



**LICENSE AGREEMENT
BY AND BETWEEN**



**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

AND

SANTA CLARITA VALLEY HISTORICAL SOCIETY

FOR

THE OPERATION OF HERITAGE JUNCTION

OCTOBER 1, 2010

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APPLICABLE DOCUMENTS/STANDARD EXHIBITS

- A DEMISED PREMISES
- B NEGATIVE DECLARATION.....
- C LICENSEE'S EEO CERTIFICATION
- D SAFELY SURRENDERED BABY LAW
- E INTERNAL REVENUE SERVICE NOTICE NO. 1015
- F LICENSEE CONFIDENTIALITY CERTIFICATION.....
- G PATRON COMPLAINT FORM.....
- H SCVHS VOLUNTEER TRAINING AND PROTOCOLS.....
- I DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- J DESIGNATED SMOKING AREA.....

LICENSE AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
AND
SANTA CLARITA VALLEY HISTORICAL SOCIETY

This License Agreement and Exhibits made and entered into this 1st day of October, 2010

BY AND BETWEEN

COUNTY OF LOS ANGELES, a
body corporate and politic,
hereinafter referred to as
"County",

AND

**SANTA CLARITA VALLEY
HISTORICAL SOCIETY**,
hereinafter referred to as
"Licensee"

RECITALS

WHEREAS, County owns certain real property at 24151 Newhall Avenue, Newhall, California, 91321 as described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Santa Clarita Valley Historical Society, also known as Heritage Junction is situated at 24101 Newhall Avenue, Newhall, CA, 91321 on County property and serves to educate the public of the history of the Santa Clarita Valley through historically significant buildings, artifacts, documents and other valuable historical data; and

WHEREAS, on July 13, 2010 the County entered into an agreement that was subsequently extended for three months for the site known as the "Junction;" and

WHEREAS, Licensee is willing to exercise the grant of such license in accordance with the terms and conditions prescribed therefore; and

WHEREAS, this License Agreement therefore authorizes the Director of the Department of Parks and Recreation to act on behalf of the Los Angeles County

pursuant to Section 44.5 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.26.140 (A);

WHEREAS, the Santa Clarita Historical Society agrees to provide educational tours and lectures and programs as a public service to the residents of California; and

WHEREAS, the County agrees to co-sponsor certain activities in providing park facilities and grounds that are in the public's interest, making the fullest possible use of public facilities; and

WHEREAS, the Director shall act on behalf of the County on contractual or administrative issues relating to the enforcement of this agreement, or his authorized representative;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

1.1 Exhibits A through J are attached to, and form a part of this License Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base License Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the License Agreement and then to the Exhibits according to the following priority:

- 1.1.1 Exhibit A - Demised Area.....
- 1.1.2 Exhibit B – Negative Declaration.....
- 1.1.3 Exhibit C – Licensee’s EEO Certification.....
- 1.1.4 Exhibit D – Safely Surrendered Baby Law.....
- 1.1.6 Exhibit E – IRS Notice 1015.....
- 1.1.7 Exhibit F – Licensee Confidentiality Certification
- 1.1.8 Exhibit G – Licensee Patron Complaint Form.....
- 1.1.9 Exhibit H- Licensee Volunteer Training and Protocols.....
- 1.1.10 Exhibit I – Defaulted Property Tax Reduction Program.....

1.1.11 Exhibit J – Designated Smoking Area.....

1.2 This License Agreement and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous License Agreements, written and/or oral, and all communications between the parties relating to the subject matter of this License Agreement. No changes to this License Agreement shall be valid unless prepared pursuant to Section 9, Change, Notices and Amendments, of this License Agreement, and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **Agreement:** Agreement executed between Los Angeles County and Licensee. It sets forth the terms and conditions for the License Agreement.
- 2.2 **Licensee:** Santa Clarita Valley Historical Society.
- 2.3 **Demised Premises:** The real property known as "Heritage Junction."
- 2.4 **Licensee Operations Manager:** The Executive Director designated by the Licensee to administer the License Agreement operations after award of the License Agreement.
- 2.5 **State:** The State of California.
- 2.6 **County:** The County of Los Angeles.
- 2.7 **Park:** William S. Hart Park.
- 2.8 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or an authorized representative thereof.
- 2.9 **Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this License Agreement.
- 2.10 **Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on License Agreement or

administrative matters relating to the enforcement of this License Agreement, or his authorized representative(s).

- 2.11 **County Contract Manager:** Superintendent of William S. Hart Park or his/her authorized representative.
- 2.12 **County Contract Monitor:** Staff Monitor of the Contracts Division of the Department of Parks and Recreation and the County Contract Manager.
- 2.13 **Superintendent:** Superintendent of William S. Hart Park or his authorized representative.
- 2.14 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.15 **Agreement Year:** The first day of the month following approval by the Board of Supervisors.
- 2.16 **Private Function:** Any event that is closed to the public, including, without limitation, weddings, parties, birthdays, etc.

3.0 USE GRANTED

- 3.1 The Licensee is hereby authorized to operate a museum complex known as the "Heritage Junction" for the preservation of the history and memorabilia of the Santa Clarita Valley, thus contributing to the education and cultural development of the County of Los Angeles as shown in Exhibit A, Demised Premises, attached hereto and by reference is incorporated herein.
- 3.2 The Demised Premises shall be used only for its authorized purposes and such other purposes as are directly related thereto provided express written approval is granted by the Director. Any private functions, as defined in Definition 2.16, shall require the prior written approval of the Director.

