

**GRANT AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT
AND
THE HUMBOLDT COUNTY FAIR ASSOCIATION**

This Grant Agreement ("Agreement") is made and entered into this 20 day of July, 2021, by and between the County of Humboldt, a political subdivision of the State of California (hereinafter called "the County") and the Humboldt County Fair Association, a domestic nonprofit corporation, (hereinafter called "the Grantee"), together referred to as "the Parties."

WHEREAS, Grantee operates the Humboldt County Fair to benefit the County; and

WHEREAS, as part of the fiscal year 2020-21 budget, the County's Board of Supervisors ("Board") approved a funding allocation to Grantee in the amount of \$200,000 on June 8, 2021 for the public purpose of paying for organizational costs, including staff and services and supply costs already incurred, to carry out operations during Fiscal Years (FY) 2020-21 and 2021-22, and/or to hold the Humboldt County Fair in 2021; and

WHEREAS, on July 13, 2021, the Board approves this Agreement to fund Grantee's proposed project on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. PROJECT DESCRIPTION

A. Grantee shall utilize the grant funds for activities related to HCFA's FY 2020-21 and 2021-22 operations, including holding the Humboldt County Fair in 2021, as funding allows (the "Project"). The specific tasks related to this agreement are set forth in Exhibit A- Scope of Work, which is attached hereto and incorporated in full herein.

II. AWARD AMOUNT AND DISBURSEMENT

A. County agrees to pay Grantee a sum not to exceed Two Hundred Thousand Dollars (\$200,000) to cover Grantee's costs in performing the Project ("Grant Funds"). Any costs for labor and materials shall be as set forth in the Project Budget attached hereto as Exhibit B and incorporated herein by reference. Grantee acknowledges this amount is the total amount receivable pursuant to this agreement, and shall bear the responsibility for any Project costs in excess of \$200,000.

B. County will deposit 90% of the Grant Funds in Grantee's account by July 30, 2021.

C. Ten percent (10%) of the total grant amount specified in Section II-A above will not be released to Grantee until Grantee submits the Final Report (*see* Section V(A)(3)) for the Project.

D. Grantee shall submit adequate written documentation, as determined by the County Administrative Office, summarizing all costs incurred in connection with performance of services under this Agreement no later than September 30, 2022.

E. Any unspent funds shall be returned to the County with no negative consequences for future grants as long as all reasonable efforts were made to execute the Project within the Project Budget (Exhibit B) in a timely manner.

- F. If Grantee deviates by more than six months from the Project timeline dates outlined in Exhibit A, the Board shall have the discretion to modify, terminate, or disencumber unspent funds from the grant.

III. TERM

- A. This Agreement shall commence on the date indicated above and shall terminate on August 31, 2022.

IV. GRANT MODIFICATIONS

- A. Deviations of any single category proposed in the line item budget must receive written approval of the County at the following levels of approval if the change is greater than 20% of that category.
- B. If additional time beyond the timeline provided by the Grantee (listed in Exhibit A) is required and exceptional circumstances warrant, a request must be submitted to the Humboldt County Administrative Office, Attention: Sean Quincey, Deputy County Administrative Officer. The request must explain the need for the extension and include an estimate of the unobligated funds remaining and a plan for their use. The plan must adhere to the previously approved objectives of the Project.

V. GRANT REPORTING AND AUDITING

A. Reporting

- 1. Grantee will submit a Final Report to the County including final documentation to receive retained grant funds and in no event shall the Final Report be submitted later than 30 days after the Agreement's termination date. The Final Report will utilize the format in Exhibit C and shall include:
 - i. Documentation of activities contracted and completed with grant funds;
 - ii. Financial accountings of grant funds. Grant funds should be tracked separately. Receipts documenting purchases may be requested;
 - iii. Subcontracts signed and/or completed;
 - iv. Narrative of accomplishments to date and schedule of activities and expected completion date; and
 - v. Requests for revisions of timeline, budget, and other Project items.
- 2. County Staff may review any records or documents pertinent to the Project at any time. Such records include information about the Grantee's organization and budget.
- 3. County may require Grantee to report on other Project activities, processes, and outcomes as needed in the Final Report. Grantee agrees to provide reporting information as requested by the County.
- 4. County will send a Grant Closeout letter to Grantee after the Final Report. When Grantee returns the letter, the grant is considered closed.

B. Auditing

- 1. Grantee shall retain, and County Staff shall have access to, any pertinent books, documents, papers and records of the Grantee organization (and of the performing organization, if different) to make audits, examinations, excerpts and transcripts for up to

four (4) years after grant termination date. County Staff and its representatives may conduct periodic site visits to review the effectiveness of the grant.

