

**EXECUTIVE OFFICE OF
THE BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

383 HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012

STATE OF CALIFORNIA)
County of Los Angeles) ss.

I, JAMES S. MIZE, Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles, do hereby certify that the attached is a full, true and correct copy of the original Minute Entry (No. 49) of an action taken June 3 , 1980 , by the Board of Supervisors of the County of Los Angeles, and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities, for which said Board so acts, by the following vote:

Ayes: Supervisors Schabarum, Hahn, Edelman, Burke, and Ward

Noes: None

Absent: None



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County of Los Angeles this
3rd day of June 1980

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

BY Frank Sanders
Deputy



COUNTY OF LOS ANGELES

36711 *Plng*

DEPARTMENT OF PARKS AND RECREATION

155 West Washington Boulevard - Room 1200 - Los Angeles, California 90015 - (213) 744-4211

May 23, 1980

DIRECTOR
RALPH S. CRYDER

Co. of L.A. Pks. & Rec.
EXECUTIVE OFFICE

Honorable Board of Supervisors
County of Los Angeles
383 Hall of Administration

JUN 9 1980
AM 8,9,10,11,12,1,2,3,4,5,6 PM

CHIEF DEPUTY DIRECTOR
JOSEPH W. HALPER

Dear Honorable Board:

DONATION AND OPERATING AGREEMENT
WITH THE SANTA CLARITA VALLEY HISTORICAL SOCIETY
FOR AN HISTORICAL MUSEUM
AT WILLIAM S. HART PARK
(Fifth Supervisorial District)

DEPUTY DIRECTORS

Administration
James Okimoto

Parks
Ray Dortch

Planning
James Schumann

Recreation
Morri Lubarsky

COMMISSION

J. Mariano Castillo
Patricia A. Delaney
Vernon Fay
Gloria Heer
Chester Washington

It is RECOMMENDED that your Board:

1. Approve and instruct the Chairman to sign the attached 20-year agreement between the County and the Santa Clarita Valley Historical Society for the provision of an historical museum at William S. Hart Park.
2. That the Executive Officer-Clerk of the Board be instructed to forward the original and five (5) copies of the executed agreement to the Director of Parks and Recreation for distribution to the Santa Clarita Historical Society.
3. Approve the attached Environmental Negative Declaration for this project and find that there will be no significant effect upon the environment.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49

JUN 3 1980

James S. Mize
JAMES S. MIZE
EXECUTIVE OFFICER



PARKS ARE FOR PEOPLE

Honorable Board of Supervisors

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May 23, 1980

This Department has evaluated a proposal from the Santa Clarita Valley Historical Society to develop, operate and maintain a museum facility, for the purposes of displaying historical artifacts of the Santa Clarita Valley within William S. Hart Park. The Society is proposing to develop a museum facility, which depicts the history of the Santa Clarita Valley, that will be available to the residents of Los Angeles County. The proposal, as submitted by the Society, involves the relocation of the Saugus Railway Station, from its present site on San Fernando Road to William S. Hart Park, restoration of the structure, construction of improvements including landscaping and irrigation, the management and operation of the museum facility and the maintenance of the demised premises. All work accomplished under this project will be the responsibility of the Historical Society.

Based upon our evaluation, we have determined that the museum proposal would be beneficial to the public, be in the best interests of the County, and compliment the present operation of facilities at Hart Park. The site identified for the proposed museum is presently undeveloped and is located on that portion of Hart Park known as the "Frew" property. The proposal as submitted would provide for an orderly development of the property and the operation and maintenance of the museum facility involving no expenditure of County funds.

Provisions of the Public Resources Code, Sections 5135 to 5138 authorize the County to enter into an agreement with the Historical Society for the purposes of providing a museum facility to benefit the public. Specifically, the County may permit the erection of buildings and improvements on County property and to delegate the management, operation, maintenance and regulations to the donor upon such terms and conditions as prescribed by the County. The County in granting such a right requires that the public shall be admitted to the museum at reasonable times and that no charges or fees for admission to the museum shall be levied except such charges that are necessary to defray the cost of operation and maintenance of the museum.

