



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-21

For the meeting of: April 5, 2016

Date: March 16, 2016

To: Board of Supervisors

From: Thomas K. Mattson, Public Works Director *[Signature]* **RO TKM**

SUBJECT: WORLD WAR II MEMORIAL AGREEMENT WITH CLARKE HISTORICAL MUSEUM

RECOMMENDATION(S): That the Board of Supervisors:

1. Approves and authorizes the Chairperson to sign the World War II memorial agreement with the Clarke Historical Museum.
2. Directs the Clerk of the Board to return the original fully executed agreement and one certified copy to the Land Use Division staff for further processing.

SOURCE OF FUNDING: Aviation Fund

DISCUSSION: The Clarke Historical Museum, founded by Cecile Clarke and housed in the landmark Bank of Eureka building since 1960, is dedicated to preserving and presenting the history of Humboldt County including Native American cultures, gold rush settlements, lumber industries and the livelihoods of the ranching, farming and sea-faring County citizens. A particularly notable collection of memorabilia recognizing the County citizens who were part of the Second World War (WWII) is regularly on display at the Museum.

The Clarke Historical Museum, with support garnered from sixteen local philanthropic groups and individuals, has designed a WWII memorial specifically for installation at the California Redwood Coast - Humboldt County Airport (ACV) terminal building. This memorial will

Prepared by Erin D. Damm, Real Property Agent *[Signature]*

CAO Approval *[Signature]*

REVIEW: Auditor *[Signature]* County Counsel *[Signature]* Human Resources *[Signature]* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bass*
Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*
Nays _____
Abstain _____
Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *April 5, 2016*
By: *[Signature]*
Kathy Hayes, Clerk of the Board

pay tribute to local WWII veterans whose sacrifices helped safeguard the United States. The memorial will feature portraits of local veterans by artist and Honor Flight co-founder Kathrin Burleson, vintage photographs and an interactive computer kiosk to provide visitors the ability to view informational videos and slideshows.

Annually- and tentatively slated for June this year, ACV hosts the Wings of Freedom Tour, a living history event showcasing vintage bombers from WWII. Additionally, this June the United States Coast Guard will host its centennial celebration of the Coast Guard Aviation with the event Coast Guard Days at the Airport. The Clarke Historical Museum staff and the WWII memorial donors would like to officially unveil the memorial during the Coast Guard Days at the Airport event. The memorial is intended to remain at the ACV terminal building through June 30, 2025. Provisions have been drafted into the agreement in the event either party requires the memorial to be relocated or would like to extend the term beyond June 30, 2025.

A World War II memorial at ACV is fitting because the airport was built by the United States Navy during WWII for use as a defogging testing facility for pilots to land planes in foggy conditions. The airport operation supported the Naval Air Station Alameda on San Francisco Bay, and was the 12th Naval District headquarters for the Eureka section of local naval defense forces. If approved, the placement of the WWII memorial at ACV will not only provide visitors and locals alike insight to our County's contribution to world history but would indirectly support local tourism by alerting travelers to the Clarke Historical Museum located in Eureka.

FINANCIAL IMPACT: There will be no revenue to the Aviation Fund. The memorial is being placed in a common area of the terminal building which would not be used otherwise as a leasable space that could result in additional revenue to the Aviation Fund. This item conforms to the Board of Supervisors' Core Role of supporting business and workforce development.

OTHER AGENCY INVOLVEMENT: None.

ALTERNATIVES TO STAFF RECOMMENDATIONS: Your Board may decide to not approve the placement of the World War II memorial at the ACV terminal building and direct staff to seek an alternate location for the memorial to be placed.

ATTACHMENTS:

1. Clarke Historical Museum Agreement

WORLD WAR II MEMORIAL AGREEMENT WITH CLARKE HISTORICAL MUSEUM

ATTACHMENT 1

WORLD WAR II MEMORIAL AGREEMENT
BETWEEN DPW AND CLARKE HISTORICAL MUSEUM

This Agreement (hereinafter "AGREEMENT") is made on this 5th day of April, 2016 by and between the County of Humboldt, through the Department of Public Works (hereinafter "DPW" or "COUNTY"), and Clarke Historical Museum (hereinafter "CLARKE") (collectively referred to as "PARTIES.")

