

**GRANT AGREEMENT  
BETWEEN THE COUNTY OF HUMBOLDT, HEADWATERS FUND  
AND  
HUMBOLDT COUNTY FAIR ASSOCIATION**

Contract #19-GF-04

This Agreement is made and entered into this 18<sup>th</sup> day of June, 2019 by and between the County of Humboldt, Headwaters Fund, a political subdivision of the State of California (hereinafter called "the County") and the Humboldt County Fair Association, a nonprofit 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 Grant Fund competitive awards process; and

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

WHEREAS, on 5/14/19 the Headwaters Fund Board ("HFB") recommended the Grantee's proposed project for Headwaters Grant Fund funding on the terms and conditions set forth herein; and

WHEREAS, on 6/18/19, the Humboldt County Board of Supervisors ("Board") approved the Grantee's proposed project for Headwaters Grant 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 ADA compliance construction and modernization of facilities (the "Project"). The specific tasks to be carried out are set forth in Exhibit A-Scope of Work 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 Fund a sum not to exceed Forty-Four Thousand Nine Hundred and Forty-Four Dollars (\$44,944) 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 \$44,944.

B. Grantee shall submit an itemized invoice, no less frequently than quarterly and no more frequently than monthly, to the County itemizing all work completed and costs incurred as of the invoice date. Eligible expenses include Project costs beginning on the Agreement date listed above and ending at the termination date of this Agreement. The invoice will utilize Funds Request Form (Exhibit D) and reference relevant sections and categories of Project Budget (Exhibit C). Payment for work performed will be made within thirty (30)

days after receipt of the invoice. Although payment will customarily be made in arrears, Grantee may request prospective payment. Prospective payments must be approved in writing by the Humboldt County Auditor (or his designee) and shall be supported by written justification.

- 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. 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.
- E. 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.
- F. 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.
- G. 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. 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.

### IV. 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 December 31, 2019. 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.

#### V. 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.

#### VI. 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.



VII. 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. Professional Liability Insurance/Errors and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.
  5. Insurance Notices:

County of Humboldt  
Economic Development Division  
Attn: Headwaters  
520 E Street,  
Eureka, CA 95501  
(707)445-7745  
[ddamiano@co.humboldt.ca.us](mailto:ddamiano@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.

VIII. 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.

IX. 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.

X. 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](mailto:headwaters@co.humboldt.ca.us)

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

Thomas Nicholson Stratton  
Humboldt County Fair Association  
1250 5th Street  
Ferndale, CA 95536  
(707)786-9511  
[humcofairaccounts@frontiernet.net](mailto:humcofairaccounts@frontiernet.net)

- 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.

XI. 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 hereto have executed this Agreement on the date and year first herein above written.

(SEAL)


COUNTY OF HUMBOLDT

ATTEST:  
CLERK OF THE BOARD

DEPUTY

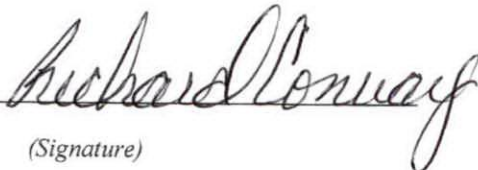


BY:

  
CHAIR, BOARD OF SUPERVISORS  
COUNTY OF HUMBOLDT  
STATE OF CALIFORNIA

GRANTEE

BY:

  
(Signature)


TITLE:

  
(Print Title)

BY:


  
(Signature)

TITLE:

  
(Print Title)

APPROVED FOR INSURANCE  
REQUIREMENTS

BY:

  
Kacy Green  
Risk Management

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

**EXHIBIT A**

**Project Description, Activities, Objectives, Deliverables and Timeline**

**Project Description:**

The Humboldt County Fair Association is determined to improve the inclusiveness of the facilities in Ferndale as well as modernizing various features of the fairgrounds which will improve vendor support, administration, and emergency response.

**Activities:**

Installation of a wheelchair lift and various ADA signage and hardware upgrades.  
Installation of a facility wide PA system including 17 indoor speakers and 5 visual display systems.

**Objectives:**

Updating the facilities and improving inclusivity will allow for an increase to ticket sales, and by extension, vendor sales increases to the 110 vendors who operate at the Humboldt Fair.

**Deliverables:**

Improvement of accessibility of facilities in compliance with ADA requirements which will improve inclusivity of events. Improvement and modernization of technical features which will enable the Fair to operate more efficiently as well as communicate clearly and quickly in the event of an emergency.

