

N.J. Bud Goldstone
6719 West 86th Place #2, Los Angeles, CA 90045 310-568-1571

MEMORANDUM OF AGREEMENT

Zuleyma C. Aguirre

This document describes the agreement between SPACES, a nonprofit operating corporation, and Zuleyma C. Aguirre, address city state etc in regard to the production of an architecture and engineering report for the surrealistic monument known as "Las Pozas" near Xilitla, Mexico.

TERMS AND CONDITIONS

- 1. **TASKS:** Ms. Aguirre will provide technical management and conservation services described in the documentation provided to the Foundation April 19, 1998.
- 2. **SCHEDULE:** The **TASKS** will be completed in three parts, the first in Los Angeles, the second at the site of Las Pozas in Mexico and the third in Los Angeles. The product of this agreement will be the architecture and engineering report which will be delivered to SPACES before January 1, 1999.
- 3. **FEE AND EXPENSES:** SPACES agrees to pay Ms. Aguirre a total of \$7,760. That sum consists of fees, Ms. Aguirre's project expenses and other expenses for the total project for all three parts of the total task.

•Milestone 1 (see April 19, 1998 letter attached)

Part 1 invoice — ~~not to exceed~~ — total of \$4,000 which includes
a) a fee of \$2,800.00 including expenses, and
b) \$1,200 for air tickets;

•Milestone 2 (see April 19, 1998 letter attached)

Part 2 invoice — ~~not to exceed~~ — total of \$3,360 which includes
a) a fee of \$2,800.00 including expenses, and
b) \$ 560 (per diem); and

•Milestone 2 (see April 19, 1998 letter attached)

Part 3 invoice — ~~not to exceed the remaining amount from the original \$7,760.00 total of \$400, or a fee of \$400.00 including expenses;~~

TOTAL ALL: \$7,760

N. J. Bud Goldstone, conservation engineer

Zuleyma C. Aguirre, technical management and conservation services

Bud

The totals for pages 1 and 2 are \$18, 515.00 & \$7,760.00 = \$26,275.00
where is the missing \$600.00?

+600

Handwritten calculations:

$$\begin{array}{r}
 15115 \\
 + 3390 \\
 \hline
 18505 \\
 + 7760 \\
 \hline
 26265 \\
 + 220 \\
 \hline
 26485
 \end{array}$$

The number 26485 is written with a bracket around the last three digits (685) and a '600' written next to it, indicating a discrepancy of \$600 from the typed total of \$26,275.00.

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MEMORANDUM OF AGREEMENT

This document describes the agreement between the Golden Rule Foundation (hereinafter referred to as "Foundation"), a nonprofit operating foundation, and Zuleyma C. Aguirre, address city state etc in regard to the production of an architecture and engineering report for the surrealist monument known as "Las Pozas" near Xilitla, Mexico.

TERMS AND CONDITIONS

1. **TASKS:** Ms. Aguirre will provide technical management and conservation services described in the documentation provided to the Foundation April 19, 1998.
2. **SCHEDULE:** The TASKS will be completed in three parts, the first in Los Angeles, the second at the site of Las Pozas in Mexico and the third in Los Angeles. The product of this agreement will be the architecture and engineering report which will be delivered to the Foundation before January 1, 1999.
3. **FOUNDATION SUPPORT:** Ms. Aguirre shall be provided with cooperation and access to the site and copies of pertinent documents to accomplish his tasks. If questions arise during the performance of the tasks, the Foundation shall do a best effort attempt to resolve such questions in a timely manner. Questions should be addressed by phone or in writing to the Foundation.
4. **FEE AND EXPENSES:** The Foundation agrees to pay Ms. Aguirre a total of \$7,760. That sum consists of fees, Ms. Aguirre's project expenses and other expenses for the total project for all three parts of the total task.

Part 1 invoice — not to exceed - total of \$4,000 which includes

- a) a fee of \$2,800.00 including expenses, and
- b) \$1,200 for air tickets;

Part 2 invoice — not to exceed- total of \$3,360 which includes

- a) a fee of \$2,800.00 including expenses, and
- b) \$ 560 (per diem); and Part 3 invoice -not to exceed the remaining amount from the original \$7,760.00 total of \$400, or a fee of \$400.00 including expenses;

6. **EXTENSION:** In the event that Ms. Aguirre fails to complete the entire project by the date specified in Paragraph 2 above, the Foundation at its sole discretion will exercise the option of either extending the terms of this Agreement or terminating it and will have no further financial liability to Ms. Aguirre.

