



County of Santa Cruz

OFFICE OF THE COUNTY COUNSEL

701 OCEAN STREET, SUITE 505, SANTA CRUZ, CA 950604068
(831) 454-2040 FAX: (831) 454-2115

DWIGHT L. HERR, COUNTY COUNSEL
CHIEF ASSISTANTS
Deborah Steen
Samuel Torres, Jr.

Assistants
Harry A. Oberhelman III
Marie Costa
Jane M. Scott
Rahn Garcia
Tamyra Rice
Pamela Fyfe
Ellen Lewis
Kim Baskett
Lee Gulliver
Dana McRae

December 18, 1998

Agenda: January 13, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz, California 95060

Re: Lending Agreement Between The County Of Santa Cruz And The Museum Of Art And History

Dear Members of the Board:

As you may recall, in 1996, employees of Roaring Camp and Big Trees Narrow Gauge Railroad discovered the remains of a woman along with several personal items which they turned over to the Sheriffs Office. According to a forensic anthropologist, the skeleton was that of a woman who had lived over 100 years ago. The personal items located near her remains included several gold coins, a pistol, a glass flask, a pocket watch, a pocket knife and clothing remnants.

The personal items were determined to be the property of the estate of the deceased woman. However, because it is impossible to determine the identity of the deceased, there are no known heirs to whom the personal items could be given.

Probate Code section 7660 authorizes the Public Administrator of a local government to take control of an estate worth less than \$10,000. The estate in question falls into this category. However, Probate Code section 7663 provides that if an estate has no beneficiaries, the Public Administrator must sell the property and deposit the balance with the County treasurer for use in the general fund. Because the property has historic significance for the County, we obtained an opinion from the State Controller's

legal office that the State has no interest in the property and will not require that it be sold pursuant to the relevant Probate Code section. The County is, therefore, the lawful owner of the property.

The Public Administrator would like the property to be displayed in an appropriate setting where the public can view these items of local historic interest. The Museum of Art and History is interested in exhibiting the historic artifacts for public enjoyment. To that end, please find attached a Lending Agreement between the County and the Museum of Art and History for your approval.

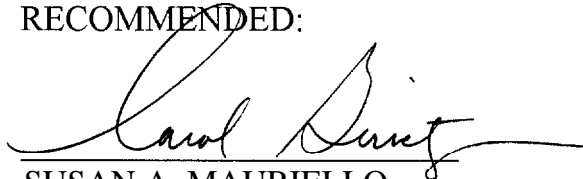
IT IS THEREFORE RECOMMENDED that the Board approve this Lending Agreement and authorize the Chair of the Board to execute the Agreement so that the historic artifacts may be transmitted to the Museum of Art and History for all to enjoy.

Very truly yours,

DWIGHT L. HERR, COUNTY COUNSEL

By: 
DANA McRAE
Assistant County Counsel

RECOMMENDED:


for SUSAN A. MAURIELLO
County Administrative Officer

cc: Public Administrator
Museum of Art and History

LENDING AGREEMENT

This Lending Agreement is entered into by and between the County of Santa Cruz ("County") and the Museum of Art and History ("MAH") and will be known as Incoming Loan L 98(15).

RECITALS

A. The County is the legal owner of certain historic artifacts found in the vicinity of an approximately one hundred (100) year old skeleton in the County of Santa Cruz. The historic artifacts are described in Exhibit A, a copy of which is attached to this Lending Agreement.

B. The County desires to provide for the safekeeping of the historic artifacts in such a way as to make them reasonably available to all members of the public for viewing. The MAH desires to exhibit and/or store the historic artifacts for public enjoyment.

GENERAL AGREEMENT

1. The County shall maintain legal ownership of the historic artifacts.
2. The historic artifacts shall be placed in the possession of MAH ten days after this Lending Agreement has been fully executed.
3. The term of this Lending Agreement shall be from the day the Lending Agreement is fully executed until termination.
4. Either party to this Lending Agreement may terminate this Lending Agreement at any time by giving thirty (30) days written notice to the other party.