**Timeline**

<b>Date</b>	<b>Milestone</b>
2/1/19	Agreement with Ticketspice and Webact Signed
2/11/19	Ticketspice platform developed for fair/Webact Website migrated
4/30/19	Tools and Materials for Low-level ADA Projects Purchased
5/7/19	Wheelchair Lift for Belotti Hall Stage purchased
5/15/19	Visiplex PA System and digital displays purchased
6/15/19	Visiplex PA System and digital displays installation complete
6/27/19	Wheelchair lift for Belotti Hall Stage install complete
8/2/19	ADA Mid-Level Projects Complete



**EXHIBIT B**  
**Project Application**

**The Headwaters Fund**  
**2018-2019 Grant Fund Application Coversheet**

Date of application: 03/02/2019

Organization Name: Humboldt County Fair Association

Director/CEO: Richard T. Conway

Contact Person Name and Title: Thomas Nicholson Stratton, Business Administrator

Contact Phone: (707) 786-9511 Contact Email: humcofairaccounts@frontiernet.net

Contact Address: 1250 5<sup>th</sup> Street, Ferndale, CA 95536

Total current year organizational budget: \$1,615,493 # of FTE employees: 4.5

Summarize the organization's mission (in the space provided):

The Humboldt County Fair and Event Center serves its community by preserving traditions of the people and promoting agriculture while providing everyone a place to learn, have fun, gather together in celebration, be entertained, enjoy economic vitality and be safe from potential natural disaster or crisis.

Project title: Renewal Project

Please provide a less than 250 word summary of your project which answers the following questions: How will your project lead to improving the local economy and increasing the quality of life for local residents? What exactly are you going to do and for whom? Why is it necessary? What will be accomplished? How will you accomplish this?

The Renewal Project for the Humboldt County Fair and Event Center is one part of our board's strategic plan to create an Inclusive and Modern environment for the residence of Humboldt County. These two directives help guide the goals of this project.

**Inclusive:** As the non-profit in long term lease of the Humboldt County Fairgrounds facilities we have been charged with the responsibility of facilities updates to meet the legal requirements of the American Disabilities Act. With a September 1st, 2019 deadline to avoid costly penalties from California Attorney General, we are now in the final phase of the four year project. With the support of the right tools and materials for the job many small projects will be complete by our maintenance staff. These tools will provide better efficiency of time and capacity for all maintenance needs. When completed, members of our diverse community will have equal access to the entire facility.

**Modern:** This year marks the 123rd year of the County Fair! Our facilities are continually being updated; but, lacking critical technology updates to operate in the modern world. A grounds-wide phone, Wi-Fi and PA system will be installed before the August fair, these updates will provide the ability to engage with internet services for security cameras, vendor card transactions, and emergency communications as a local evacuation location.

The Humboldt County Fair brings in over \$7.5 million to the economy every year. With support for the Renewal Project we can increase sales during fair time and through-out the year.

Amount requested: \$54,123.00 Total project cost: \$108,246.00

Grant timeline: Period covered: 02/01/2019 to 8/02/2019

Total match amount: \$54,123.00 Match amount as % of project budget 50%  
(Required 50% match for implementation, 25% for planning or technical assistance)

Cash match: \$54,123.00 In-kind match: Cash match as % of budget 50%  
(Required: 25% for implementation, 12% for planning or technical assistance)

Number of new FTE jobs created, if funded: 1

Number of FTE jobs retained, if funded (jobs that would otherwise be eliminated): 1

Type of project:  Planning  Implementation  Technical Assistance

Geographic focus of project: Humboldt County Fairgrounds, Ferndale, CA 95536

Number of permanent, long term, private sector jobs to be created: 0

**Which Industry is your project working with (check off all that apply):**

- Diversified Health Care
- Specialty Food, Flowers and Beverages
- Building and Systems Construction
- Investment Support Services
- Management and Innovation Services
- Niche Manufacturing
- Tourism
- Forest Products
- Arts and Culture
- Alternative Agriculture

**Strategy being employed to promote economic development (check off all that apply):**

- Supporting development of pre-permitted commercial space
- Reducing regulatory bottlenecks for business retention or creation
- Supporting economic development infrastructure
- Developing new strategies for economic development
- Providing access to external markets or plugs the economic leaks
- Retaining and growing existing businesses
- Providing workforce training
- Increasing the number of new businesses
- Leveraging future funding or projects
- Reducing poverty by helping people to develop business skills
- Other (describe): Sales Tracking

Are any of the following components required, and if so are they in place already? (check off in left column if required, then check of "yes" or "no" for if they are in place already)

Building permits  Yes  No

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Market research | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| <input type="checkbox"/> Legal review               | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <input type="checkbox"/> Regulatory approval        | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <input type="checkbox"/> Consultants hired          | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| <input checked="" type="checkbox"/> Staff hired     | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |

• **Question 1 Need for project; improvement of economy; problem current and future vision; businesses we are working with; risks and challenges.**

This year the Humboldt County Fair enters its 123<sup>rd</sup> year as an annual community event in Humboldt County. We recognize the need to update our facilities to develop a more sustainable source of income with the current resources available to us. In the two areas of focus, Inclusivity and Modernization, we have developed the Renewal Project. This project will provide us with the necessary equipment to launch our facilities as a premiere rental and entertainment location for our region. During the fair alone over \$7.5 million is generated in our economy through tourism, restaurant visits, local shop sales, hotel stays, and support business of those industries. ([CDFA 2015](#))

We are expanding our entertainment offerings to the public by hosting events like the Humboldt Ice Rink and increasing the use of our facilities more often. These revenue generators are necessary to become more sustainable. This year we will kick start this effort the following ways: **1.** Use demographics to target local and adjacent communities across our greater North Coast region through digital social advertising to increase attendance to our Annual Fair and the Humboldt Ice Rink, resulting in increased sales for HCFA and the region's economy. **2.** Showcase our facilities as a modern, accessible location for large gatherings, private meetings, and events.

