

**CITY OF SAN GABRIEL
HISTORIC PRESERVATION AND CULTURAL RESOURCE
COMMISSION (HPC)**

REGULAR MEETING

WEDNESDAY, MARCH 11, 2020 – 6:30 P.M.

**City Hall Council Chamber
425 South Mission Drive,
San Gabriel, California 91776**

Senya Lubisich
Chair

Mark Juarez
Vice-Chair

Angela Acosta
Commissioner

Beatriz Mojarro
Commissioner

Eric Weeks
Commissioner



Arminé Chaparyan
Assistant City Manager /
Community Development
Director

Jerry Guarracino
Interim Planning Manager

Lloyd Pilchen
City Attorney

Materials Available for Inspection. The Community Development Department has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. You may also view agenda items online at www.sangabrielcity.com. Materials related to an item on this agenda, submitted to the HPC after distribution of the Agenda packet, are available for public inspection at the meeting or in the Community Development Department, located at City Hall, 425 South Mission Drive, San Gabriel, California, during regular office hours, Monday through Friday 8:00 a.m. to 5:00 p.m.

Persons with Disabilities. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Community Development Department at (626) 308-2806 at least 48 hours before the meeting, if possible.

Questions About This Agenda? Should any person have a question concerning any of the above agenda items prior to the meeting, please contact the Community Development Department in person or by telephone at (626) 308-2806 during regular office hours.

NOTE: CITY HALL IS AN ACCESSIBLE FACILITY PER THE AMERICANS WITH DISABILITIES ACT. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such a request to the Community Development Department at (626) 308-2806 at least 48 hours before the meeting, if possible.

**HISTORIC PRESERVATION AND CULTURAL RESOURCE COMMISSION (HPC)
REGULAR MEETING**

AGENDA – MARCH 11, 2020

- **CALL TO ORDER**
- **PLEDGE OF ALLEGIANCE**
- **ROLL CALL – COMMISSION**
- 1. **PUBLIC COMMENT**

This is the time set aside for members of the public to address the HPC on items of interest that are not on the agenda, but are within the subject matter jurisdiction of the HPC. Pursuant to the Brown Act, the HPC cannot answer any questions or take any action until such time as the matter may appear as an item on a future agenda.
- 2. **APPROVAL OF MINUTES**

Minutes from the October 9, 2019 HPC meeting.
Minutes from the October 23, 2019 HPC meeting.
- 3. **HAYES HOUSE AGREEMENT UPDATE
546 WEST BROADWAY**

This item is to provide the Commission an update regarding the Hayes House agreement.
- 4. **BUILDING DEMOLITION LIST**

The Commission has expressed an interest obtaining a list of permits issued for building demolition. This item is for Commission discussion and/or direction so it will assist staff preparing the list.
- 5. **CERTIFIED LOCAL GOVERNMENT APPLICATION UPDATE**

Staff will provide an update regarding the Certified Local Government (CLG) application review status.
- 6. **MEETING SCHEDULE**

During the approval of the Rules of Order, the City Council determine that the meetings of the HPC shall be held on the second Wednesday of March, June, September, and December at 6:30 P.M. It also states that members shall meet on

a quarterly basis at minimum or on a monthly basis as determined by the Community Development Director. Staff and the Commission will discuss future meetings dates, meeting times, and meeting location.

7. FUTURE AGENDA ITEMS

Staff and the Commission will discuss future agenda items.

8. STAFF ITEMS

Staff may address the Commission and public on matters of general information and/or concern.

9. COMMISSIONER COMMENTS AND CONFERENCE/MEETING REPORTS

Each Commissioner may address the HPC and public on matters of general information and/or concern. This is also the time for Commissioners to report on conferences and/or meetings they have attended.

10. ADJOURN HISTORIC PRESERVATION AND CULTURAL RESOURCE COMMISSION MEETING

TO THE NEXT MEETING OF THE HISTORIC PRESERVATION AND CULTURAL RESOURCE COMMISSION TO BE DETERMINED AT CITY HALL, 425 SOUTH MISSION DRIVE, 2ND FLOOR, COUNCIL CHAMBERS.