The agreement provides for the Santa Clarita Valley Historical Society to undertake the complete restoration, construction, operation, management, and maintenance of the museum facility and that all costs shall be borne by the Society. In addition, the agreement also allows the Society to retain title to the Saugus Railway Station during the term of this agreement (which the Society has the option to renew for an additional 20-year term) and donates all structures, buildings, and improvements to the County upon termination of this agreement. The agreement further contains the standard provisions for the protection of the County and Society, such as hold harmless and indemnification clauses.

Honorable Board of Supervisors
Page Three
May 23, 1980

The Santa Clarita Valley Historical Society was founded in 1975 and incorporated as a nonprofit charitable trust organization under the laws of the State of California. It is dedicated to the preservation and public viewing of buildings, books, documents, photos, prints, records and artifacts that have historical significance to the Santa Clarita Valley and surrounding areas. The Saugus Railway Station, built in the late 1800's, is the only surviving railroad building of its kind in the Valley. The station was offered to the Historical Society by its owners, the Southern Pacific Transportation Company, with the condition that the station be moved off of its present location by June 30, 1980. This is a unique opportunity for the Society to develop an historical facility utilizing the station as a museum to depict the historical events of the Santa Clarita Valley. The station in itself is historically significant in that the settlement of the Santa Clarita Valley was triggered by the construction of the railroad line between San Francisco and Los Angeles.

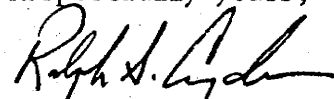
In discussions with the Historical Society, the refurbishment of the station will include exhibit and storage areas for the collected artifacts obtained by the Society. In addition, the museum facility will include an office for the Historical Society and a meeting room that will be available to the County as well as other community organizations.

This Department has prepared, in compliance with the California Environmental Quality Act and with the State and County Guidelines, an Environmental Negative Declaration indicating that this project will not have a significant effect upon the environment.

The attached agreement has been executed by the Society and approved as to form by County Counsel.

It is requested that your Board approve the attached Negative Declaration and that a certified copy of the Board's action in this matter and a fully executed copy of the agreement be submitted to this Department for distribution to the Society.

Respectfully yours,


Ralph S. Cryder
Director

MJK:lab

Attachments

cc: Executive Officer (30)
Each Supervisor (5)
Chief Administrative Officer (1)
County Counsel (1)
Park & Recreation Commission (1)

DONATION AND OPERATING AGREEMENT
FOR SANTA CLARITA VALLEY HISTORICAL MUSEUM
WILLIAM S. HART PARK

36711

This AGREEMENT, made and entered into this 3rd day of June, 1980,
BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and
politic and a political subdivision of the
State of California, hereinafter referred
to as "County",

AND

SANTA CLARITA VALLEY HISTORICAL SOCIETY,
a California nonprofit corporation, herein-
after referred to as "Society",

W I T N E S S E T H

WHEREAS, County owns certain park land within William S. Hart Park,
known as the Frew property; and

WHEREAS, County is authorized by provision of the Public Resources
Code Section 5135-5138 to permit the erection of buildings and improvements and
delegate the management, operation, maintenance, and regulation thereof to the
donor; and

WHEREAS, Society's purpose is the collection, preservation, and
public viewing of buildings, books, documents, photos, prints, records, artifacts,
etc. that have historical significance to the Santa Clarita Valley and sur-
rounding areas; and

WHEREAS, Society owns the Saugus Railway Station and desires to
erect, construct, maintain, operate and regulate the same as a historical
museum for the benefit of the general public; and

WHEREAS, Society is willing to contract such an historical operation in accordance with the terms and conditions of said statute and of this contract,

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them agree as follows:

1. USE GRANTED

1.01 The County hereby grants to Society exclusive use to install, construct, maintain, and operate 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. The Society may at its discretion allow use of the building for meetings of other recognized community groups.

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 constructing 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 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 for approval and said requested use may 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 real 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 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 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 Unless County notifies Society in writing at least one year before the end of the additional twenty (20) year term provided for in Section 3.02, that County wants Society's operation to cease at the end of said twenty (20) year term, Society shall have the option to renew this Operating Agreement for a second additional twenty (20) year term, upon the giving of written notice to County at least ninety (90) days prior to

the end of the first additional twenty (20) year term.

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.

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 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 separate fund 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 County 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 at the

time of installation.

6.09 It is understood that the construction required herein is subject to the 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 herein extend the completion thereof beyond the date provided in Section 16.10. 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 these improvements contracted by Society and 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 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 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.