WHEREAS, CLARKE wishes to compose, install and maintain a memorial to the Humboldt County residents who served our nation in World War II (hereinafter "MEMORIAL") in a place where it may be enjoyed by the public at the Arcata-Eureka Airport in McKinleyville (hereinafter AIRPORT), managed and controlled by DPW for the County of Humboldt; and

WHEREAS, DPW wishes to enhance the public space at its AIRPORT and agrees to permit the display of such a MEMORIAL as a matter of local interest to the community; and

WHEREAS, the CLARKE is willing to compose, install and maintain such a MEMORIAL for display at the AIRPORT on the terms and conditions of this Agreement;

NOW, THEREFORE, the CLARKE and DPW mutually agree as follows:

1. DISPLAY PERIOD

CLARKE agrees to compose and display the MEMORIAL starting from approval of and execution of this AGREEMENT by the Humboldt County Board of Supervisors through June 30, 2025 (the "DISPLAY PERIOD.") Any change to the DISPLAY PERIOD, including additional terms of display, shall be approved in writing by both PARTIES to this AGREEMENT.

2. CLARKE WARRANTIES AND REPRESENTATIONS

A. CLARKE warrants that CLARKE is the owner of the MEMORIAL described in Exhibit A, attached hereto and incorporated herein, and further warrants that it has all rights and authority to display the MEMORIAL for public exhibition and to enter into this AGREEMENT.

B. CLARKE agrees and acknowledges that the MEMORIAL shall be displayed at the AIRPORT at the location and in the manner agreed upon shown in Exhibit B, attached hereto and made a part hereof. If the Parties should later agree on a different location for the display of the MEMORIAL, they will designate that alternate location by a written amendment of this Agreement.

WORLD WAR II MEMORIAL AGREEMENT
BETWEEN DPW AND CLARKE HISTORICAL MUSEUM

C. CLARKE further agrees and acknowledges that it shall be responsible for transporting, installing, maintaining, and removing the MEMORIAL, and for any and all costs associated with displaying the MEMORIAL at the AIRPORT. DPW staff shall direct, oversee and inspect the installation of the MEMORIAL to assure it is located where and as agreed. Location and installation details are attached hereto as Exhibit B. CLARKE understands and agrees that it shall not receive, and is in no way entitled, to any compensation for display of the MEMORIAL at the AIRPORT. CLARKE understands and agrees that the display of the MEMORIAL is voluntary, and for the benefit of CLARKE.

D. CLARKE agrees and acknowledges that DPW shall not be responsible for any damages to the MEMORIAL during the DISPLAY PERIOD, and by displaying the MEMORIAL at the AIRPORT, CLARKE expressly acknowledges and accepts that a risk of damage, loss, vandalism or theft is inherent in such display. Further, CLARKE understands and acknowledges that the AIRPORT is open to members of the public and that DPW makes no assurances regarding the security, prevention of damage, or maintenance of the displayed MEMORIAL.

E. CLARKE agrees and acknowledges that DPW shall not insure the MEMORIAL and that in the event CLARKE wishes to insure the MEMORIAL, CLARKE shall procure and maintain at its own costs, and otherwise bear sole responsibility for, securing said insurance.

F. CLARKE agrees and acknowledges that DPW shall not be required to engage in any activity that promotes, advertises, or provides marketing of any MEMORIAL on display at the AIRPORT, beyond providing the agreed upon display location.

G. CLARKE acknowledges that, from time to time, DPW may create its own marketing material designed solely to promote DPW, its services, or to attract visitors or businesses. CLARKE agrees that DPW may use and publish images of the MEMORIAL for this limited purpose. In the event DPW wishes to display the MEMORIAL in a manner not agreed upon in this AGREEMENT, CLARKE agrees to consult, coordinate, and confer with DPW to allow DPW to use the MEMORIAL in a manner agreeable to both PARTIES.