CITY OF SAN GABRIEL
MINUTES OF THE HISTORIC PRESERVATION AND CULTURAL RESOURCE
COMMISSION
WEDNESDAY, OCTOBER 9, 2019

- **CALL TO ORDER**

The Historic Preservation and Cultural Resource Commission meeting was called to order at 6:40 p.m. on October 9, 2019, in the Council Chamber at City Hall, 425 South Mission Drive, San Gabriel, California, 91776.

- **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Chair Lubisich.

- **ROLL CALL**

Present: Chair Lubisich, Commissioner Acosta, and Commissioner Mojarro

Absent: Vice-Chair Juarez, Commissioner Weeks

Staff in attendance included Planning Manager Steinkruger, Senior Planner Chang and Commission Secretary Ortiz.

1. **PUBLIC COMMENT**

None

2. **APPROVAL OF MINUTES**

Minutes from the August 14, 2019 HPC meeting.

Commissioner Mojarro moved to approve the minutes from the August 14, 2019 Historic Preservation and Cultural Resource Commission meeting. Chair Lubisich seconded the motion. Motion passed with 3 – ayes and 0 – noes (Vice-Chair Juarez and Commissioner Weeks absent).

3. **ARROYO VILLAGE PROJECT AT 235 SOUTH ARROYO DRIVE**

Senior Planner Chang presented and provided information about the proposed project at 235 South Arroyo Drive.

City's environmental consultant, Shannon Carmack from Rincon Consultants, Inc., was present to provide background information regarding the Cultural Resources Assessment.

Commissioner Mojarro had questions regarding the driveway entrance from the San Gabriel side of the project and how local streets would be affected.

Senior Planner Chang provided response that the project access would be via a bridge from South Arroyo Drive and there are street improvements relating to curb and sidewalk.

Chair Lubisich had a question regarding the response received from the Native American tribe.

Senior Planner Chang stated that the Gabrielino Band of Mission Indians – Kizh Nation provided consultation to City staff and submitted a formal comment letter. He stated that the responses submitted by the Native American tribes during the environmental review process shall not be publicly disclosed in accordance with the State laws.

Chair Lubisich provided project comments stating the architectural style needs to be compatible with surrounding properties and the Mission District architectural styles.

Commissioner Mojarro provided project comments stating the projects needs to include more landscaping on the San Gabriel portion of the project and encouraged more recreation uses on the site.

4. CERTIFIED LOCAL GOVERNMENT UPDATE

Planning Manager Steinkruger asked each Commissioner to fill out a form from “Certified Local Government Program Application & Procedures” which includes a brief narrative summary of their educational/professional experiences and to provide a copy of their resume.

Chair Lubisich had questions regarding the historic evaluation.

Planning Manager Steinkruger requested that the CLG subcommittee begin work drafting responses to the questions listed in Appendix C (Suggested Preservation Plan/Historic Preservation Element of the General Plan Components) of the CLG application.

5. HISTORICAL CONTEXT REPORT

Planning Manager Steinkruger would provide an update at the next meeting.

6. MEETING SCHEDULE

Planning Manager Steinkruger stated there would be a special meeting of on October 23, 2019.

7. FUTURE AGENDA ITEMS

Planning Manager Steinkruger stated that future agendas would include a cultural resources report for the nursery site, the exterior modification to the Arcade Building, and exterior modification to the Mission Playhouse.

8. COMMENTS FROM THE PLANNING MANAGER

Planning Manager Steinkruger stated she had received information from the Los Angeles County Assessor regarding participants in the Mills Act program. This information may be transmitted to the Commission at a future date, subject to direction from the City Attorney's Office.

9. COMMISSIONER COMMENTS AND CONFERENCE/MEETING REPORTS

Commissioner Acosta stated she would not be available for the next meeting on October 23, 2019.

