

**Sharp, Ryan**

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**From:** Richard Sobieraj <richnedie@icloud.com>  
**Sent:** Saturday, October 17, 2020 4:45 PM  
**To:** COB  
**Subject:** The VA building is very much missed please make the necessary repairs so out Vets can utilize their building for their use and community use also. We have lost so much with virus and fires and faith in our government give us a positive outlook and a...

Sent from my iPhone

**Sharp, Ryan**

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**From:** Cheryl Goldman <mumzer52@gmail.com>  
**Sent:** Saturday, October 17, 2020 9:14 AM  
**To:** COB  
**Subject:** Garberville Vets BUILDING

To whom it may concern:

As a taxpayer I demand our local vets be respected and the building restored!

It served the entire community!

Thank-you.

Cheryl Goldman

## Sharp, Ryan

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**From:** suzelle suzelle <suz6horse@gmail.com>  
**Sent:** Monday, October 19, 2020 2:34 PM  
**To:** COB  
**Subject:** Garberville Veterans hall

This is to say: Put the John Haynes Memorial Veterans Hall at the top of your list of projects as it should be. The veterans maintained and shared their hall with the community generously for many years, contributing to the health and welfare of the community greatly. The county is amiss in letting it go.

I was especially glad the hall was available for civil liberties forums and candidates debates that I helped organize as part of the Civil Liberties Monitoring Project, for several years. It made it easy to carry through these important civic elements with the veterans association being cosponsors, and of course these were aired live on KMUD radio.

The veterans made great use of their kitchen feeding hungry people, and the restrooms were very appreciated by all who used them.

It was great to have a local court functioning as well, especially for those of us who tend to stay close to home.

Please put this hall on the top of your list.

Thanks,

Suzelle  
Redway, CA

Sent from my iPhone

FROM THE DESK OF

## George K. Mullins

October 16, 2020

To Whom it may concern,

My name is George K. Mullins. I am a retired WWII veteran who has lived in Garberville since 1960. I have spent many years as an active VFW member at our local Garberville chapter.

Esther Underwood lost her son, John Haynes. He was the first American soldier from the Garberville area to die in World War II. But from her grief – and her generosity – the John Haynes Memorial Veterans Hall grew and, over the years, the Garberville Vets Hall, as it is more commonly known, became the heart of civic life in the Southern Humboldt community. On May 23, 2016 that heart stopped beating when county inspectors discovered unhealthy levels of black mold growing in the walls and ceiling, and ordered the hall closed.

According to the 2002 agreement, these issues which caused the county to close the building were, and still are the county's responsibility. On multiple occasions, the county was notified of problems and chose to be non responsive to the issues which caused the county to close the building. A prescribed maintenance program for the building was never established by the county, nor did the county ever relay the said issues or a repair timeline to the local vets chapter. The county has made no attempt or effort to find another comparable location for the vets to meet and provide the services that they did for the community. We were at one point offered the use of the Healy Senior Center, but that was at a cost to us. It is a much smaller facility, and we did not have the same 24/7 access that we were accustomed to in our own building.

Living in southern Humboldt as long as I have, I know for a fact that many of the vets actually have the skills and knowledge to not only maintain the building, but to make the repairs that are at the root of the issue, but the county chose not to ask or request that the local vets aid in taking an active part in the maintenance of the building, or to create a timeline of maintenance and stick to it. With numerous complaints to the county, nothing was ever done.

I can remember after the Vietnam war, when our veterans were looked upon poorly, spit on, and treated as less than human. Many of these were folks were drafted, they had no choice, and returned home to be treated as if they were the enemy. The only

place they had to go was the vets hall, where at least there were others who understood, and had compassion about their wartime experiences. We are in dark times when the President of the United States calls active military, as well as veterans, suckers, losers, and war mongers, and I feel that today's vets still need a place to go where they can share experiences and get support from other veterans to help deal with their struggles, mental, physical, and financial.

The vets gave a place for the community to meet, run classes, and have dances, at a reasonable price or for free, depending on the cause. We have even had supervisor debates in this location. The vets also fed the homeless on holidays from this building, and were always available when weather got bad and people needed a place to get out of the rain. This building welcomed everyone. It supported all vets, the American Legion, and anyone else who needed a place to feel safe. Additionally, with the current state of fires in the area, we have lost a place where people could go during evacuations. The building is well known by most everyone in the community, and I am certain that almost every person in southern Humboldt has been to at least one event that took place at our hall over the years.

Now the building just sits, falling apart and being an eyesore to a community who desperately needs the services that the vets provided from this building. Additionally, the vets have no place to meet, or provide any support to the many veterans who need a place to feel comfortable, and find support from their peers.

We have tried on numerous occasions to get the county to respond to our request to repair and reopen, or replace the building which per the 2002 agreement is their responsibility. When Esther Underwood gave the building to the county, I am certain that she felt the county would take care of the vets as she requested. Had she known that forty years later, our vets would be on the street, and the memorial to her son, who was the first service member in this area to be killed in WWII, I don't believe she would have given the county the land, or the building knowing that the tribute to her child would now be nothing more than a dilapidated building.

The vets are frustrated. The town is frustrated that the building falls more and more into disrepair each day, with no sign of Humboldt County ever taking action to fix the problem. If the county does not want to fix the property in a timely fashion, then perhaps they should give it back to the veterans, so we can repair, or replace the building. Many vets like myself, are getting older and should not have to wait another 10 years for a place to meet and be with their peers.