3.2.2 Licensee Agreement

Under a temporary permit, a number of these buildings as listed in section 4.6 have already been relocated onto Hart Park. This was necessary to save and preserve the buildings from destruction by vandalism or demolition, pending the completion of a site plan that would identify the placement of historical buildings within the park

area. This plan has now been completed and identifies those locations within Hart Park where historical buildings significant to the Santa Clarita Valley and surrounding areas can be located. Both the existing and re-designated park premises are located on County purchased property, (see Exhibit A) and are not part of the park property granted pursuant to the Will of William S. Hart. (See Exhibit B)

- 3.3** The County, at its sole option, upon five (5) business days prior written notice to Licensee, may develop and maintain landscaping on the Demised Premises, including but not limited to, grading, filling, compaction, installation of irrigation systems, planting, replanting, weed abatement, tree trimming and periodic maintenance of landscaping at any time during the term of this license. Licensee shall make no claim against County for any damage or destruction of Licensee's personal property or for any inconvenience resulting from any such activities.
- 3.4** It is further understood that the Demised Premises may be made freely accessible to the public for park and recreation purposes. Licensee shall make no claim against County for any damage or destruction of Licensee's personal property or for any inconvenience resulting from such public use of the Demised Premises.
- 3.5** The right and permission of Licensee is subordinate to the right of County to use said real property for the public purposes to which it now is and may, at the option of the County, be devoted. Licensee undertakes and agrees to use said real property and to exercise this License Agreement jointly with County, and will at all times exercise the permission herein given in such manner as it will not injure or interfere with the full use and enjoyment by the public of the premises lying outside of any authorized barriers.
- 3.6** **Habitation**
The historical structures at Demised Premises shall not be used for human habitation.

4.0 DEMISED PREMISES

- 4.1** The real property located at 24101 Newhall Avenue, Newhall, CA 91321. The Heritage Junction is hereinafter referred to as "Demised Premises", as shown in Exhibit A attached hereto and incorporated herein by reference.
- 4.2** Licensee acknowledges personal inspection of the Demised Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Licensee accepts the Demised Premises in their present physical condition, and agrees to make no demands upon County for any improvements or alterations thereof.
- 4.3** Licensee may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the premises at Licensee's expense, provided: it first obtains written approval from the Director; permits are obtained therefore as hereinafter required; and there is compliance with such terms and conditions relating thereto, as may be imposed thereon by the Director.
- 4.4** Licensee hereby acknowledges the title of the County or its successors in said real property, to the Demised Premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title. Licensee further agrees that Licensee's use and occupancy of said premises shall be referable solely to the permission herein granted.
- 4.5** Ownership of all structures, buildings or improvements constructed by Licensee upon the Demised Premises and all alterations, additions or betterments thereto shall remain the property of the Licensee. Upon termination of the Agreement, thereof, whether by expiration of the term, cancellation, forfeiture, revocation, or otherwise, the Licensee will be required, at its own expense, to remove all buildings, artifacts and all its improvements within ninety (90) days after the termination of the Agreement, and promptly return the premises to its original condition, to the satisfaction of the County. Should the Licensee fail to remove the

historic buildings, related artifacts and all its improvements, the County will be entitled to keep such improvements or remove them from the premises, and the County may restore said premises to its original condition entirely at the risk and expense of the Licensee.

4.6 Buildings/Artifacts/Equipment

The Licensee acknowledges ownership on Demised Premises of the following structures, buildings, improvements or equipment:

- Mitchell Adobe
- Newhall Ranch House
- Kingsburry House
- Saugus Train Station
- Pardee House
- Callahan Schoolhouse
- Edison House
- Ramona Chapel
- Mogul Engine 1626
- Artifacts
- Community Garden
- Farm Equipment
 - 2 (two) Tractors with Tank Trailer, 3 discs, 2 plows, 2 rakes; Hay balers and 2 (two) cultivators belong to the County. Licensee is granted their use as display artifacts.
- Assorted Miscellaneous Unidentified Machinery

5.0 TERM OF LICENSE AGREEMENT

5.1 The term of this License Agreement shall be for a maximum period of ten (10) years commencing on October 1, 2010, unless terminated sooner or extended, in whole or in part, as provided in this License Agreement.

5.2 Regardless of the manner or duration of use or occupancy of Demised Premises by the Licensee and regardless of the permanent character of any works or structures constructed or installed therein or thereon by the Licensee, this license may be revoked by the County at any time, without

cause, by giving ninety (90) days written Notice of Revocation to the Licensee.

- 5.3 By reasons or acts beyond the control of the County, this License Agreement may also be terminated by the County without liability or damages whenever the County is prevented by operation of laws, acts of God or by the official action of federal, state, or local authorities from complying with the provisions of this License Agreement.

6.0 CONSIDERATION

- 6.1 Licensee is providing a public service consistent with California Governmental Code. Cal Gov Code 26227.

7.0 SERVICES AND PROGRAMS PROVIDED BY THE LICENSEE

- 7.1 The Licensee will operate, maintain and provide for the preservation of the buildings, documents, records, photos and other archives of historical significance to the Santa Clarita Valley.

7.2 Schedule of Events

- 7.2.1 Licensee shall provide to the Superintendent a proposed tentative written schedule of activities on a quarterly basis, not less than sixty (60) days prior to commencement of the quarter. This schedule shall be approved by the Superintendent or his designee and may be modified by mutual consent of County and Licensee.

- 7.2.2 The Director's pre-approval is required for each event involving the consumption of alcoholic beverages. The Licensee shall complete the necessary required documents for said approval and submit these documents to the Director in accordance with the Department of Parks and Recreation Rules and Regulations. Sale of alcoholic beverages requires the written pre-approval of the State of California Alcoholic Beverage Control Board.

- 7.2.3 Any use of the Hart Park parking lot at Hart Hall will include fees and charges for its use. Fees can only be waived by

the Board of Supervisors or by the Director consistent, with Departmental policy.

7.2.4 If any Licensee activities are scheduled after business hours, County personnel must be present and Licensee shall be responsible for all personnel costs. The Superintendent, in his sole discretion, shall determine the amount of personnel, if any, needed for the activities that include the usage of the Park.

7.2.5 Licensee shall appoint a representative to meet once a month with the Superintendent of William S. Hart Park to discuss programs, contractual concerns, hours of operation issues, or other matters that need to be addressed.

8.0 DAYS AND HOURS OF OPERATION

Demised Premises shall be open to the public on Saturday and Sunday for a minimum of three (3) hours per day and at such other times by appointment to permit persons affiliated with educational organizations, professional architectural associations and historical Licensee to study structures. The schedule may be modified by Licensee's and Superintendent's mutual consent to increase or decrease public hours for the Demised Premises.

9.0 CHANGE NOTICES AND AMENDMENTS

9.1 Agreement Enforcement and Amendment to the License Agreement

9.1.1 This document may be modified only by further written agreement between the parties hereto. The Board of Supervisors hereby authorizes the Director to act on its behalf in negotiations, approval, preparation and execution of any modification deemed necessary in the proper administration of this License Agreement. The Director shall consult with appropriate County employees and officials in the preparation of such amendments and in all circumstances shall obtain County Counsel's approval as to form prior to execution of final documents. Any such modification shall not be effective unless and until executed by Licensee and in the case of the County, until approved by the Director.