2. Grantee agrees to timely prepare and maintain accurate and complete financial and performance records for a minimum of four (4) years from the date of final payment under this Agreement or until all pending County, State, and Federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work.
3. Grantee shall maintain detailed payroll records. Grantee agrees to maintain such records locally and make them available for inspection by County Staff and representatives, during normal business hours, upon one (1) working day notice.
4. Grantee will permit the County to audit all books, account or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. Grantee shall provide the County with any relevant information required and shall permit access to its premises during normal business hours upon five (5) days' notice.
5. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If Grantee is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by Grantee within thirty (30) days of notice.
6. Grantee assures that it maintains appropriate internal financial controls over grant funds received and disbursed, including procedures for authorizing disbursements, tracking grant expenditures, and reporting grant revenue and expenditures.
7. The County's rights and obligations under this provision shall continue after termination of the Agreement until four years from the termination of this agreement's term. In the event the term of this grant is extended under Paragraph III of this Agreement, the County's rights and obligations under this provision shall be extended for the same period of time.

VI. INSURANCE REQUIREMENTS:

- A. This Contract shall not be executed by County and the Grantee is not entitled to any rights, unless certificates of insurances (or other sufficient proof that the following provisions have been complied with) and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting Grantee's indemnification obligations provided for herein, Grantee shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best 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 Grantee, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
 1. 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 Two Million Dollars (\$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.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers Compensation and Employers Liability Insurance providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, employees, and volunteers. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
4. Insurance Notices:

County of Humboldt
Human Resources – Risk Management
Attn: Kacy Green
825 Fifth Street, Room 131
Eureka, CA 95501
(707) 268-3669
RiskMgmt@co.humboldt.ca.us

C. 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, agents and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees, agents and volunteers. Said policy shall also contain a provision stating that such coverage:
 - i. Includes contractual liability
 - ii. 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"
 - iii. Is primary insurance with regards to County of Humboldt
 - iv. Does not contain a pro-rata, excess only, and/or escape clause
 - v. Contains a cross liability, severability of interest or separation of insureds clause
2. The policies 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 IX. It is further understood that Grantee 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.
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, the Grantee's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Grantee's 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, officials, employees, agents and volunteers.
6. Grantee 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 One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by County. If Grantee 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 Grantee agrees to pay the cost of said insurance. County is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to Grantee under this Contract.
7. County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and Grantee shall be required to purchase additional coverage to meet the aggregate limits set forth above.

VII. HOLD HARMLESS AND INDEMNIFICATION

- A. Grantee shall hold harmless, defend and indemnify the County and its officers, officials, employees, agents and volunteers from and against any and all liability; loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Grantee's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- B. Acceptance of insurance required by this Agreement does not relieve Grantee from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Grantee's operations regardless if any insurance is applicable or not.

VIII. TERMINATION

- A. Termination for Cause. The County, in its sole discretion, may terminate this Agreement immediately upon notice if, in the opinion of the County, Grantee fails to perform as required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein. In such event, the County may exercise any of its rights under this Agreement or available to it under the law.
- B. Insufficient Funding. County's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, County shall, at its sole discretion, determine whether this Agreement shall be terminated.

County shall provide Grantee seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- C. Without Cause. This Agreement may be terminated by County without cause upon thirty (30) days' advance written notice. Such notice shall state the effective date of the termination.
- D. Compensation. In the event of any termination of this Agreement, Grantee shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to County resulting from a breach of this Agreement by Grantee.

IX. NOTICES

- A. Notices shall be given to the County at the following address:

Sean Quincey, Deputy County Administrative Officer
Humboldt County Administrative Office
County of Humboldt
825 5th Street #112, Eureka, CA 95501
(707) 476-2389
cao@co.humboldt.ca.us

- B. Notices shall be given to Grantee at the following address:

Katherine Ziemer
Humboldt County Fair Association
363 Indianola Road
Bayside, CA 95524
(707) 443-2993
patrickc@hafoundation.org

- C. 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, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the forgoing.

X. MISCELLANEOUS

- A. Restrictions, Limitations or Conditions: This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State Governments that may affect the provision, terms or funding of this Agreement.
- B. Relationship of Parties: Grantee shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of the County nor shall any such person be entitled to any benefits available or granted to employees of the County. Grantee shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the County and Grantee.