If the county cannot make it right, then I feel I have no choice but to escalate the situation and turn it over to the legal team at the national level of the VFW, or hire a lawyer and fight it out in court.

It is my belief that the county and the vets don't want a legal battle, but the vets want their building back, and will take whatever measures are necessary to once again have our beloved vets hall back.

Sincerely yours,

George K. Mullins

To: Humboldt County Board of Supervisors  
From: Bonnie Blackberry  
For: Oct. 20, 2020 meeting

RE: Facilities Management Plan/ John Haynes Veterans Memorial Hall and Court

Members of the Board,

My focus is requesting the county to designate the John Haynes Veterans Memorial Hall and Court repair or replacement as a top priority, and start moving on it. It's been over 4 years and the county staff is now suggesting a Discovery Study after the Garberville mini complex is completed. We want and need our hall and court now, not a future Discovery Study. The veterans and community feel we have been neglected and ignored by the county and it's time for the county to step up and fulfill their responsibility as agreed, repair or replace.

The Hall and Court were closed in April 2016 due to mold caused by years and years of lack of proper maintenance by the county to repair or replace the roof as requested by the veterans.

The 2002 AGREEMENT between the county and veterans is the most recent agreement which expired in 2012, though everything continued without a renewed agreement until the situation with the mold cause the closing.

Item 20 of the 2002 AGREEMENT, states "DESTRUCTION OF PREMISES In the event that the premises are destroyed in whole or in part by fire or other casualty COUNTY must rebuild the premises within a reasonable period of time. Reconstruction efforts shall commence within one year from the date of destruction." (pg 6)

EXHIBIT C lists the "Guidelines determining responsibility for maintenance and repair of Veterans buildings." The county responsibility list starts with #1, "Roof (repair and replacement)". (pg 13)

The veterans and the community expected that the county would repair or replace our veterans hall and court according to the agreement. We have waited and waited and waited and now over four and a half years later it appears the plan is a future, "Discovery Study." This is not acceptable, The county needs to comply with the agreement made with our veterans.

Public participation in developing this Facilities Management Plan has been lacking big time, especially for Southern Humboldt. The only public participation offered was an online Survey this summer, that many people didn't even know about. No meetings, no effort beyond a crappy on line survey.

Show some respect for our veterans and our community. We need our Hall and Court. Meet with the veterans and work something out now.

Respectfully submitted,  
Bonnie Blackberry  
President, Civil Liberties Monitoring Project

**BRIEF HISTORY, Humboldt County & the John Haynes Veterans Memorial Hall and Building.** (history prior to 1957 not included here)

1957 Plans for present building drawn by the Humboldt County Department of Public Works in 1957, and approved by the local veterans groups after suggested changes.

1958 Ownership transferred to County for the John Haynes Veterans Memorial Hall.

1960 Contract awarded to Jim Johnson March 1960, project completed 11-11- 1960.

1960-1985 No record found of an AGREEMENT

1985 MANAGEMENT AGREEMENT for the JOHN HAYNES VETERANS' MEMORIAL BUILDING HALL was entered by the county and the veterans on December 10, 1985 with a termination date of June 30, 1987.

1987-2002 No record found of an AGREEMENT after 1985 AGREEMENT expired.

2002 AGREEMENT between the County and the Veterans was dated Sept.17, 2002. with an initial term of 10 years. Including the following:

Item 20 DESTRUCTION OF PREMISES "In the event that the premises are destroyed in whole or in part by fire or other casualty COUNTY must rebuild the premises within a reasonable period of time. Reconstruction efforts shall commence within one year from the date of destruction." (pg 6)

EXHIBIT C lists the "Guidelines determining responsibility for maintenance and repair of Veterans buildings." The county responsibility list starts with #1, "Roof (repair and replacement)". (pg 13)

2012 No known action on renewing or updating the 2002 AGREEMENT

2012-2016 County and veterans continued using the hall and courthouse in accordance with the 2002 AGREEMENT, except for county's continued lack of maintenance as agreed.

2016 In April the JOHN HAYNES VETERANS' MEMORIAL BUILDING, Veterans Hall and the County Court are closed due to mold caused by years of the county not abiding by the maintenance responsibilities of repairing or replacing the roof.

2016-2020 NO PROGRESS, NO HALL, NO COURT, NO PLAN

Oct. 20, 2020 Input Facilities Management Plan for Garberville Veterans Building and Court by Bonnie Blackberry in behalf of the Civil Liberties Monitoring Project.



## AGREEMENT

This Agreement made and entered into this 17th day of September, 2002, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and AMERICAN LEGION POST No. 494 and VETERANS OF FOREIGN WARS POST No. 6354, hereinafter referred to as "VETERANS," who agree to the following.

### (1) ACKNOWLEDGMENT OF VETERANS' RIGHTS

COUNTY acknowledges that VETERANS have the right by statute and by legal rulings to use, for veterans purposes, the John Haynes Memorial Veterans Hall located on APN 32-011-06, more commonly known as 483 Conger Street, Garberville, California. Said premises are more particularly shown on Exhibit "A," which is attached hereto and incorporated herein. The areas marked Justice Court and Court office on Exhibit "A" are not part of this Agreement. The shaded area is a joint use area to be used both by COUNTY and VETERANS. This building and any future buildings on this site will continue to be named the "John Haynes Memorial Veteran's Hall."

