

**GRANT AGREEMENT  
BETWEEN THE COUNTY OF HUMBOLDT, HEADWATERS FUND  
AND  
SEQUOIA PARK ZOO FOUNDATION**

Contract #17-GF-01

This Agreement is made and entered into this 16<sup>th</sup> day of January, 2018 by and between the County of Humboldt, Headwaters Fund, a political subdivision of the State of California (hereinafter called "the County") and the Sequoia Park Zoo Foundation, 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 December 12, 2017 the Headwaters Fund Board ("HFB") recommended the Grantee's proposed project for Headwaters Grant Fund funding; and

WHEREAS, on January 16, 2018 the Humboldt County Board of Supervisors ("Board") approved the Grantee's proposed project for Headwaters Grant Fund funding; and

WHEREAS, HFB and Board are willing to fund the project on the terms and conditions set forth herein.

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

**I. PROJECT DESCRIPTION**

- A. Grantee shall utilize the grant funds for a funding feasibility study and marketing and video production for donor recruitment (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 Thirty Thousand Dollars (\$30,000) 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 \$30,000.
- 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 One Million Dollars (\$1,000,000) 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).

OR

As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of services for COUNTY. If that changes, CONTRACTOR will take out and maintain 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:

Julie Benbow  
Executive Director

Sequoia Park Zoo Foundation  
PO Box 123  
Eureka, CA 95534

- 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.

[SIGNATURE PAGE FOLLOWS]


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 Ryan Sharp


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

GRANTEE

BY: Jinnie Benbow  
(Signature)  
TITLE: Executive Director  
(Print Title)

BY: Michael S. Dauden  
(Signature)  
TITLE: President  
(Print Title)

APPROVED FOR INSURANCE  
REQUIREMENTS

BY:   
~~Kacy Green~~  
Risk Management

**EXHIBIT A:**  
**Project Description, Activities, Objectives, Deliverables and Timeline**

**1. Project Description**

The Sequoia Park Zoo is planning for Phase II of their master plan which includes a Redwood Canopy Walk and Native Predator Zone. The Zoo is developing a fundraising plan and conceptual design for these unique, new features. The design and construction of the Native Predator Zone and Canopy Walk will be a multi-million dollar project, therefore, a solid campaign strategy is essential to see the project to implementation. The Headwaters Fund will contribute \$25,000 to a campaign feasibility study and funding research to determine how the zoo's campaign goals can be best achieved for implementation of the project. The Headwaters Fund will contribute an additional \$5,000 for video production and marketing materials for donors.

**2. Objectives**

- Economic Impact:
  - Jobs Created = 10+
  - Funds leveraged from outside Humboldt County \$50,000+
  - Retaining or growing existing businesses in tourism industry
  - Enhanced quality of life and greater connection to nature for local visitors
- Increase admissions and gate revenue for the Sequoia Park Zoo
- Increase tourism, economic activity and overnight stays within the greater Eureka area by having a tourist attraction found nowhere else in North America

**3. Activities**

Plan and conduct a local, regional and nationwide campaign feasibility study  
Develop donor outreach and marketing materials, including video production

**4. Deliverables**

Complete campaign feasibility study and funding research which will set the stage for donor recruitment and dictate the timeline for implementation

**5. Timeline**

From February 2018 to February 2019. The campaign feasibility study and marketing and outreach materials will be complete by August 2018.

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

The Headwaters Fund  
Grant Fund Application Coversheet

Date of application: 10/30/17

Organization Name: Sequoia Park Zoo Foundation (SPZF)

Director/CEO: Julie Benbow

Contact Person Name and Title: AS ABOVE

Contact Phone: 707 442-5649 Contact Email: julie@sequoiaparkzoo.net

Contact Address: PO Box 123, Eureka, CA 95534 • 344 W Street, Eureka, CA 95503

Total current year organizational budget: \$560,000 # of FTE employees: 5

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

SPZ Foundation promotes and stimulates interest in Sequoia Park Zoo, and supports the Zoo's development and programs through fundraising and marketing.

Project title: Native Predator Zone & Redwood Canopy Walk: Ad-Venture Capital Fund

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?

Sequoia Park Zoo significantly adds to the quality of life for the residents of Eureka and the area, and tourists passing through on the redwood trail. The Zoo provides opportunities to connect with nature and have up-close and personal encounters with many species of animals, all in a safe and fun setting. With the three community free days each year and scholarships for kids' camps, clubs and activities, this is truly everyone's zoo!