Commissioner Mojarro stated she attended a seminar presented by California Preservation Foundation. She encouraged the Commissions and city staff to attend future trainings.

Chair Lubisich mentioned that she met with Debi Howell-Ardila regarding the Hayes House nomination. She asked whether there would be a Quarterly Economic Update in the fall from the Economic Development Division.

Planning Manager Steinkruger responded that the Economic Development staff is working on the update and they would present the Mission District Feasibility Study at the next City Council meeting on October 15, 2019.

Chair Lubisich asked about the Blossom Market project status. Planning Manager Steinkruger responded that the applicant needs to submit a rooftop equipment screening plan for City to review.

10. ADJOURN HISTORIC PRESERVATION AND CULTURAL RESOURCE COMMISSION MEETING

TO THE NEXT MEETING OF THE HISTORIC PRESERVATION AND CULTURAL RESOURCE COMMISSION ON OCTOBER 23, 2019 AT 6:30PM AT CITY HALL, 425 SOUTH MISSION DRIVE, 2ND FLOOR, COUNCIL CHAMBERS.

ERIKA ORTIZ, SECRETARY
HISTORIC PRESERVATION AND CULTURAL RESOURCE COMMISSION

SENYA LUBISICH, CHAIR
HISTORIC PRESERVATION AND CULTURAL RESOURCE COMMISSION

DRAFT

CITY OF SAN GABRIEL
MINUTES OF THE HISTORIC PRESERVATION AND CULTURAL RESOURCE
COMMISSION
WEDNESDAY, OCTOBER 23, 2019

- **CALL TO ORDER**

The Historic Preservation and Cultural Resource Commission meeting was called to order at 6:30 p.m. on October 23, 2019, in the Council Chamber at City Hall, 425 South Mission Drive, San Gabriel, California, 91776.

- **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Commissioner Mojarro.

- **ROLL CALL**

Present: Chair Lubisich, Vice-Chair Juarez, Commissioner Mojarro, and Commissioner Weeks

Absent: Commissioner Acosta

Staff in attendance included Community Services Director Perez, Planning Manager Steinkruger, City Architect Brown, Senior Planner Chang, Assistant Planner Garibay, and Assistant Planner Alvarado.

1. **PUBLIC COMMENT**

None

2. **APPROVAL OF MINUTES**

Minutes from the October 9, 2019 HPC meeting.

Chair Lubisich moved this item to the next Historic Preservation and Cultural Resource Commission meeting.

3. **INITIAL REVIEW FOR HISTORIC APPROPRIATENESS (INVENTORY)
419 SOUTH MISSION DRIVE
APPLICANT: MICHAEL LIU**

Assistant Planner Alvarado presented the project.

Commissioner Mojarro would like to see the project keep the consistent appearance with other storefronts.

Chair Lubisich had questions regarding any previous alterations at this address and would like to know the original storefront design.

City Architect Brown responded that we will have a better understanding of the original design once the interior finishes are removed to show the exposed framing and window.

Commissioner Weeks had questions whether staff has any old pictures, tenant improvement permits or plans.

Assistant Planner Alvarado responded that the previous permits do not mention any exterior changes.

Chair Lubisich asked about permit history for other adjacent addresses.

Assistant Planner Alvarado responded that the only permit history related to the exterior portion is the roofing permit.

Chair Lubisich would like to find out the original appearance before making any decision.

Planning Manager Steinkruger stated that the Commission has two options. The first option is to approve with a condition to carefully remove interior finishes showing exposed framing and window/door frames. If the removal reveals conditions other than anticipated by the proposed storefront work, the project may need to come back to the Commission for review. The second option is to provide a punchlist of required information to the applicant to bring back to the Commission for review.

Chair Lubisich asked for Commission comments and feedback.

Vice-Chair Juarez supported the approval with a condition option.

Commissioner Weeks agreed with this approach.