Since we brought the Humboldt Ice Rink to Belotti Hall last winter there has been an increase of requests for renting our facilities; however, we are not always able to meet communities' needs. With a more modern and updated facility we will be able to advertise these selling points and increased usage of the fair facilities during the week in the off season. We aim to alleviate the problem of our current staff becoming over extended. We wish to maintain a crew of 2.5 FTE for maintenance increasing from the current 1.5 FTE we have budgeted. After a trial run with an intern for project management, support, and outreach, it has become obvious that the solidification of a year round additional 1 FTE position is needed. This position will consolidate the efforts of traditional/social media outreach and project management that are currently being performed by the general manager, business administrator, and office manager.

The Humboldt County Fair Association Board developed an updated strategic plan in February 2018. Staff have since worked with several of our fair vendors, community organizations, local businesses, board, staff and community members to identify how we can improve our facilities to meet their collective goals and needs. Businesses that have provided us the most support in developing the Renewal Project objectives include SZS Consulting, Ferndale Tech, Frontier, Home Depot, Visiplex, Ticketspice, Webact and US Bank. SZS Consulting provided the review of the grounds of the needed

updates for ADA compliance including a wheelchair lift for Belotti Hall stage, alterations to assist these efforts and proper signage. Ferndale Tech has provided guidance of desired outcomes for the infrastructure foundations and equipment needed for the Wi-Fi integration of the project. Frontier has provided estimates for the desired outcomes recognized with Ferndale Tech and identified the PRI phone system that will meet our needs for landline telephone communications. Home Depot has provided us options for tools to complete upcoming projects and shipment discounts for equipment not in stock. Visiplex has outlined a plan and detailed a quote for our Public Announcement speaker system. Ticketspice has worked with us to identify the options for online pre-sale and box office ticket sales with the support of grounds-wide Wi-Fi system and is currently supporting our pre-sale tickets online. Webact has provided us with support of a new website platform that integrates our ticketing platform and allows App downloads to provide communication to our on grounds patrons through push notifications. US Bank has provided support for network requirements, online/box office gateways for our current plan and future operations. In addition have already setup additional merchant accounts.

The risk for success that is associated with the Renewal project is failing to improve the grounds. The technologies that we are implementing have been around for over 15 years, along with the expectations of our public and corporate clients that have begun to seek other opportunities to do business. If we do nothing, we will gain nothing and lose even more considering minimum wage increases.

We have identified two challenges that have to do with the timing for this year's fair. 1. To operate our ticket system we need strong reliable internet. If we are unable to develop a strong Wi-Fi network, ticket purchases will be slower and scanning of pre-purchased tickets will be slower on the cellular network limits in our area. The main reason for implementing ticket sales digitally is to cut down on lines and reduce the amount of time spent dispensing tickets, leading to traffic back up onto Main Street. If we are unable to get the Wi-Fi system implemented we will have to rely on overloaded cell service network and potentially return to paper box office ticket sales. 2. As the fair is scheduled right before our ADA deadline and our maintenance crew is already starting to get busy with prepping the grounds for fair we may not reach our deadline for the ADA projects. We are slowly completing some of the projects we are able to perform with the current tools that have been borrowed, purchased used, donated or rented as available for ADA updates. If we do not gain access to a funding source to purchase equipment or materials to finish the ADA updates efficiently, before the September 1<sup>st</sup>, 2019 deadline to avoid penalties from the State of California Attorney General's office, we may be forced to reduce the current maintenance staff to our budgeted amount of 1.5 FTE to pay for the tools/materials or hire costly outside labor to perform the work quickly. This will continue to put an even larger demand on the already over extended maintenance staff.

- **Question 2, 3, & 4 Measurable objectives, descriptions and progress.**
- **Supporting development of pre-permitted commercial space:** We will be supporting one local business with internet and telephone communication services in



our restaurant space in Friendship Square as a year round vendor. Ferndale's niche market specialty food restaurant Lost Coast Café was displaced last Fall and we have been upgrading the kitchen with funds from the 2018 Fair ticket raffle fundraiser to move them in. Once complete Lost Coast Café will need telecommunications and internet access to operate effectively. Frontier will be contracted to update the fiber optics line to our facilities, install the telephone system and Wi-Fi before June 31<sup>st</sup>. If we are unable to implement these two technological necessities Lost Coast Café will not be able to perform telephone orders or implement their online ordering system as planned.