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, 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.

8.09 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 requested 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 County 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, 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 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 any cost incurred in excess of any consideration received from the sale, removal or demolition thereof.

8.17 Programmed Events

The Society hereby grants to the County use of the facility on a mutually agreeable basis 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. The exclusive right for use of the subject facilities and premises shall remain vested in the Society.

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 the 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.

10.03 Such policy of insurance as specified in Section 10.02a shall be in effect during the period involving the movement of the building onto park property, the restoration of the station, and the construction of improvements as identified in Section 6.

10.04 Policy shall be primary in all instances and name the County of Los Angeles as additional named insured.

10.05 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 unreasonable 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 for 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 scheduled hours of operation.

16.02 The failure of Society 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's 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 any one phase of the required construction by January 1, 1981.

16.10 Failure to have completed all 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 is 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 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 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 scheduled 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

19.01 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 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.

"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.

"Museum Facility": restoration of the Saugus Railway Station on subject premises and its management, operation, maintenance, and regulations as an historical museum.

"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 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 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, 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.

26. ENTIRE AGREEMENT

26.01 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 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 [Signature]
Chairman, Board of Supervisors

SANTA CLARITA VALLEY HISTORICAL SOCIETY

By Ruth Newhall
Ruth Newhall, President

By Helmut S. Blancher
Secretary

By Cynthia Neal-Harris
Chairperson - Committee for the
Preservation of the Saugus Railway Station



ATTEST:

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

By [Signature]
Deputy

APPROVED AS TO FORM:

JOHN H. LARSON
County Counsel

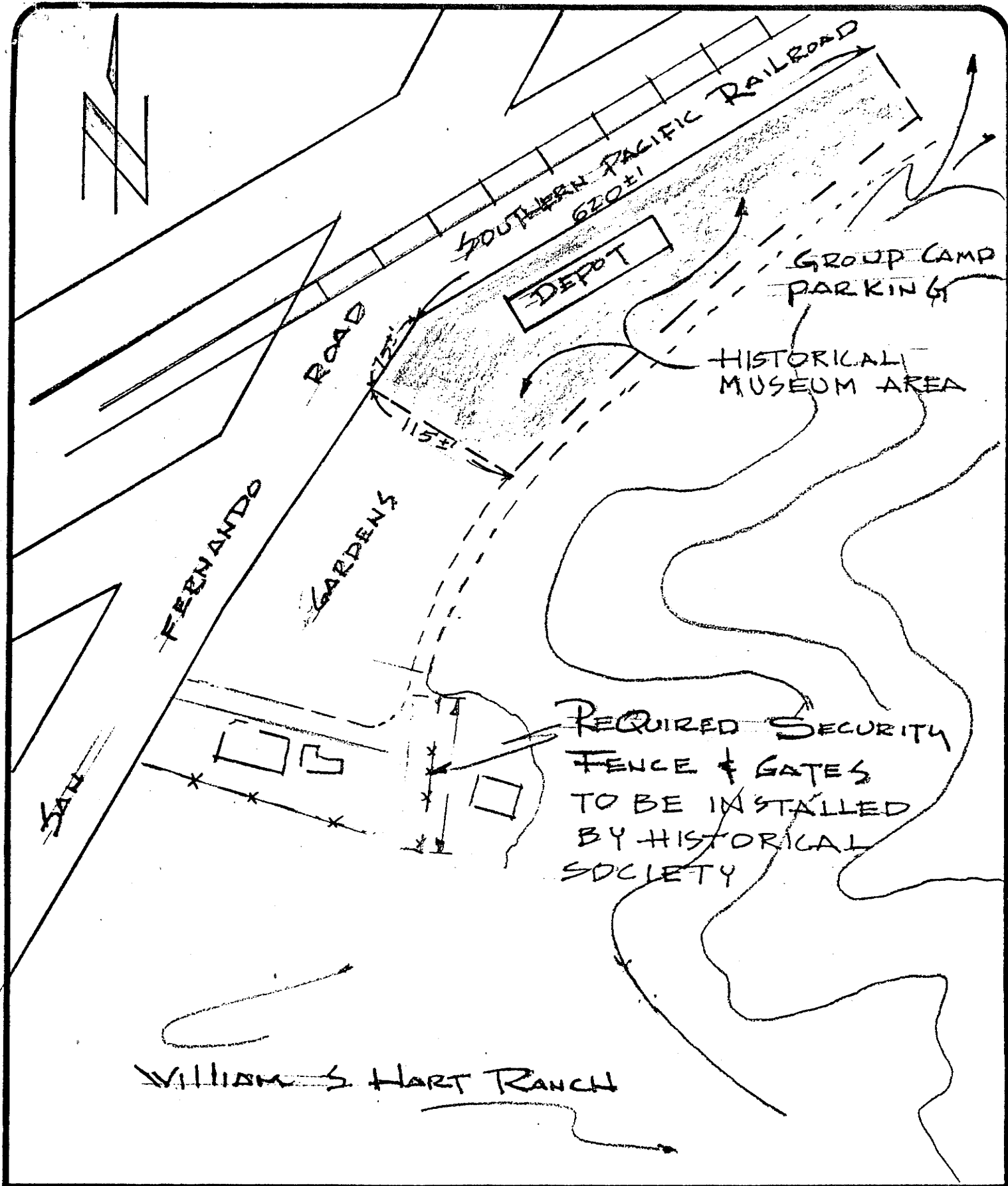
By [Signature]
Assistant

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49

JUN 3 1980

[Signature]
JAMES S. MIZE
EXECUTIVE OFFICER



PLANNING AGENCY
 DEPARTMENT OF
 PARKS & RECREATION
 COUNTY OF LOS ANGELES

SCALE: NOT TO SCALE
EXHIBIT A

JOB NO.	DATE
DES.	DRW. NO.
DR.	
CK.	



May 19, 1980

PHASING OF RESTORATION OF SAUGUS DEPOT

Phase 1 [Moving to new site]

- a. Preparation of station for moving
- b. Site preparation of Frew property
- c. Installation of water meter for construction
- d. Construct foundations
- e. Moving, including replacement of utility wires & fence
- f. Connect permanent hydrant & water meter.
- g. Construct septic tank
- h. Set building on foundations; anchor
- i. Reconnect two sections of building
- j. Connect septic tank and utilities

Phase 2 [Exterior repairs]

- a. Repair roof
- b. Repair other damaged exterior parts, replace doors and windows as needed
- c. Paint exterior

Phase 3 [Surrounding area]

- a. Install walkways, ramps
- b. Lay out planting areas; install irrigation
- c. Prepare parking areas
- d. Install security fence below Hart Park barn

Phase 4 [Interior]

- a. Repair bathrooms; connect fixtures
- b. Repair and refurbish ticket office, waiting room, express office, and other small rooms in center portion for use as offices, storage, museum display. This includes minor and major repairs: counters, flooring, lighting, heating, air conditioning.
- c. Equip with basic furniture and start occupancy.

Phase 5 [Interior]

- a. Repair and refurbish [as in Phase 4] baggage room [now at south end]
- b. Equip to serve as display room and small meeting room.

Phase 6 [Interior]

- a. Repair and refurbish freight room [large room now at north end]
- b. Equip to serve as display room and large meeting room.

EXHIBIT B



COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

155 West Washington Boulevard - Room 1200 - Los Angeles, California 90015 - (213) 744-4211

May 13, 1980

DIRECTOR
RALPH S. CRYDER

CHIEF DEPUTY DIRECTOR
JOSEPH W. HALPER

TO: Whom It May Concern
FROM: James F. Schumann
Deputy Director
SUBJECT: NEGATIVE DECLARATION
WILLIAM S. HART COUNTY PARK
SAUGUS RAILWAY STATION RELOCATION
AND REFURBISHMENT PROJECT

DEPUTY DIRECTORS

Administration
James Okimoto

Parks
Ray Dortch

Planning
James Schumann

Recreation
Morri Lubarsky

COMMISSION

J. Mariano Castillo
Patricia A. Delaney
Vernon Fay
Gloria Heer
Chester Washington

Attached is a copy of the Negative Declaration prepared for the relocation and refurbishment of the Saugus Railway Station. The station will be relocated from its present location on San Fernando Road to a new location within William S. Hart Park. This Department has evaluated the project and finds that it will have no significant impact on the environment.

The attached document was prepared in accordance with the requirements of the California Environmental Quality Act of 1970, as amended.