9.2 The County's Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions in the License Agreement during the term of this License Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors. To implement such orders, an Amendment to the License Agreement shall be prepared and executed by the Licensee and Director.

10.0 IMPROVEMENTS

10.1 Approvals

Any proposed improvement undertaken by the Licensee that requires a County permit, including but not limited to construction of utilities, landscaping, painting, replanting, or removal, irrigation, site improvements such as paths, walkways, benches, lighting, interpretive exhibits and panels, demolition, relocation or replication of existing buildings, and construction of new buildings, shall be submitted to and have the prior written approval of the Director. Notice of a proposed improvement project shall be provided to the Director in writing and shall include sufficient detail regarding proposed scope, cost estimate, time frame and proposed funding for the project. The Director shall provide written approval, or estimated time required to provide such approval of any proposed improvement to Demised Premises within 30 days of receipt of all necessary documents. Depending on the size and scope of work of any improvement project proposed by the Licensee, the Licensee may submit a written request to the Director, that the requirements of Section 8.0 be waived with a justification for the request. Director or his authorized representative shall provide a written response to said waiver request within 14 days of receipt of request.

10.2 Funding

Unless otherwise approved by the Director in writing, all funds for the costs of any capital improvement, inclusive of costs of performance and payment bonds and the costs of any permits, shall be solely the

responsibility of the Licensee. The Director agrees to consult with the Licensee, as requested, with regard to the feasibility of public-assisted financing methods in connection with proposed capital improvements.

10.3 Plan Preparation

10.3.1 Unless otherwise approved by the Director in writing, the Licensee shall ensure that all improvement plans are prepared by qualified professionals such as architects, engineers and landscape architects who are licensed by the State of California and are approved in advance by the Director. The Licensee shall be required to utilize the services of an experienced construction management consultant in connection with any project performed hereunder, unless otherwise agreed to in writing by the Director.

10.3.2 Unless otherwise approved by the Director in writing the Licensee shall obtain the written approval of the Director of the schematic design, design development, constructions drawings, bid documents, and cost estimates of any project performed hereunder, unless otherwise agreed to in writing by the Director.

10.4 License Agreement Approval

Unless otherwise approved by the Director in writing, copies of all License Agreements for projects requiring the issuance of a building permit between the Licensed Premises and Licensee's architects, engineers and Contractors shall be furnished to and consented to in writing by the Director. The Director's consent shall not be unreasonably withheld.

10.5 Environmental Impacts

The Licensee shall coordinate environmental impact issues with the Director in compliance with the California Environmental Quality Act (CEQA) and shall receive written approvals and authorizations from the Director. The Licensee shall, however, maintain full responsibility for compliance with the CEQA and related requirements relative to the Negative Declaration for Amendment #1 to former existing Operating Agreement 36711, dated June 23, 1992. (See Exhibit B.)

10.6 Construction Management

The Licensee shall be required to utilize the services of an experienced construction management consultant in connection with any project performed hereunder, unless otherwise agreed to in writing by the Director. The Licensee and/or its construction manager shall maintain responsibility for conducting regularly schedule site inspections, job meetings and documentation of these meetings to be maintained at the Demised Premises and be available for review by Department staff.

10.7 Performance Bond

In connection with any capital improvement project performed hereunder, the Licensee shall, at its own cost, obtain or require its contractor(s) to obtain a performance bond from an admitted California surety, in good standing, in an amount equal to one hundred percent of the construction cost of the improvement, unless the Director otherwise agrees in writing. Said performance bond and surety must be satisfactory to the County and shall name the County and the Licensee as obligees.

10.8 Payment Bond

In connection with any project performed hereunder, the Licensee shall, at its own costs, obtain or require its License Contractor(s) to obtain a payment bond from an admitted California surety, in good standing, equal to 100% of the construction cost of the project, unless the Director otherwise agrees in writing. Said payment bond and surety must be satisfactory to the County and shall name the County and Licensee as obligees.

10.9 Prevailing Wages

In connection with any capital project performed hereunder, the Licensee shall comply with and shall require all of its contractors to comply with all provisions of the Labor Code of the State of California, including but not limited to, the payment of prevailing wages to all persons providing labor on any such project.

10.10 Compliance with all Laws and Building Codes

The Licensee shall comply with and require its Contractor(s) to comply with all applicable laws, including County Building code requirements in connection with any projects performed hereunder.

10.11 Insurance

Upon review by and consultation with County's Risk Manager, in conjunction with the Director, the Licensee shall provide such insurance coverage as deemed necessary for the completed construction project.

10.12 Additional Provisions

It is contemplated that the County may impose additional obligations on the Licensee with respect to particular capital improvement projects performed hereunder and such additional requirements may be set forth in a separate writing signed by the Licensee and the Director on behalf of the County.

10.13 Any temporary structure (eg. for a seasonal event) if approved, shall be removed within the time mutually agreed upon by the Licensee and the Director.

11.0 ACCOUNTING RECORDS

11.1 All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset. In addition, such cash registers must have a tape located within the register upon which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. In the event of a technical or electrical failure of the cash registers, the Licensee shall record by hand all collections, and issue a sequentially pre-numbered customer's receipt in like manner.

- 11.2** Licensee shall furnish the Superintendent with a receipts report upon request.
- 11.3** Licensee shall maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursements of Licensee in connection with the operation. The method of accounting, including bank accounts, established for said operation shall be separate from the accounting system used for any other business operated by Licensee or for recording Licensee's personal financial affairs. Such method shall include the keeping of the following documents:
- 11.3.1** Regular books of accounting such as general ledgers;
 - 11.3.2** Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;
 - 11.3.3** 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;
 - 11.3.4** Cash register tapes (daily tapes may be separated but shall be retained so that from day to day the sales and/or rentals can be identified);
 - 11.3.5** Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts;
- 11.4** All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement and for five (5) years thereafter. In addition, the County may from time to time, conduct an audit and re-audit of the books and business conducted by Licensee and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act.