- C. Assignment: Neither Party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by Grantee in violation of this provision shall be void, and shall be cause for immediate termination of the Agreement.
- D. Subcontracting: Grantee shall not subcontract any portion of the work required by the Agreement without prior written approval of the County.
- E. Licensing: If Grantee is required to be licensed by the State of California, Grantee shall maintain the appropriate licenses throughout the life of this Agreement.
- F. Nuclear Free Humboldt County Ordinance Compliance: Grantee certifies by its signature below that Grantee 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. Grantee 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 forgoing certification is false or if Grantee becomes a nuclear weapons contractor.
- G. Title to Information and Documents: It is understood that any and all documents, information, and reports concerning this Project prepared by and/or submitted by Grantee shall become the property of the County. Grantee may retain copies for its own records. In the event of termination of this Agreement, for any reason whatsoever, Grantee shall promptly turn over all information, writings and documents to the County without exception or reservation.
- H. Nondiscrimination Clause Compliance (Employment And Services): In connection with the execution of this Agreement, Grantee shall not discriminate in the provision of services or against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical or mental disability (including HIV status and AIDS), medical condition (including cancer and genetic characteristics), marital status, political affiliation, sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), age (over 40 years of age), sexual orientation (including heterosexuality, homosexuality and bisexuality), military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- Grantee further assures that it shall abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, United States Executive Order 11246, as amended by United States Executive Order 11375 and as supplemented in 45 CFR, Part 60, and other applicable federal, state, and local laws and regulations to ensure that employment practices and the delivery of services are non-discriminatory. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.
- I. Entirety of Contract: This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts, which may have already been consummated pursuant to the terms, which are embodied in this Agreement, are hereby ratified.
- J. 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.

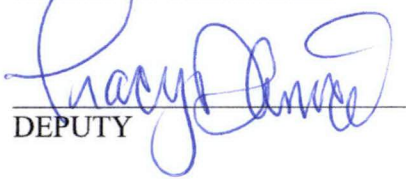
- K. Compliance with Applicable Laws: Grantee shall comply with any and all applicable federal, state and local laws.
- L. Jurisdiction and Venue: This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure §§ 394 or 395.
- M. Severability: If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- N. No Waiver: The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement. In no event shall any payment by County constitute a waiver of any breach of this Agreement or any default which may then exist on the part of Grantee. Nor shall such payment impair or prejudice any remedy available to County with respect to any breach of default. County shall have the right to demand repayment of, and Grantee shall promptly refund, any funds disbursed to Grantee, which in the judgment of County were not expended in accordance with the terms of this Agreement.
- O. Confidential Information: In the performance of this Agreement, Grantee may receive information which is confidential information under state or federal law. Grantee agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.
- P. Public Works: To the extent the Project, or any part thereof, constitutes a public work under the California Labor Code and/or the Public Contract Code, Grantee will abide by the prevailing wage laws and the contracting requirements of the respective codes. Grantee's indemnification and insurance obligations in favor of County under this Agreement specifically extend to these obligations.
- Q. 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 hereto have executed this Agreement on the date and year first herein above written.

(SEAL)

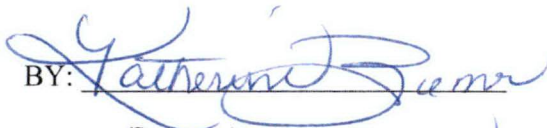
COUNTY OF HUMBOLDT

ATTEST:
CLERK OF THE BOARD


DEPUTY

BY: Wynne Barr
CHAIR, BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

GRANTEE, HUMBOLDT COUNTY FAIR
ASSOCIATION

BY: 
(Signature)
TITLE: Administrator
(Print Title)

BY: _____
(Signature)
TITLE: _____
(Print Title)

APPROVED FOR INSURANCE
REQUIREMENTS

BY: 
Kacy Green
Risk Management

- Exhibit A – Project Description, Activities, Objectives, and Timeline
- Exhibit B – Project Budget
- Exhibit C – Final Report Form

EXHIBIT A
Project Description, Activities, Objectives, and Timeline

Project Description

The Project consists of providing ongoing operation of the Humboldt County Fair facility and presentation of the 2021 Humboldt County Fair.

Activities

Provide Contracted management and operational activities to the Fair Association including management of daily activities, provision of Fair office staffing, management of financial accounting including accounts payable, and accounts receivable, management of Fair Association hourly employees, recruitment of seasonal employees, coordination and recruitment of Humboldt County Fair key operational sectors management staff, management of physical preparation of the facility for presentation of the Fair event and ongoing consultation, direction and recommendations for operations of the Fair Facility on an ongoing basis to the Humboldt County Fair Board of Directors.

