

A G R E E M E N T

THIS AGREEMENT is made and entered into this 25th day of January 1989 by and between

THE EHN TRUST
c/o Rosemarie Farish
10340 Keswick Street
Sun Valley, California 91352

hereinafter referred to as the Ehn Trust, and the

LOS ANGELES COMMUNITY COLLEGE DISTRICT
617 West Seventh Street
Los Angeles, California 90017
(213) 628-7788

hereinafter referred to as the District.

Ⓟ WHEREAS, the Ehn Trust is a family trust established to perpetuate the preservation and care of Western folk art and artifacts created and collected by John Ehn;

WHEREAS, the Ehn Trust has agreed to donate and the District has accepted the donation of this folk art and these artifacts for display and preservation in Cleveland Park at Los Angeles Pierce College;

WHEREAS, the Ehn Trust has also agreed to construct and donate a log cabin replica to house the Western artifacts in Cleveland Park; and

WHEREAS, the District is willing to accept this donation and cooperate with the Ehn Trust by providing a site at Los Angeles Pierce College for construction of this log cabin replica;

W I T N E S S E I H:

1. The District hereby authorizes the Ehn Trust to construct, and the Ehn Trust agrees to construct and donate to the District, a log cabin replica, hereinafter referred to as the Facility, at Los Angeles Pierce College, hereinafter referred to as the College, in conformance with plans and specifications submitted to and approved by the District.
2. The Facility shall be located at the College in Cleveland Park northwest of the Agricultural Sciences Building at a location to be approved in writing by the College's Vice President of Administration. Construction shall take place at a time satisfactory to said Vice President of Administration so as not to disturb the educational processes of the College and shall be completed within 180 days from execution of this agreement, or as soon thereafter as reasonably possible.

3. Plans and specifications for the Facility shall be submitted to the District for review and approval, which review and approval shall be expedited by the District's Facility Planning Office to maintain the construction time schedule developed by the Ehn Trust and the College.
4. Upon completion of the Facility in compliance with these plans and specifications the District agrees to accept the completed Facility as a donation to the District.
5. All construction costs shall be paid by the Ehn Trust. The Facility shall be designed and built for the Ehn Trust by reputable and experienced building contractors. All tools, equipment, apparatus, transportation, labor and materials shall be furnished by the Ehn Trust or its contractors. The Ehn Trust and its contractors shall warrant and guarantee that all work executed and materials furnished pursuant to this Agreement shall be free from defects of materials and workmanship for a period of one year from the date of acceptance of completion of the work by the District.
6. The Ehn Trust and its contractors and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law and shall, in carrying out this Agreement, conform to all federal and state laws, and county and city ordinances and regulations covering the work for the Facility. All construction performed and materials used shall be in accordance with law.

To the extent that the following apply, the Ehn Trust and any of its contractors shall comply with all laws applicable to the construction of the Facility including, if necessary:

- a. The California Environmental Quality Act;
- b. The Earthquake Protection Law;
- c. The Regulations of the State Fire Marshall in matters relating to fire, earthquake, and explosion safety;
- d. The Construction Safety Orders of the Division of the Occupational Safety and Health in the State Department of Industrial Relations;
- e. Building standards relating to access by the physically handicapped published in the State Building Standards Code and other regulations relating to college facilities adopted by the Office of the State Architect.

If requested, the District will make every effort to assist the Ehn Trust in obtaining the required approvals.

7. The Ehn Trust shall inform all of its contractors and suppliers as to the nature of the project, including the fact that the Facility is not a public works project as that term is used in the mechanics lien laws of the State of California (California Civil Code Section 3082, et.seq.).
8. The District shall allow the Ehn Trust and its contractors access to that portion of the Los Angeles Pierce College campus adjacent to Cleveland Park and any routes reasonably necessary for ingress to and egress from the construction site. The Ehn Trust shall coordinate its construction activities with the College's Building and Grounds Administrator to reduce to a minimum any disruptions to the normal day-to-day operations of the College.
9. The Ehn Trust and its contractors shall hold harmless and indemnify the District, the Board, its officers and employees, from every liability, claim or demand, which liability, claim or demand may be made by reason of:
 - Ⓟ a. Any injury to person or property sustained by the Ehn Trust or its contractors or by any person, firm or corporation employed directly or indirectly by it upon or in connections with the Facility;
 - Ⓟ b. Any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default or omission of the contractors or any person, firm or corporation directly or indirectly employed by them upon or in connection with construction of the Facility, whether the injury or damage occurs upon or adjacent to the Facility;
 - c. The furnishing or use of any secret process, patented or unpatented invention, article or appliance under the Agreement.

Ⓟ The Ehn Trust or its contractors, at their own cost, expense and risk, shall defend all legal proceedings that may be brought against the District, the Board, its officers and employees on any such liability, claim or demand resulting from events included in this Paragraph 7 and satisfy any resulting judgment that may be rendered against any or all of them.

10. The Ehn Trust shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District, to protect the Ehn Trust and its contractors from claims which may arise pursuant to activity undertaken to accomplish the objectives of this agreement, whether such activity is undertaken by the Ehn Trust or by any contractor or anyone directly or indirectly employed by either of them.

- a. Worker's Compensation Insurance in accordance with provisions of the California Labor Code.
- b. Comprehensive Bodily Injury and Property Damage Liability Insurance with a combined Single Limit of Liability of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each occurrence. The policy so secured and maintained shall include Personal Injury, broad form; Contractual or Assumed Liability Insurance; Contractors Protective (Contingency) Liability; Products Liability or Completed Operations; Property Damage, broad form; and Owned, Hired and Non-Owned Automobiles Insurance; and shall be endorsed to name the District as additionally insured and to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and the Ehn Trust's insurance primary despite any conflicting provisions in the Ehn Trust's policy to the contrary.

The Ehn Trust shall require all contractors engaged to work on the Facility to maintain such insurance as will protect the Ehn Trust and the contractors from claims as set forth above.

11. Once construction has begun, the Ehn Trust shall, excepting circumstances beyond its reasonable control, complete the Facility as designed regardless of circumstances that might arise. At the completion of the work, the Ehn Trust or its contractors shall remove all rubbish and debris and properly clean and landscape the work area.
12. Title to the site whereon the Facility is constructed shall remain in the name of the District throughout the construction period and thereafter.
13. The Facility shall be completed free and clear of all encumbrances resulting from its construction or financing. Upon completion of the Facility, it shall be officially accepted by the District and title shall vest with the District.
14. While engaged in carrying out and complying with the terms and conditions of the Agreement, the Ehn Trust is an independent contractor and is not an officer, employee, or agent of the District; and the officers, employees, and agents of the Ehn Trust are not officers, employees, or agents of the District.
15. It is expressly agreed and understood that the trustees of the Ehn Trust shall not incur any personal financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement.

WITNESS the parties hereto the day and year first above written.

- CONTRACTOR -

THE EHN TRUST

By _____
(Signature)

Name _____

Title _____

- DISTRICT -

LOS ANGELES COMMUNITY COLLEGE DISTRICT
by BOARD OF TRUSTEES OF THE
LOS ANGELES COMMUNITY COLLEGE DISTRICT

By _____
David Czamanske
Contracts Coordinator

APPROVED AS TO FORM BY
THE OFFICE OF GENERAL COUNSEL

By _____
Attorney