City Architect Brown suggested two additional conditions.

Condition No. 1: To provide any available historic photographs prior to the building plan check submittal and within 60 days.

Condition No. 2: Carefully remove interior finished to expose framing and window/door frames. This approach would evaluate the exposed areas in an effort to determine the original storefront design. If the removal reveals conditions other than anticipated by the proposed storefront work, the project would need to resubmit to the Commission for review.

Commissioner Weeks motioned to adopt the resolution to approve the project with two additional conditions of approval.

Commissioner Mojarro seconded the motion.

Motion passed with 4 – ayes and 0 – noes (Commissioner Acosta absent).

**4. INITIAL REVIEW FOR HISTORIC APPROPRIATENESS (REGISTER)
SAN GABRIEL MISSION PLAYHOUSE – 320 SOUTH MISSION DRIVE
APPLICANT: CITY OF SAN GABRIEL**

Planning Manager Steinkruger presented the project and explained the application process. She introduced Community Services Director Perez and City Architect Brown.

Commissioner Weeks mentioned that he walked around the Playhouse this past weekend. He stated that it is difficult to determine the original colors based on old photographs. The proposed color is an improvement.

Commissioner Mojarro had a question whether the lettering “San Gabriel” complies with the Secretary Standards.

City Architect Brown responded that the color would need to use the original color.

Community Services Director Perez mentioned that this project was proposed before the National Register designation. The project designer would present a different design if he knew the project site is on the Register.

Chair Lubisich agreed with Director Perez that the project designer has the experience to modify the project. She would like to go with Option 1, which directs the applicant to undertake a paint analysis study.

Vice-Chair Juarez would like to see the paint sample in person rather than relying on old photographs.

City Architect Brown suggested using different paints on the Playhouse building as samples.

Planning Manager Steinkruger mentioned that the staff would contact the Commissioners to see the paint samples prior to the hearing for this project which is tentatively scheduled for November or December.

5. CERTIFIED LOCAL GOVERNMENT UPDATE

Planning Manager Steinkruger asked the Commissioners to provide resumes and background information. The Certified Local Government (CLG) application is on the December 3, 2019 City Council Agenda.

6. MEETING SCHEDULE

Planning Manager Steinkruger stated that the next meeting could be in November or December depending on the Playhouse update.

7. FUTURE AGENDA ITEMS

Planning Manager Steinkruger mentioned historic context statement and landmark status of Mission could be on the future agenda.

Chair Lubisich mentioned the Hayes House.

8. COMMENTS FROM THE PLANNING MANAGER

Planning Manager Steinkruger introduced City Architect Brown and his consulting firm.

9. COMMISSIONER COMMENTS AND CONFERENCE/MEETING REPORTS

Chair Lubisich mentioned the Mission District Feasibility Study was presented to the City Council. She mentioned her concerns regarding the Arroyo Village project due to its scale and massing. The remodel project at the Mission is worth paying attention.

Vice-Chair Juarez would like to see more cultural history discussion. He mentioned the Commission's inputs on projects. He would like to see the Commission to pick and choose the issues to tackle.

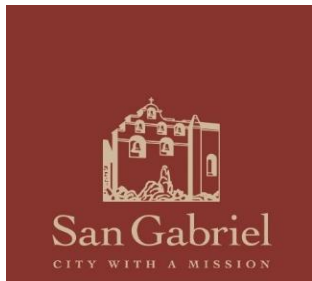
10. ADJOURN HISTORIC PRESERVATION AND CULTURAL RESOURCE COMMISSION MEETING

TO THE NEXT MEETING OF THE HISTORIC PRESERVATION AND CULTURAL RESOURCE COMMISSION ON DECEMBER 11, 2019 AT 6:30PM AT CITY HALL, 425 SOUTH MISSION DRIVE, 2ND FLOOR, COUNCIL CHAMBERS.