- **Supporting economic development infrastructure:** A reliable Wi-Fi network is a necessary upgrade to support all of our vendors during the annual fair, the Humboldt Ice Rink and during any of the trade shows held on grounds. Having a high speed reliable internet connection is critical for our vendors to sell their merchandise quickly to keep their customers happy and moving throughout the fairgrounds. During the fair, we have over 110 vendors that sell food, merchandise, and services. Over half of these businesses are locally owned and operated. Other examples of hosted events with vendors include the Kennel Club Dog Show, The North Coast Stand Down, and the Fig Twig Market with over 70 vendors! For these large events ADA access updates and public announcement system will allow for clients to have an enjoyable experience as they hear updated announcements about show times, Junior Livestock Auction updates or music. Our objective will be met if all of our vendors are able to access reliable Wi-Fi anywhere on the grounds; the low-level ADA updates listed from our SZS Consulting review are complete with the new tools; and our volunteer electrician has completed the installation of the PA system.
- **Retaining and growing existing businesses:** Our vendors, sponsors, partners, public, and private clientele all have a desire to do more for their businesses by connecting with their customer on modern platforms through Social Media. Our outcome in this objective is to provide support and influence to all of these organizations through social media. The Humboldt County Fair Facebook has 9,560 likes and 9,672 followers and our engagement rate reaches from 3% to a high 6% when using techniques like giveaways or engagement questions. We want to use and implement these techniques with our clientele to boost their engagement, following, likes, and ultimately purchases with our influence. Examples include Vendor Highlights/coupons/giveaways, Sponsor/Partner Highlights and appreciation engagement posts, event Co-Hosting, Ticketspice Online ticketing through affiliate program or event management, Social Media strategy and consultations. Being able to track this objective is challenging as most of the work provides support for the branding or non-tangible side of marketing of their businesses. We will be able to help these businesses track their increases by educating them in conversion rates to track sales/coupons that start online then ending in a purchase online or in-person. We now collect information and images from our vendors so we can properly promote and schedule promotions for the event and their businesses.
- **Other Sales Tracking:** The number one way we will be able to quantify our success of this project is through our new ticketing program. Ticketspice has proven to show an increase of sales with its clients that perform online ticket sales for the first time of

up to 35%. For an average result on an event our size in a rural environment, Ticketspice has predicted 8%-15% increase in sales for the fair. An increase in sales of 10% would mean an additional \$35,000 in admission sales. We also anticipate the food, beverage and wagering sales that we receive percentages of, increasing due to the increased traffic on grounds. With this ticketing system, we will be able to track with extreme accuracy, pre-sale and box office tickets through the use of customer information collected at the time of purchase. Well over 45,000 unique individuals attend the fair every year and we have never had the opportunity to connect with them directly through their contact information. We will be able to track conversion rates through advertising to more targeted demographics so we know where we should be spending out advertising budget more effectively. With the Ticketspice partnership, we have access to the Toneden marketing program that allows us to input data such as digital/traditional promotions, on grounds announcements and digital screen information. With this information we will be able to target communications to our audience actively in addition to the passive communication traditional advertising through TV, Radio, and Newsprint. Currently we track vendor's sales through an auditor during the fair. To be able to track the influence of our efforts this year with vendor sales, we will have year over year data for each of the returning vendors.

- **Question 5 Jobs**

As written before, we currently have a year round maintenance crew at 2.5 FTE but a budget of 1.5 FTE. To afford the costs of keeping the much needed additional 1 FTE for maintenance, we need to either secure a larger amount of funds for the ADA improvements or secure a smaller amount of funds for tools and basic supplies to complete the basic updates on our own. The current wage of our head maintenance staff is \$15 an hour. Our additional 1 FTE wage is \$13.00 an hour. Our .5 FTE gardener wage is \$13.00 an hour. We will also be able to support the much needed solidification of an additional 1 FTE position for a year round project management/support/outreach staff at \$13 an hour. This position will consolidate the efforts of traditional/social media outreach and project management that are being performed by multiple staff members.

- **Question 7 Contribution to the quality of life Humboldt County Residents**

**Builds Leadership:** We see on average 15 youth return to the Humboldt County Fair over the summer for temporary employment and volunteer work so they can continue the development of their leadership skills that started with programs like FFA and 4-H. Most of them are involved in the livestock area that will benefit from all project goals with the Renewal Project. We are proud of our youth and want to provide them with updated technological solution in solving real world problems so they can continue to gain knowledge, experience and confidence. In the past these youth have started our social media campaigns, kicked off new events like the BBQ contest, and attracted the next generation of fairgoers. The upgrades will provide a better meeting space for organizations like Rotary, 4-H, FFA and Kiwanis that use our space regularly.

**Revitalizes Communities/Infrastructure:** The Humboldt County Fair has been around

for 123 years and only two buildings that have been built on the ground have been removed or replaced. We are proud of that we have been able to utilize and revitalize the infrastructure several times; but, now we are able to support the improvements with the technological updates and equal access for all! As a county fairgrounds we aim to represent the entire community through our events, partnerships, and education.

**Utilizes existing buildings:** The Renewal Project focuses on enhancing existing buildings on the grounds. An updated kitchen space in Friendship Square for a local cafe with updated speakers, internet connectivity, telecommunications and digital displays throughout all of our buildings, will provide attractive rental opportunities.

**Preserves Heritage** A reality that many of our board members and the citizens of Humboldt County have shared with us is the truth of other fairs throughout America and California struggling or even closing their doors due to financial hardship. Similar to these fairs, we risk losing this heritage if we do not innovate. The culture of the agricultural tradition of fairs goes back to a time when farmers, craftsman, and community members participated in fair to show off their best works and talents among their peers. We continue to have the public participate in showcasing their talents; but, for most the fair goes their one opportunity a year to see agriculture at work. We all hear it, "It's a little slow behind the Redwood Curtain." While this may have been true in the past due to physical restrictions, we can now modernize while preserving our Agricultural Heritage.

