

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

433 South Vermont Avenue - Los Angeles, California 90020-1975 - (213) 738-2961

Rodney E. Cooper . . . Director

June 11, 1992

COUNTY OF LOS ANGELES
BOARD OF SUPERVISORS

Gloria Molina
First District

Kenneth Hahn
Second District

Edmund Fidehman
Third District

Deane Dana
Fourth District

Mike Antonovich
Fifth District

EXECUTIVE SUMMARY

APPROVAL OF AMENDMENT NO. 1 TO OPERATING AGREEMENT NO. 36711 WITH SANTA CLARITA VALLEY HISTORICAL SOCIETY AT WILLIAM S. HART PARK (Fifth District - 3 Vote Matter)

REQUEST: Approval of Amendment No. 1 to Operating Agreement No. 36711.

FISCAL
IMPACT: None.

- ISSUES:
- Redesignation of Society operated park premises to accommodate the placement of additional historical facilities significant to the Santa Clarita Valley and surrounding areas.
 - Update standard contract language.
 - Park property affected is not covered by terms of the William S. Hart will.
 - Amendment is a categorical exemption under State and County CEQA guidelines.
 - Attached amendment has been executed by Society and approved as to form by County Counsel.

PARK AND RECREATION COMMISSION

James Bishop

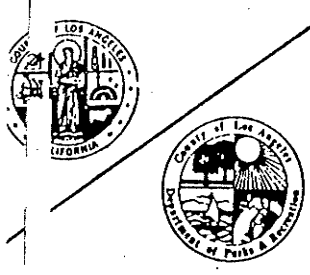
Arturo Chayra

George Ray

Douglas Washington



**PARKS ARE FOR
PEOPLE**



COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

433 South Vermont Avenue - Los Angeles, California 90020-1975 - (213) 738-2961

Rodney E. Cooper . . . Director

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

June 11, 1992

ADOPTED BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

Gloria Molina First District

Kenneth Hahn Second District

Edmund Edelman Third District

Deane Dana Fourth District

Mike Antonovich Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Hall of Administration 500 West Temple Street Los Angeles, CA 90012

51

JUN 23 1992

LARRY J. MONTEKH EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 1 TO OPERATING AGREEMENT NO. 36711 WITH SANTA CLARITA VALLEY HISTORICAL SOCIETY AT WILLIAM S. HART PARK (Fifth District - 3 Vote Matter)

On June 3, 1980, your Honorable Board approved a 20-year Agreement and Negative Declaration, with the Santa Clarita Valley Historical Society, for the provision of operating a historical museum at William S. Hart Park. Subsequently, the Society has successfully relocated the Saugus Railway Station onto Hart Park, completed the restoration and has operated said facility as a historical museum for the benefit of the Santa Clarita Valley community.

As a result of the Society's success, they are now requesting that this Agreement be amended to redesignate their operated park premises used for the relocation and restoration of additional historical buildings. This request is based on the desire to save as many buildings as possible that played an important and significant role in the creation of the Santa Clarita Valley.

Under a temporary permit, a number of these buildings 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 relocated. Both the existing and redesignated park premises are located on County purchased property, and are not part of the park property granted pursuant to the will of William S. Hart.

PARK AND RECREATION COMMISSION

James Bishop

Arturo Chayra

George Ray

Douglas Washington



PARKS ARE FOR PEOPLE

Additionally, updated standard contract language pertaining to the following areas is being included:

- Provisions covering Museum Staff and laws regarding employment.
- Provisions covering Advertising and Promotional Materials, and Credit in Promotional Materials.
- Provisions covering General Indemnification and Insurance Requirements.
- Provisions covering Non-Discrimination Requirements.

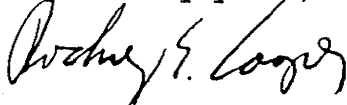
This amendment is exempt in accordance with Class 4, (j) of the County Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, involving minor alterations of County-owned property. In addition, this amendment is also exempt under the following State CEQA Guidelines: Section 15301 (c), operation, maintenance and minor alteration involving negligible expansion of use beyond the previously existing facilities; Section 15303 (e), construction of limited numbers of new small facilities; and Sections 15304 (a) & (b), grading on land of less than 10% and newly landscaped. The attached amendment has been executed by the Society and approved as to form by County Counsel.

IT IS THEREFORE RECOMMENDED THAT YOUR BOARD:

1. Find that this amendment is exempt from CEQA.
2. Approve and instruct the Chairman to sign the attached Amendment No. 1 to Agreement No. 36711 with the Santa Clarita Valley Historical Society.

It is requested that a certified copy of your Board's action in this matter and an executed copy of the amendment be mailed to the Santa Clarita Valley Historical Society, P.O. Box 875, Newhall, CA 91322, Attention: Mr. John Mann. Also a conformed copy should be forwarded to the Auditor-Controller, County Counsel and Chief Administrative Officer, with four (4) duplicate conformed copies forwarded to the Department.