MATT CHANG, ACTING SECRETARY
HISTORIC PRESERVATION AND CULTURAL RESOURCE COMMISSION

SENYA LUBISICH, CHAIR
HISTORIC PRESERVATION AND CULTURAL RESOURCE COMMISSION

DRAFT



City of San Gabriel
MEMORANDUM

DATE: March 11, 2020

TO: Historic Preservation and Cultural Resource Commission

FROM: Arminé Chaparyan, Assistant City Manager/Community Development Director

SUBJECT: **Draft Hayes House Agreement**

The draft Hayes House Agreement between the City of San Gabriel and San Gabriel Historical Association is attached for Commission review.

DRAFT

CITY OF SAN GABRIEL PROPERTY MAINTENANCE AGREEMENT

This **PROPERTY MAINTENANCE AGREEMENT** (the “Agreement”), is entered into this ___ day of _____, 2020, (“Effective Date”) by and between the CITY OF SAN GABRIEL, a municipal corporation (the “City”) and SAN GABRIEL HISTORICAL ASSOCIATION, INC., a non-profit corporation (the “Association”). The capitalized term “Parties” shall be a collective reference to both City and Association.

RECITALS

WHEREAS, the City and Association entered into an agreement on September 6, 2003 (“Prior Agreement”) for the maintenance of a historical structure commonly known as the Hayes House and surrounding grounds, and for the management of a museum operated therein (“Museum”) to exhibit artifacts and collections pertaining to San Gabriel’s historical and cultural heritage; and

WHEREAS, the City is the owner of that certain property that consists of the Civic Auditorium site at 546 West Broadway (APN No. 5362-0080903) (the “Property”) where the Hayes House is located at the northeastern portion; and

WHEREAS, the Parties desire to amend and restate the Prior Agreement in its entirety as set forth herein, as of the Effective Date; and

WHEREAS, the Parties seek to enter into this Agreement to ensure the proper maintenance and upkeep of the Hayes House and operation of the Museum by the Association, and to continue the existing exclusive contractual relationship under which the Association provides services to the City for the benefit of its residents as authorized by the City; and

WHEREAS, the City has generally provided funding to the Association, to be used for the maintenance and renovation of the Hayes House and desires to continue its financial commitment contingent upon certain obligations as set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE CITY AND ASSOCIATION AGREE AS FOLLOWS:

SECTION 1. Recitals. The Recitals above are true and correct and incorporated herein by reference.

SECTION 2. Use of Premises. For consideration of one dollar (\$1.00) per year, the City grants the Association the right to enter and use the Hayes House and surrounding grounds as described in Exhibit A (the “Premises”) for the purposes of operating the Museum, subject to the terms and conditions of this Agreement. The Premises shall be used for the preservation of historical structures and the exhibition of historical artifacts, displays and collections, as well as conducting special events for the benefit of the public.

SECTION 3. Responsibilities of the Association.

A. General Maintenance. The Association shall keep, maintain, repair and renovate the Premises, and every part thereof, in good and sanitary order, condition and repair. General maintenance shall include, but not be limited to:

1. Landscaping the grounds, including, watering/irrigation and maintaining all trees, planters, shrubs, lawns, ground cover, or other planted areas in a healthy, natural appearance and replacing plant materials, as needed.
2. Clean-up and maintaining all sidewalks, paths and other paved areas in clean and sanitary condition; clear of dirt, mud, trash, debris or other matter; removal of all trash, litter and other debris from the Premises.
3. Building maintenance shall include the windows, plumbing, HVAC, structural elements and painted exterior and interior surface areas of the Premises in a clean and presentable manner.

B. Caretaker. The Association may, at its discretion, establish a live-in caretaker within the Premises to administer maintenance and security of the Premises. The Association may establish reasonable fees for said caretaker to occupy the Premises. The City shall have final approval in the selection of a caretaker and the establishment of reasonable fees.

