at least thirty (30) days' written notice in advance of any modification or cancellation of any policy of insurance:

a. General Liability

Such policy of insurance shall include, but not be limited to, comprehensive general liability and comprehensive auto liability, with a combined single limit of not less than \$1 million (ONE MILLION DOLLARS) per occurrence. Such insurance shall be primary in all instances and shall name the County of Los Angeles as an additional insured.

b. Worker's Compensation

Society's employees shall be covered by Worker's Compensation insurance in an amount and form to meet all requirements of applicable Labor Codes of the State of California.

c. Property Coverage

(1) Real Property

Such policy of insurance shall include, but not be limited to the full insurable replacement value against hazards of fire, extended coverage, vandalism and malicious mischief, and other property-related losses; and flood and earthquake with at least a ten percent (10%) deductible.

(2) Personal Property

Such policy of insurance shall include, but not be limited to the actual cash value against the hazards of fire, burglary, vandalism and malicious mischief.

10.03 Policy shall be primary in all instances and name the County

of Los Angeles as additional named insured.

10.04 The agreement shall be by and between the County of Los Angeles and the 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 the County and Society.

Society shall file with Director prior to commencement of his services either certified copies of said policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and providing the following information with respect to said policy:

- a. The policy number.
- b. The date upon which the policy will become effective and the date upon which it will expire.
- c. The names of the named insured and any additional insureds.
- d. Subject of the insurance.
- e. The type of coverage provided by the insurance.
- f. Amount or limit of coverage provided by the insurance.
- g. A description of all endorsements that form a part of the policy.

Conduct of the contract operations shall not commence until the Society has complied with the aforementioned provisions of this section, and shall be suspended during any period that the Society fails to maintain said policies in full force and effect.

11. TAXES AND ASSESSMENTS

11.01 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.

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

12. TRANSFERS

12.01 Society shall not, without written consent of the Director assign, hypothecate, or mortgage this agreement or sublease or license any portion of said premises. Any attempted assignment, hypothecation, mortgage, sublease or license without the consent of the Director shall render this agreement null and void.

12.02 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Society shall be binding upon any transferee thereof.

12.03 The said facility shall not be transferable by testamentary disposition or the state laws of intestate succession, as the rights, privileges, and use conferred by this agreement shall terminate prior to the date for expiration thereof in proceedings in attachment or execution against Society, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Society, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

13. NON-DISCRIMINATION

13.01 Society certifies and agrees that all persons employed thereby, and/or the affiliates, subsidiaries or holding companies thereof, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin or sex, 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.

13.02 Society certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, religion, ancestry, national origin or sex.

13.03 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.

14. EASEMENTS

14.01 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 a manner as will avoid any substantial interference with the operations to be conducted hereunder.

15. CANCELLATION

15.01 Upon the occurrence of any one or more of the events of default hereinafter described, this agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Society sixty (60) days' notice by registered or certified mail of the date set for cancellation thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor.

15.02 Upon cancellation County shall have the right to take possession of the said premises, including all improvements, equipment, and inventory located thereon, and use for the purpose of satisfying and/or

mitigating all damages arising from a breach of this agreement.

15.03 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

15.04 Any trustee, beneficiary, mortgagee or lender under a hypothecation or mortgage previously approved by the Director shall have the right at any time during the term of this agreement to undertake any action that may be required in order to prevent a cancellation of this agreement and a forfeiture of the historical facilities. Accordingly, the Director shall send a copy of any intended cancellation of this agreement to any of the aforementioned parties whose security would be affected thereby; and upon request thereof for postponement, extend the date set therefor by such time as the Director finds reasonable in order to allow said parties to correct the grounds therefor or to provide a new operation under a power of sale or foreclosure contained in the hypothecation or mortgage, who upon transfer thereto shall become responsible for the correction thereof within such time as may be allowed by the Director.

16. EVENTS OF DEFAULT

16.01 The abandonment, vacation or discontinuance of operations on the said premises for more than forty-eight (48) consecutive schedule hours of operation.

16.02 The failure of Society to respond in writing or to construct said premise for use by the public as a historical facility, where such failure continues beyond sixty (60) days following written notice from the Director to correct condition.

16.03 The failure of Society to respond in writing or to operate in the manner required by this agreement, where such failure continues for more

than sixty (60) days after written notice from the Director to correct the condition therein specified.

16.04 The failure to respond in writing or to maintain the said premises and the improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than sixty (60) days after written notice from the Director to correct the condition.

