



MUSEUM OF NATURAL HISTORY

165 FOREST AVENUE • PACIFIC GROVE, CALIFORNIA 93950-2612 • (408) 648-3116 FAX (408) 375-9863

October 2, 1998

Michael Van Houten
Headquarters,
Eleventh Coast Guard District, Code POW
Building 50-6, Coast Guard Island
Alameda, CA 94501

Dear Mr. Van Houten:

The Pacific Grove Museum of Natural History manages the interior of the Point Pinos Lighthouse as an historical museum. Over the past five years most of the interior has been converted into a public museum highlighting the work of lighthouses, the history of the Point Pinos Lighthouse, and some of the personalities who were stationed there over the years.

Currently we have a contracted museum exhibitor working to accumulate a number of Point Pinos artifacts to place on display in the basement. The first artifact on exhibit is the restored original fall-weight mechanism which rotated a shield to produce the Lighthouse's light signature. The mechanism was restored by a group of local residents with an interest in lighthouses and installed by our museum exhibitor.

The Museum is interested in acquiring the foghorn which used to operate in a separate facility at Point Pinos, but was discontinued. The foghorn is currently in the custody of and on loan to the Point Sur State Historical Park and is stored at Point Sur Light Station. A copy of the loan form is enclosed.

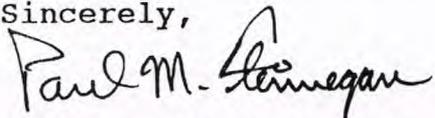
We have contacted key personnel from the Point Sur State Historical Park and they are graciously willing to return the foghorn to Point Pinos. It is planned to have the same group of people who restored the fall-weight mechanism, completely restore the foghorn and have it go on display in the basement of the Point Pinos Lighthouse.

The purpose of this letter is to advise you of the intent of both interested parties in this matter with the hope that you can

assist in accomplishing the transfer of custody of the foghorn,
item #3 in Appendix B of the enclosure.

Please feel free to telephone me if you have any questions
concerning this request. Thank you in advance.

Sincerely,

A handwritten signature in cursive script that reads "Paul M. Finnegan". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

Paul M. Finnegan
Assistant Curator

PMF:bj
Encl

STANDARD DOT TITLE VI ASSURANCE

The Pt. Sur State Historic Park (Recipient) HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the United States Coast Guard, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Museum

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the regulations and made in connection with the Museum and, in adapted form in all proposals for negotiated agreements: The Recipient, in accordance with the Act, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.

4. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

5. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.

6. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

7. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

8. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Museum and is binding on it, other recipients, subgrantees, successors in interest and other participants in the Museum.

The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Dated 1/22/96

Kris Quist, Museum Curator
(Signature and Title)

Pt Sur SHP
(Organization)

Attachment: Appendix A

Appendix B

AGREEMENT FOR OUTGOING LOAN

Date: 1 Jan 1996

To: Pr. Sur State Historic Park
(Borrower's Name)
2211 Garden Rd., Monterey, Ca. 93940
(Address)
2211 Garden Rd., Monterey, Ca. 93940
(Point of Contact)

From: Eleventh District (oan)
(U.S. Coast Guard District, MLC or Headquarters Unit)

In accordance with the Conditions attached hereto, the objects listed below are lent for the following purpose only: Display

for the period 1 Jan 96 to 31 Dec. 2001.
(Approximate time the objects leave USCG until their return receipt).

Location of object(s) while on loan: Pt. Sur State Historic Park
2211 Garden Rd., Monterey, Ca. 93940

Initiated by: CO, USCG Group, Monterey, Ca.

Description of object(s): Condition Value
(include size, materials, identifying numbers.)

See attached list.

Appendix B

INSURANCE: (See attached Conditions)

SHIPPING AND PACKING:

Object(s) will be packed by: _____
Charges to borrower: YES: _____ NO: x

Object(s) will be shipped to (address):

All objects are presently on display at Pt Sur State Historic Park and have been so for several years.

From U. S. Coast Guard or other (address): CO, USCG Group, Monterey, Ca. 93940-1497

Credit Line: "LENT BY THE U. S. COAST GUARD"

SPECIAL REQUIREMENTS for installation and handling:

The Borrower agrees to the following CONDITIONS OF LOAN:

PROTECTION.