With Phase II of the Master Plan expansion, the Zoo is undertaking a unique project—a Native Predator Zone and Redwood Canopy Walk—that will have a significant economic impact on Eureka and Humboldt County. As the only redwood canopy walk in North America, it will be the ultimate adventure experience high in an urban forest. Built to last generations, its universal accessibility and distinctive educational opportunities connecting nature and wildlife, will offer appeal across multiple and diverse audience platforms. With the tremendous increase in eco-tourism, and the number of visitors (1.4 million in 2016) to the national and state parks in northern California to see giant redwoods trees, the Zoo believes that, with this significant addition to the eco-tourism experiences available in Northern California, all boats will rise and the community at large will benefit from the increased influx of visitors to the Zoo, and resulting tourism dollars into the area. (225 words)

Amount requested: \$50,000 Total project cost: \$1.125 M

Grant timeline: Period covered: January 2018 to August 2019

Total match amount: \$250,000 Match amount as % of project budget 22.5 %  
(Required 50% match for implementation, 25% for planning or technical assistance)

Cash match: \$250,000 In-kind match: ? Cash match as % of budget 22.5 %  
(Required: 25% for implementation, 12% for planning or technical assistance)

Type of project: ☒ Planning ☐ Implementation ☐ Technical Assistance

Geographic focus of project: EUREKA & HUMBOLDT COUNTY

Number of permanent, long term, private sector jobs to be created: 10+

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

- ☐ Forest Products
- ☒ Tourism
- ☐ Specialty Agriculture
- ☐ Niche Manufacturing
- ☐ Diversified Health Care
- ☒ Building and Construction
- ☒ Management and Innovation Services
- ☐ Investment Support Services

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): \_\_\_\_\_

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)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Building permits    | <input checked="" type="checkbox"/> yes <input type="checkbox"/> 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 checked="" type="checkbox"/> Regulatory approval | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no |
| <input checked="" type="checkbox"/> Consultants hired   | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no |
| <input type="checkbox"/> Staff hired                    | <input type="checkbox"/> yes <input type="checkbox"/> no <u>N/A</u> |

Sequoia Park Zoo is recognized as a valuable community asset and one of the foremost visitor attractions in Humboldt County. The Zoo Foundation (SPZF) has made the commitment to proceed with Phase II of the Master Plan—a Native Predator Zone and Redwood Canopy Walk—the first and only such experience in the country. This expansion builds upon recent successes<sup>1</sup> and is integral to the vision of the Zoo as “The Gateway to the Redwoods” experience. It also strengthens our mission, to inspire conservation of the natural world by instilling wonder, respect and passion for wildlife.

The Zoo Foundation recently established The Ad-Venture Capital Fund, a fundraising initiative to finance the following elements of the Phase II expansion: 1) Native Predator Zone comprehensive exhibit design and all related components; 2) redwood canopy walk design; 3) construction, engineering and labor cost estimates; 4) project planning, timelines and oversight; 5) preliminary and intermediate marketing and fundraising (campaign) needs.

The planning and design phase for creating a multi-part exhibit and canopy walk is crucial to gaining accurate cost estimates, and achieving the highest in design/construction standards, and all aspects of the physical experiences—especially the interpretation and educational components, and conservation/habitat messaging. This work, including renderings and multi-media representations, are the fundamental building blocks for successful fundraising and marketing campaigns.

The updated Zoo master plan, unanimously adopted by the City Council of Eureka in March 2017, was originally designed in 2006 by Jones & Jones Zoo Architects and revised in 2016 by Studio Hanson|Roberts<sup>2</sup>. The updated plan reflects a decade of species, exhibit and site additions, including the award-winning Watershed Heroes exhibit<sup>3</sup>. Concurrent to the master plan update, the SPZF Foundation and City of Eureka hired Zoo Advisors<sup>4</sup> to conduct an in-depth benchmark analysis of the Zoo’s financial and business health against other institutions of similar sizes. Based on this research and focusing on the projected financial impact of Phase II, Zoo Advisors created a strategic business plan identifying organizational strengths and challenges, and made recommendations to ensure the future financial sustainability of the Zoo. (Appendix A).

Funding for this initial planning and design step is underway, and currently, \$1.125 M in grants and private donations is being actively pursued.

<sup>1</sup> Watershed Heroes received national recognition when awarded Best New Exhibit by the Association of Zoos & Aquariums (AZA)<sup>1</sup> in 2016. It was also named the third best otter exhibit in the world in 2017 ([www.zoonation.com](http://www.zoonation.com)).

<sup>2</sup> [www.studio-hansonroberts.com](http://www.studio-hansonroberts.com). Studio-Hanson|Roberts’ innovative design helped win the AZA Best Exhibit award of 2016.

<sup>3</sup> Watershed Heroes exhibit comprises the river otter habitat, watershed play area, raptor aviary, salmon river and learning lab.