**Contributes to Humboldt County being a desirable place to live:** As the guardians of the county fair facilities, the Humboldt County Fair Association believes that we see over 45,000 unique individuals coming to the fair every year because they desire to participate in the annual tradition. The Renewal Project brings a facelift to these facilities in a way that enhances the experience and contributes to pride in place for Humboldt residents. We know that it is challenging to please everyone, but feel through the community engagement in crafting this project, will meet the needs of many, and reduces the challenges of those that need it most.

**Question 8 Capacity of organization, staff and project partners to implement project:** Our 18 member board brings many resources, connections and volunteer hours to our organization. Over the years our limited staff has accomplished amazing feats with our many partners. Most recently hosting an extremely successful Humboldt Ice Rink with only three months planning. If supported we have the work ethic, resources, and knowledge to complete this project.

**Question 10 Acknowledgement of Headwaters Fund:** The Humboldt County Fair Association has several levels of recognizing our partners. The amount of funding being requested would bring the Headwater Fund to our top tier for three years. This recognition includes acknowledgement through our website, social media highlights, TV, Radio and newsprint. We will now also be able to highlight the Headwaters fund over our PA system throughout the fair and on our digital information screens.

Humboldt County Fair Board Members - 2019

BOARD MEMBER		AFFILIATION
Mel Berti		Butcher
Clare Bugenig		Rancher
Lawrence Dwight		Rancher
Sandy Hanks		Dairy Rancher
Darren Hansen		Dairy Rancher
Travis Low		Business man
Jack Macdonald		Business man
Mandy Marquez		Commercial Banker
Duane Martin		Accountant
Dave Mogni		Restaurant Owner
Cindy Olsen Bugenig		Real estate appraiser
Bob Prior		Attorney
Tim Renner		Logger/Rancher
Johanna Rodoni		Rancher
Fred Van Vleck		School Superintendent
Wayne Wilson		Retired Businessman
Andy Titus		Dairy Rancher
Mindy Sehon		Insurance Agent





March 27, 2019

Dear Headwaters Board,

I wrote this letter of support on behalf of the Humboldt County Fair Association.

My name is Mandy Marquez and I am the Market President for US Bank here on the North Coast. I am also the current board President for the Fair Association.

Let me start off by saying US Bank has a strong partnership with the Association dating back over 15+ years. The bank has been a long-time sponsor the fair, they provide paid volunteer hours to over 8 employees that use them to work during the Junior Livestock Auction. US Bank is also the Associations primary banking partner.

The renewal project underway and the basis for the subject grant request is a critical piece to our strategic plan. It is the foundational project that will ensure success in many areas throughout our fairgrounds and bring much needed relevance by modernizing our connectivity for both exhibitors and attendees with the goal of being Humboldt County's premier Fair and Event center for generations to come. The improvements from this project will directly enhance economic impact to both the community and through cost savings for the association. Maintaining connectivity to internet services grounds wide allows the staff to maximize efficiencies but also work as a marketing model for attendees and vendors to promote the facility while in attendance. Allowing social media to promote us without the dollars spent on concentrated campaigns. Providing emergency communications to each building with a phone intercom that works without power with allow us to serve the community during an emergency, natural disaster or flood. Having a full grounds wide PA system with zone capabilities for individual building announcements highlighting events such as cooking demonstrations, horse races, Junior Livestock Auction, sponsor recognition etc. will boost engagement and more opportunity for returning to the fair by ensuring the average fair goer will get the full fair experience and not miss vital times for specific events. Lastly, our ADA upgrades to ensure adequate access to all the grounds facilities for our clients of all abilities. While this is a laundry list of improvements using the requested funds, you will see the money will be put to amazing use in a variety of ways that starts the modernization and efficiency of our aging facility.

Finally, what is in it for US! We will be able to install system processing upgrades that will enhance the fairs ability to make their cash handling grounds wide, safer and more convenient by reducing the amount of cash circulating and hands touching it throughout the day. This upgrade will also allow food vendors to get their daily profits settled faster with detailed reporting to account for each transaction. Each of these efforts adds time and resources that are in high demand during the fair season and off season.

Thank you for your consideration for this request and if you have any questions at all please let me know. My number is (707) 496-3577.

Sincerely,

Mandy Marquez  
VP/Market President  
US Bank  
2910 F Street  
Eureka, CA 95501

TELEPHONE  
(707) 786-5900

FAX  
(707) 786-4865

# Ferndale High School

1231 MAIN STREET  
FERNDALE, CALIFORNIA 95536



We, the Ferndale FFA Chapter support the efforts of the Humboldt County Fair updating their communications technology and ADA accessibility. Ferndale FFA has been in existence since 1939 and in partnership with the Humboldt County Fair since. We have successfully provided youth with the opportunity to sell their animals at the Junior Livestock Auction for over 100 years.

