

**GRANT AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT, HEADWATERS FUND
AND
HUMBOLDT AREA FOUNDATION**

Contract #20-CIF-40

This Agreement is made and entered into this 7 day of July, 2020 by and between the County of Humboldt, Headwaters Fund, a political subdivision of the State of California (hereinafter called "the County") and the Humboldt Area Foundation, a non-profit corporation located in Humboldt County, California (hereinafter called "the Grantee"), together referred to as "the Parties".

WHEREAS, the Grantee has applied for funding through the Headwaters Community Investment Fund award process; and

WHEREAS, the Grantee's proposed project supports the Headwaters Community Investment Fund's mission and funding priorities of facilitating economic development for Humboldt County; and

WHEREAS, on April 28, 2020 the Headwaters Fund Board ("HFB") recommended the Grantee's proposed project for Headwaters Community Investment Fund funding on the terms and conditions set forth herein; and

WHEREAS, on June 2, 2020, the Humboldt County Board of Supervisors ("Board") approved the Grantee's proposed project for Headwaters Community Investment Fund funding 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 the Humboldt Area Foundation Covid-19 Regional Response Fund(the "Project"). The specific tasks to be carried out are set forth in Exhibit A - Scope of Work (to include activities, objectives and deliverables) and Exhibit B (Grantee's grant proposal), both of which are attached hereto and incorporated in full herein.

II. AWARD AMOUNT AND DISBURSEMENT

A. County agrees to pay Grantee from the Headwaters Community Investment Fund a sum not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000) to cover Grantee's costs in carrying out this part of the Project. Costs for labor and materials shall be as set forth in the Project Budget attached hereto as Exhibit C and incorporated herein full by reference. Grantee shall bear the responsibility for any Project costs in excess of \$125,000.00.

B. Grantee shall receive an advanced payment of the full amount of the grant, \$125,000.00 to lessen administrative costs and to make funds immediately available in response to the Covid-19 economic impact on non-profit organizations in the County. Eligible expenses include Project costs (as outline in Exhibit A) beginning on the Agreement date listed above and ending at the termination date of this Agreement.

- C. No later than forty-five (45) days after expenditure of all grant funds, or completion of the Project, whichever is sooner, Grantee shall submit adequate written documentation summarizing all costs incurred in connection with performance of services under this Agreement.
- D. Any unspent funds shall be returned to the County with no negative consequences for future grant applications as long as all reasonable efforts were made to execute the Project within the Project Budget (Exhibit C) in a timely manner.
- E. Matching Funds
 - 1. Grantee has documented that required grant matching funds (outlined in Project Budget, Exhibit C) have been received for the Project.
 - 2. If Grantee determines that Project funding from other source(s) can no longer be used, County's funding may be reduced, suspended, or terminated. Grantee must contact Headwaters Fund Executive Director immediately under such conditions.
- F. If Grantee deviates by more than six months from the Project timeline dates outlined in Exhibit A, the Headwaters Fund Board shall have the discretion to modify, terminate, or disencumber unspent funds from the grant.

III. TERM. This Agreement shall commence on the date indicated above and shall terminate on July 31, 2021, unless extended by the written agreement of the parties or sooner terminated as provided for herein.

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:
 - 1. Headwaters Fund Executive Director may adjust changes in grant timelines, activities, and partners that are consistent with original Project goals, target populations, and geographical focus. Headwaters Fund Executive Director may approve budget changes under \$10,000.
 - 2. The Headwaters Fund Board must approve changes in Project goals, target population, and geographic focus. Budget changes of \$10,000 or more require Headwaters Fund Board approval.
- B. If additional time beyond the timeline provided by the Grantee (listed in Exhibit A) is required and exceptional circumstances warrant, a formal request must be submitted to the Headwaters Fund Executive Director. The request must be submitted at least forty-five (45) days prior to the expiration date of the grant. The request must explain the need for the extension and include an estimate of the unobligated funds remaining and a plan for their use. Unobligated funds remaining at the expiration of the grant is not sufficient justification for an extension. The plan must adhere to the previously approved objectives of the Project.