3. NOTICES

Any and all notice(s) required to be given pursuant to the terms of this AGREEMENT shall be in writing and either served personally or sent by certified mail, return receipt requested,

WORLD WAR II MEMORIAL AGREEMENT
BETWEEN DPW AND CLARKE HISTORICAL MUSEUM

to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing:

DPW:	Director of Public Works County of Humboldt 1106 2nd Street Eureka, CA 95501	CLARKE:	Director and Curator Clarke Historical Museum 240 E Street Eureka, CA 95501
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4. HOLD HARMLESS/INDEMNIFICATION

CLARKE shall indemnify, hold harmless and assume the defense of DPW, the County of Humboldt, its officers, employees, officials, volunteers and agents from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from the display of the MEMORIAL or from any persons directly or indirectly employed by, or acting as agent for, CLARKE, excepting the sole negligence or willful misconduct of DPW.

5. INSTALLATION

Installation of MEMORIAL may be by CLARKE, its officers, employees, contractors, sub-contractors, volunteers and/or agents. Installation is defined as any time when MEMORIAL, any of its components used for affixing MEMORIAL to AIRPORT property, and any of the officers, employees, contractors, sub-contractors, volunteers and/or agents, enter upon AIRPORT real property, at Assessor's Parcel Numbers 511-351-009 and 511-071-005, to install MEMORIAL. CLARKE shall provide a complete list of all parties approved to participate in installation of MEMORIAL to AIRPORT business office prior to any party commencing upon installation. Said list may be amended in writing and submitted to AIRPORT business office.

6. REMOVAL

Removal of MEMORIAL shall be by CLARKE, its officers, employees, contractors, sub-contractors, volunteers and/or agents. Removal shall be within ninety (90) calendar days following the DISPLAY PERIOD, as set forth under Section 1, or if superseded, under Section 18. CLARKE shall be responsible for restoring the display area of the AIRPORT to conditions that existed pre-installation.

WORLD WAR II MEMORIAL AGREEMENT
BETWEEN DPW AND CLARKE HISTORICAL MUSEUM

7. JANITORIAL

CLARKE is responsible for providing janitorial services to the interior and exterior of the MEMORIAL. DPW may assist with providing janitorial services to the exterior only of the MEMORIAL, as permitted by the availability of personnel and funding.

8. INSURANCE

A. CLARKE'S INSURANCE

CLARKE, its officers, employees, contractors, sub-contractors, volunteers and agents shall provide proof of insurance in the manner described herein, with coverage for the installation of MEMORIAL. CLARKE, its officers, employees, contractors, sub-contractors, volunteers and agents are not entitled to any rights, unless they submit certificate of insurance(s) at the AIRPORT business office prior to starting any installation.

Without limiting CLARKE'S indemnification obligations provided for herein, CLARKE shall and shall require any of its subcontractors to take out and maintain, throughout the installation of MEMORIAL, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CLARKE, its agents, officers, directors employees, contractors, invitees, assignees or subcontractors:

1. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

WORLD WAR II MEMORIAL AGREEMENT
BETWEEN DPW AND CLARKE HISTORICAL MUSEUM

2. WORKERS COMPENSATION INSURANCE

If required by California Law, and in accordance with the statutory limits set forth therein, said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

3. AUTOMOBILE/MOTOR LIABILITY INSURANCE

With coverage at least as broad as Insurance Services Office Form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this AGREEMENT with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be cancelled or materially reduced in coverage without thirty (30) days prior written notice, ten (10) days for non-payment of premium, to COUNTY by certified mail.

B. SPECIAL INSURANCE REQUIREMENTS

Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CLARKE. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a) Includes contractual liability.
- b) Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c) Is primary insurance as regards to County of Humboldt.

WORLD WAR II MEMORIAL AGREEMENT
BETWEEN DPW AND CLARKE HISTORICAL MUSEUM

- d) Does not contain a pro-rata, excess only, and/or escape clause.
- e) Contains a cross liability, severability of interest or separation of insureds clause.
- f) Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 3. It is further understood that CLARKE shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- g) Is primary coverage to COUNTY, and insurance or self-insurance programs maintained by COUNTY are excess to CLARKE'S insurance and will not be called upon to contribute with it.