### (2) AGREEMENT IS NOT A LEASE

This Agreement does not constitute a lease, but constitutes an agreement whereby VETERANS agree to use of the premises expressly and specifically described in paragraph (4) according to the terms contained in this Agreement.

### (3) TERM

The initial term of this Agreement shall commence upon COUNTY'S and VETERANS' approval, and shall terminate ten (10) years thereafter.

### (4) USE OF PREMISES

The premises shall be used by VETERANS as a Veterans Hall for meetings of Veteran organizations and for other purposes, so long as these other uses do not violate local, state, or other ordinances. Use of the premises for retail commercial sales is also prohibited. VETERANS shall be responsible for scheduling use of the Hall by Veterans and non-Veterans groups.

### (5) CONSIDERATION

This Agreement is entered pursuant to Military and Veterans Code Sections 1261 and 1262 and COUNTY and VETERANS agree to maintain the premises pursuant to the terms of this Agreement.

(6) VETERANS NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY

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

(7) SCHEDULING USE OF VETERANS HALL

VETERANS shall be responsible for scheduling use of the hall by Veterans and non-Veterans groups and/or individuals.

(A) All use of the premises shall be subject to house rules created by VETERANS as described in Exhibit B, which is attached hereto and incorporated herein.

(8) INVENTORY

COUNTY and VETERANS agree that the only personal property on the premises that belongs to COUNTY are a gas range and dishwasher. It is covenanted and agreed that this range and dishwasher belong to COUNTY and shall not be removed from said building or premises at any time, without prior approval of COUNTY.

(9) COUNTY'S ACCESS TO PREMISES

VETERANS agree to relinquish all or any part of the premises to COUNTY for use as a disaster care center or other emergency facility during declared disasters or states of emergency.

(10) BUILDING STANDARDS AND COMPLIANCE WITH LAWS

COUNTY and VETERANS shall comply with any federal, state, and county laws and/or regulations, including but not limited to the Americans with Disabilities Act, building, safety, health, fire, sanitary codes, ordinances or statutes that are in effect or that may hereafter be adopted. The COUNTY shall maintain the building to the same level it maintains other veterans' halls.

Either COUNTY or VETERANS shall have the right to terminate this Agreement upon seven (7) days notice if any of the above applicable laws, standards, or criteria are not complied with. However, termination of this Agreement does not terminate VETERANS' right to use the premises as determined by statute and legal rulings, except when the building is declared to be unsafe to occupy as declared by a public official.

(11) RIGHT OF ENTRY

To the extent necessary to protect the rights and interests of COUNTY or to ascertain VETERANS' compliance with this Agreement and compliance with standard rules and

regulations, the County Administrative Officer or designee shall have the right to inspect said premises during reasonable hours after giving 24 hours notice.

(12) UTILITIES (WATER, ELECTRICITY, SEWER)

In consideration of the VETERANS sharing the building with the Superior Court of California, County of Humboldt, the COUNTY shall pay fifty-four percent (54%) of the monthly electricity bill. The COUNTY shall pay the bill and shall within thirty (30) days send to VETERANS a bill for the remaining forty-six percent (46%). VETERANS will remit the payment within thirty (30) days. Should the VETERANS in two consecutive months fail to timely remit the balance due, the electricity account shall be placed in VETERANS name. VETERANS will pay the monthly charge and bill COUNTY for fifty-four percent (54%). COUNTY will remit the payment within thirty (30) days.

COUNTY shall continue to remove its refuse from the subject property at its sole expense and VETERANS shall be responsible for removing the refuse created by VETERANS and their lessees, invitees, and licensees at their sole expense.

COUNTY shall pay for water and sewer.

COUNTY shall pay for its own propane and telephone services.

VETERANS shall pay for their own propane and telephone services.

(13) MAINTENANCE

COUNTY AND VETERANS shall share maintenance of the premises as indicated on Exhibit C, which is attached hereto and incorporated herein.

(14) IMPROVEMENTS AND ALTERATIONS

VETERANS may make non-structural alterations or improvements to the premises to accommodate VETERANS' use of the premises. However, VETERANS shall not make any alterations or improvements to the premises being used without the prior written consent of COUNTY. Such consent shall not be unreasonably withheld and shall be given or denied within ten (10) County working days after receipt of written request.

VETERANS, at their own cost, may install in the premises the equipment needed for telecommunication system and computer terminals including, but not limited to, the following:

- A. Telephone cable
- B. Key system units
- C. Intercom system

- D. Telephones
- E. Answering machine
- F. Security system
- G. Radio and CB equipment
- H. Alternative power supplies

Upon termination of this Agreement, VETERANS shall have the right to remove from the premises any such equipment installed by VETERANS and must remove such equipment if directed to do so by COUNTY.

(15) COUNTY IMPROVEMENTS

COUNTY reserves the right to enter the premises to place improvements on the property and to grant easements over and under the property covered by this Agreement. Except for emergency situations, COUNTY must give fourteen (14) days advance notice of placing any improvements on the subject premises. VETERANS shall notify COUNTY in writing before work commences if they have any objections to the improvements.

(16) NO SMOKING ORDINANCE

Pursuant to Humboldt County Code Section 971-1 *et. seq.*, COUNTY-owned premises are smoke-free. COUNTY and VETERANS shall comply with the ordinance.

(17) HOLD HARMLESS INDEMNIFICATION

VETERANS agree to indemnify and hold harmless and, at their own risk, cost, and expense, defend COUNTY, its Board of Supervisors, officers, agents, employees, and volunteers from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from VETERANS' negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time COUNTY incurs such costs.