11.5 Annual Reports

A. Financial:

Licensee shall submit to the Director and County's Auditor-Controller, within a reasonable period of time, not to exceed one hundred twenty (120) days or October 31st from the end of each County Fiscal Year of this Agreement, an Annual Financial Report for the preceding fiscal year, to be compiled or verified by an independent, licensed accountant in such form as County's Auditor-Controller shall prescribe.

B. Operations

Licensee shall submit to the Director and Auditor-Controller, at the same time as its Annual Financial Report, an Annual Report pertaining to the management and operations of the Demised Premises pursuant to this Agreement for the preceding fiscal year.

C. Other Reports

Licensee agrees to submit to Director from time to time such other reports as Director may reasonably request subject to reasonable prior notice.

- 11.6** The Licensee agrees to keep on file with the Superintendent, at all times, a copy of its current By-laws, Articles of Incorporation, and Statement of Purpose. The Licensee also agrees to provide the Superintendent with monthly data on programs, activities, visitors and volunteers.

12.0 OPERATING RESPONSIBILITIES

12.1 Applicable Law

- 12.1.1** The Licensee shall conform to and abide by all Federal, State, County and local laws and regulations, insofar as the same or any of them are applicable, and as they may be amended; and where permits and/or licenses are required for the prescribed services authorized herein, the same must be first obtained from the regulatory agency having jurisdiction there over. Further,

the Licensee shall conform to and abide by all rules and regulations and policies of the Board of Supervisors and/or the Director of the Department of Parks and Recreation insofar as the same or any of them are applicable.

12.1.2 The Licensee hereby agrees to cooperate with the Director, County Contract Managers and Monitors and any appropriate Federal or State representative(s), in the reviewing and monitoring of records and procedures of the Licensee's operations for the operation of the Demised Premises. In addition, the Licensee agrees to indemnify and hold harmless the County and all its agents, officers and employees from and against any and all liability, damages, costs, and expenses, including but not limited to, defense costs and attorney's fees, arising from or related to any violation on the part of the Licensee or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

12.2 Additional Hart Park Use by the Licensee

In the event the Licensee wishes to utilize the park grounds surrounding the premises, Licensee shall submit a written request to the Superintendent who shall review such request and may authorize such use.

12.2.1 Licensee shall pay the County a fee for co-sponsorship, should the Licensee use the premises of the Park property or Demised Premises for special events, unless all proceeds are otherwise utilized at the Demised Premises or Park.

12.2.2 Any payment shall be by check or bank draft and made payable to the County of Los Angeles Department of Parks and Recreation. **Payment shall be mailed or otherwise delivered to the County of Los Angeles Department of Parks and Recreation, William S. Hart Park, 24151 Newhall Avenue, Newhall, CA 91321.**

12.3 Licensee's Volunteer Staff

12.3.1 Licensee shall designate one member of its staff as an Operations Manager with whom the County may deal with on a daily basis. Any person selected by Licensee as an Operations Manager shall be fully acquainted with the Licensee's operation, familiar with the terms and the conditions prescribed therefore by this License Agreement, and authorized to act in the day to day operation thereof.

12.3.2 Licensee shall maintain an adequate and proper staff for its operations herein. Such staff shall conduct their activities and operations with courtesy and consideration to members of the public. The Director may at any time, give the Licensee written notice to the effect that the conduct or action of a designated Licensee staff is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. Following the Director's written notice thereof, the Licensee shall, at the Director's discretion: (1) terminate such staff's work assignment; or (2) the Licensee shall meet with representatives of the Director to consider the appropriate course of action with respect to such matter and the Licensee shall take reasonable measures under the circumstances, to assure the Director that the conduct and activities of the Licensee's staff will not be detrimental to the interest of the public patronizing the premises.

12.3.3 Confidentiality

- a. The Licensee shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- b. The Licensee shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- c. The Licensee shall sign and adhere to the provisions of the Licensee Confidentiality Certification, Exhibit F.

12.3.4 Licensee Staff and Employee Practices

At any time prior to or during the term of this Contract, the County may require that all of the Licensee's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work or volunteer under this Contract. The County shall use its discretion in determining the method of background clearances to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Licensee's, regardless if the Licensee's staff passes or fails the background clearance investigation.

12.4 Illegal Activities

Licensee shall not knowingly permit any illegal activities to be conducted upon the licensed premises.

12.5 Disorderly Persons

Licensee agrees to report to the County and/or not to knowingly allow any loud, boisterous or disorderly persons to loiter within the premises.

12.6 General Maintenance

12.6.1 Licensee shall be responsible for maintaining, at its sole expense, the Demised Premises in good and substantial repair and condition. Licensee acknowledges and agrees that County shall not be responsible for any damages which may occur to the Demised Premises.

12.6.2 Upon notification of any damage or need for any repair, Licensee shall immediately repair such damage, but in no event later than ten (10) days after the occurrence. Licensee shall oversee the performance of all repairs required for the maintenance of the

Demised Premises in compliance with all applicable laws including, if necessary, the replacement thereof.

12.7 Safety

Licensee shall immediately correct any unsafe condition on the Demised Premises, as well as any unsafe practices occurring thereon. Licensee shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the Demised Premises. Licensee shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the Demised Premises, including a prompt report thereof to the Director. Licensee shall cooperate and comply fully with all Federal, State, County ordinances, and municipal ordinances or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all of the Licensee's structures and enclosures.

12.8 Sanitation

No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Demised Premises within a distance of fifty (50) feet thereof, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall provide that all refuse is collected as often as necessary, and in no case less than once a week, and shall pay all charges which may be made for the removal thereof.

12.9 Security Devices

Licensee, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the licensed premises from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Director.

12.10 Utilities

Licensee shall pay for all costs, fees or charges for the application, installation, maintenance or the use of any utilities or services required in the exercise of the permission herein granted. Licensee waives any and

all claims against the 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, electrical apparatus or wires serving the Demised Premises.

12.11 County's Use of Heritage Junction

By mutual consent with the Licensee, the County Reserves the right to schedule use of Heritage Junction.

12.12 Credit in Promotional Materials

The Licensee agrees that any advertising or promotional materials promulgated by the Licensee shall contain the words "William S. Hart Regional Park, County of Los Angeles," or any derivative thereof. Any such material shall be submitted to the Director or his designee for prior written approval.