2. CLARKE shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this AGREEMENT by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved of by COUNTY. If CLARKE does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this AGREEMENT, take out the necessary insurance, and CLARKE agrees to pay the cost of said insurance.

3. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CLARKE shall be required to purchase additional coverage to meet the aggregate limits set forth above.

4. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

WORLD WAR II MEMORIAL AGREEMENT
BETWEEN DPW AND CLARKE HISTORICAL MUSEUM

5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to CLARKE, COUNTY, their officers, officials, employees, and volunteers.

9. AGREEMENT SHALL BIND SUCCESSORS

All provisions of this AGREEMENT shall be fully binding upon, and inure to the benefit of, the PARTIES and to each of their heirs, executors, administrators, successors and assigns.

10. SEVERABILITY

In the event that any provision of this AGREEMENT be declared or found to be illegal, unenforceable, ineffective or void by any court of law, then each party shall be relieved of any obligations arising in such provision; the balance of this AGREEMENT, if capable of performance, shall remain in full force and effect.

11. AMENDMENT

No addition to, or alteration of, the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto.

12. INTERPRETATION

This AGREEMENT shall be deemed to have been prepared equally by both of the PARTIES, and the AGREEMENT and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

13. INDEPENDENT CONSTRUCTION

The titles of the sections, subsections and paragraphs set forth in this AGREEMENT are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this AGREEMENT.

14. JURISDICTION AND VENUE

This AGREEMENT shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this AGREEMENT shall be litigated in

WORLD WAR II MEMORIAL AGREEMENT
BETWEEN DPW AND CLARKE HISTORICAL MUSEUM

the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§ 394 and 395.

15. ENTIRE AGREEMENT

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES hereto and no other AGREEMENTS, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind either of the PARTIES hereto. In addition, this AGREEMENT shall supersede in its entirety any and all prior AGREEMENTS of the PARTIES.

16. NUCLEAR FREE CLAUSE

CLARKE certifies by its signature below that CLARKE is not a nuclear weapons contractor, in that CLARKE is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CLARKE agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this AGREEMENT if it determines that the foregoing certification is false or if CLARKE becomes a nuclear weapons contractor.

17. RELATIONSHIP

While engaged in carrying out and complying with the terms and conditions of this AGREEMENT, CLARKE is an independent contractor and not an officer, employee or agent of COUNTY.

18. TERMINATION

Either party reserves the right to terminate this AGREEMENT upon ninety (90) days prior written notice to the other party in accordance with the Notice provisions set forth under Section 3. Termination notice shall supersede the DISPLAY PERIOD as set forth under Section 1. Removal of the MEMORIAL shall occur as per Section 6.

WORLD WAR II MEMORIAL AGREEMENT
BETWEEN DPW AND CLARKE HISTORICAL MUSEUM

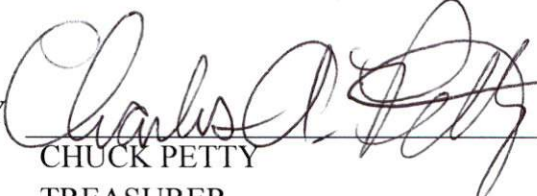
19. AUTHORITY TO EXECUTE

Each person executing this AGREEMENT represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this AGREEMENT for or on behalf of the PARTIES to this AGREEMENT. Each party represents and warrants to the other that the execution and delivery of the AGREEMENT and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the date set forth above.

CLARKE HISTORICAL MUSEUM:

BY 
LISA SLACK
EXECUTIVE BOARD PRESIDENT

BY 
CHUCK PETTY
TREASURER

COUNTY OF HUMBOLDT:

BY 
MARK LOVELACE
BOARD OF SUPERVISORS

ATTEST:
(SEAL)