COUNTY agrees to indemnify and hold harmless, and at its own risk, cost and expense, defend VETERANS from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from COUNTY'S negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time VETERANS incur such costs.

(18) INSURANCE REQUIREMENTS

This Agreement shall not be executed by COUNTY and VETERANS are not entitled to any rights, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are on file with the Clerk of the Humboldt County Board of

Supervisors.

Without limiting VETERANS' indemnification provided, VETERANS shall either obtain itself, or have its tenants obtain, throughout the period of this Agreement, the following policies of insurance placed with insurers 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 VETERANS, its agents, employees or sublessees.

- A. 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 \$1,000,000.00 per occurrence. If work involves explosive, or collapse risks, XCU must be included.

VETERANS are required to ensure that VETERANS' general liability policy includes Host Liquor Law Liability coverage endorsement when, and if, VETERANS intend to serve liquor on the site. If liquor is found on site and there is no liquor liability coverage in place, then the premises will immediately be closed to VETERANS until host liquor liability coverage is obtained. 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. Said policy shall contain or be endorsed with the following provisions:

- (1) COUNTY, its officers, employees and agents, and VETERANS are covered as additional insured for liability arising out of the operations performed by or on behalf of VETERANS. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, agents, and employees.
- (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to COUNTY by certified mail.
- (3) 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.
- (4) For claims related to this project, VETERANS' insurance is primary coverage to COUNTY, and any insurance or self-insurance programs maintained by COUNTY are excess to VETERANS' insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents.

B. When required by law the following Workers' compensation insurance shall be carried by VETERANS:

(1) The policy shall not be canceled without thirty (30) days prior written notice to COUNTY.

(2) The policy shall provide for subrogation against COUNTY, its officers, employees, and agents.

C. VETERANS, at its option, shall prove "All-Risk" Property Insurance for the personal property in the building

D. In the event that VETERANS employ contractors (subcontractors) as part of the above contract, such as maintenance or cleaning personnel, it shall be VETERANS' responsibility to require and confirm that each contractor (subcontractor) meets the minimum insurance requirements specified above.

(19) COUNTY PROPERTY INSURANCE

COUNTY shall maintain an "All-Risk Property" policy to cover the subject premises with any insurance proceeds received to be used to repair or rebuild the premises.

(20) DESTRUCTION OF PREMISES

In the event that the premises are destroyed in whole or in part by fire or other casualty, COUNTY must rebuild the premises within a reasonable period of time. Reconstruction efforts shall commence within one year from the date of destruction.

(21) NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person, shall be in writing and either served personally or sent by prepaid, first class mail, to the respective addresses set forth below. Notice shall be deemed received two (2) County working days from time of mailing if mailed as provided herein or upon receipt if served personally.

VETERANS:  
Garberville Veterans Association  
Hall Committee  
483 Conger Street  
Garberville, CA 95542

COUNTY:  
Humboldt County  
County Administrative Officer  
825 5th Street, Room 111  
Eureka, CA 95501-1153

(22) VETERANS' RIGHTS TO LEASE OUT THE PREMISES

This Agreement permits VETERANS to lease out part or all of their portion of the premises and they have the right to charge fees and retain all the money acquired by such rental fees. However, VETERANS do not have the right to abandon the premises and rent it out to any other group. Any attempt to assign, sublet, or transfer the premises to any other party shall be of no force or effect whatsoever unless and until COUNTY shall have given its written consent and unless VETERANS continue to utilize the premises for their own purposes as provided by statute and legal rulings.

(23) NUCLEAR FREE CLAUSE

VETERANS certify by their signatures below that VETERANS are not a Nuclear Weapons Contractor, in that VETERANS are not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. VETERANS agree to notify COUNTY immediately if they become a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if VETERANS become a nuclear weapons contractor.

(24) JURISDICTION AND APPLICABLE LAWS

This Agreement shall be construed under the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt.

(25) RIGHT TO ERECT SIGNS

VETERANS and COUNTY shall mutually agree as to the location, size, and style of any signs.

(26) REAL PROPERTY TAXES

COUNTY shall pay all real property taxes and general and special assessments levied and assessed against the premises.

(27) COUNTY AND VETERANS DEFAULT

Either party shall be in default of this Agreement if it fails or refuses to perform any material provision of this Agreement that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by the non-defaulting party to the defaulting party. If the default cannot reasonably be cured within ten (10) days, a party shall not be in default of this Agreement if the defaulting party commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

(28) COUNTY'S AND VETERAN'S REMEDIES ON DEFAULT

COUNTY, at any time after VETERANS are in default, can terminate this Agreement or can cure the default at VETERANS' cost. If COUNTY at any time, by reason of VETERANS' default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from VETERANS to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by VETERANS. If VETERANS fail to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future utility fees, the sum COUNTY has expended until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Agreement.

VETERANS, at any time after COUNTY is in default, can terminate this Agreement or can cure the default at COUNTY'S cost. If VETERANS at any time, by reason of COUNTY'S default, pay any sum or do any act that requires the payment of any sum, the sum paid by VETERANS shall be due from COUNTY to VETERANS within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate VETERANS are permitted by law to charge from the date the sum is paid by VETERANS until VETERANS are reimbursed by COUNTY. If COUNTY fails to reimburse VETERANS as required by this paragraph, VETERANS shall have the right to withhold from future sums of money due the COUNTY, the sums of money VETERANS have expended until VETERANS are reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Agreement.