<sup>4</sup> [www.ZooAdvisors.com](http://www.ZooAdvisors.com). Zoo advisors is a leading company specializing in business strategies for Zoos and Aquariums



From Good to Great—Building on Success: Sequoia Park Zoo (the oldest zoo in California, established 1907) is the only zoo in the world situated among old and second growth redwoods, and adjacent to a 70-acre forest of coast redwoods that form a magnificent backdrop. The Zoo is the perfect venue to provide the opportunity for the public to enjoy “up-close and personal” experiences with wildlife and the historic redwood forests unique to this area. Although logged in the early 1900’s, several ancient redwood trees still stand and display complex canopy growth and structure. As an integral part of the Zoo experience, the canopy walk will educate and engage tourists and regional residents alike, in an eco-adventure unlike any other. It will be the ultimate, universally-accessible educational expedition high in an urban redwood forest.

World-renowned canopy scientists and ecologists, arborists and canopy adventure experts<sup>5</sup> visited and assessed the forest potential and agree that the Zoo is the ideal site for a canopy walk given the forest composition, topography, history and location. It will provide the “missing link” experience for visitors to the redwoods. Together, Native Predators and the Canopy Walk will put the Zoo on a transformative path, moving the Zoo from good to great. It has the opportunity to change the trajectory of the Zoo both from an attendance and financial perspective.

The SPZ and Foundation view this expansion as a great potential benefit to the communities in the immediate area (Eureka, Arcata, Ferndale, Fortuna, McKinleyville, et al) and for Humboldt County. In 2016, over 1.4 million tourists visited Northern California, particularly this area, to see the world’s tallest trees in the Redwoods National and State Parks<sup>6</sup>. None of these parks, or other roadside attractions, offer the visitor the opportunity to encounter close-up the native species that call this area their home, or to walk through the redwood trees at mid-canopy level and learn about the life cycle and bio-importance of these magnificent and ancient trees.

In their report, Zoo Advisors noted that the Zoo exemplifies intergenerational fun and learning experiences, and the addition of the Native Predators and the integrated canopy walk is a tremendous opportunity for the Zoo to set itself apart as a leader in the regional tourism attractions arena, the Zoo market, and as a conservation leader.

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<sup>5</sup> Canopy Meg: [www.canopymeg.com](http://www.canopymeg.com); Scott Baker, Tree Solutions: [www.treesolutions.net](http://www.treesolutions.net); Robbie Oates, Phoenix Experiential Designs: [www.phex.biz](http://www.phex.biz); Jim Spilder, Eco-Ascension Research and Consulting: [www2.cativatreeerescue.com](http://www2.cativatreeerescue.com); Professor Stephen Sillett, Kenneth L. Fisher Chair of Redwood Forest Ecology, HSU.

<sup>6</sup> According to the 2016 National Park Visitor Spending Effects: Economic Contributions to Local Communities, States, and the Nation report, visitation to Redwood National Park in 2016, combined with the three California State Parks within the Redwood National and State Parks partnership—Del Norte Coast Redwoods, Jedediah Smith Redwoods, and Prairie Creek Redwoods State Parks was nearly 1.5 million. It is likely that the parks within the partnership generate over \$90 million in visitor spending and contribute 900 local jobs to the economy.

The Native Predator Zone (Appendix B) will feature a black bear habitat with elevated pedestrian walkway, separate mountain lion enclosure, and bobcat, ringtail and fisher areas. The aerial walkway will be a much-needed regional outdoor eco-adventure and education project providing a universally accessible (ADA compliant) experience for people of all ages where they can move—at their own pace—through interactive, multi-media interpretive materials presented on tree platforms and at Tree Top Base Camp. This ‘canopy classroom,’ will be a one-of-a-kind learning experience for students of all ages (and Eureka & Humboldt County school children, HSU and CR students) to do research and citizen scientific experiments, and to learn about redwood trees and forest ecology from within the mid-canopy level, high off the ground (Appendix C).

The Phase II expansion is poised to deliver an unparalleled transformative and unique experience that will drive attendance growth from across the States and internationally. As the only redwood canopy walk in North America, it will be the ultimate educational and adventure experience high in an urban forest. Built to last generations, its accessibility for all ages and distinctive educational opportunities that tie together nature and wildlife, offer appeal across multiple and diverse audience platforms. For centuries, human curiosity has driven us to explore our universe; yet exploration of forest canopies is a recent phenomenon and one that has, until very recently, been the exclusive territory of scientists and canopy biologists- until now.

If not now ... Research into national Zoo trends show that they are growing in popularity with attendance increasing yearly across all zoo sizes. Investment in new exhibits, experiences and attractions approached \$1 billion over the last five years, and zoos continue to be a leading destination and attraction for their regions, typically ranked in the top 3 destinations in their areas, particularly in smaller communities.

Since the opening of the Watershed Heroes in 2014, Zoo attendance has grown by 28%<sup>7</sup>, and extensive marketing of the Zoo’s unique wildlife and nature-based experiences has raised its visibility and awareness throughout Humboldt County and beyond, generating excitement and support for the Zoo and the projects under development. With the expanded geographic reach, membership is growing, and the popular educational and conservation programs and free days provide “universal” zoo access to all community members.