The Junior Livestock Auction means more than the youth selling their animal at an auction. This experience provides the opportunity for youth to learn responsibility, develop self-confidence, test their marketing skills, discover independence, and much more. Without the Humboldt County Fair many of our youth would not have this local opportunity. The week of the livestock show and auction requires communication between the fair office, buyers, bankers, ag teachers, volunteers and the youth. We are excited that the Humboldt County Fair is updating their facilities for these reasons:

1. On ground telephone communications in the past have been challenging due to aging infrastructure. Time sensitive communications, files to print or show information to be updated regularly needs to be sent from the livestock office on one end of the fairgrounds, to the main office on the opposite end of the grounds. When the landline telephones are busy, internet connectivity is too slow and cell phone service is bogged down by the increased fair attendance, communications must be walked through the busy midway or fairgoers back and forth. Updating the physical phone system along with the Wi-Fi network will allow for more efficient communications across the grounds.
2. The vast livestock area has three show rings that operate in different areas. This can make it challenging to communicate updated showtimes and staging for upcoming classes. When changes are made or classes progress more quickly than anticipated, youth showing multiple species have been known to miss classes. A zoned PA system will allow for our show superintendents to coordinate and announce these updates to specific barns, show rings or the entire fairgrounds if needed, reducing stress and improving communication. This will also allow our auction to run more smoothly, as this allows more people to walk through the barns on auction day and look at the animals while being aware of when the auction numbers are being called and animals are entering the auction block.

3. Many of our young people have parents and grandparents that are differently abled. The ability for our youth's families to have better access to the show arenas and the facilities is welcomed.

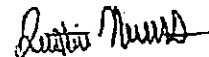
Ferndale FFA along with Ferndale High School is proud of our partnership with the Humboldt County Fair. Our partnership includes the Junior Livestock Auction, use of grounds for sporting events, buildings for trainings/meetings, and connection with the local Ferndale 4-H Club to grow flowers in the FFA Greenhouse to beautify the fairgrounds. We embrace the efforts of the Humboldt County Fair Association to improve the facilities for our young people and are grateful for this opportunity to seek support from the Headwaters Foundation. We sincerely hope you will consider this application for necessary funding. Thank you for your consideration.

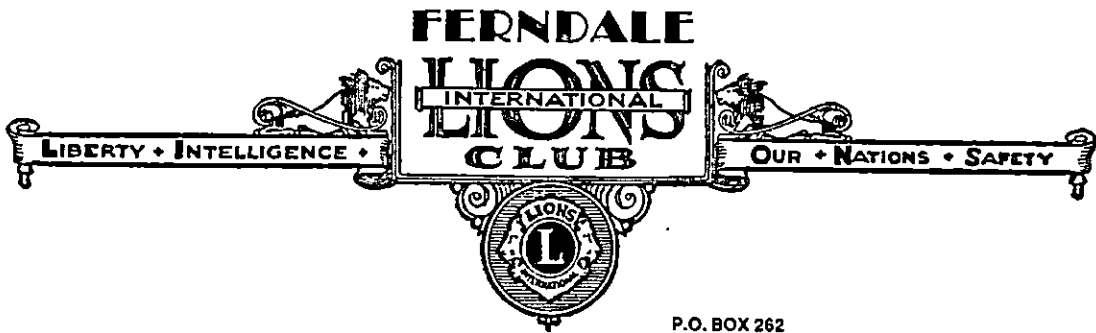
Sincerely,

The Ferndale High School Agriculture Department

  
Theresa Noga

  
Alexa Alexandre

  
Justin Nunes



P.O. BOX 262  
FERNDALE, CALIFORNIA 95536

March 25, 2019


Headwaters Grant Selection Committee:

The Ferndale Lions Club has served food from our concessions trailer for over 60 years at the Humboldt County Fair. The funds that we generate from this income goes to support community projects, such as the Leo Club (High School Community Club.) It is not only during the fair that we operate on the grounds. There are several events, including county-wide employee training, that we are vending. Over the years we have seen a large portion of our income change from cash based sales to card. During fair we are located in the same spot, near the livestock buildings. It has been challenging for us to get a strong Wi-Fi signal at this end of the fairgrounds and often times we end up attempting to use the hotspot from our phones with poor cell service when the unreliable internet connection fails. With the new Point of Sales (POS) systems that most fairs are requiring, reliable WiFi is also needed to send reports to the auditor.

We fully support the Humboldt County Fair Associations Renewal Project that will not only bring stronger Wi-Fi for its vendors to perform reliable transactions but improve the communications channels when cell phone reception is poor. We are aware that other pieces of the project will increase ADA accessibility to the fairgrounds. Many of the fair patrons and our volunteer staff are elderly that come to enjoy the entertainment. We welcome any assistance in making the Humboldt County Fair more accessible for all to enjoy.

Thank you for your consideration of the Humboldt County Fair Associations Renewal Project. There are great things happening and it has been a pleasure to work with the organization in improving the facilities!

We Serve.