BY 
CLERK OF THE BOARD

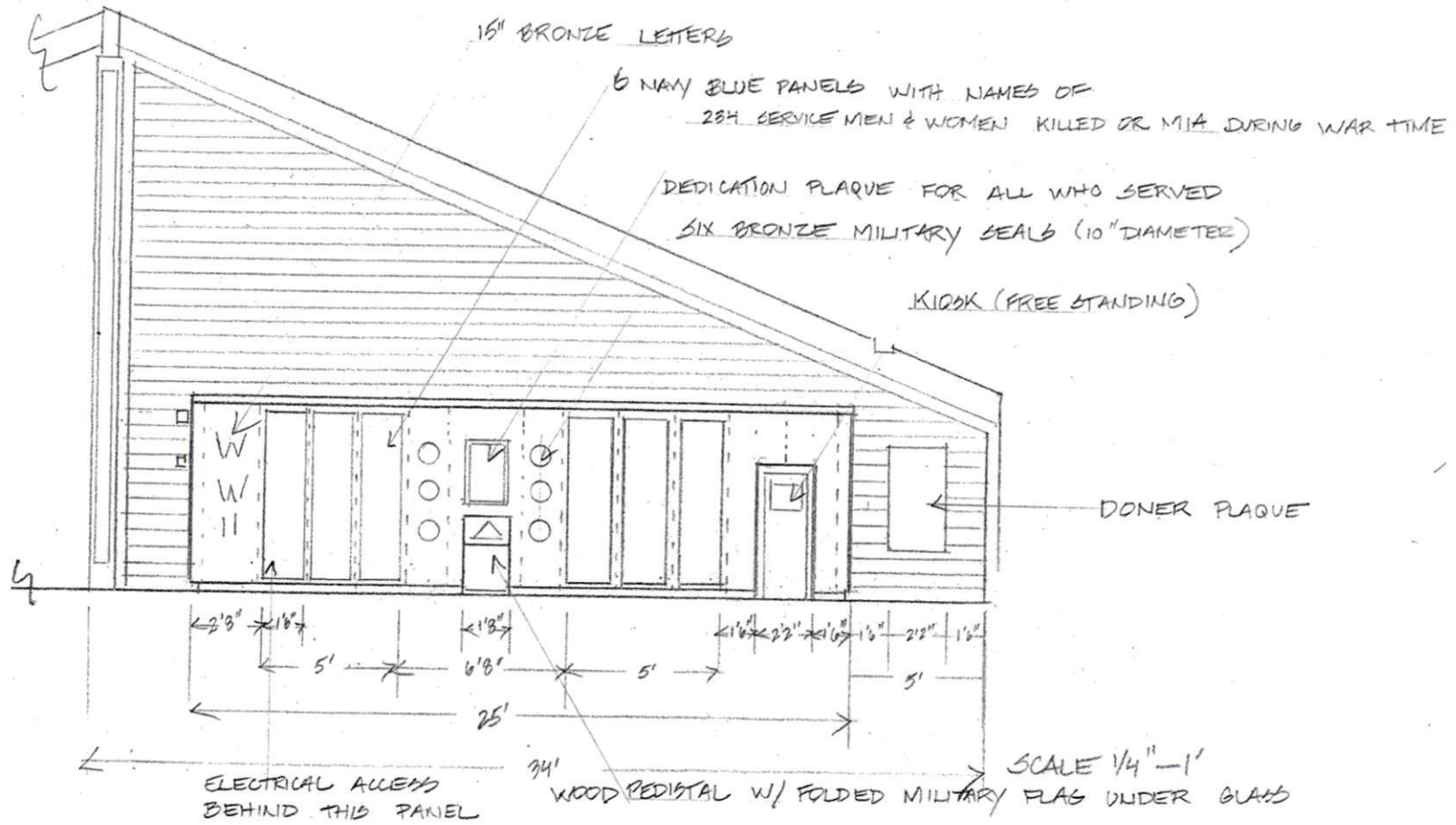
INSURANCE CERTIFICATE
REVIEWED AND APPROVED:

BY 
RISK MANAGER

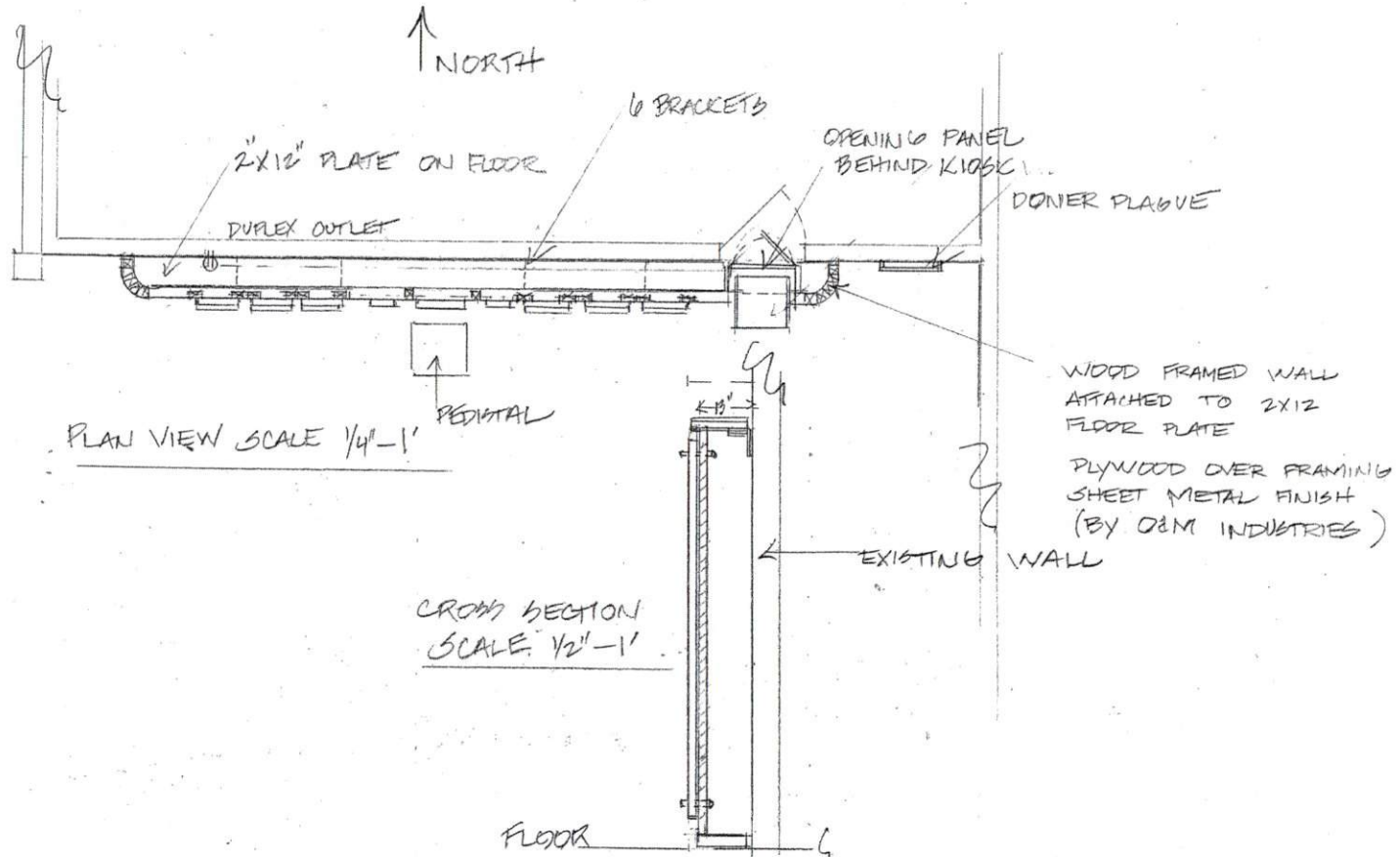
AGREEMENT BETWEEN DPW AND CLARKE HISTORICAL MUSEUM
EXHIBIT A

Item Number	Quantity	Description	Size, if specified
1.	1	Bronze/ black plaque	18" x 24"
2.	6	Bronze/ black military seals	10"
3.	6	Copper leaf prismatic star	4"
4.	4	Copper leaf prismatic letters	15"
5.	36	Rosettes for panels/ glass	-
6.	7	Aluminum Chemetal panels	4' x 8'
7.	6	Baltic birch doors	18" x 80"
8.	234	Lettering of names	-
9.	6	Tempered glass panels	18" x 80"
10.	1	Flag pedestal	-
11.	1	All-in-one computer kiosk	-
12.	1	Donor plaque	-