In their strategic business report, Zoo Advisors forecast an increase in Zoo visitors of a minimum 20% in the first year, with the potential of 40% increase. After the opening of the Watershed Heroes exhibit in 2015, attendance soared to over 105,000 visitors, and stay-time

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<sup>7</sup> The opening of the Red Panda habitat and the birth of the two babies saw visitor increase, combined with the opening of Watershed Heroes made a 28% bump in attendance.

extended 30%—from 1.5 hours to 2.25 hours. The addition of the Native Predator Zone (adding one acre to make a six acre site) and the Redwood Canopy Walk will significantly increase stay-time to 3–4 hours, thus potentially resulting in increased overnight accommodations at local hotels, and use of associated business services. The success of this significant and permanent attraction is dependent upon many factors, a crucial one being long-term, consistent national marketing.

While Phase II will provide local jobs during construction, the foremost positive economic impact will be for local and area hotels, and businesses that provide services and amenities to tourists. With the recent achievement of Old Town Eureka's designation as a State Cultural District, this is the perfect time for business stakeholders, civic leaders and organizations to come together to build Eureka's reputation as a place to visit and stay.

The Zoo will be a major player in this movement with the "Gateway to the Redwoods" experience. Investment in the Ad-Venture Capital Fund will have a lasting, and potentially great economic impact on the immediate community and more broadly, Humboldt County. Successful and sustained benefits are dependent upon close collaborations within the City and the County to market, package, and promote the unique experiences, Eureka attractions (historical, artistic, artisanal), and eco-experiences throughout the county. The ideal outcome will be an increase in economic activity in the City and the County for all attractions, restaurants, galleries, breweries & distilleries, and shops; and will result in longer stay-times (heads in beds).

The Phase II expansion will be reflected in a higher admission price as recommended by Zoo Advisors<sup>8</sup>. The canopy walk, as the unique experience and principal attraction, will support the Zoo's long-term business strategy of becoming financially sustainable, and a major tourist destination.

For the City of Eureka, the increase in admission and new income will cover the cost of additional staff. On the Foundation side, marketing, membership, café and gift shop staff will increase in number to support operational growth. These new positions will be supported by revenue growth in their respective areas. A national marketing budget will be developed to support multi-media messaging. Currently the HCCVB provide much of the marketing, however supplemental campaigns will be created for specific demographics. Future investment in year-round marketing and promotions is estimated to be \$1 to \$1.50 per visitor.

With a goal of raising \$1.125 million, the Ad-Venture Capital Fund will grow over the next two years to ensure that all aspects of the building of Phase II are achievable. The SPZ Foundation

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<sup>8</sup> Zoo Advisors recommendation of a two-tier pricing system is being considered: one lower price for locals and residents of Humboldt county, and a higher price for tourists.

will make regular reports to investor/donors, and will take counsel and feedback for the outcomes of the fundraising feasibility study, marketing plans, phasing and cost estimates.

**Project costs underwritten by the SPZ Foundation (2016-2017):**

\$ 23,110	Updated Master Plan (SHR)
\$ 27,568	Strategic Business Plan (Zoo Advisors) – shared with City of Eureka, Parks & Rec
\$ 9,600	Due diligence, discovery and examination of forest & trees (Consultants)
\$ 1,500	Drone Footage of forest / potential canopy walk
\$ 12,000	Project scope and Management / Canopy Walk (Greenway Assoc.)
<b>\$ 73,778</b>	

**Estimated Costs:** Native Predator Zone, Redwood Canopy Walk, Bear Vista Lodge – Design, Engineering, Landscape Architecture, Architecture

\$ 216,000	Conceptual Design 20
\$ 378,000	Developed Design
\$ 324,000	Construction Documents
\$ 70,200	Project Management 15
\$ 25,000	Campaign Feasibility Study and Funding Research (consultant) 10
\$ 25,000	Creation/production of marketing/donor materials (videos, printed materials) 5
\$ 7,500	Economic Impact Study
<b>\$1,045,700</b>	<b>Subtotal</b>

**Ad-Venture Fund = \$1,125,000.00** (Includes 8% contingency)

**As an investor in the development of Phase II of the Sequoia Park Zoo master plan, The Headwaters Fund will receive acknowledgment on all marketing and fundraising materials, on the website, and onsite during construction.**

**Project Timeline 2018-2019:** (Dependent upon availability of funds)

March	(January hire Consultant) Campaign / Fundraising Feasibility Study complete
March - September	Conceptual Design
March	Develop and produce Fundraising/Marketing materials & video
September – February 2019	Developed Design: Economic Impact Study
February – August 2019	Construction Documents
Ongoing	Project Management