(29) TERMINATION

Except where any other time frame is specifically provided in this Agreement, COUNTY and VETERANS each reserve the right to terminate this Agreement, on seven (7) days notice, for any cause or reason provided by the Agreement itself, or by law, or upon the happening of one or more of the following:

- A. The making by any party of any general assignment for the benefit of creditors.
- B. The failure of either party to pay promptly when due all charges, fees, or other payments in accordance with this Agreement.
- C. The failure of any party to remedy any default, breach, or violation of County, municipal, Federal and/or State laws or regulations.
- D. The violation of any of the provisions of this Agreement.



- E. The premises becomes damaged due to fire, flood, earthquake, or any other natural disaster.
- F. Intentionally supplying either party with false or misleading information

(30) AGREEMENT MODIFICATION

This AGREEMENT may be modified only by subsequent written agreement signed by COUNTY and VETERANS.

(31) ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed, or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

(32) WAIVER OF BREACH

The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this Agreement.

(33) BREACH, REMEDY FOR

In the event of breach of this Agreement by VETERANS or COUNTY, COUNTY and VETERANS shall have all rights and remedies provided by law.

(34) BINDING EFFECT

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, successors, and assigns.

(35) INTERPRETATIONS

As this Agreement was jointly prepared by both parties, the language in all parts of this

Agreement shall be construed, in all cases, according to its fair meaning and not for or against either party hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first above written.

(SEAL)  
ATTEST:

CLERK OF THE BOARD:

BY: *Lora Canzoneri*  
LORA CANZONERI  
September 17, 2002

VETERANS:

BY: *Michael J. Wiley*  
VETERANS OF FOREIGN WARS, POST  
#6354

TITLE: *Commander*

APPROVED AS TO FORM:

BY: *Richard D. Curtis*  
AMERICAN LEGION POST #494

COUNTY COUNSEL:

TITLE: *Commander*

BY: *Joyce Stigter*  
Deputy County Counsel

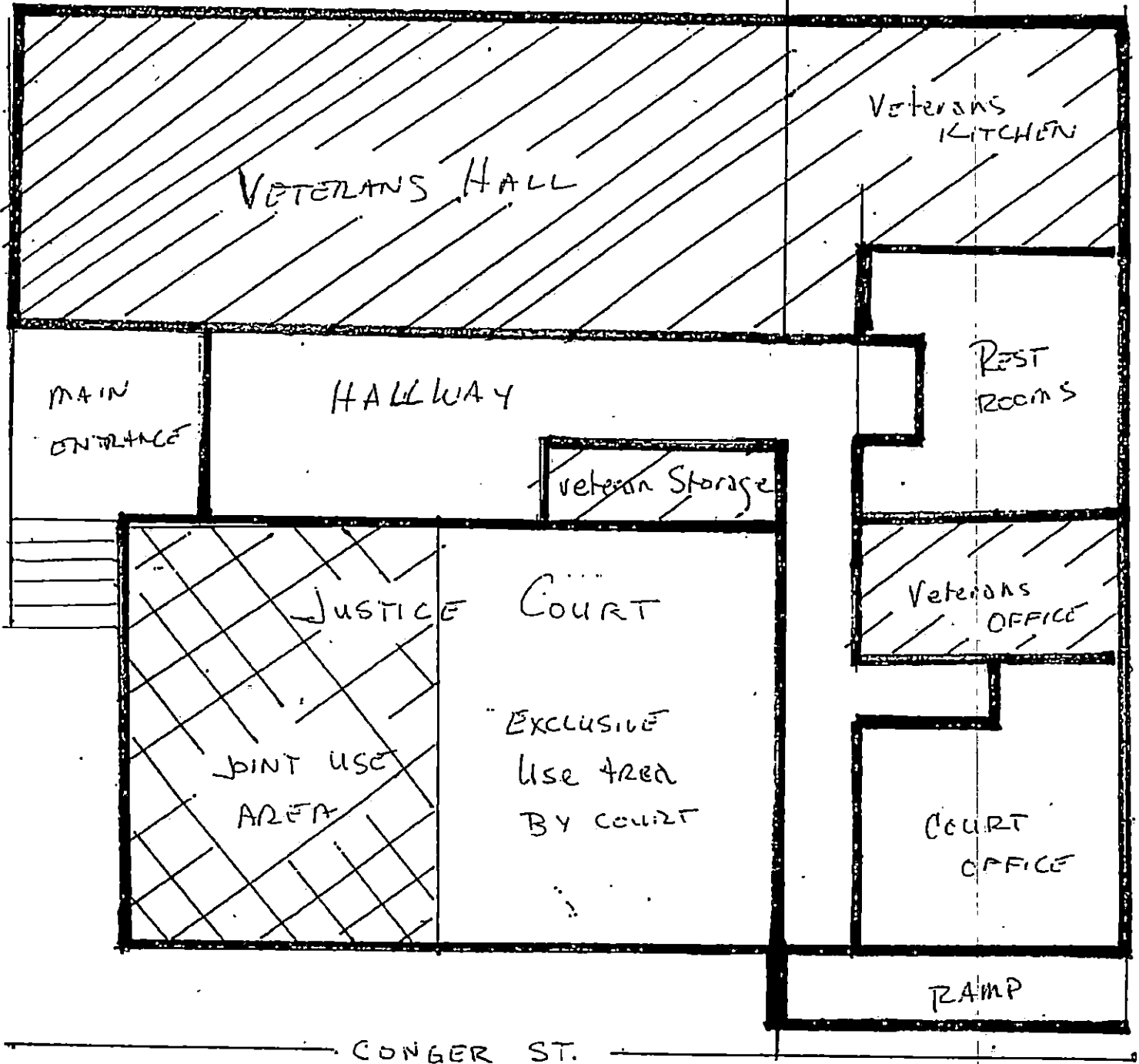
COUNTY OF HUMBOLDT

BY: *Paul Kirk*

INSURANCE CERTIFICATES  
REVIEWED AND APPROVED:

BY: \_\_\_\_\_  
Risk Management

LOCUST ST



CONGER ST.