V. GRANT REPORTING AND AUDITING

- A. Reporting
 - 1. Grantee will submit Quarterly Reports to Headwaters Staff. Each of these reports covers three months of the calendar year and is due thirty days after the end of the quarter (April 30, July 31, October 31, January 31). Reporting will begin after the first full quarter after the start date of the contract (i.e. if the contract start date is February 1, the

first Quarterly Report is not due until July 31). Quarterly reports will utilize the format in Exhibit E 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;
 - v. Progress on meeting match requirements and fundraising activity report; and
 - vi. 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. A Final Report, describing the work accomplished during the entire period of the Agreement, shall be submitted to County no later than the thirtieth (30th) day of the month following the Agreement's termination date. The Final Report will follow the format of Quarterly Reports (Exhibit E) and also include a Grant Evaluation (*see* Section VI and Exhibit F). County may require Grantee to report on other Project activities, processes, and outcomes as needed in the Final Report.
 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 June 30, 2025. 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. GRANT EVALUATION

- A. At the completion of the Project, Grantee will complete a self-evaluation for the Project using the Project Evaluation Form (Exhibit F). The self-evaluation will be part of the Project's Final Report, and due no later than the thirtieth (30th) day of the month following the Agreement's termination date. County may require Grantee to present Project overview, results, and evaluation to the Headwaters Fund Board. County representatives may also conduct site visits to the Grantee and its Project for the purpose of grant evaluation. County may modify Project evaluation requirements as needed during the Project.
- B. Grantee shall submit quarterly reports and a Final Report to County as specified in Section V(A).
- C. In connection with the Headwaters Fund's mission to facilitate economic development for Humboldt County, Headwaters Fund Staff may conduct follow-up interviews with Grantee after the grant has been closed and/or the termination of this Agreement in order to evaluate the Project's long-term results, outcomes, and effectiveness in supporting the Headwaters Fund's purpose. Grantee agrees to be interviewed and shall cooperate and respond to any requests for information from Headwaters Fund Staff.

VII. FUNDER RECOGNITION AND MEDIA RELEASE

- A. Grantee shall identify The Headwaters Fund as a support organization on all published material relating to the subject matter of the award.
- B. Grantee shall provide information in a timely manner and otherwise cooperate with the County in completing Headwaters Fund reports on grants and other documents related to grants. This cooperation may include Grantee attendance at events publicizing Headwaters Fund grants.
- C. All press releases and informational material related to this Agreement shall receive approval from the County prior to being released to the media (television, radio, newspapers, Internet). In addition, Grantee shall inform the County of requests for interviews by media related to this Agreement prior to such interviews taking place. The County reserves the right to have a representative present at such interviews.
- D. Grantee must abide by the specific requirements in the Headwaters Fund Recognition Policy attached as Exhibit G.

VIII. 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
Risk Management
Attn: Risk Manager
825 5th Street, Room 131
Eureka, CA 95501
(707)268-3669
riskmanagement@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 XI. 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.

IX. 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.

X. TERMINATION FOR CAUSE

A. The County, in its sole discretion, may terminate this Agreement immediately upon notice if, in the opinion of the County, Grantee fails to perform the services 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.

XI. NOTICES

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

Headwaters Fund Director
Economic Development Division
County of Humboldt
520 E Street, Eureka, CA 95501
(707) 445-7745
headwaters@co.humboldt.ca.us

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

Patrick Cleary
Humboldt Area Foundation
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.

XII. MISCELLANEOUS

A. Grantee Status: Grantee certifies that it is a non-profit corporation or tax-exempt governmental unit located in Humboldt County, California.

B. 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.

C. 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.

- D. 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.
- E. Subcontracting: Grantee shall not subcontract any portion of the work required by the Agreement without prior written approval of the County.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. Compliance with Applicable Laws: Grantee shall comply with any and all applicable federal, state and local laws.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. Authority to Execute: Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first herein above written;

(SEAL)

COUNTY OF HUMBOLDT

ATTEST:
CLERK OF THE BOARD

BY: Estelle Dennell
CHAIR BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

APPROVED AS TO FORM:
COUNTY COUNSEL

CONTRACTOR

BY: Amanda Freeman

BY: [Signature]

TITLE: Director, Community Prosperity & Investments
(Corporate Officer)

APPROVED FOR INSURANCE REQUIREMENTS:

BY: [Signature]
RISK ANALYST

BY: _____

TITLE: _____
(Corporate Officer)

- Exhibit A – Project Description, Activities, Objectives, and Deliverables
- Exhibit B – Project Application
- Exhibit C – Funds Request Form
- Exhibit D – Quarterly Report Form
- Exhibit E – Project Evaluation Form – Final Report
- Exhibit F – Headwaters Fund Recognition Policy

EXHIBIT A

Project Description, Activities, Objectives, Deliverables and Timeline

Project Description

The Humboldt Area Foundation and the Wild Rivers Community Fund have committed to addressing the immediate and emerging needs of the region's most vulnerable residents of Humboldt, Trinity, Del Norte, and Curry Counties through the launch of the COVID-19 Regional Response Fund.