Respectfully yours,



Rodney E. Cooper
Director

lc:b:52
Attachment

c: Executive Officer (22)

AMENDMENT NO. 1 TO OPERATING AGREEMENT NO. 36711
FOR SANTA CLARITA VALLEY HISTORICAL MUSEUM
WILLIAM S. HART PARK

THIS AMENDMENT TO OPERATING AGREEMENT made this 23rd day of

June, 1992,

BY AND BETWEEN

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

AND

SANTA CLARITA VALLEY
HISTORICAL SOCIETY a California
nonprofit corporation,
hereinafter referred to as
"Society"

W I T N E S S E T H:

WHEREAS, the parties hereto have entered into County Operating Agreement No. 36711 on June 3, 1980, for the purpose of developing, operating and maintaining a museum facility for displaying historical artifacts that have significance to the Santa Clarita Valley and surrounding areas; and

WHEREAS, the Society desires to redesignate operated park premises to include the placement of additional historical facilities significant to Santa Clarita Valley and surrounding areas;

WHEREAS, the Department has reviewed Society's request and approved the redesignation of their park premises, as shown in the revised Exhibit A dated March 1, 1992; and

WHEREAS, the parties desire to update the terms of the Agreement to include standard contract language in the following sections: Premises, Operating Responsibilities; General Indemnification and Insurance Requirements; and Non-Discrimination Requirements.

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

1. PREMISES

1.01 Paragraph 2.01 is amended to reflect the substitution of the revised Exhibit A as follows:

"The displaying of historical exhibits shall be conducted on the land described in Exhibit A, dated 3/1/92. As set forth in said Exhibit, County reserves a park access road for the purposes of ingress and egress through said property, as shown on said Exhibit."

2. OPERATING RESPONSIBILITIES

2.01 Paragraphs 8.07.01 and 8.07.02 are added to paragraph 8.07:

"8.07.01 The Director may at any time give Society written notice to the effect that the conduct or action of a designated employee of Society is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the historical facilities. Society shall meet with representatives of the Director to consider the appropriate

course of action with respect to such matter and Society shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of Society's employees will not be detrimental to the interest of the public patronizing the premises.

8.07.02 Society warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Society shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Society shall retain such documentation for all covered employees for the period prescribed by law. Society shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Society or County or both in connection with any alleged violation of federal statutes or regulation pertaining to the eligibility for employment of persons performing services under this Agreement."

2.02 Paragraph 8.19 is added as follows:

"8.19 Advertising and Promotional Materials

Society shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior approval thereof is obtained from Director. Said

approval shall not be unreasonably withheld or delayed and shall be deemed to be given if no objection is made within fifteen (15) days following the request for approval. Such materials include, but are not limited to; advertising in newspapers, magazines and trade journals, and radio and/or television commercials."

2.03 Paragraph 8.20 is added as follows:

"8.20 Credit in Promotional Materials

Society agrees that any advertising or promotional materials promulgated by Society which contain the words "William S. Hart Regional Park" or any derivative thereof, shall also include the phrase "a unit of the County of Los Angeles Department of Parks and Recreation Park System" unless specifically approved otherwise by the Director."

3. GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

3.01 Paragraph 10.2b changed to read:

"Workers' Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$150,000 limit covering all persons providing services by or on behalf of Society and all risks to such persons under this Agreement."

4. NON-DISCRIMINATION

4.01 Paragraphs 13.01, 13.02 and 13.03 are deleted and substituted with the following:

"13.01 Society 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, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap, be subject to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

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

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

4.02 Paragraphs 13.04, 13.05 and 13.06 are added as follows:

"13.04 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.

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

13.06 The sum of Five Hundred Dollars (\$500.00) is hereby agreed upon as the amount of damages that will be sustained by County for breach of the promises on non-discrimination herein contained. Said amount has been set by the parties hereto in recognition of the difficulty in fixing actual damages arising from a breach thereof."

5. RATIFICATION

5.01 All other terms, conditions, covenants and promises of the Operating Agreement not affected by the provisions of this Amendment Agreement shall remain in full force and effect and are hereby reaffirmed.

6. EFFECTIVE DATE

6.01 The effective date of this Amendment Agreement shall be the date of approval hereof by the County's Board of Supervisors.

IN WITNESS WHEREOF, County has by order of its Board of Supervisors caused this Amendment to the Operating Agreement to be executed by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board thereof and Society has executed same the day, month and year first hereinabove written.