  
David Griffiths  
Ferndale Lions Club President  
(707) 496-3718  
ferndalelions@hotmail.com

**Most Westerly Lions Club in Continental United States**



**EXHIBIT C**  
**Project Budget**

Humboldt County Fair Association Renewal Project Phase 1 Headwaters Fund Project Budget and Timeline

Project Expense Item	Total Cost	Requested Amount From HW Fund	Amount From Matching Funds	Source of Matching Funds
Equipment: Cordless/Portable: Drill x2, Empact Driver, Saw Zall, Batteries x5, Vacuum etc.	\$2,436	\$1,218	\$1,218	FKS Investments Sponsorship-Received
Equipment: Stationary: Sliding Miter Saw, Table Saw, Air Compressor, Planer, Shop sawdust vacuum	\$2,525	\$1,262.5	\$1,262.5	FKS Investments Sponsorship-Received
Equipment: Bits, attachments, accessories	\$2,403	\$1,201.5	\$1,201.5	Rental RevenueReceived
Equipment: Grounds wide PA 28 outdoor, 17 indoor speakers, 5 Visual Display System	\$36,933	\$18,466.5	\$18,466.5	\$2,500 Ferndale Rotary Grant-Received \$15,966 Pre-Sale Tickets-Receiving
Equipment: Wi-Fi Ruckus Mesh System x10	\$4,509	\$2,254.5	\$2,254.5	Friends of Racing Sponsorship-Received
Equipment: PRI Phone system with 30 internal lines	\$5,100	\$2,550	\$2,550	North Coas: Mercantile Sponsorship-Received
Labor: Fiber optic line from Main Street to Fair Office	\$5,250	\$2,625	\$2,625	Aldrich Sponsorship-Received
Labor: Installation of Wi-Fi Units	\$3,500	\$1,750	\$1,750	Aldrich Sponsorship-Received
Hardware, Signage, Material: Supplies to comply with ADA	\$10,590	\$5,295	\$5,295	Aldrich SponsorshipReceived
Wheelchair lift for Belotti Hall	\$35,000	\$17,500	\$17,500	Community Grant Humboldt Area-Not Yet Solicited
Full Funding	\$108,246.00	\$54,123.00	\$54,123.00	
Reduced Funding Update	\$89,887	\$44,943.5	\$44,943.5	
On hold until new grant funds become available.				

## EXHIBIT D Funds Request Form

**Exhibit C**  
**Headwaters Funds Request Form**

Grantee: \_\_\_\_\_ Preparer: \_\_\_\_\_ Grant No.: \_\_\_\_\_  
 Address: \_\_\_\_\_ Title: \_\_\_\_\_ Grant Start Date: \_\_\_\_\_  
 \_\_\_\_\_ Phone: \_\_\_\_\_ Grant End Date: \_\_\_\_\_  
 \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Request Number:		Report Period: From:						To:
Contract Activities	Budget Category	HWF Budgeted Amount	HWF Requested in Prior Periods	HW Funds Requested in This Period	HW Funds Remaining	Matching Funds Budgeted	Matching Funds Spent to Date	% HW Funds Spent to Date
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
Sub-total		0.00	0.00	0.00	0.00	0.00	0.00	0.00
10% Retention				0.00				
Total Payment				0.00				

**Grantee Certification:**

I certify to the best of my knowledge that this report is true in all respects, that the reported amounts agree with the official accounting records, and that all disbursements have been made for the purposes and conditions of this grant.

Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT E**  
**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: Humboldt Business Challenge  
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 F**  
**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 County Fair Association  
Project Title: Renewal Project

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 G**  
**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](mailto:headwaters@co.humboldt.ca.us) or 707-445-7745 with any questions or for assistance in implementing this policy.

**Pauli-Shaw**  
**INSURANCE AGENCY**  
*We've got you covered*

September 13, 2018

Richard Conway  
Humboldt County Fair Assoc  
1250 Fifth Street  
Ferndale, CA 95536-9712

Re: Nationwide Mutual Insurance Co  
Policy # ACPBA7841645467

Dear Richard:

Enclosed is your copy of the policy change endorsement that removed driver Will Foster effective 9-22-18. This change resulted in return premium of \$304.00. You will see the premium change on the billing invoice sent direct from Nationwide.

After you have reviewed the enclosed, please contact our office if you have any questions or if anything more is needed at this time. Thank you.

Sincerely,



Theresa Laidlaw

Encl  
TL/

**Commercial | Home | Auto | Life | Health**

627 7th Street • Arcata, CA 95521 • 707 822-7251 • pauli-shaw.com • CA License 0C60256

**BUSINESS AUTO  
DECLARATIONS**

07510

**Amended Declarations**

09/22/2018

Policy Number: ACP BA 7841645467

NATIONWIDE MUTUAL INSURANCE COMPANY  
1100 LOCUST ST DEPT 1100  
DES MOINES, IA 50391-2000

**Item One**

Policy Period From 09/22/2018 To 09/22/2019 12:01 AM Standard Time at the mailing address below

Named Insured: HUMBOLDT COUNTY FAIR ASSOC

Mailing Address: 1250 5TH ST  
FERNDALE, CA 95536-9712

Agency Name: ANDERSON ROBINSON STARKEY  
Agency Address: ARCATA CA 95518-1105

84 07510 027 47  
(707)822-7251

Form of Business: NON-PROFIT ORG

In return for the payment of the premium, and subject to the terms of this policy, we agree with you to provide the insurance stated in this policy.