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## John Haynes Memorial Veterans' Hall Rental Rules

1. Rental slotted times run from the top of the hour or half past the hour in one half hour intervals. This includes setup and cleanup times.
2. Each renter must be covered by insurance, holding the Garberville Veteran Association (GVA) and the County of Humboldt as additionally insured, in the amount of \$500,000. A copy of your insurance policy must be on file in advance of each event with the GVA Hall manager. Classes must have a current copy on file.
3. Friday night, Saturday and Sunday classes are subject to "bumps." (Two weeks notice is provided.)
4. Persons named in class schedule slots are responsible for payment. Payment for classes is due on the first of the month and considered delinquent on the 15th. Payments may be deposited in the mail slot of the Veteran's office.
5. Full payment of fees and deposit is required in advance to reserve the hall. Arrangement is made with the hall manager.
6. Any or all classes and events may be cancelled due to county repair, emergency shelter needs or annual Veteran's events.
7. Each renter is responsible for letting the Hall manager know of any corrections or changes to the schedule.
8. Leave the Hall clean. Dispose all trash and recyclables in appropriate containers. Make sure that all doors are locked, the lights are off and the heater/air conditioner is turned off.
9. Personal items should be removed from the hall. Veterans are not responsible for lost or damaged personal equipment left in the hall. The lost and found box will be donated to charity when it is overflowing.
10. The kitchen is not included in classroom rentals.
11. The fire marshall has determined that a capacity of no more than two hundred (200) people shall be permitted in the building at any one time.

Adopted by house committee 10-2-96.

EXHIBIT "B" C

Guidelines for determining responsibility for maintenance and repair of Veterans buildings:

County Responsibility

Exterior

1. Roof (repair and replacement)
2. Painting
3. Walks, stairs, ramps, and porches
4. Window frames, including caulking
5. Flagpole and spotlights
6. West and South exterior doors, hardware and window glass
7. Light fixtures (including bulbs)
8. Damage caused by County workers, clients, or vandals
9. All yard maintenance on South and West side of building.

Interior

1. All maintenance and repairs outside of Veterans' responsibility areas
2. Major plumbing fixtures, water lines, gas lines, and waste lines
3. Electrical wiring, main service, and subpanels
4. Scheduled painting of walls and ceilings
5. Scheduled refinishing of floors
6. Damage caused by County workers, clients, or vandals
7. Fire extinguishers (maintenance and repair)
8. Heaters, ventilating and air conditioning units, other than annual maintenance and filter changes

Veterans' Responsibility

1. North and East yard maintenance
2. All damages caused by Veterans' or their users, other than normal wear

Interior

1. All Veteran-owned items
2. Window coverings
3. Kitchen waste line stoppage
4. Minor plumbing, such as faucet repair, drain maintenance and repair
5. Minor electrical, such as replacement of switches, plugs, light bulbs, and lamp holders
6. Doors and hardware to hall, kitchen, Veterans' office and cloakroom
7. Nonscheduled painting and floor refinishing
8. All damage caused by Veterans' or their users, other than normal wear
9. Any remodeling not approved by the County

**DEED** - *copy*

..... JOHN HAYNES MEMORIAL BUILDING ASSOCIATION, INC., .....

..... a California Corporation, ..... does hereby

GRANT to the COUNTY OF HUMBOLDT, a political subdivision  
of the State of California,

all that real property situated in the TOWN OF GARBERVILLE,

County of Humboldt, State of California, bounded and described as follows to-wit:

That certain parcel of land conveyed by deed from Esther Underwood to John Haynes Memorial Building Association Inc., a California Corporation, dated October 19, 1953, recorded November 16, 1953, in Book 270 of Official Records, page 375, in the Office of the Recorder of said County, and particularly described in said deed as:

Beginning at the northeast corner of the intersection of Conger Street and Locust Street in the Town of Garberville and running thence South 88 degrees 31 minutes East along the North line of Conger Street, 94.5 feet; thence North 0 degrees 9 minutes West 101.4 feet; thence North 88° 31 minutes West 90 feet, more or less, to the East line of Locust Street; thence South 1 degree 9 minutes West along the East line of Locust Street 101.4 feet to the place of beginning.

PUT  
STAMPS  
HERE

E17 OR. 434

WITNESS my hand this date November 20<sup>th</sup> 1958

# History of John Haynes Veteran's Memorial Building

The opening of the first completed portion of the John Haynes Veteran's Memorial Building is the culmination of the combined efforts of local veterans groups and the Humboldt County Board of Supervisors.

In 1949 the Garberville Steelhead Tournament was formed to raise funds by selling tickets to steelhead fishermen and offering prizes. The committee was composed of members of the American Legion and VFW posts.