SANTA CLARITA VALLEY
HISTORICAL SOCIETY

By *John W. Mann*
John W. Mann, President

COUNTY OF LOS ANGELES

By *Norman R. ...*
Chairman, Board of Supervisors

ATTEST:

LARRY J. MONTEILH, Executive Officer
Clerk of the Board of Supervisors

By *Lorena S. ...*
Deputy



APPROVED AS TO FORM:

DEWITT W. CLINTON
County Counsel

By *Helen S. Parker*
Principal Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

51

JUN 23 1992

LC/SCVAMEND

Larry J. Monteilh
LARRY J. MONTEILH
EXECUTIVE OFFICER

GENERAL ACKNOWLEDGMENT

NO. 201

State of Calif
County of Los Angeles } SS.

On this the 4th day of June 1992 before me,

Gerie K Davis
the undersigned Notary Public, personally appeared

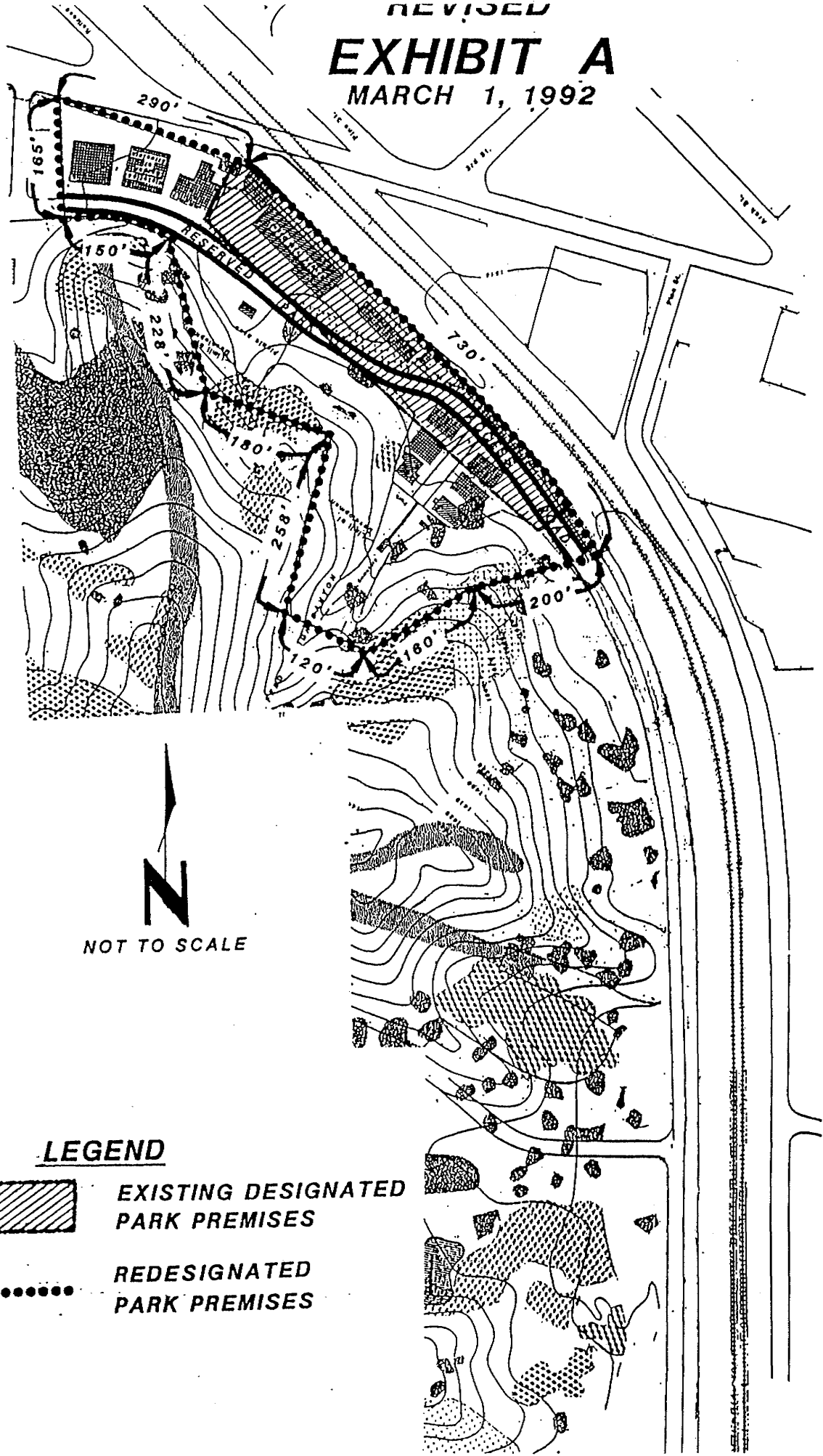
John W. Mann



personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Gerie K Davis
Notary's Signature

REVISED
EXHIBIT A
MARCH 1, 1992



NOT TO SCALE

LEGEND



EXISTING DESIGNATED
PARK PREMISES



REDESIGNATED
PARK PREMISES