12.13 Donation Policy

Upon approval of the License Agreement, Licensee shall submit to the County a copy of its written Donation policy within thirty (30) days of execution of this Agreement. The Licensee shall submit a videotaped and narrated inventory of all donated and loaned items displayed or in storage at the Demised Premises by June 30, 2011. In addition, a current written inventory of all donated and loaned items on display or stored at the Demised Premises shall be completed and submitted to the Superintendent by June 30, 2013. Licensee shall submit semiannual progress reports of the ongoing inventory beginning on or before January 1st 2012 and every 6 months thereafter. Any additions, deletions, or changes to the inventory must be made on an annual basis and submitted to the County within 60 days after the end of the fiscal year.

12.14 Easements

County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across Demised Premises for utilities and/or public access provided that County shall exercise such rights in a manner

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

12.15 Filming

Licensee shall direct all requests to conduct filming or any other commercial photographic activity requiring a permit at Demised Premises to the Superintendent of Hart Park. Failure to submit such requests for County approval may constitute an event of default. Filming permits shall not disrupt the daily operation and maintenance of the park nor deny the public access to the park's amenities

12.16 Signs

The Licensee shall not post signs upon Demised Premises or improvements thereon, unless prior approval thereof is obtained from the Superintendent of Hart Park.

12.17 Trade Fixtures

12.17.1 Licensee may install any appliances, furniture, fixtures or equipment (fixtures) consistent with the operations of Demised Premises in its historical context and in compliance with all building codes.

12.17.2 In the event the Director determines or has been notified that Licensee has installed fixtures not in compliance with all building code requirements, Licensee shall remove said fixtures upon receipt of written instruction from Director to do so. Failure of Licensee to remove said fixtures within thirty (30) days from receipt of such instructions may constitute an event of default.

12.17.3 During the last sixty (60) days preceding the termination of this License Agreement, Licensee shall remove same from the premises, other than for those items which personally have been furnished by the County or are so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should Licensee fail to so remove

said appliances, furniture, fixtures and equipment within said sixty (60) days period, Licensee 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. Licensee shall reimburse County of any and all costs, as determined by the Director, incurred in excess of any consideration received from the sale, removal or demolition thereof.

12.18 Permits

The Licensee shall have responsibility for securing all necessary permits and licenses, including wildlife permits for both live and taxidermy specimens, required for the conduct of its operations or any responsibilities enumerated herein that may be required by any public agency having regulatory jurisdiction thereof. The County shall assist only to the extent that it will provide verification to that regulatory agency that it has given permission to the Licensee to conduct the operations herein.

13.0 STANDARD TERMS AND CONDITIONS

13.1 Agreement Enforcement

- 13.1.1** The Director shall be responsible for the enforcement of this License Agreement on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof.
- 13.1.2** In the event either party commences legal proceedings for the enforcement of this License Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs incurred in the action brought thereon.
- 13.1.3** The Director shall be responsible for the enforcement of the License Agreement on behalf of County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof.

13.1.4 Any officers and/or authorized employees of County may enter upon the demised premises at any and all reasonable times for the purpose of determining whether or not the Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the Demised Premises.

13.2 Assignment and Delegation

13.2.1 The Licensee shall not assign its rights or delegate its duties under this License Agreement, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, the County consent shall require a written amendment to the License Agreement, which is formally approved and executed by the parties. Any payment by the County to any approved delegate or assignee on any claim under this License Agreement shall be deductible, at the County's sole discretion, against the claims, which the Licensee may have against the County.

13.2.2 Shareholders, partners, members, or other equity holders of the Licensee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Licensee to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the License Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provision of this License Agreement.

13.2.3 If any assumption, assignment, delegation, or takeover of any of the Licensee's duties, responsibilities, obligations, or performance of same by any entity other than the Licensee, whether through assignment, sub-License Agreement, delegation merger, buyout, or

any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the License Agreement which may result in the termination of the License Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Licensee as it could pursue in the event of default by the Licensee.

13.3 Cancellation

13.3.1 Upon the occurrence of any one or more of the Events of Default (as described in Section 13.8), this License Agreement shall be subject to cancellation by the Director. The Director shall give Licensee ten (10) days notice by personal service or by registered or certified mail of the grounds for cancellation and indicate that an opportunity to be heard thereon will be afforded, if request is made to the Director within ten (10) days from the date of said notice.

13.3.2 County shall have the right to effect cancellation of this License Agreement and recover from Licensee (a) any damages to the premises, and (b) any attorney's fees and costs of suit in recovering any portion of the above amounts from Licensee.

13.3.3 Upon cancellation, County shall have the right to take possession of the Demised Premises, including all improvements to the Demised Premises and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this License Agreement.

13.3.4 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 License Agreement.

13.4 Compliance With Civil Rights Laws

Licensee hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to

the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this License Agreement or under any project, program, or activity supported by this License Agreement.

13.5 Conflict of Interest

13.5.1 No County employee whose position with the County enables such employee to influence the award of this License Agreement or any competing License Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee or have any other direct or indirect financial interest in this License Agreement. No officer or employee of the Licensee who may benefit financially from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

13.5.2 The Licensee shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this License Agreement. The Licensee warrants that it is not presently aware of any facts that create a conflict of interest. If the Licensee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

13.6 County's Quality Assurance Plan

The County or its agent will evaluate Licensee's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Licensee's compliance with all agreement terms and performance standards. Licensee deficiencies that the County determines are severe or continuing and that may place performance of the License Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement and/or corrective action measures taken by the County and Licensee. If improvement does not occur consistent with the corrective action measures, the County may terminate this License Agreement or impose other penalties as specified in this License Agreement.

13.7 Damage to County Facilities, Buildings or Grounds

13.7.1 Licensee shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, appurtenances, buildings, or grounds caused by Licensee or employees or agents of Licensee. Such repairs shall be completed according to the specifications and instructions provided by the Director and shall be completed immediately after Licensee has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

13.7.2 In the event the Demised Premises shall be totally or partially destroyed, this License Agreement shall terminate immediately.

13.8 Events of Default

13.8.1 The failure of Licensee to comply with Section 6.0, Consideration, for the use granted herein in the manner and amount set forth hereinbefore.

13.8.2 The failure of Licensee to operate in a manner required by this License Agreement.

13.8.3 Any breach of this License Agreement which County, in its sole discretion, determines to be a material breach to the License Agreement.