If you have any questions concerning the information in this document, please contact Ms. Lillie Lowery at (213) 744-4351.

LL:kv

Attachment



**PARKS ARE FOR
PEOPLE**

County of Los Angeles
Department of Parks and Recreation

WILLIAM S. HART COUNTY PARK
SAUGUS RAILWAY STATION
NEGATIVE DECLARATION

I. Location and Description of Project

The Saugus Railway Station will be located on San Fernando Road in the Fifth Supervisorial District within the existing William S. Hart Park (see attached map).

The project involves the relocation and refurbishment of the Saugus Railway Station, by the Santa Clarita Valley Historical Society. The project consists of the immediate relocation of the station from its present location on San Fernando Road to a new location northeasterly at William S. Hart Park. In addition to refurbishing the building, improvements will include: landscaping and irrigation, a parking lot, and walkways. The project will also involve minor excavation and grading for drainage and foundation improvements, as well as fencing for security improvements.

II. Finding of No Significant Effect

Based on the attached Initial Study, it has been determined that this project will have no significant adverse effects on the environment.

III. Mitigating Measures

The mitigating measures for potential effects are discussed in the attached Initial Study and will be added to the design and construction of the proposed project.

LL:kv
5/80

Attachment

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

STAFF USE ONLY

INITIAL STUDY

Case Number: N/A

Applicant: Los Angeles County Department of Parks and Recreation

Location: The Saugus Railway Station will be located within William S. Hart Park, adjacent to San Fernando Road, in the unincorporated area of Newhall, California. William S. Hart Park is in the Fifth Supervisorial District of Los Angeles County.

Description of Project: The project involves the relocation of the Saugus Railway Station from its present location on San Fernando Road to a new location within the existing William S. Hart Park. The project will involve the relocation and refurbishment of the station building (144'x40') at the park within an area of 50'x650'x125', and preservation of the historical significance of the structure for the residents of the Santa Clarita Valley and other surrounding areas. The display of buildings, books, documents, photos, prints, records and other legendary exhibits will be open to the public for viewing.

Environmental Setting: The project will be developed along the north-easterly boundary of William S. Hart Park. The site is presently an undeveloped open-space area situated adjacent to the Southern Pacific Railroad tracks and the Hart Park community garden plots. There are no trees or other vegetation to be removed and no rare or endangered species on the site.

Zoning: A-1-10,000 (Light agriculture with minimum lot sizes of 10,000 sq.ft.)

General Plan: The development of the site as a portion of the existing William S. Hart County Park is compatible with the General Plan.

Potential Significant Effects: Based on the factor's contained in the attached Environmental Checklist, it has been determined that the project development will not have a potential significant effect on the environment.

Mitigating Measures/Conditions: There are no mitigating measures required for this project. Increased traffic and access to the proposed facility may present a problem after the facility is opened to the public. This is anticipated to be minimal, however, as periods of visitation to the facility will be primarily during non-peak traffic hours. Since the access point to the facility will be located at a different location than the major park access, visitor access to the park should not present a problem.

COMMENTS:

The project will have a positive effect on this Department's operation, maintenance and certain financial responsibilities, which will be provided by the Santa Clarita Historical Society. The project will provide an enriching historical monument to Santa Clarita Valley and other surrounding areas. In addition, the project will have a positive impact on education, by promoting the preservation and availability of historical facilities within the Newhall community.

ENVIRONMENTAL FACTORS	No Sig Effect	Poten. Sig. Effect	EXPLANATION
Geologic Hazard	X		
Soils Hazard	X		
Fire Hazard	X		
Flood Hazard	X		
Noise	X		
Water Quality	X		
Air Quality	X		
Biota	X		
Community Disruption	X		
Archaeological/Historical/ Paleontological	X		
Scenic Qualities	X		
Energy Consumption	X		
Education	X		
Fire Service	X		
Police Service	X		
Liquid and Solid Waste Disposal Services	X		
Traffic/Access		X	There is one major entrance onto the proposed project area, but*
Other Governmental Service	X		
Water/Gas/Electric Service	X		
Other Factors	X		

*there is a secondary, alternate entrance and existing parking which will be used for the Saugus Railway Station. Any increased traffic generated by this project is expected to occur during non-peak commuter traffic periods and therefore should not create a significant effect upon the area.