This Agreement will be governed by the laws of the State of California, U.S.A. ~~USA~~ ?

This is the entire Agreement of the parties and supersedes any prior agreement on this subject. Ms. Aguirre will not assign this Agreement without the prior written consent of the Foundation.

? For the Golden Rule Foundation

Date

Zuleyma C. Aguirre

Date

N.J. Bud Goldstone
6719 West 86th Place #2, Los Angeles, CA 90045 310-568-1571

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The progress payments for the agreement are to be paid after submittal of certified invoices from the participants, initialed by me for your verification. The payments which I anticipate will be paid by SPACES for each of the three parts of the agreement will be four checks in Part 1; two checks in Part 2 and two checks in Part 3 approximately as follows.

Zuleyma C. Aguirre — upon submittal of invoice(s) after June 1, 1998 for

Part 1. \$2,800.00 (maximum); upon submittal of invoice(s) after October 28, 1998 for

Part 2. \$3,360 (maximum) upon submittal of invoice(s) after December 1, 1998 for

Part 3. \$400.00 or the sum remaining from \$6,560.00 for Parts 1, 2 and 3.

N.J. Bud Goldstone — upon submittal of invoice(s) after June 1, 1998 for

Part 1. \$4,850.00 (maximum); upon submittal of invoice(s) after October 28, 1998 for

Part 2. \$8,390.00 (maximum) upon submittal of invoice(s) after December 1, 1998 for

Part 3. \$1,875.00 or the sum remaining from \$15,115.00 for

Parts 1, 2 and 3 and any sum remaining from Travel Agent and equipment supplier estimates, below.

Travel Agent Part 1 estimate \$3,000.00 for air and ground transportation.

*Instrumentation and Data Processing equipment supplier estimate Part 1 \$2,200.00.

* If you prefer, you may make out the check to me for the instrumentation.

Total \$26,875.00

N. J. Bud Goldstone, conservation engineer
Co-author "The Los Angeles Watts Towers"
Project Engineer Las Pozas & Watts Towers

what, where are the milestones?

Las Pozas Project emails

JungleGossip@compuserve.com
a clarification

Bud
Don't Panic
my e-mail

Dear Avery,

As to my last e-mail.

Sorry, I thought you were aware of what was going on as relates to Bud and company doing the A & E report.

The e-mail Bud sent to you will hopefully clear up most of your questions as relates to his coming to Las Pozas and doing what he does best.

It will save a lot of time if I am candid. For your eyes only.

The foundation has an interest in knowing that the money they are putting out to send a crew to Mexico accomplishes something and produces a comprehensive document. Access and cooperation is necessary to fulfill the purpose of the grant..

If somebody doesn't want their house or something inspected. Bud will just ignore it and deal with those areas he has access to.

However, if those folks ever do what their piece repaired, they will have to come up with their own money to get a proper analysis.

Further, unless somebody else with the unique qualifications that Bud has develops as credible a report to current preservation standards, forget about getting funds or cooperation and advocacy from the Getty or anybody else.

As to the thousands of people and film crews and at least 5 major magazines who have passed through the property who have never ever asked for this kind of document ... it may be because they were the beneficiaries of their visits.

In this case W&K property and you are the beneficiaries, the sole beneficiaries. This is not a money maker for Bud or for SPACES much less the Golden Rule Foundation.

We are all on your side, solely to save as much of Las Pozas as possible.

I am here to clear up anything you have questions about.

My best,

Seymour #####

oh hell, I am on a roll

I get an impression you might not really appreciate what is going on.

If I am wrong I apologize right now.

In my thirty years in the non-profit field I have never heard of a foundation just giving a unsolicited grant to a commercial enterprise or a private holding.

Las Pozas Project emails

In fact they are not allowed to by law.

They really love the place.

Cooperation does not seem a lot to ask.

Bud is a world-class consultant and is willing to go to Mexico for less than minimum wage to benefit a site that seems to have touched him. The same for Zuleyma.

Bud introduced you to the absolute top people in the preservation world and got their cooperation. You can not buy that. You would never get it on your own. Never.

He should get any access and cooperation he wants and someone should kiss his ass for doing all he is doing for you for free.

Las Pozas is a white elephant. A beautiful and wonderful elephant that has a potential of falling down. It could be a money pit, certainly beyond your resources and you need all the help you can get from the world community.

My friend, loosen up.

I hope you take my ranting in the spirit of friendship that I meant it to be.

Seymour #####

Wait until you see what concessions and paper work are necessary when Las Pozas becomes a non-profit and asking for money. You are in heaven and do not know it yet