16.05 The failure of Society to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this agreement, where such failure continues for more than ninety (90) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Society shall have commenced to perform whatever may be required to cure the particular default within sixty (60) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.

16.06 The filing of a voluntary petition in bankruptcy by Society; the adjudication of Society as a bankrupt; the appointment of any receiver of Society assets; the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Society under any Federal Reorganization Act, including petitions or answers under Chapter X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive Society permanently of the rights, powers and privileges necessary for the proper conduct and operation of the historical facility; the levy of any attachment or execution which substantially interferes with Society's operations under this agreement and which attachment or execution is not vacated, dismissed, stayed, or set aside within a period of sixty (60) days.

16.07 Determination by the Director, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Society in violation of State and/or Federal laws thereon.

16.08 Transfer of Society interest to organizations other than those identified in this agreement at the time of the execution of this agreement without approval thereof by the Director.

16.09 Failure to have commenced required construction by January 1, 1981, or any phase thereof on or before the date selected for commencement thereof.

16.10 Failure to have completed required construction by December 31, 1985.

17. WAIVER

17.01 Any waiver by County 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 the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this agreement or stopping County from enforcing the full provisions thereof.

17.02 No delay, failure, or omission of County 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.

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

17.04 No option, right, power, remedy or privilege of County 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.

18. RIGHT OF ENTRY

18.01 Any officer and/or authorized employee of County 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 William S. Hart Park.

18.02 In the event of an abandonment, vacation or discontinuance of said operations for a period in excess of forty-eight (48) consecutive hours of operation, Society hereby irrevocably appoints County as an agent for continuing operation of the facility granted herein, and in connection therewith authorizes the officers and employees thereof (1) to take possession of the said premises, including all improvements, equipment and inventory thereon; (2) to remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Society; (3) to sublease or license the premises; and (4) after payment of all expenses of such subleasing or licensing to apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Society's breach of this agreement. Entry by the officers and employees of County upon the said premises for the purpose of exercising the authority conferred hereon as agent of Society shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

19. SURRENDER

10.01 Upon expiration of the term hereof, or cancellation thereof as herein provided, Society shall peaceably vacate the historical facilities and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted subject to the right of County to demand removal thereof to the extent that paragraph 2.06 may be applicable thereto.

20. INTERPRETATION

20.01 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.

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

20.03 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:

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

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

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

"Gross Receipts": all money, cash receipts, assets, property or other

things of value, including but not limited to gross charges, sales, rentals, fees and commissions made or earned by Society, and/or assignees, sublessees, or permittees thereof, whether collected or accrued from any business, use or occupation, or any combination thereof, transacted, or performed in whole or in part, on the premises, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise. There shall be deducted from said gross receipts the following:

a. Sales and excise taxes applicable thereto, required to be collected by Society and/or the sublessees or permittees thereof.

b. Federal, state, municipal or other taxes collected from the consumers, regardless of whether the amount thereof is stated to the consumer as a separate charge, provided the amount of such taxes shall be shown on the accounting records for the historical facility as hereinafter required.

c. Receipts from the sale or trade-in value of any equipment used on the premises and owned by Society.

d. Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to the shippers, suppliers or manufacturers.

e. Receipts with respect to any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser and accepted by Society, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit.

"State": the State of California

24. ENFORCEMENT

24.01 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.

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

25. NOTICES

25.01 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 like 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 91322 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, 155 West Washington Boulevard, Los Angeles, California 90015. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

26. ENTIRE AGREEMENT

26.01 This document, _____

and the exhibits attached hereto, constitutes the entire agreement between the County and Society for the historical facility and use granted at William S. Hart Park. All other agreements, promises and representations 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.

26.02 This document may be modified only by further written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by Society and in the case of County until approved by the Board of Supervisors and executed by the Chairman thereof.

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IN WITNESS WHEREOF, Society has executed this agreement, or caused it to be duly executed, and County of Los Angeles, by order of its Board of Supervisors has caused this agreement to be executed on its behalf by the Chairman of the Board and attested by the Executive Officer-Clerk of the Board thereof, the day and year first above written.

COUNTY OF LOS ANGELES

BY _____
Chairman, Board of Supervisors

SANTA CLARITA HISTORICAL SOCIETY

By _____
Ruth Newhall, President

By _____
Secretary

ATTEST:

JAMES S. MIZE, Executive Officer-
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

JOHN H. LARSON
County Counsel

By _____
Deputy