13.9 Facsimile Representations

The County and the Licensee hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Notices and Amendments and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this License Agreement, and that the parties will follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

13.10 Force Majeure/Time Extensions

If performance by a part of any portion of this License Agreement is made impossible by any prevention, delay, or stoppage caused by strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items; government actions, civil commotions, fire or other casualty; or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused.

13.11 Governing Law, Jurisdiction, And Venue

This License Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Licensee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this License Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.12 Indemnification

Licensee shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Licensee's acts, visitors to

the museum, and/or omissions arising from and/or relating to this License Agreement.

13.13 Independent License

This License Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between County and Licensee. Licensee shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of Licensee pursuant to this license.

13.14 General Provisions for All Insurance Coverage

Without limiting Licensee's indemnification of County, and in the performance of this License Agreement and until all of its obligations pursuant to this License Agreement have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 13.14 and 13.15 of this License Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other License Agreement obligation imposed upon Licensee pursuant to this License Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License Agreement.

13.14.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below in Section 13.14.2) has been given Insured status under the Licensee's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this License Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Licensee's policy expiration dates. The County reserves the

right to obtain complete, certified copies of any required Licensee and/or Sub-Licensee insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified in this License Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**County of Los Angeles
Department of Parks and Recreation
License Agreements, Regional Division
301 North Baldwin Avenue, Arcadia CA 91007
Attention: Kandy E. Hays, Chief**

Licensee also shall promptly report to County any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also shall promptly notify County of any third party claim or suit filed against Licensee or any of its Subcontractors which arises from or relates

to this License Agreement, and could result in the filing of a claim or lawsuit against Licensee and/or County.

13.14.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

13.14.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Licensee's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

13.14.4 Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License Agreement, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this License Agreement. County, at its sole

discretion, may obtain damages from Licensee resulting from said breach.

13.14.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

13.14.6 Licensee's Insurance Shall Be Primary

Licensee's insurance policies, with respect to any claims related to this License Agreement, shall be primary with respect to all other sources of coverage available to Licensee. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

13.14.7 Waivers of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this License Agreement. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

13.14.8 Subcontractor Insurance Coverage Requirements

Licensee shall include all Subcontractors as insureds under Licensee's own policies, or shall provide County with each Subcontractors separate evidence of insurance coverage. Licensee shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Licensee as additional insureds on the Sub-Licensee's General Liability policy. Licensee shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

13.14.9 Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

13.14.10 Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this License Agreement. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License Agreement expiration, termination or cancellation.

13.14.11 Application of Excess Liability Coverage

Licensee may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13.14.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13.14.13 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13.15 INSURANCE COVERAGE

13.15.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

13.15.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

13.15.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Licensee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13.15.4 Property Coverage

Licensee's given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Licensee's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

13.16 Licensee's Warranty of Adherence to County's Child Support Compliance Program

13.16.1 Licensee acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through license agreement and/or License Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

13.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Licensee's duty under this License Agreement to comply with all applicable provisions of law, Licensee warrants that it is now in compliance and shall during the term of this License Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

13.17 Non-Discrimination and Affirmative Action

13.17.1 Licensee hereby certifies and agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, and the Americans with Disabilities Act of 1990, and that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or disability, be subject to discrimination under the privileges and use granted by this License Agreement or under any project, program or activity supported by this License Agreement.

13.17.2 Licensee certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, sex, age, marital status, or disability, 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.

13.17.3 Licensee certifies and agrees that sub Societies, if any, and any, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, sex, age, marital status, or disability.

13.17.4 All employment records of employees working at the Licensed Premises shall be open for inspection and re-inspection at any reasonable time during the term of this License Agreement for the purpose of verifying the practice of non-discrimination by Licensee in the areas heretofore described. All information obtained in connection with the inspections of records shall be

treated as confidential information and exempt from public disclosure thereof to the extent permitted by law.

13.17.5 If County finds that any of the above provisions have been violated, the same shall constitute a material breach of license agreement and/or License Agreement upon which County may determine to cancel, terminate, or suspend this License Agreement. County reserves the right to determine independently that the non-discrimination provisions of this License Agreement have been violated. In addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated State or Federal non-discrimination laws or regulations shall constitute a finding by County that Licensee has violated the non-discrimination provisions of this License Agreement.

13.17.6 The parties agree that in the event Licensee violates the non-discrimination provisions contained herein, County shall, at its option, be entitled to a sum of FIVE HUNDRED DOLLARS (\$500.00) pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this License Agreement. Licensee further agrees that FIVE HUNDRED DOLLARS (\$500.00) is a reasonable sum under all of the circumstance existing at the time of the execution of this License Agreement.

13.18 Notices

Any notice required to be given under the terms of this License Agreement or any law applicable thereto may be: (1) by facsimile; (2) sent by electronic mail (email); (3) delivered by personal service, placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on 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 Licensee shall be: **Santa Clarita Valley Historical Society, 24101 Newhall Avenue, Newhall, CA 91321. Attention: Pat Saletore, Executive Director**, or such other place as may hereafter be designated in writing to the Director by Licensee. **The address to be used for any notice served by mail upon the County shall be: Los Angeles County Department of Parks and Recreation, 24151 Newhall Avenue, Newhall, CA 91321. Attention: Norman Phillips, Regional Park Superintendent II**, or such other place as may hereafter be designated in writing to Licensee by the Director. Service by mail shall be deemed complete upon deposit in the above mentioned manner. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this License Agreement.

13.19 Notice to Employees Regarding the Federal Earned Income Credit

The Licensee shall notify its employees, and shall require each Subcontractor, if any, to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit E.

13.20 Notice to Employees Regarding the Safely Surrender Baby Law

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all companies doing business with the County to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee shall provide to its employees, and shall require each Subcontractor, if any, to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C of this License

Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

13.21 Public Records Act

13.22.1 Any documents submitted by the Licensee and all information obtained in connection with the County's right to audit and inspect the Licensee's documents, books, and accounting records pursuant to Subsection 13.23, Record Retention and Inspection/Audit Settlement, of this License Agreement; become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

13.21.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Licensee agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

13.22 Record Retention and Inspection/Audit Settlement

The Licensee shall maintain accurate and complete financial records of its activities and operations relating to this License Agreement. The Licensee agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this License Agreement. All such material, including, but not limited to, all financial records, bank statements,

cancelled checks or other proof of payment and proprietary data and information, shall be kept and maintained by the Licensee and shall be made available to the County during the term of this License Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Licensee at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Licensee shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

13.22.1 In the event that an audit of the Licensee is conducted specifically regarding this License Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Licensee or otherwise, then the Licensee shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Licensee's receipt thereof, unless otherwise provided by applicable Federal or State law or under this License Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

13.22.2 Failure on the part of the Licensee to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this License Agreement upon which the County may terminate or suspend this License Agreement.