DETERMINATION

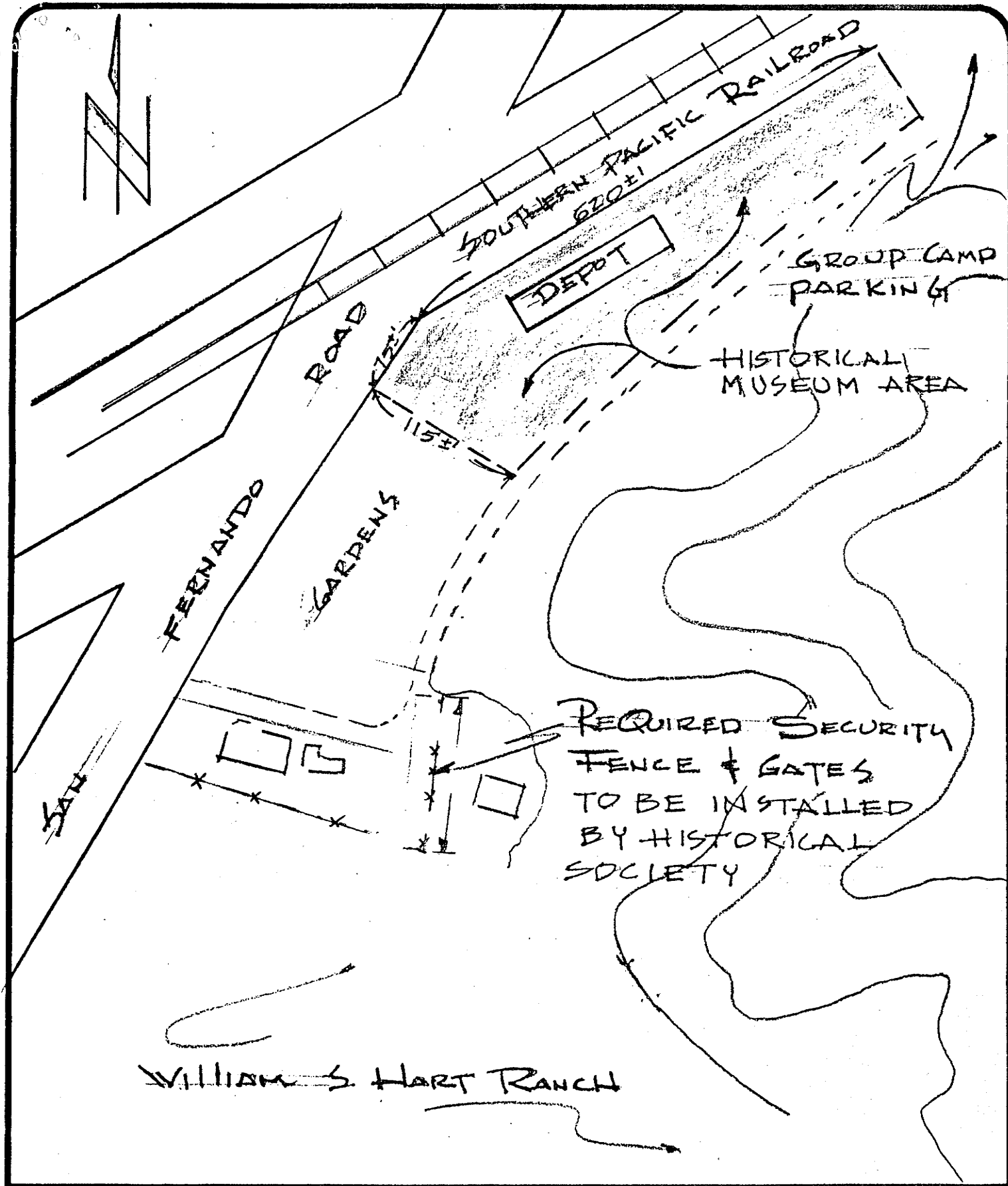
On the basis of this Initial Study:

- I find the proposed project will not have a significant effect on the environment.
- I find that although the proposed project may have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described above have been added to the project.
- I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required. The potential significant effects have been identified above.