The initial appropriation to the building funds was made by the Board of Supervisors in 1950.

In 1952 the John Haynes Veterans Memorial Building Association was formed and incorporated. Members were selected from both veterans organizations

Article 4 of the articles of incorporation read:

"The primary purpose of the corporation shall be to raise funds through the promotion of various enterprises in order to construct a building in Garberville to be known as the John Haynes Veteran's Memorial Building."

The original directors of the association were: Robert Linn, Ralph Nygard, Bernard E. Harris, Kenneth Wood, Donald Waterhouse, Arthur N. Morrison, of Garberville; Harold Lewis, Thorn; Frank Matthews, Piercy; and Mrs. Lee Wallace, Phillipsville.

The property for the building was purchased in 1953. The 96x101 foot lot is located on the corner of Congur and Locust Streets. The property was purchased from Mrs. Esther Underwood, the title being recorded in the name of the organization.

Flood conditions during the winter of 1955 forced the cancellation of the Steelhead Tournament for the 1955-56 season. Tickets sales money was refunded or given to relief agencies.

Plans for the present building were drawn by the Humboldt County Department of Public Works in 1957 and approved by the local veteran's groups after suggested changes. Ownership of the property was transferred to the County in 1958.

In February 1960 the Garberville Steelhead Tournament Committee donated \$9,000 to the County in order to increase the total building fund to a sufficient to award the contract to start construction.

The contract for phase I was awarded to Jim O. Johnson in March 1960 and completed in sufficient time for opening Saturday, November 11, 1960.



AGEND . ITEM NO. \_\_\_\_\_

# COUNTY OF HUMBOLDT

DATE: **August 26, 2002** For meeting of: **September 17, 2002**  
TO: **BOARD OF SUPERVISORS**  
FROM: **Lindsey McWilliams, Administrative Services Director**  
SUBJECT: **Garberville Veterans Hall Agreement**

**RECOMMENDATION:**

That the Board of Supervisors

1. Authorize the Chair of the Board to sign the attached Use Agreement;
2. Approve the appropriation transfer of \$6,500.00 from the General Fund to 1100-199-3197 (Contribution – Other, Garberville Veterans Memorial Building).

**DISCUSSION:**

The County and Garberville veterans associations (Veterans) have been living somewhat tenuously under terms of a 1985 agreement which expired in 1987. The attached agreement is the culmination of years of negotiations and represents, staff submits, a mutually satisfactory arrangement. There are several elements to the agreement that warrant discussion here.

Prepared by: \_\_\_\_\_ CAO Approval: \_\_\_\_\_

REVIEW:  
Auditor \_\_\_\_\_ County Counsel \_\_\_\_\_ Personnel \_\_\_\_\_ Risk Manager \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:  
\_\_\_\_ Consent  
\_\_\_\_ Departmental  
\_\_\_\_ Public Hearing  
\_\_\_\_ Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:  
  
Board Order No. \_\_\_\_\_  
Meeting of: \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT  
Upon motion of Supervisor  
seconded by Supervisor  
and unanimously carried by those members  
present, the Board hereby adopts the recommended  
action contained in this report.

Dated: \_\_\_\_\_  
LORA CANZONERI, Clerk of the Board

by: \_\_\_\_\_



Veterans several years ago, without County permission, replaced part of the roof at a cost of \$7,567. The County in Fiscal Year 1999-2000 reimbursed the Veterans half the amount (\$3,784) and offered to reimburse the remaining half (\$3,783) on signing of a new Agreement. This commitment needs to be fulfilled and is part of the staff recommendation.

The agreement also brings the Garberville Veterans into a similar financial arrangement as we have with the other veterans: each year the County, insofar as the budget allows, shall provide the Garberville Veterans with funds in relation to that provided to other veterans. Staff recommends \$2,717 per year.

There is a lingering perception among some Garberville Veterans that the County may harbor clandestine plans to either change the name or use of the veterans hall. To acknowledge their concerns and our commitment to honor veterans generally and John Haynes in particular, we have added language confirming the County's intent to retain the hall's name: "John Haynes Memorial Veterans Hall." There also is a companion agenda item regarding the Court's presence in the Memorial Hall. Basically, if the Court leaves, the County agrees to treat the building like other veterans' halls: Leave it to the veterans and not move in a County department.

Staff also committed to modest interior remodeling. The Veterans' Office is now little more than an eight-foot square closet with no windows. The commitment calls for us to extend a hallway wall into space now used by the Court and connect to an exterior wall. This will approximately double the Veterans' current space and provide them with a window.

Related is our general upkeep of the building. The veterans wanted assurance that we were treating them fairly in our maintenance program. We have included language that commits us to maintain their building to the same level as we maintain other Veterans' Halls. We also propose to notify them at least 14 days in advance of making non-emergency improvements to the building. This is an attempt to keep communication lines open. We already have had a successful test run of the process with the replacement of the hallway floor.

There are a couple of other related maintenance issues. We have repaired an air conditioning unit and installed time and temperature controlled thermostats for heating and air conditioning. We have also included a roof drain repair and painting the building as priorities for a share of the \$200,000 that the Board allocated for veterans buildings.

In a situation where the building is destroyed, we have included language that we will rebuild as soon as possible and commit to beginning reconstruction within a year of destruction. This recognizes that County timelines have constraints.