13.22.3 If, at any time during the term of this License Agreement or within five (5) years after the expiration or termination of this License Agreement, representatives of the County conduct an audit of the Licensee regarding the work performed under this License Agreement, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Licensee, then the difference shall be either: a) repaid by the

Licensee to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Licensee from the County, whether under this License Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Licensee, then the difference shall be paid to the Licensee by the County by cash payment, provided that in no event shall the County's maximum obligation for this License Agreement exceed the funds appropriated by the County for the purpose of this License Agreement.

13.23 Recycled-Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Licensee agrees to use recycled-content paper to the maximum extent possible on this License Agreement.

13.24 Right of Entry

Any officers and/or authorized employees of the County may enter upon the Demised Premises at any and all reasonable times, subject to being accompanied by the Licensee's Executive Director, for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the licensed premises.

13.25 Severability

If any provision of this License Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

13.26 Surrender of Premises

Upon termination of this License Agreement, Licensee shall peaceably vacate the premises and any and all improvements located thereon and

deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted.

13.27 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Licensee to maintain compliance with the requirements set forth in Subparagraph 13.16, Licensee's Warranty of Adherence to County's Child Support Compliance Program shall constitute default under this License Agreement. Without limiting the rights and remedies available to the County under any other provision of this License Agreement, failure of Licensee to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this License Agreement pursuant to debarment of Licensee, pursuant to County Code Chapter 2.202.

13.28 Termination for Convenience

This License Agreement may be terminated, in whole or in part, from time to time, when in the County's sole discretion, such action is to be determined in its best interest. Termination shall be effected by a written Notice of Termination to Licensee specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) days after the date of such notice.

13.29 Termination For Insolvency

13.29.1 The County may terminate this License Agreement forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Licensee. Licensee shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Licensee is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary petition regarding the License Agreement under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the Licensee; or
- d. The execution by Licensee of a general assignment for the benefit of creditors.

13.29.2 The rights and remedies of the County provided in this subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License Agreement.

13.30 Termination for Breach of Warranty to Maintain Compliance with County's Default Property Tax Reduction Program

Failure of Licensee to maintain compliance with the requirements set forth in Paragraph 13.34 "LICENSEE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this license agreement. Without limiting the rights and remedies available to County under any other provision of this license agreement, failure of Licensee to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this license agreement and/or pursue debarment of Licensee, pursuant to County Code Chapter 2.206.

13.31 Validity

If any provision of this License Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this License Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

13.32 Waiver

13.32.1 Any waiver by the 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 the 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 License Agreement or stopping the County from enforcing the full provisions thereof.

13.32.2 No delay, failure, or omission of the County to re-enter the licensed premises 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 as a relinquishment of any right.

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

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

13.33 Warranty Against Contingent Fees

13.33.1 The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License Agreement upon any License Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

13.33.2 For breach of this warranty, the County shall have the right to terminate this License Agreement and, at its sole discretion, deduct from the License Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13.34 Licensee's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Licensee acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through license agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Licensee qualifies for an exemption or exclusion, Licensee warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this license agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

13.35 Smoke Free Park Ordinance

13.35.1 Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography section, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and
2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

13.35.2 Compliance with the County's Smoking Ban Ordinance

This Director's Agreement is subject to the provision of the County's ordinance entitled Los Angeles County code Title 17, Parks Beaches, and Other Public Places, prohibiting smoking a County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

13.36 Employment Eligibility Verification

The Licensee warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this License Agreement meet the citizenship or alien status requirement set forth in Federal and

State statutes and regulations. The Licensee shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986. (P.L. 99-603) or as they currently exist and as they may hereafter amended. The Licensee shall retain all such documentation for all covered employees for the period prescribed by law. The Licensee shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions all any other liability which may be assessed against the Licensee or the County or both in connection with any alleged violation of an Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work und this License Agreement.

13.37 Fair Labor Standards

The Licensee shall comply with all applicable provisions of the Federal fair Labor Standards Act and shall indemnify, defend and hold harmless the County and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including but not limited to, the Federal Fair Labor Standards Act, for work performed by the Licensee's employees for which the County may be found jointly or solely liable.

13.38 Termination Upon Transfer of Title or Park Closure

13.38.1 Notwithstanding any other provision of the License Agreement, in the event the County transfers title to a government agency (assignee), the County reserves the right to: terminate or reduce the scope of the License Agreement for the facility or, provided there is consent by an assignee, assign all or a portion of the County's interest in this License Agreement to said assignee. County shall provide the Licensee with notice or termination or assignment of this License Agreement pursuant to this provision.

13.38.2 Notwithstanding any other provision of the License Agreement, in the event County closes William S. Hart Park, this License Agreement shall be terminated or reduced in scope upon the effective date of such closure. Licensee shall immediately cease or reduce the scope of its operations as of the effective date of Park closure, and within ninety (90) days thereafter remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Licensee of such Park closure.

13.39 Complaints

13.39.1 During the term of this contract, the Licensee shall maintain an office located in the region, or in the Los Angeles County Area. In addition, the Licensee shall maintain a telephone at the office that is listed in the telephone directory, or on its website in its own name or in the firm name by which it is most commonly known.

13.39.2 During normal business hours, the Licensee shall have a responsible volunteer(s) or staff to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the Demised Premises and surrounding grounds and take the necessary action. An answering machine shall be considered an acceptable substitute to full-time coverage, provided the Licensee is notified of any complaint.

13.39.3 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the premise, the County may, after a reasonable attempt to notify the Licensee, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the

Licensee, or may deduct such cost from an amount due to the Licensee from the County.

13.39.4 The Licensee shall maintain a written log of all complaints. The log shall include the name of the person logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be available to the inspection for and by the Director at all reasonable times.

13.39.5 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeited from the payments owing to the Licensee from the County.