REVIEWED BY:

Lillie Lowery,
Park Planning Assistant


DATE: May 14, 1980




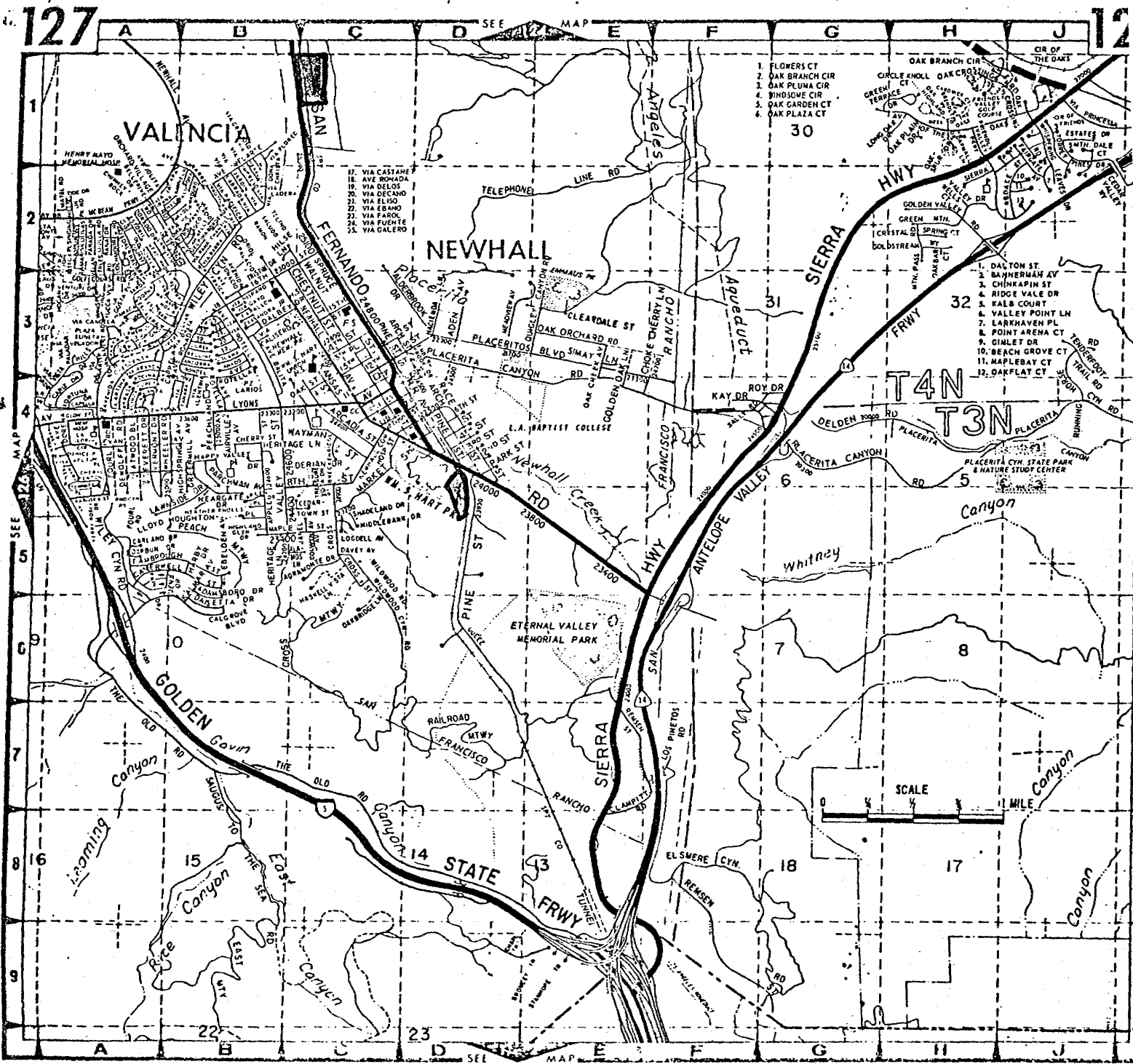
PLANNING AGENCY
 DEPARTMENT OF
 PARKS & RECREATION
 COUNTY OF LOS ANGELES

SCALE: NOT TO SCALE
 EXHIBIT A

JOB NO.	DATE
DES.	DRW. NO.
DR.	
CK.	

 Saugus Railway Station Present Location

 Saugus Railway Station New Location



127

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SEE MAP 27
SEE MAP 28
SEE MAP 29
SEE MAP 30
SEE MAP 31
SEE MAP 32
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