Activities

The COVID-19 Regional Response Fund will provide grants on a rolling basis to non-profits, charitable organizations, and public agencies in the Counties of Humboldt, Trinity, Del Norte, and Curry. Through working with their regional partners, the COVID-19 Regional Response Fund is identifying and providing funds to the region's most vulnerable communities and the organizations that support them. Currently, this includes organizations and service providers serving first responders and healthcare providers, seniors; low-income families and youth; low-access residents; individuals with underlying conditions; disabled; veterans, homeless, housing or food insecure; Native Americans, at-risk communities of color; and those with limited or no healthcare resources.

Objectives

Responding rapidly to the needs of the community in the uncertain times brought about by COVID-19 to provide crucial services to vulnerable members of the community.

Deliverables

The Humboldt Area Foundation has agreed to the usage of Headwaters Fund Community Investment Funding for the provision of rapid response grants to organizations within the County of Humboldt, with the following criteria for the grants:

1. Recipients must be Humboldt County Non-profits.
2. Purpose of the grant must be related to job retention or creation.
3. Headwaters Fund portion of the grants through the COVID19- Regional Response Fund will receive a minimum of 100% match.
4. \$10,000 maximum Headwaters Fund participation per organization
5. There needs to be no other funding option (no PPP, other funders, or funds have been exhausted).
6. The funds are used for direct costs/support to address urgent needs.

EXHIBIT B
Project Application

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APPLICATION FORM

COMMUNITY INVESTMENT FUND GRANT REQUEST
THE HEADWATERS FUND OF HUMBOLDT COUNTY

Use this form to begin applying for grant project financing. Send or drop off two (2) copies of this application package to: Headwaters Fund Coordinator, 520 B Street, Eureka, CA 95501. Please also email this completed application to kspain1@co.humboldt.ca.us.

It is strongly suggested that you contact the Coordinator in advance of submitting your application. Staff are available to guide you in the application process. As the Headwaters Fund is a public program, any funding application is available for review by the public.

Please type, word process (this form may be downloaded from our website) or print neatly.

A. Applicant Information

1. Date of application: May 19, 2020
2. Legal Name of Applicant: Humboldt Area Foundation
3. Type of Applicant (specify City, Special District, Non-Profit, Joint Powers Authority, Assessment District, Redevelopment Agency, Mello-Roos Community Facilities District, or other (specify)): Nonprofit
4. Mailing Address: 363 Indianola Road Bayside CA 95524
5. Contact Person:
Name: Patrick Cleary Title: Director, Community Prosperity & Investments
Address (if different): _____
Phone: 707 267-9902 Fax: 707.442.9702
e-Mail: patrickc@hafoundation.org

B. Project Summary

6. Name of Project: COVID-19 Nonprofit Employment Support
7. Location/Address of Project (attach site map if applicable): 363 Indianola Road, Bayside CA 95524
8. Brief Description of Project Seeking Headwaters Funding: The Nonprofit Assistance Program would provide matching funds to maintain employment in nonprofit agencies in Humboldt County, providing a double bottomline benefit of maintaining important community services while preserving jobs.
9. Project Start Date: July 1, 2020 10. Project End Date: June 30, 2021 (estimate)
11. Period grant will cover: Up to one year
12. Status of Project
A. Is the grant program mentioned above in place? YES

- B. How soon can you begin additional granting once you receive the funds? Immediately
C. Any other comments on project status? _____

C. Project Financing

13. Requested Loan Amount: NA 14. Requested Grant Amount: \$125,000
15. Estimated Loan Term: NA
16. Source of Loan Repayment: NA
Attach most current audited financial statement reflecting the loan repayment source
17. Specify any outstanding debt secured by this repayment source: NA
18. Loan Security (description and value): NA