1. The object(s) borrowed shall be given special care at all times to ensure against loss, damage, or deterioration. The borrower agrees to meet the special requirements for installation and handling as noted on the face of this agreement form. Furthermore, the U. S. Coast Guard (hereinafter "Coast Guard") may require an inspection and approval of the actual installation by a member of its staff as a condition of the loan. Upon receipt and prior to return of the object(s), the borrower must make a written record of condition. The Coast Guard is to be notified immediately, followed by a full written report, including photographs, if damage or loss is discovered. No object may be altered, repaired, or subjected to more than routine cleaning without the written permission of the Coast Guard. Object(s) must be maintained in a building equipped to protect objects from fire, smoke, or flood damage; and protected from extreme temperatures and humidity, excessive light, and from insects, vermin, dirt, or other environmental hazards. Objects must be handled only by experienced personnel and be secured from damage and theft.

INSURANCE.

2. Object(s) shall be insured during the period of this loan for the value stated on the face of this agreement under an all-risk, wall-to-wall policy subject to the following standard exclusions: gradual deterioration or inherent vice; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination.

3. In the event of loss or damage, the Borrower's maximum liability will be based upon the agreed value as herein stated. Insurance values may be reviewed periodically, and the Coast Guard reserves the right to require an increase in coverage.

4. The Borrower hereby warrants that the required coverages described above will be secured and maintained and that the Coast Guard will be named as an additional insured. The Coast Guard requests documentary evidence of coverage such as a copy of the policy or a "Certificate of Insurance." If the Borrower fails to secure and maintain said insurance, the Borrower will, nevertheless, be required to respond financially in case of loss or damage as if said insurance were in effect.

5. In limited cases, the Coast Guard may waive insurance, but in these instances it is understood and agreed that the Borrower will indemnify the Coast Guard for any and all loss or damage to the object(s) occurring during the period of the loan, as if it were insured as stated above.

PACKING AND TRANSPORTATION.

6. Packing and transportation shall be by safe methods approved in advance by the Coast Guard. Unpacking and repacking must be done by experienced personnel under supervision.

CREDIT AND REPRODUCTION.

7. Each object shall be identified as property of the U. S. Coast Guard. Unless otherwise agreed to in writing, no

reproductions are permitted by the Borrower except photograph copies for catalog and publicity uses related to the stated purpose of this loan.

COSTS.

8. Unless otherwise noted, packing, transportation, customs, insurance, and other loan-related costs of shipping to and from the Borrower shall be borne by the Borrower.

RETURN/EXTENSION/CANCELLATION.

9. Object(s) must be returned to the Coast Guard in satisfactory condition by the stated termination date. Any extension of the loan period must be approved in writing by the initiating office and must be covered by a parallel extension of insurance. The Coast Guard reserves the right to recall the object from loan on short notice, if necessary. The Coast Guard reserves the right to cancel this loan for good cause at any time, and will make every effort to give reasonable notice thereof.

LOANS TO OTHER ORGANIZATIONS.

10. Borrower is not authorized to loan the object(s) listed on the face of this agreement to other organizations without the written approval of the initiating Coast Guard office. Doing so may result in the recall of the object(s) and termination of this loan.

GOVERNING AGREEMENT.

11. In the event of conflict between this agreement and any forms of the Borrower, the terms of this agreement shall be controlling.

I have read and agree to the above Conditions and certify I am authorized to agree thereto.

NAME: Kris Quist TITLE: MUSEUM CURATOR

SIGNATURE: Kris Quist DATE 1/22/96
(Borrower or Authorized Agent)

APPROVED FOR THE U. S. COAST GUARD:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE _____
(For COMDT)

ATTACH STANDARD D.O.T. TITLE VI ASSURANCES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the United States Coast Guard to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient, or the United States Coast Guard, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the United States Coast Guard may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the contractor under the contract until the contractor complies; and/or

(b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the United States Coast Guard may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

LIST OF OBJECTS ON LOAN TO PT SUR STATE HISTORIC PARK BY THE USCG
UNDER AGREEMENT DATED 1 JAN 1996.

<u>Description of objects:</u>	<u>Condition:</u>	<u>Value:</u>
1. Rotating Lantern: 190MM on metal stand equipped with one 10 watt solar panel. Ser # 51209.	Poor	\$200
2. Sound Signal: FA 232 Wallace & Turman, 13 volt DC. This is only a shell with electrical parts missing.	Very Poor	\$100
3. Fog Horn: Super Tyfon. No ser#. 46" long and 20" wide at the trumpet mouth.	Good	\$500