A major sticking point in the past has been utilities. The Garberville Hall is unique in that it has a permanent Court presence (for which the County has some responsibility) and the electricity bill is not easily divided. The agreement calls for the County to be responsible for fifty-four percent (54%) of the electricity and the Veterans to pay the remaining forty-six percent (46%). In the event the Veterans fail to timely send us their portion two months in a row, the electricity account will be put in their name and they will bill us. Each of us is responsible for our own

propane, phone, and garbage. We pay for water and sewer.

**FINANCIAL IMPACT:**

-- This will reduce General Fund Contingency by \$6,500.00. We have been paying all of the electricity bill and now we will pay slightly more than half, so this represents a savings.

**OTHER AGENCY INVOLVEMENT:**

Garberville veterans.

**ALTERNATIVES TO STAFF RECOMMENDATIONS:**

The Board could direct staff to renegotiate any parts of the Agreement with which there is a disagreement.

## Sharp, Ryan

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**From:** nancy johnson <myrtletheturtle707@gmail.com>  
**Sent:** Monday, October 19, 2020 4:40 PM  
**To:** COB  
**Subject:** Garberville John Haines Memorial Veteran's Hall

Please honor the proposal put forth by Veterans Brian Ormand, Doug Battles and many more to return the building and property to the local Association to fulfill the obligation to the original donor. Many volunteers stand by in Southern Humboldt to help with repairs to return it to its promised and intended use.




**Maureen Koniecz...** Yesterday  
to cob ✓



Things the Garberville Hall is used for...Funerals  
... Weddings, Receptions,  
...Martial Arts Classes  
...Ballet Lessons  
...Code Enforcement talks  
...Political Candidate Debates  
...IMAGINE HUMBOLDT meetings  
...ZONING DISCUSSIONS  
..COMMUNITY HOLIDAY MEALS AND CELEBRATION  
....Small Claims Court, Other Court functions  
...JURY DUTY★  
...Commercial kitchen  
...Civil defense and disaster relief and Response.  
We all loose. Not just the Vets!



**Mail Delivery Subsystem**  Oct 19  
Address not found Your message wasn't  
delivered to cob@co.humboldt.ca.gov



**Draft** 7:49 AM  
to ✓





R.I.P.

JOHN HAYNES  
MEMORIAL  
VETERANS HALL  
LEFT TO ROT  
BY  
THE COUNTYS  
INDIFFERENCE



## Sharp, Ryan

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**From:** Simone Whipple <simone@asis.com>  
**Sent:** Monday, October 19, 2020 8:01 PM  
**To:** COB  
**Subject:** Garberville Vets Hall

Board of Supervisors, Attention Estelle Fennell

As a resident since 1973, of Humboldt County, and a tax payer, I am tired of waiting for action to fix our Veteran's Hall in Garberville. It is a travesty that once again the southern portion of the county is neglected by the entities responsible for caring for this building.

ACT NOW TO do what is necessary so we can have this important building re-opened to the Public.

Sincerely,  
Suzanne Whipple  
POB 556  
Miranda, 95553



Virus-free. [www.avast.com](http://www.avast.com)

## Sharp, Ryan

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**From:** Shanna Archibold <sewinga@yahoo.com>  
**Sent:** Monday, October 19, 2020 6:38 PM  
**To:** COB  
**Subject:** Garberville Veteran's Hall

Dear Supervisors of Humboldt County,

The Haynes Veterans Memorial Hall at 483 Conger Street in Garberville is a very important building & gathering place for Southern Humboldt. The Veterans built this building with fundraising and donations especially from the Haynes family as a gathering place for themselves and this community. The Humboldt County Court was there, so the county agreed to maintain the building and will not let the veterans do repairs. The county were told for over 10 years that the roof was leaking & repairs were needed. The county never did repairs and instead condemned the building! The veterans lost their meeting hall and rental income. Local community members, Arcata and Fortuna Veterans groups have all offered to help repair or replace the hall, without a positive response from the Humboldt County government. The Veterans of Southern Humboldt deserve better treatment and respect from the Humboldt County government!

The Garberville Vets Hall, as it was affectionately called, has served as a local court house, veteran's meeting hall, dance studio, and community commercial kitchen. It is invaluable as an inexpensive intimate gathering place for meetings, dances, memorials, lectures, and nonprofit fundraisers. As a Youth 4-H leader, previous Salmon Creek School board member and long time community member I have organized and attended many events there. Free Community Thanksgiving and Christmas Dinner have been held there for decades. Making these very large dinners with sometimes 20 turkeys was easier at the hall with the larger ovens. It was also used as the community cold weather emergency shelter. The ability to use this neutral space as a shelter saved many lives in our community.

The current plan from the county only replaces the meeting space with an empty room in the proposed complex. It doesn't allow for the veterans to display and store their flags, serve their community, or hold meetings on a moments notice. The current proposal doesn't start construction on a new building for 10 years. Our local Veterans have already waited nearly 4 years to have this County do what is right. If another decade passes, I fear our community will have lost many of the current members to the passage of time. All of these wonderful men who made a huge sacrifice in service of our country, are in their 60's and 70's and to put it bluntly, they can not wait 10 more years!

With all of the marijuana permitting fees, growers taxes, and bed taxes that Southern Humboldt is paying into the county coffers, the county can afford to full fill this embarrassingly overlooked & ignored legal obligation.

**OUR VETERANS DESERVE BETTER!**

Sincerely,  
Shanna Archibold

Sent from my iPhone