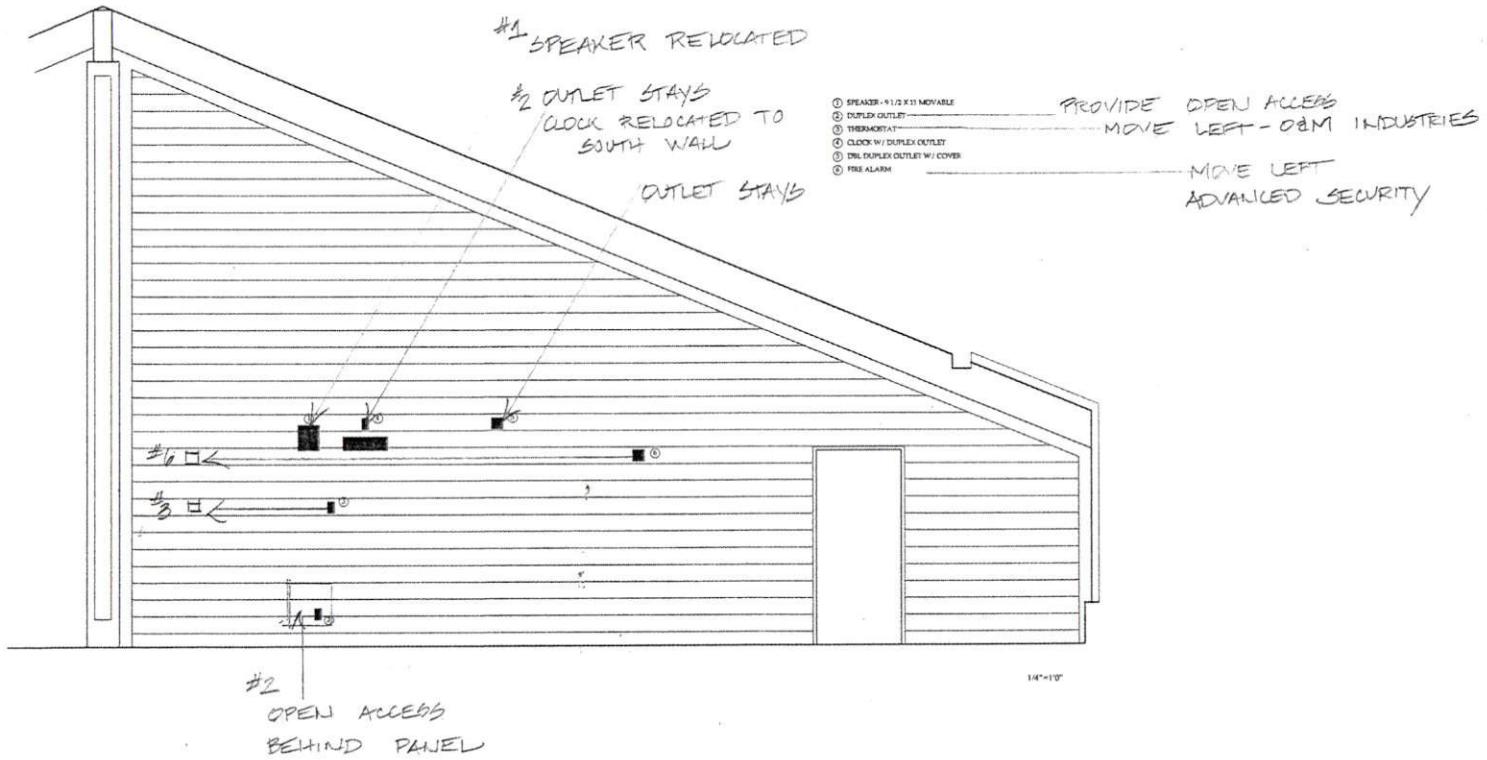
AGREEMENT BETWEEN DPW AND CLARKE HISTORICAL MUSEUM
EXHIBIT B



AGREEMENT BETWEEN DPW AND CLARKE HISTORICAL MUSEUM
EXHIBIT B



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EXHIBIT B



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EXHIBIT B