14.0 DESTRUCTION OF THE HISTORICAL SITE

In the event the Demised Premises shall be totally or partially destroyed, this License Agreement may be terminated, and at a future date, the County and Licensee may renegotiate the terms and conditions of this License Agreement and execute a new License Agreement to resume operation of the Demised Premises.

15.0 CONSTRUCTION BY COUNTY AFFECTING DEMISED PREMISES AT HART PARK

15.1 In the event County shall construct or cause to be constructed a new facility, this License Agreement shall continue in full force and effect.

County shall notify Licensee in writing of any construction at least ninety (90) days in advance of commencement of construction.

15.2 Licensee agrees to cooperate with County in the event the construction affects Demised Premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facilities. Licensee further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof. Vacating and removal shall be completed within sixty (60) days of Licensee's receipt of written notification from County.

15.3 Following completion of the new facility, Licensee shall resume its operation therefrom within sixty (60) days of written notice from the Director that the Demised Premises are tenantable.

15.4 The aforementioned provisions of this section shall also be applicable in the event of performance of work at the William S. Hart Park that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Directory may determine that the reduction in the public's use of the William s. Hart Park due to the partial or total closure thereof, has affected the Licensee's operation.

15.5 Licensee agrees to accept the remedy heretofore provided in the event of construction upon the Demised Premises at William S. Hart Park, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

16.0 ENTIRE LICENSE AGREEMENT

This document and the exhibits attached hereto, constitutes the entire License Agreement between the County and the Licensee for the authorized operations and use granted herein within the Demised Premises. 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 Licensee's operation and the Demised Premises to be used in the conduct thereof.

17.0 AUTHORIZATION WARRANTY

The Licensee represents and warrants that the person executing this License Agreement for the Licensee is an authorized agent who has actual authority to bind the Licensee to each and every term, condition, and obligation of this License Agreement and that all requirements of the Licensee have been fulfilled to provide such authority.

IN WITNESS WHEREOF, Licensee has executed this License Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this License Agreement to be executed on its behalf by the Director of the Department of Parks and Recreation thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____

Russ Guiney, Director
Department of Parks and Recreation

LICENSEE

By _____

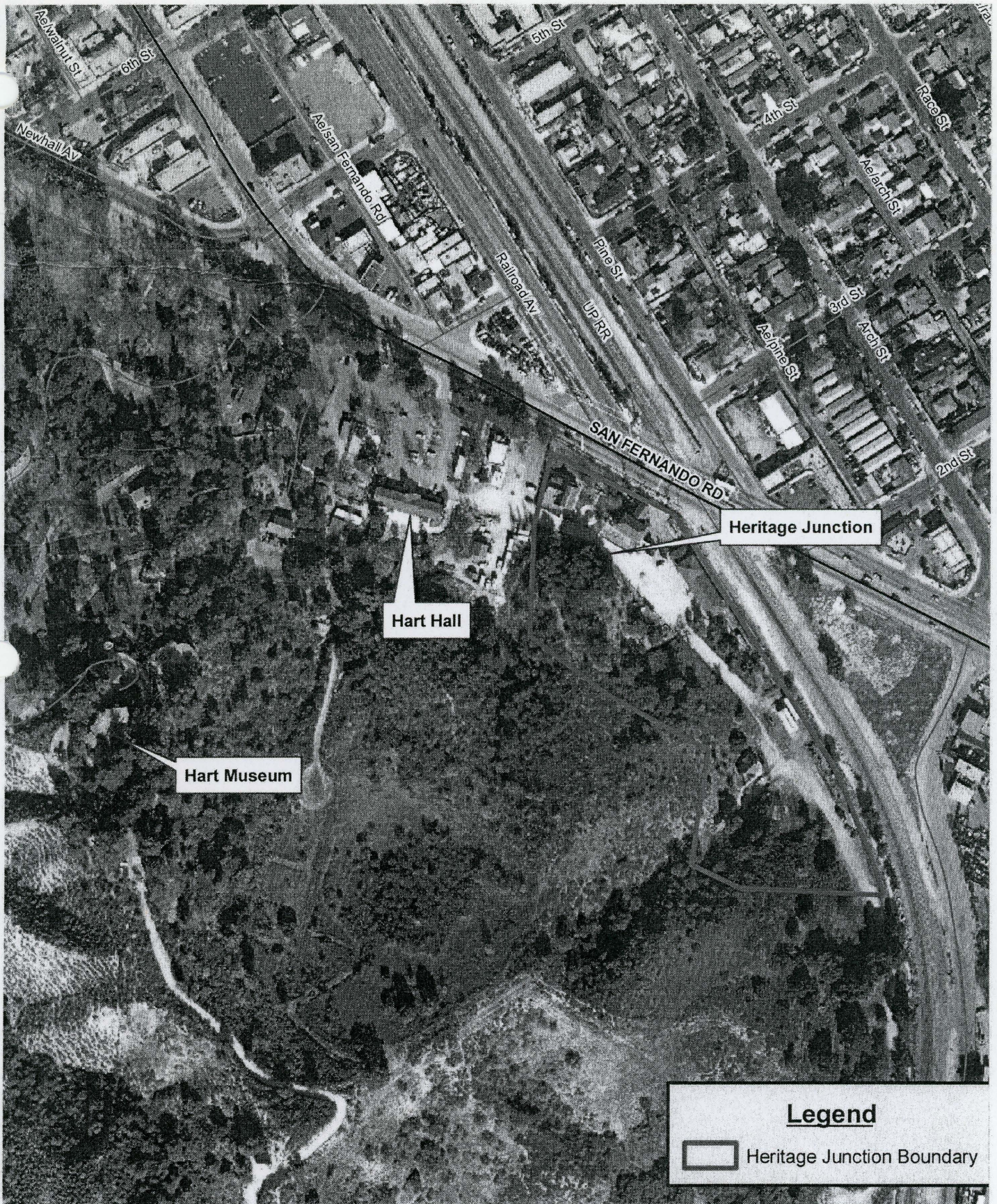
Alan Pollack, President
Santa Clarita Valley Historical Society

APPROVED AS TO FORM:

ANDREA SHERIDEN ORDIN
County Counsel

By _____

Christina A. Salseda, Principal Deputy



Hart Museum

Hart Hall

Heritage Junction

Legend

 Heritage Junction Boundary



HART PARK / HERITAGE JUNCTION AERIAL

EXHIBIT A

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