C. Renovation of Structures. The Association shall assume all costs and responsibilities for renovation and/or changes to the character-defining features of structures at the Premises. All such renovations and changes shall meet the requirements of appropriate building codes and the Secretary of the Interior Standards for Historical Places and the City of San Gabriel Historic Preservation and Cultural Resources Ordinance attached hereto. In performing such work, the Association shall hire only those contractors and subcontractors with appropriate Workers' Compensation insurance, and with liability insurance naming the City and the Association as additional insureds in accordance with the City's insurance specifications.

D. Permitted Activities. The Association may utilize the Premises for the following permitted activities: historic displays, barbeques, concerts, yard sales by the Association and other related community events. Activities beyond this scope must be approved by the City prior to the event. The serving or use of alcohol at the Premises shall comply with San Gabriel Municipal Code Section 99.03 (G).

E. Release of Liability. All volunteers, contractors and subcontractors performing maintenance or renovation work under the auspices of the Association shall sign an appropriate Release from Liability form designated by the City.

F. Utilities. The Association shall pay for telephone, gas, electric service, and any other utilities required at the Premises and for the operation of the Museum. The City shall pay the cost of water service.

G. Compliance with Applicable Law. The Association shall operate and manage the Premises in accordance with all applicable federal, state and local laws, and in a reasonable and safe manner.

SECTION 4. City Funding Commitment. City agrees to make an annual payment to the Association for a total annual sum of \$1,500, provided the Association meets the requirements of this Agreement. Funds shall be used exclusively to help maintain and preserve the Hayes House. The Association shall submit an invoice to the City no later than July 1 of each fiscal year and payment shall be made within sixty (60) days following receipt of invoice. In the event the Association does not meet the requirements of this Agreement, City may withhold continued funding under this Agreement until the Association cures such performance breach.

SECTION 5. Non-Appropriation of Funds. Payments due and payable to the Association for the maintenance and preservation of Hayes House are within the initial term of this Agreement and the current budget and within an available, unexhausted, and unencumbered appropriation of the City. In the event City's City Council has not appropriated sufficient funds for payment of maintenance and preservation of Hayes House in any given fiscal year, and if no funds are legally available from other sources to lawfully make the payments, this Agreement may be terminated pursuant to Section 12 and the City shall not be obligated to make further payments. The City may provide notice of its inability to continue the Agreement at such time as the City's designated representative is aware of the non-appropriation of funds. However, failure to notify does not extend the term of this Agreement.

SECTION 6. Term. The term of this Agreement shall be for a period of five (5) years (the "Term"), commencing on the Effective Date. At the expiration of the initial term, this Agreement shall renew automatically in five (5) year increments, unless terminated earlier as provided herein.

SECTION 7. Records and Inspections. The Association shall maintain full and accurate books, documents and records with respect to all services and matters covered under this Agreement. The City shall have access at all reasonable times to such records upon prior notice, and the right to examine and audit the same on an annual basis or other intervals as determined by the City Council.

SECTION 8. Reports. On an annual basis or other intervals as determined by the Parties, the Association shall present to City Council a report that describes the work and activities performed on the Premises during the prior fiscal year. Association will provide information regarding its programs, events, hours of operation and pertinent promotional materials to the City's designated representative on an annual basis.

SECTION 9. Assignment. Association shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Association. Any assignment or subcontracting in violation of this provision shall be void.

SECTION 10. Status of Association. At all times during the term of this Agreement, Association shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Association only insofar as the results of Association's maintenance services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Association accomplishes such services. Except as City may specify in writing, Association shall have no authority, expressed or implied, to act on behalf of City in any capacity whatsoever as an agent. Association shall have no authority, expressed or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 11. Designated Representatives. The Parties shall designate individuals to function as liaison representative in the administration of this Agreement. Annually, during the Term of this Agreement, designated representatives of the City and the Association shall confer regarding the use, maintenance and renovation of the Premises. The representatives may establish procedures to administer this Agreement and may provide from time to time for proposed amendments of this Agreement.

