

**GRANT AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT, HEADWATERS FUND
AND
BUILDING LIVES BY BUILDING STRUCTURES**

Contract #25-GF-01

This Agreement is made and entered into this first day of July, 2025 by and between the County of Humboldt, Headwaters Fund, a political subdivision of the State of California (hereinafter called “the County”) and the Building Lives by Building Structures, a 501 (c) 3 Non-profit 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 April 8, 2025 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 July 1, 2025, 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

Grantee shall utilize the grant funds for building a modular home (the “Project”). The specific tasks to be carried out are set forth in Exhibit A- Scope of Work (to include activities, objectives and deliverables) and Exhibit B (Grantee’s grant proposal), both of which are attached hereto and incorporated in full herein.

II. AWARD AMOUNT AND DISBURSEMENT

- A. County agrees to pay Grantee from the Headwaters 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 in 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. TERM

- A. This Agreement shall commence on the date indicated above and shall terminate on June 30, 2026 unless extended by the written agreement of the parties or sooner terminated as provided for herein.

IV. GRANT MODIFICATIONS

- A. Deviations of any single category proposed in the line-item budget must receive written approval of the County at the following levels of approval:
 - 1. Headwaters Fund Executive Director may adjust changes in grant timelines, activities, and partners that are consistent with original Project goals, target populations, and geographical focus. Headwaters Fund Executive Director may approve budget changes under \$10,000 in aggregate.
 - 2. The Headwaters Fund Board must approve changes in Project goals, target population, and geographic focus. Budget changes of \$10,000 in aggregate 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 Coordinator. The request must be submitted at least forty-five (45) days prior to the expiration date of the grant. The request must explain the need for the extension and include an estimate of the unobligated funds remaining and a plan for their use.

Unobligated funds remaining at the expiration of the grant is not sufficient justification for an extension. The plan must adhere to the previously approved objectives of the Project.

V. GRANT REPORTING AND AUDITING

A. Reporting

1. Grantee will submit Quarterly Reports to Headwaters Staff. Each of these reports covers three months of the calendar year and is due thirty days after the end of the quarter (April 30, July 31, October 31, January 31). Reporting will begin after the first full quarter after the start date of the contract (i.e. if the contract start date is February 1, the first Quarterly Report is not due until July 31). Failure to provide up to date reports may result in termination of the award or a hold to your payment until all reports are up to date and submitted. 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 four years from the end of this Agreement's term. In the event the term of this grant is extended under Paragraph III of this Agreement, the County's rights and obligations under this provision shall be extended for the same period of time.

VI. GRANT EVALUATION

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

VII. FUNDER RECOGNITION AND MEDIA RELEASE

- A. Grantee shall identify The Headwaters Fund as a support organization on all published material relating to the subject matter of the award for the life of the program or project.
- 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 written 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.

GRANTEE

BY: _____
(Signature)

TITLE: _____
(Print Title)

VIII. INSURANCE REQUIREMENTS:

- A. This Contract shall not be executed by County and the Grantee is not entitled to any rights, unless certificates of insurances (or other sufficient proof that the following provisions have been complied with) and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting Grantee's indemnification obligations provided for herein, Grantee shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Grantee, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

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 Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) 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
825 5th Street, Ste 112,
Eureka, CA 95501
(707)445-7745
headwaters@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. 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 Agreement.
7. County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and Grantee shall be required to purchase additional coverage to meet the aggregate limits set forth above.

IX. INDEMNIFICATION

- A. Hold Harmless, Defense and Indemnification. Grantee shall hold harmless, defend and indemnify County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, Grantee's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of County.
- B. Effect of Insurance. Acceptance of insurance required by this Agreement does not relieve Grantee from liability under this provision. This provision shall apply to all claims for damages related to Grantee's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

X. TERMINATION FOR CAUSE

The County, in its sole discretion, may terminate this Agreement immediately upon notice if, in the opinion of the County, Grantee fails to perform 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 and/or available to it under the law, including, but is not limited to, repayment of

grant funds and/or return of equipment purchased, etc. If the Agreement is terminated for cause, the Grantee will repay all grant funds and/or return all assets purchased to the County.

XI. NOTICES

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

Headwaters Fund Director
Economic Development Division
County of Humboldt
825 5th Street, Ste 112, Eureka, CA 95501
(707) 445-7745
headwaters@co.humboldt.ca.us

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

Franklin Richards
Building Lives by Building Structures
36 Campbell Field Ln
Hoopa, CA 95546
(707) 273-2704
frichards294@gmail.com

C. Any and all notice(s) required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the forgoing.

XII. MISCELLANEOUS

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

B. General Legal Requirements. Grantee hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the terms and conditions of this Agreement.

C. Relationship of Parties: It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that Grantee shall not be entitled to any benefits to which County employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Grantee shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

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: Grantee hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the terms and conditions of this Agreement throughout the life of the Agreement.
- G. Nuclear Free Humboldt County Ordinance Compliance: Grantee certifies by its signature below that Grantee is not a Nuclear Weapons Contractor, in 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, and its subcontractors, shall not unlawfully discriminate in the provision of services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

Compliance with Anti-Discrimination Laws. Grantee further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