5. All notices required to be given under this Lending Agreement shall be mailed to:

Museum of Art and History
705 Front Street
Santa Cruz, California 95060

Public Administrator
County of Santa Cruz
420 May Ave.
Santa Cruz, California 95060

6. MAH agrees to exercise the same care and safekeeping with respect to the historic artifacts as it employs with its own property. The historic artifacts shall be kept and preserved according to commonly recognized principles and practices of preservation and shall not be altered in any way. The historic artifacts shall be made reasonably available to all members of the public and shall be subject to inspection by the County.

7. MAH agrees to use the historic artifacts for the purposes set forth within this Lending Agreement and will not lend them to a third party or otherwise change the manner in which the historic artifacts are to be used pursuant to this Lending Agreement without express written permission of the County.

8. Within ten (10) days of the termination of this Lending Agreement, MAH will surrender the historic artifacts to the County and obtain a receipt from the County indicating the return of the historic artifacts.

9. The County hereby releases MAH from all liability with respect to any loss or damage to the historic artifacts while they are in transit or in the possession of MAH

except for any loss or damage caused by the sole active negligence of MAH. The parties agree that MAH need not obtain specific insurance for the historic artifacts. The parties agree that MAH shall add the historic artifacts to the insurance policy it has purchased for other property it exhibits. In the event of any insured loss of the historic artifacts, MAH shall transmit to the County the portion of the insurance proceeds which represents payment for the loss of the historic artifacts.

10. MAH hereby releases the County from all liability MAH could incur with respect to its possession, exhibition and/or storage of the historic artifacts.

11. The drafting and negotiation of this Lending Agreement have been participated in by each party or their counsel and for all purposes this Lending Agreement shall be deemed to have been drafted jointly by the parties.

12. This Lending Agreement shall bind and inure to the benefit of each party and each party's agents, representatives, officers, directors, predecessors, successors, heirs and assigns.

13. Each party understands and agrees that this Lending Agreement shall not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by each party.

14. This Lending Agreement supersedes any other prior writings and prior or contemporaneous oral agreements or understandings between the parties that relate to the historic artifacts. This Lending Agreement fully integrates the parties' agreement and understanding with respect to all matters covered by it. Each party agrees that they have

not relied on any fact or statement or representation other than as specifically recited herein. To the extent there were any relations between the parties respecting the historic artifacts, those relations, implied agreements or understandings are null and void and all the parties' rights and duties are found exclusively in this Lending Agreement.

15. Any dispute concerning this Lending Agreement shall be governed by California law. Should any provision of this Lending Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Lending Agreement, but the Lending Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

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16. This Lending Agreement shall be effective when fully executed by all the parties and is conditioned upon approval by the governing bodies of the government entity party.

Dated: 11-5-98

MUSEUM OF ART AND HISTORY

By Rachel McKay
Research Librarian for Marla Novo
Registrar

Dated: 10.30.98

ARTHUR DANNER III, District Attorney

By Kerry Middle
DEPUTY PUBLIC
ADMINISTRATOR

Approved as to form:

COUNTY OF SANTA CRUZ

D. McRae
Dana McRae
Assistant County Counsel

By _____
Chair of the Board
of Supervisors

100 YEAR OLD SKELETON ARTIFACTS

1. Seven coins:

1867 five cent	value: \$ 1. 00
1878CC quarter dollar	20. 00
189 IS quarter dollar	25. 00
1891 S quarter dollar	25. 00
1875 half dollar	35. 00
1892S five dollar gold coin	125. 00
1886S ten dollar gold coin	225. 00
- TOTAL VALUE: \$456.00
2. Yellow metal Elgin gold pocket watch, serial #338397,
mfg. 1874/75 Value: \$500.00
3. Yellow metal rope style watch fob (chain) Value: \$200.00
4. .38 caliber centerfire pistol (rusted) Value: \$50.00
5. four rusted expended bullets
6. one rusted expended bullet
7. eyeglass lens, **oval** shape 1-1/2" x 1-3/4"
8. wooden toothbrush 6-1/2" long (no bristles)
9. rusted pocket knife
10. metal buckle 1-1/8" x 7/8", with cloth remnants
- II. three metal **snaps**
12. three buttons (7/16", 1/2" and 5/8" diameters)
13. dark colored cloth swatch
14. pieces of worn garment with snap
15. broken pumpkin seed flask (was 6-1/2" x 4-1/2")
Items # 5-15 are valued as having historical significance only

TOTAL VALUE OF ITEMS #1-15: \$1,206.00