Provide an event venue to the community via use of the Fair Facility for recurrent and one-time events by allowing rental use of the facility elements for social and educational gatherings. Support the agricultural community with ongoing facility use for livestock boarding and exercising as well as competitive events.

Provide and Maintain an RV facility to provide visitors to the County with an attractive and affordable RV camping option.

Present the annual Humboldt County Fair in August of each year as a community activity focused on family activities.

When required, provide the facility for emergency use in the event of natural disasters

Objectives

- 1) Provide the community with an attractive, usable, event venue available at reasonable cost for recurrent and unique events.
- 2) Provide the community with a storage location for private property for the winter season.
- 3) Support the agricultural community with facilities and events for livestock and junior rodeo events.
- 4) Provide a support facility to accommodate RV visitors in visits to the North Coast area.

5) Present an affordable, attractive, annual County Fair.

Timeline

Date	Milestone
Jan-December 2020	Carry out fair operations
Jan- June 2021	Provide semiannual storage for private property during the winter season.
Jan- December-	Provide RV camping facility to the traveling public
Jan- December-	Provide a wide range of facility rental options to the public for organizational and private use.
March- August-	Organize annual Humboldt County Fair. Prepare facility, recruit vendors, carnival, attractions, coordinate the horse racing event, solicit community organization participation.

EXHIBIT B
Project Budget

A. Personnel Costs

	Title: Contracted Administration Staff Salary and Benefits Calculation: Per contractual agreement between HCFA and HCFB	\$40,720.00
	Duties Description: Provide all management and operational services for HCFA	
	Title: Facility Maintenance Staff -Maintenance and Gardner Salary and Benefits Calculation: Hourly employees currently \$18.00 and \$14.00	\$13,780.00
	Duties Description: Perform all maintenance responsibilities for facilities and grounds	
	Title: Seasonal and Event short term staffing Salary and Benefits Calculation: Short term contracted employees for execution of Annual Fair	\$38,454.50
	Duties Description: various fair specific jobs for racing, admissions, parking ,concessions	
	Title: Accounting Staff Salary and Benefits Calculation: Hourly @35.00/hour	\$8,984.00
	Duties Description: provides contracted payroll, and bookkeeping services for HCFA	

Total Personnel \$101,938.50

B. Operational Costs (Rent, Utilities, Phones, etc.)

	Title: Utilities Description: PG&E, Water, Sequoia Gas, Frontier Telephone, Ferndale Sewer	\$40,339.00
	Title: Liability Insurance Description: A liability insurance portfolio inc General Liability, E&O, Auto ins	\$24,116.50
	Title: Worker compensation Insurance Description: California workers' compensation insurance	\$5,638.00
	Title:	

Description:

Total Operational Costs \$70,093.50

C. Consumables/Supplies (Supplies and Consumables should be separate)

Title: General Maintenance supplies

Description: Supplies for maintenance of buildings and grounds

\$14,323.00

Total Consumable Costs \$14,323.00

D. Fixed Assets

Title: Grandstand retrofit for ADA compliance

Description: operating fund contribution to wheel chair lift at Grandstand

\$13,645.00

Total Fixed Asset Costs \$13,645.00

Total \$200,000.00

EXHIBIT C
Final Report Form

Final Report

The purpose of the Final Report is to keep County staff and Board up-to-date on grantee projects. A Final Report is due upon final request for funds, and no later than 30 days after the Agreement's termination date. Please complete the following form.

Date: _____ Project Title: _____
Organization: _____ Preparer: _____ Grant No.: _____
Address: _____ Title: _____ Grant Start Date: _____
_____ Phone: _____ Grant End Date: _____
Phone: _____ email: _____

Please respond to the following, using as much space as necessary:

1. Describe your successes on the project to date.

2. Are grant activities proceeding according to planned timeline and budget? If not, state and explain any request for change:
 - Delayed/over budgeted activities
 - Revised timeline/budget
 - Impact of delay/over budget on project

3. Discuss any problems or unforeseen circumstances in implementing the grant project. Address how these problems/circumstances will be overcome, if appropriate and if there is anything Headwaters Fund staff can do to assist you.

4. Is there anything else that the County staff and Board should know about regarding your project?

I, the undersigned, certify that the information reported in this document is complete and accurate to the best of my knowledge.

Name (print): _____

Title: _____

Signature: _____

Date: _____