19. Summary Project Budget: specify cost category (o.g. design, land, construction, equipment) and amount for each category NA
20. Total match amount: \$125,000 Cash match: \$125,000 In-kind match: _____
21. List all match/other funding sources for this project. For each source, list:
A. Amount committed or expected -- Match is from Humboldt Area Foundation's COVID-19 Fund
B. Whether the amount is received, committed, application pending, or not yet solicited -- HAF has already received \$3 million in contributions to its COVID-19 fund.
C. Receipt date of funds (actual or expected) - Received
D. Restrictions on funds (if any) -- Funds must be expended to support communities and organizations in Humboldt County impacted by the COVID-19 pandemic and the economic impact of the shelter in place program.
E. If appropriate, describe your plans for future fund raising. -- Fund raising is continuing

D. Project Narrative

For this section, attach pages as needed up to a maximum of five pages (single-sided, 12-point font; number responses and include them in numerical order).

22. Describe the existing facilities and the need/problem.
23. Describe the project (e.g. proposed changes/improvement).
24. What are the project's goals and benefits?
• Describe who will be the primary/major beneficiary of the project and why.
• Describe and quantify, if possible, the economic benefit to the primary/major beneficiary and Humboldt County (e.g. jobs created or retained, nonprofits retained). Explain how outcomes were calculated -- e.g. explain how you estimated the number of jobs created by the project (be specific and state assumptions). Distinguish between jobs/economic impact.

25. Will any entity, other than the Applicant or another governmental entity, derive any special benefits or rights from the Project? (For example, will an entity own, lease, manage, operate, acquire the output of, obtain a priority right or other special arrangement with respect to, or otherwise derive a direct economic benefit from the Project. Priority rights or special rates and charges anticipated for a particular user or group of users should also be explained.)

25. Provide a general timeline for the project, with major milestones noted.

26. Describe the public support and opposition to this project.

27. How will the project be sustained after the grant?

28. Explain what would happen to the project if Headwaters Funds were not granted.

B. Acknowledgement and Signature

I certify that I am an authorized representative of the Applicant, and that I have been authorized by the Applicant to execute this Preliminary Application for funding.

Signature: [Handwritten Signature] Date: 6/3/2020
Name (print): PATRICIA O'NEALY
Title (print): DIRECTOR, COMMUNITY PROSPERITY AND INVESTMENT

Under this proposal, Humboldt Area Foundation (HAF) will be making grants to nonprofit to ensure the operational viability of key nonprofit agencies. HAF is in a unique position to administer this program. As the local community foundation since 1972, HAF provides grant funding to local nonprofits as a core part of its operations. In addition, HAF operates the Northern California Association of Nonprofits (NorCAN), which serves as a clearinghouse of information for local programs.

The project is to support Humboldt County's nonprofit organizations, which comprise an important economic driver in our local economy. According to the Northern California Association of Nonprofits, the nonprofit sector accounts for 15% of the GDP of the entire state of California, with an even higher concentration in the northern coastal areas.

The COVID-19 Shelter-In-Place (SIP) has had an adverse impact on many nonprofit organizations. Many have historically relied on fund-raising galas and events for a large portion of their unrestricted funding, which is often what supports the key administrative positions of a nonprofit. With the shelter-in-place restrictions likely to continue for large gatherings, many nonprofits will be facing staff reductions without new sources of funding. At the same time, many nonprofits are facing increased demands from the constituencies they served as local unemployment has soared and classic support networks have been impacted.

While HAF has significant resources, the size and scope of the impact of the pandemic far outstrip the resources it has to meet the needs. Humboldt County has an estimated 900 nonprofit organizations, many of which provide essential services that assist vulnerable populations such as families with children, elderly, those in need of medical services, and communities of color. HAF staff have had over 400 conversations with organizations and groups in the region

The proposed Headwaters Fund grant will be used to make up to \$10,000 grants to nonprofit organizations in Humboldt County struggling from the impacts of the Shelter-In-Place. Each grant will be matched 1:1 by HAF's COVID-19 Fund or other HAF resources. This will allow the service organizations to maintain employment and continue to provide essential services. The main beneficiaries of these grants will be the county as a whole, in that employment will be stabilized and services will continue.

It is estimated that large events such as fund-raising dinners and auctions are not likely to be resumed for up to one year. Therefore, HAF is looking at this one year window as the time for this type of grantmaking to continue. With some hope that science will come up with treatments and a vaccine by then, the program should not need to be sustained beyond the one year timeframe.