HUMBOLDT COUNTY

## Headwaters Fund

### SPZF AD-VENTURE CAPITAL FUND (NATIVE PREDATOR ZONE, CANOPY WALK) PROJECT BUDGET\*



Project Expense Item	Total Cost	Requested Amount from Headwaters Grant Fund	Amount from Matching Funds	Source of Matching Funds
Consultant & Professional Fees Campaign Feasibility Study	\$ 25,000	\$ 10,000	\$ 10,000	Jalmer Berg Foundation (Pending)
Consultant & Professional Fees Greenway Partners, Project Management	\$ 50,000	\$ 15,000	\$ 35,000	Individual Donations (Committed)
Consultant & Professional Fees Studio Hanson/Roberts Conceptual Design	\$ 216,000	\$ 20,000	\$ 125,000 \$ 51,000 \$ 20,000	HLA/ELA** (Pending) Individual Donations (Committed) Jalmer Berg Foundation (Pending)
Consultant & Professional Fees Video Production, Marketing	\$ 25,000	\$ 5,000	\$ 20,000	Jalmer Berg Foundation (Pending)
<b>2018 Project Total</b>	<b>\$ 316,000</b>	<b>\$ 50,000</b>	<b>\$ 261,000</b>	

\* This Project Budget reflects the *estimated* expenses for 2018. Staff payroll and expenses incurred will be covered by the Foundation.

\*\* HLA/ELA - multi-year pledge for \$1M total.

SEQUOIA PARK  
**ZOO**  
FOUNDATION

2017 Board of Directors

Officers

<i>President:</i>	Linda Jo Alexander
<i>1<sup>st</sup> Vice President:</i>	Michale Dearden
<i>Vice President:</i>	Dustin Owens
<i>Treasurer:</i>	Roy E. Corsetti, CPA
<i>Secretary:</i>	Annette De Modena

Directors

John Ash, *Chair, Projects Committee*  
Gailey Browning  
Allison Arkley Holland  
Jeff Lamoree *Chair, Fund Development Committee*  
John Richmond, *Chair, Marketing & Communications Committee*  
Joe Rogers, *Chair, Board Development*  
Dr. Kevin Silver

Eureka City Liaison

Kim Bergel, *Eureka City Council*  
Donna Wood, *Deputy Director, Parks & Recreation*  
Amy Washburn, *Commissioner, Open Spaces Parks & Recreation*

Staff

Julie Benbow, *Executive Director, SPZ Foundation*

Mission Statements

The Sequoia Park Zoo Foundation promotes and stimulates interest in Sequoia Park Zoo, and supports the Zoo's development and programs through fundraising, marketing and other initiatives designed to enhance the zoo experience.

Sequoia Park Zoo inspires conservation of the natural world by instilling wonder, respect and passion for wildlife.

Vision Statement

We envision the Sequoia Park Zoo as a premier Redwood Coast destination.

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Sequoia Park Zoo Foundation is a California registered 501(c)(3) non-profit organization  
Tax ID: # 56-2410108

3414 W Street, Eureka, CA, 95503 • PO Box 123, Cutten, CA 95534 • [www.sequoiaparkzoo.net](http://www.sequoiaparkzoo.net)



**CITY MANAGER'S OFFICE**

531 K Street • Eureka, California 95501-1146 • (707) 441-4144

October 17, 2017

Board of Directors  
Humboldt County Headwaters Fund  
825 5<sup>th</sup> Street  
Eureka, CA 95501

RE: Letter of Support - Sequoia Park Zoo Foundation 2017-2018 Grant Application

The City of Eureka is submitting this letter in support of Sequoia Park Zoo Foundation's application for a \$50,000 grant to fund the initial stage of the Phase II Zoo expansion: the design and planning for the Native Predator Zone and Redwood Canopy Walk.

This project will significantly enhance the value of the zoo to the community, increase tourism, become an economic driver and have a positive fiscal impact on the City of Eureka and surrounding areas.

The planning and design phase for creating a new multi-part exhibit and walkway is crucial to achieving the highest in design and construction standards; developing all aspects of the physical experiences, especially the interpretation and educational components, and the conservation/animal habitat messaging. This work, including the estimated final costs, renderings and multi-media representations, are the fundamental building blocks for successful future marketing and capital campaigns.

The City of Eureka is proud to offer our support for the Sequoia Park Zoo Foundation 2017-2018 Grant Application. Thank you for your consideration in this matter.

Sincerely,

Greg L. Sparks  
City Manager

*City of Eureka*  
**OPEN SPACE, PARKS and RECREATION COMMISSION**

October 13, 2017

Board of Directors  
Humboldt County Headwaters Fund  
825 5<sup>th</sup> Street  
Eureka, CA 95501

RE: Letter of Support - Sequoia Park Zoo Foundation 2017-2018 Grant Application

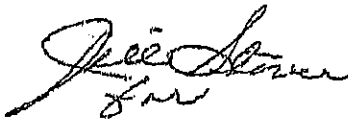
The Open Space, Parks and Recreation Commission is submitting this letter in support of Sequoia Park Zoo Foundation's application for a \$50,000 grant to fund the initial stage of the Phase II Zoo expansion: the design and planning for the Native Predator Zone and Redwood Canopy Walk.