SECTION 12. Termination. Either party may terminate this agreement with or without cause upon thirty (30) days prior written notice to the other. Termination will become effective immediately on the thirtieth (30th) day from the date of notice. The City may terminate or cancel this Agreement at any time, in whole or in part, without liability to the City, if Association fails to perform its obligations in accordance with the requirements hereof.

SECTION 13. Insurance. The Association shall procure and maintain in full force and effect at its own expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. The policy of commercial general liability insurance shall include coverage for bodily injury, personal injury, products and completed operations, and property damage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance for owned, non-owned, leased and hired vehicles covering bodily injury and property damage in an amount not less than \$500,000 per occurrence, \$1,000,000 aggregate or combined single limit liability.

(d) General Requirements. All of the above policies of insurance shall be primary insurance and shall name the City, its council members, officers, employees, agents and volunteers as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its council members, officers, employees, agents and volunteers and their respective insurers. Insurance policies must be issued by an insurance company licensed to do business in the State of California with an AM Best rating of not less than A:VII. No use of the Premises under this Agreement shall commence until the Association has provided the City with certificates of insurance as evidence of the above insurance coverages required herein and said

certificates of insurance are approved by the City. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the City.

SECTION 14. Indemnification. Association shall hold harmless, defend at its own expense, and indemnify City, its elected and appointed officials, officers, employees, agents and volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of Association or its officers, agents, employees or volunteers related to the performance of this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from City's sole negligence or willful misconduct. This indemnity section of the Agreement shall survive the termination of this Agreement and/or the completion of the terms set forth in the Agreement.

SECTION 15. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the transaction contemplated by this Agreement, except as otherwise provided. All prior contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each Party is entering into this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material. This Agreement constituted the entire understanding and agreement of the Parties, notwithstanding any previous negotiations or agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

SECTION 16. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

SECTION 17. Amendment. No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

SECTION 18. Notices. All notices, invoices, and payments which are required or permitted to be made hereunder shall be in writing and shall be sent by personal delivery, first-class mail, return receipt requested, overnight or express mail service, or facsimile. Notices shall be deemed to have been received: upon delivery if personally delivered; on the third (3rd) business day following deposit in the U.S. Mail; or on the day of transmission via facsimile, unless sent after business hours, and in that event, on the next business day. Notices may be sent to the following addresses, or to such other addresses as the parties may, from time to time, designate in writing.

CITY: City of San Gabriel
425 S. Mission Drive
San Gabriel, CA 91776
Attn: City Manager

ASSOCIATION:

SECTION 19. Attorneys' Fees. In addition to any other remedies provided herein or available under applicable laws, if either Party to this Agreement commences an action against the other Party arising out of, or in connection with this Agreement, the prevailing Party shall be entitled to recover from the losing Party its costs of suit, including, but not limited to, its reasonable attorneys' fees, expert witness fees, and costs of investigation.

SECTION 20. Governing Law. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

SECTION 21. Captions. The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

SECTION 22. Waiver. Waiver by any Party of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 23. Attachments. This Agreement includes the following exhibits, each of which is attached hereto and incorporated herein by this reference:

- Attachment "A": Description of the Premises
- Attachment "B": Secretary of the Interior Standards for Historical Places
- Attachment "C": City of San Gabriel Historic Preservation & Cultural Resources Ordinance

SECTION 24. Execution. Each Party hereby expressly warrants and represents that they have the authority to execute this Agreement on behalf of their entity and warrants and represents that they have the authority to bind their entity to the performance of its obligations hereunder. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN GABRIEL, a municipal corporation

SAN GABRIEL HISTORICAL ASSOCIATION INC., a California non-profit corporation

By: _____
Mark Lazzaretto
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Keith Lemieux
City Attorney

Date: _____

EXHIBIT "A"

Description of Premises

EXHIBIT “B”

Historical Preservation Standards

EXHIBIT “C”

City of San Gabriel Historic Preservation & Cultural Resources Ordinance