EXHIBIT D
Quarterly Report Form

The Headwaters Grant Fund
Quarterly Report

The purpose of the Quarterly Report is to keep the Headwaters Fund staff and Board up-to-date on grantee projects. A Quarterly Report is due every 90 days: April 30, July 31, Oct 31, Jan 31. Please complete the following form.

Date: _____ Project Title: COVID-19 Regional Response Fund
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 Headwaters Fund 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: _____

EXHIBIT E
Project Evaluation Form- Final Report



HUMBOLDT COUNTY

Headwaters Fund

Grantee Self-Evaluation Final Report

The information requested on this form will allow the Headwaters Fund to better understand its funding and report to the public. Please return this form within 30 days of your project completion. Headwaters Fund staff may contact you with further questions about your project.

Today's Date: Project Start Date: Project End Date:

Organization Name: Humboldt Area Foundation
Project Title: COVID-19 Regional Response Fund

Please answer the following questions, using as much space as necessary on separate pages:

1. What was your plan for improving the local economy?
2. Were you successful in filling the need or solving the problem that you set out to solve?
3. How many jobs did you create?
4. What were the challenges you encountered and how did you overcome them?
5. Which industries and businesses did you work with? Please provide any testimonials or quotes from those businesses related to the impact of your project on them.
6. Based on your identified strategy to promote economic development, what were your measurable objectives and did you achieve those?
7. If your project leveraged outside funds, how much additional funding was brought into the area?
8. Did your project develop knowledge or a product that can be sold outside the area? If so, describe that knowledge or product and its potential market.
9. What are the lasting benefits of the project (provide quantitative and qualitative benefits)?
10. How will you continue the work started by this project?
11. What, if any, are your comments about working with the Headwaters Fund and its staff?
12. Do you have any other comments?
13. Please attach any press releases, stories, or other materials that have been published regarding the project funded by the Headwaters Fund grant, or let us know how you have recognized the Fund for the support.

I, the undersigned, certify that the information reported in this document is complete and accurate to the best of my knowledge. I understand that as a community fund, it is important that the Headwaters Fund is able to report concrete results. Because of this, staff may be contacting me in

future years to follow up on project outcomes over time. Please include this signed cover page with your report.

Name (print): _____

Title: _____

Signature: _____

EXHIBIT F
Headwaters Fund Recognition Policy

Purpose

The Headwaters Fund is a public fund of the County of Humboldt. Because of this, it is especially important that our community be made aware of the projects and events we are sponsoring. We request that you honor this need and recognize the Headwaters Fund appropriately on materials and in public announcements which are connected with projects funded by the Headwaters Fund.

Policy

The Headwaters Fund requires that grantees include the fund name and/or logo whenever publicizing events or projects which have been supported by Headwaters grant funds. This is to acknowledge funding and to promote the purpose of the Headwaters Fund.

Implementation

Logo Use

The Headwaters Fund logo should be included on all posters, flyers, invitations, websites and announcements for events sponsored by the Headwaters Fund. Headwaters Fund logo size should be equal to that of other sponsors who have contributed a similar amount of funding. If there is a sponsor section on your website or any associated social media sites, the Headwaters Fund logo should be posted. If possible, the logo should also be a link to the Headwaters Fund website. Contact staff with any questions about appropriate placement or use of the Headwaters Fund logo. Include copies of any materials on which you placed the logo with your Quarterly Grant report.

Press Releases

Press releases related to projects or events sponsored by the Headwaters Fund should mention the Headwaters Fund as a sponsor and should be reviewed and approved by Headwaters Fund staff in advance of being sent.

Public Events

For openings, ribbon cuttings, open houses, or other ceremonial events related to projects funded by the Headwaters Fund, formal mention of the Headwaters Fund's contribution should be included as part of the program. If appropriate, a Headwaters Fund Board member or member of the Board of Supervisors could be asked to comment. Staff can help make these arrangements.

Research

When research or other work generated under the sponsorship of the Headwaters Fund is published or released the contribution should be recognized. (For example: Support provided by the Headwaters Fund.) It is not necessary to include the Headwaters Fund logo unless other sponsor's logos are being included.

Contact

Please contact the fund at headwaters@co.humboldt.ca.us or 707-445-7745 with any questions or for assistance in implementing this policy.