It is the belief of the commission that this project will enhance the value of the zoo to the community, increase tourism, become an (or strengthen as an) economic driver and have a positive fiscal impact on the City of Eureka and surrounding areas.

The planning and design phase for creating a new multi-part exhibit and walkway is crucial to achieving the highest in design and construction standards; developing all aspects of the physical experiences, especially the interpretation and educational components, and the conservation/animal habitat messaging. This work, including the estimated final costs, renderings and multi-media representations, are the fundamental building blocks for successful future marketing and capital campaigns.

The Open Space, Parks and Recreation Commission is proud to offer our support for the Sequoia Park Zoo Foundation 2017-2018 Grant Application. Thank you for your consideration in this matter.

Sincerely,



Larry McNeil  
Chairperson  
Open Space, Parks and Recreation Commission





October 27, 2017

Board of Directors  
Humboldt County Headwaters Fund  
825 5<sup>th</sup> Street  
Eureka, CA 95501

RE: Letter of Support - Sequoia Park Zoo Foundation 2017-2018 Grant Application

Dear Headwaters Fund Directors:

The Greater Eureka Chamber of Commerce supports the Sequoia Park Zoo's vision for the future that will impact not only the zoo and the City's financial support, but also bring the opportunity to share some of the many millions of eco-tourism dollars spent every year in California. The zoo is uniquely positioned to undertake this expansion and we support the application for a \$50,000 grant towards the funding of the initial stage of the Phase II Zoo expansion: the design and planning for the Native Predator Zone and Redwood Canopy Walk.

A project this size will take great commitment and support from our community, and it is our hope that the Headwaters fund will take a leadership role and join with the many other foundations, businesses and individuals who are investing in the Ad-Venture Capital Fund to underwrite the cost of the initial design development phase.

We believe that this project will bring increased the value to this community by driving tourism and subsequent dollars into the area. It is also an opportunity for the community stakeholders to come together to promote Eureka, and this beautiful area.

We strongly support this grant application to support this important stage in the development of the project, and hope that the Headwaters Fund will invest in the future success of the Zoo and the community.

Sincerely,

A handwritten signature in dark ink, appearing to read "Don Smullin".

Don Smullin  
Executive Director



BOARD OF SUPERVISORS  
**COUNTY OF HUMBOLDT**

825 5TH STREET, ROOM 111  
EUREKA, CALIFORNIA 95501 PHONE: (707) 476-2890

October 18, 2017

Board of Directors  
Humboldt County Headwaters Fund  
825 5th Street  
Eureka, Ca. 95501

**SUBJECT:** Letter of Support for Sequoia Zoo Foundation Grant Funding Application

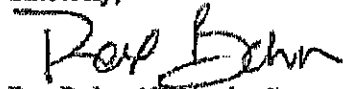
To Whom It May Concern:

I am writing to express my full support for the Sequoia Zoo Foundation application for \$50,000 grant funding for their Native Predator Zone and Canopy Walk projects.

The Sequoia Zoo and Park has been serving the Humboldt County community for many years. I personally live near the area and witness the activity and outlet that is provided by their facilities. Improving and expanding their service and exhibits can only benefit the many visitors to this Humboldt County attraction. It will help drive tourism and subsequent dollars in to the area.

I respectfully urge your grant funding support for the Sequoia Zoo Foundation projects as they provide a valued and treasures service to our community. The Headwaters Fund would be investing in something that Humboldt County is proud of and would help further the expansion of a top tourist attraction in our community.

Sincerely,

  
Rax Bohn, 1st District Supervisor  
County of Humboldt

RB:kh



BOARD OF SUPERVISORS  
**COUNTY OF HUMBOLDT**

825 5TH STREET, ROOM 111  
EUREKA, CALIFORNIA 95501 PHONE: (707) 476-2390

October 24, 2017

Board of Directors  
Humboldt County Headwaters Fund  
825 5th Street  
Eureka, CA 95501

RE: Letter of Support - Sequoia Park Zoo Foundation 2017-2018 Grant Application

The Humboldt County Supervisors, are very involved in the economic and social issues of the many disparate communities, both rural and urban. There has been many changes over the years. One of the most important and successful changes has been the Sequoia Park Zoo's.

We are writing in support of the zoo's vision for the future that will impact not only the Zoo and the City's financial support, but also bring a quality connection to our beautiful county and the opportunity to share some of the many millions of eco-tourism dollars spent every year in California. The zoo, having gained local and international press over the past two years, is uniquely positioned to undertake this expansion and I support the application for a \$50,000 grant towards the funding of the initial stage of the Phase II Zoo expansion: the design and planning for the Native Predator Zone and Redwood Canopy Walk.