**Item Two Schedule of Coverages and Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Business Auto or Motor Carrier Coverage Form next to the name of the coverage.

Coverage	Covered Autos	Limit and Deductible - the most we will pay for any one accident or loss	Premium
LIABILITY	7 8 9	1,000,000	1,586.00
PERSONAL INJURY PROTECTION			No Coverage
UNINSURED MOTORISTS	7	See State Schedule	96.00
UNDERINSURED MOTORISTS (WHEN NOT INCL IN UNINSURED MOTORISTS)			No Coverage
UNINSURED MOTORISTS - PROPERTY DAMAGE	7	See State Schedule	56.00
-----			
COMPREHENSIVE COLLISION	7	Actual Cash Value or Cost of Repair Minus the Deductible in Item Three or Item Four	34.00
	7		62.00
-----			
OTHER COVERAGES		See Schedule	9.00

Estimated Basic Premium	\$	1,843.00
Estimated Assessments and Surcharges	\$	5.28
Estimated Total Premium	\$	1,848.28

PVDECP1 (09-13) 00

RERATE

MACH

2018250

INSURED COPY

ACP BA 7841645467

827221300

47

0001734



07510

CHANGE OF DECLARATIONS ENDORSEMENT - PLEASE READ CAREFULLY

NATIONWIDE MUTUAL INSURANCE COMPANY  
DES MOINES, IA 50391-2000

Policy Number: <b>ACP BA 7841645467</b>										
Policy Effective From <b>09/22/2018</b> To <b>09/22/2019</b> 12:01 A.M. Standard Time										
Transaction Effective <b>09/22/2018</b> 12:01 A.M. Standard Time										
Named <b>HUMBOLDT COUNTY FAIR ASSOC</b> Insured:										
Mailing Address: <b>1250 5TH ST FERNDALE, CA 95536-9712</b>	<table border="1"> <tr> <td>RETURN</td> <td>Premium</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td>304.00-</td> </tr> <tr> <td colspan="2">Total:</td> <td>\$ 304.00-</td> </tr> </table>	RETURN	Premium			\$	304.00-	Total:		\$ 304.00-
RETURN	Premium									
	\$	304.00-								
Total:		\$ 304.00-								
Agency: <b>ANDERSON ROBINSON STARKEY PO BOX 1105 ARCATA CA 95518-1105</b>	<table border="1"> <tr> <td><b>84 07510 027</b></td> <td><b>47</b></td> <td><b>(707)822-7251</b></td> </tr> </table>	<b>84 07510 027</b>	<b>47</b>	<b>(707)822-7251</b>						
<b>84 07510 027</b>	<b>47</b>	<b>(707)822-7251</b>								

CHANGED POLICY GENERAL

2 \$ Premium 304.00-

CHANGED TOTAL PREMIUM  
 FROM: \$ 2,152.28 TO: \$ 1,848.28  
 POLICY IMPACT DUE TO DRIVER LIST UPDATE

\*\* THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT. \*\*

PH AMEND 1 (01-97) 00



May 21, 2019

To: County of Humboldt Economic Development Division
Attn: Headwaters
520 E Street
Eureka, CA 95501

Re: Humboldt County Fair
1250 5th Street
Ferndale, CA 95536

Please be advised that the Humboldt County Fair is a member of the California Fair Services Authority (CFSA), and participates in the following self-insurance and loss pooling programs which are administered by CFSA:

I. GENERAL LIABILITY PROGRAM

- A. Primary Coverage \$100,000 self-insured retention California Fair Services Authority (includes liquor liability) Coverage continuous until cancelled
B. Excess Coverage \$24,900,000 in excess of \$100,000 (includes Liquor Liability) Coverage provided by CSAC Excess Insurance Authority Term: 7/1/18 to 7/1/19

II. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY PROGRAM

- A. Primary Coverage \$500,000 self-insured retention California Fair Services Authority Coverage continuous until cancelled
B. Excess Coverage (a) Workers' Compensation: Statutory Limit in excess of \$500,000 (b) Employers' Liability: \$4,500,000 in excess of \$500,000 Coverage provided by CSAC Excess Insurance Authority Term: 7/01/2018 to 7/01/2019

CFSA represents to the County of Humboldt Economic Development Division that within the above limits, terms and provisions of the coverage stated, to the extent provided by law, CFSA will provide defense, payment, and indemnification on loss funding in accordance with the terms of the contractual assumption of the Humboldt County Fair as set forth in County of Humboldt Economic Development Division's "Insurance Requirements".

You will be given at least thirty (30) day notice of any change in the foregoing information. We trust that this commitment will satisfy your insurance requirements.

Please feel free to contact this office on all matters including possible claims.

Sincerely,
Mario Castagnola
Mario Castagnola
Risk Analyst

1776 TRIBUTE ROAD, SUITE 100
SACRAMENTO, CA 95815
PHONE: (916) 921-2213 | FAX: (916) 646-1238

WWW.CFSA.ORG