A project this size will take great commitment and support from our community, and I hope that the Headwaters fund will take a leadership role and join with the many other foundations, businesses and individuals who are investing in the Ad-Venture Capital Fund to underwrite the cost of the initial design development phase.

We believe that this project will bring increased the value to this community by driving tourism and subsequent dollars into the area. It is also an opportunity for the community stakeholders to come together to promote Eureka, and this beautiful area.

We strongly support this grant application to support this important stage in the development of the project, and hope that the Headwaters Fund will invest in the future success of the Zoo and the community.

Sincerely,

Virginia Bass, Chair

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

**JAN 18 2008**

SEQUOIA PARK 300 FOUNDATION  
PO BOX 123  
CUTTEN, CA 95634-0123

Employer Identification Number:  
-55-2410108

DLN:

17053005709020

Contact Person:

GREGORY K OLINNE

ID# 31392

Contact Telephone Number:

(877) 828-2800

Public Charity Status:

509(a)(2)

Dear Applicant:

Our letter dated March 2004, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Letter 1950 (DO/CS)

Sequoia Park Zoo Foundation  
Budget  
For the Year Ended December 31, 2018

REVENUE & SUPPORT

In-Kind Contributions	\$ 37,000
Guest Services	315,000
Contributed Support	125,000
Special Events	200,000
Membership Dues	135,000
Total Revenues	<u>812,000</u>

EXPENSES

Guest Services	300,000
Fundraising	35,000
Special Events	130,000
Marketing & Promotion	60,000
Membership	50,000
Foundation Operations	76,000
InKind Accounting Services	34,000
Conservation Program	15,000
Volunteer Program	1,500
Donations to Zoo (City of Eureka)	10,000
Total Expenses	<u>711,500</u>
Increase in Net Assets	<u>\$ 100,500</u>



Headwaters Fund Grant Application

APPENDIX B

Native Predator Zone  
Schematic



HUMBOLDT COUNTY  
Headwaters Fund





Headwaters Fund Grant Application

APPENDIX C

**Redwood Canopy Walk**



HUMBOLDT COUNTY  
Headwaters Fund



# SEQUOIA PARK ZOO REDWOOD CANOPY WALK

## #1 THE REDWOOD FOREST THEN & NOW



1910 - A small child poses at the foot of a giant redwood.



The monumental old and second growth redwood trees in the Sequoia Park forest provide a magnificent backdrop for the Zoo, which will be the home of the *only* redwood canopy experience in the northern hemisphere.

The canopy walk will originate at the Bear Vista Lodge overlooking the Native Predator Zone and into the adjacent forest.

The canopy walk will feature a wide, stable ADA-compliant walkway, Burma bridge rope walkways spanning ravines and interpretation platforms attached to the trees.

*Sequoia Park Forest is the backdrop for the Watershed Heroes exhibit at the Zoo.*

2015 - Over a century later, the trees still fascinate and spin their magic.



# SEQUOIA PARK ZOO REDWOOD CANOPY WALK

## #2 THE REDWOOD FOREST PROJECT SITE

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*The forest floor is home to fallen redwood nursery trees and great biodiversity.*



The forest is approximately 68 acres of old and second growth redwoods and mixed conifer. The forest areas have fairly steep trails which have become denuded due to heavy public usage.

Of the few dozen old growth redwoods, some are 200'+ tall with trunks eight feet in diameter.

The forest floor is composed of species typically to the redwood biome including firs, ferns, and berries. Underlying the site are the unconsolidated marine sediments of the Franciscan Formation, typically characterized as a layer cake of silt stone, sand stone, and mud stones.

Eureka is a seismically active area and receives an average annual rainfall of approximately 30".

*Deep ravines are characteristic of this forest topography. Burma bridges will span the gullies and offer a more adventurous experience.*



# SEQUOIA PARK ZOO REDWOOD CANOPY WALK

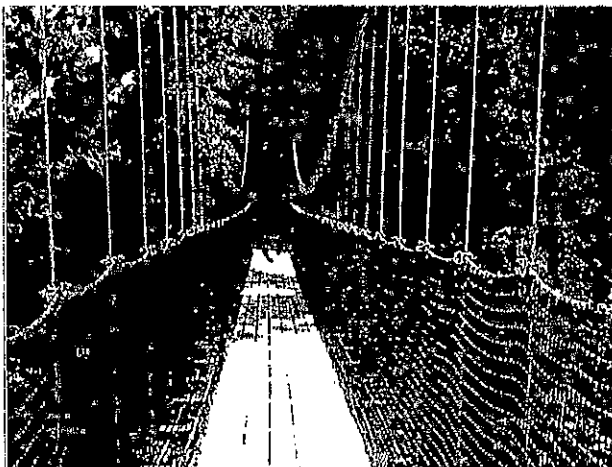
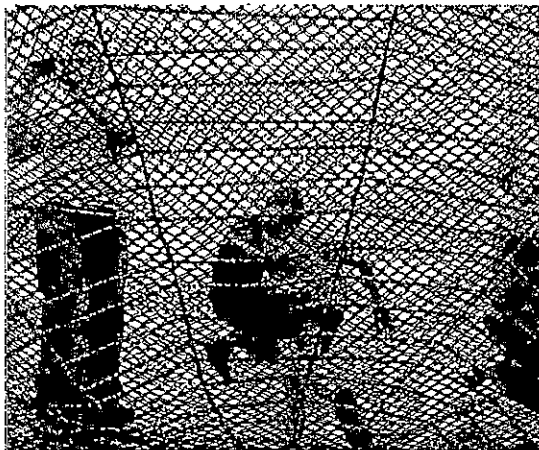
## #3 A BIRDS EYE VIEW - THE EXPERIENCE



The canopy walk will feature wide elevated walkways, tree interpretation platforms for visitors and students to study the canopy and relax in the quiet of the forest.

The walkways will increase in elevation offering multiple forest perspectives and up-close opportunities to study the old and secondary growth redwoods trees.

For the more adventurous, there will be Burma rope bridges spanning ravines and cargo rope climbing nets.



# **EXHIBIT C** **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	
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 D**  
**Project Budget**

**SPZF AD-VENTURE CAPITAL FUND (NATIVE PREDATOR ZONE, CANOPY WALK  
PROJECT BUDGET\***

Project Expense Item	Total Cost \$	Requested Amount from Headwaters Grant Fund	Amount from Matching Funds	Source of Matching Funds
Consultant & Professional Fees Campaign Feasibility Study	\$ 25,000	\$ 10,000	\$ 10,000	Jalmer Berg Foundation (Pending)
Consultant & Professional Fees Greenway Partners, Project Management	\$ 50,000	\$ 15,000	\$ 35,000	Individual Donations (Committed)
Consultant & Professional Fees Studio HensoniRoberts Conceptual Design	\$ 216,000	\$ 20,000	\$ 125,000 \$ 51,000 \$ 20,000	H/A/E/LA** (Pending) Individual Donations (Committed) Jalmer Berg Foundation (Pending)
Consultant & Professional Fees Video Production, Marketing	\$ 25,000	\$ 5,000	\$ 20,000	Jalmer Berg Foundation (Pending)
<b>2018 Project Total</b>	<b>\$ 316,000</b>	<b>\$ 50,000</b>	<b>\$ 261,000</b>	

**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.

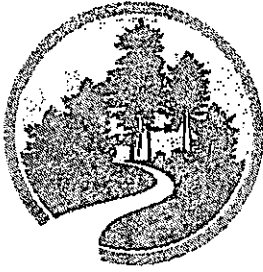
Name (print): \_\_\_\_\_

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: Sequoia Park Zoo Foundation

Project Title: Funding Feasibility Study for Native Predator Zone and Canopy Walk/ Marketing Materials for Donor Recruitment

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. How many jobs did you retain that would otherwise be eliminated?
5. What were the challenges you encountered and how did you overcome them?
6. 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.
7. Based on your identified strategy to promote economic development, what were your measurable objectives and did you achieve those?
8. If your project leveraged outside funds, how much additional funding was brought into the area?
9. 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.
10. What are the lasting benefits of the project (provide quantitative and qualitative benefits)?
11. How will you continue the work started by this project?
12. What, if any, are your comments about working with the Headwaters Fund and its staff?
13. Do you have any other comments?
14. 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.



SEQUIPAR-01

LSHEELY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> George Petersen Insurance Agency, Inc. P.O. Box 1227 Eureka, CA 95502	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (707) 442-2971	<b>FAX (A/C, No):</b> (707) 442-7281	
	<b>E-MAIL ADDRESS:</b> info@gpins.com		
<b>INSURED</b>  Sequoia Park Zoo Foundation 2476 Russell Street Eureka, CA 95503	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Nonprofits' Insurance Alliance of California		11384
	<b>INSURER B:</b> State Compensation Insurance Fund		35076
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
		<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability 1M/ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2017-19478-NPO	05/26/2017	05/26/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILIT \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2017-19478-NPO	05/26/2017	05/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2017-19478-UMB-NPO	05/26/2017	05/26/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9047005-18	03/15/2018	03/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate is issued as proof of coverage.

3/15/18 Certificate reissued for the Workers' Compensation renewal term.

## CERTIFICATE HOLDER

## CANCELLATION

Sequoia Park Zoo Foundation 2476 Russell Street Eureka, CA 95503	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 