- J. Entire Agreement: This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of

this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of 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. Jurisdiction and Venue: This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure §§ 394 or 395.
- M. Severability: If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- N. No Waiver: The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement. In no event shall any payment by County constitute a waiver of any breach of this Agreement or any default which may then exist on the part of Grantee. Nor shall such payment impair or prejudice any remedy available to County with respect to any breach of default. County shall have the right to demand repayment of, and Grantee shall promptly refund, any funds disbursed to Grantee, which in the judgment of County were not expended in accordance with the terms of this Agreement.
- O. Confidential Information: In the performance of this Agreement, Grantee may receive information which is confidential information under state or federal law. Grantee agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.
- P. Public Works: To the extent the Project, or any part thereof, constitutes a public work under the California Labor Code and/or the Public Contract Code, Grantee will abide by the prevailing wage laws and the contracting requirements of the respective codes. Grantee's indemnification and insurance obligations in favor of County under this Agreement specifically extend to these obligations.
- Q. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- R. Non-Liability of County Officials and Employees. No official or employee of County shall be personally liable for any default or liability under this Agreement.
- S. Attorney's Fees. If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys'

fees on appeal, if applicable. As used herein, the term “prevailing party” means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

- T. Survival of Provisions. The duties and obligations of the parties set forth in Section V – Grant Reporting and Auditing, Section XII(O)– Confidential Information and Section IX – Indemnification shall survive the expiration or termination of this Agreement.
- U. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.
- V. Counterpart Execution. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.
- W. 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: _____

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

DRAFT

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

Project Description

This project will support a workforce development training program focused on completing two affordable homes currently under construction by BLBS at the Hoopa Modular Plant. Students from the BLBS program will be provided hands-on training in carpentry and construction skills while completing of homes intended for sale to the local community. Revenues are reinvested into further projects.

Activities

1. Deliver hands-on workforce training in carpentry and related construction trades to unemployed or underemployed individuals in the Klamath-Trinity region.
2. Coordinate with the Hoopa Valley Tribe to use the Modular Plant facility as the training and construction site.
3. Document participant progress and skill development throughout the training period.
4. Facilitate the sale of the one complete home to generate revenue for future training cycles.

Objectives

1. Provide workforce development training in carpentry and construction to approximately 18 unemployed or underemployed individuals in the Klamath-Trinity region.
2. Completion of the homes located in the Hoopa Modular Plant and engage in future rounds of construction.
3. Strengthen the long-term sustainability of the BLBS training program through revenue generated by the sale of completed homes.
4. Support the development of a skilled local workforce to address the shortage of qualified home builders in rural Humboldt County.

Deliverables

1. One completed small home constructed at the Hoopa Modular Plant.
2. Documentation of participant training, including attendance, skill assessments, and work completed.
3. Timely submission of quarterly reports.
4. Final report outlining project outcomes including, home completion and sale, participant training data (attendance, skill assessment, work completed, etc), and impact on workforce capacity.

Timeline

Date	Milestone
July–August 2025	Select first cohort of eligible participants for Home #1 construction
August 2025	Secure construction, painting, and finishing materials for Home #1
September–December 2025	Complete construction, painting, and finishing of Home #1
October 2025	1. Select real estate agent for Home #1 2. Develop listing and advertising materials
November 2025	Begin marketing and promotion for Home #1
December 2025	Select purchaser for Home #1
January 2026	1. Finalize sale and relocate Home #1 to new site 2. Secure materials for completion of Home #2

EXHIBIT B
Project
Application



Headwaters Competitive Grant Application

Overview



County of Humboldt
Economic Development Division
Headwaters Competitive Award



Thank you for your interest in the Headwaters Grant Fund. As specified in our Charter, our purpose is to:

- a) Support the growth of industry clusters and increase the number of sustainable jobs that pay near or above the median income;
- b) Enhance the quality of life through social and environmental projects that promote healthy communities and protect and enhance the natural environment.

Applications are due no later than 02/01/2025 11:59 PM. Given the fund's current commitments, the annual allocation this year will be \$300,000. Awards generally don't exceed \$75,000, although exceptions may be made for unique projects with exceptional impacts in the Funding Focus area. Awards recommendations are made to the Board of Supervisors and are anticipated to be presented in June of 2025.

This application form, instructions, and information on the Grant Fund may be found on our website at [Headwaters Fund | Humboldt County Economic Development, CA](#)

APPLICATION PACKET CHECKLIST

Please submit the following documents, in pdf format and labeled appropriately.

- ___ Coversheet (Page 1-2 of the Application, attached)
- ___ Narrative (5 pages maximum, 12 point font, 1" margins)
- ___ Project Budget with description of matching funds
- ___ List of members of the Board of Directors
- ___ Up to five letters of support
- ___ Most recent IRS tax status certification (for non-profits only)
- ___ Organization's current annual operating budget
- ___ Project Timeline with milestones and expected completion dates

Please contact Ryan Heitz, Economic Development Coordinator, to discuss any questions about your application by emailing headwaters@co.humboldt.ca.us. Applications must be submitted electronically.

Applications are subject to public records acts and disclosure requirements.

Scoring

Scoring Rubric

The Headwaters Fund Board will use the following rubric to guide its decision-making process; however, it will not solely determine award priorities.

Category	Possible Points
Quality of proposal; likelihood of success	25

Impact of project; community benefit; demonstrated need	40
Sustainability/longevity of outcomes	10
Demonstrated Level of Support	10
Viability/appropriateness of budget; matching funds; use of Headwaters funds	15
Total	100

Application

Date of application
01/31/2025

Contact Information

Contact Person Name
Franklin Richards

Contact Email
frichards294@gmail.com

Contact Address
36 Campbell Field Ln, Hoopa, CA 95546

Contact Person Title
Executive Chairman/Training Curriculum/Instructor

Contact Phone
(707) 273-2704

Organization Information

Organization Name
Building Lives By Building Structure Hoopa 501(c)(3) Non-Profit Organization (BLBS)

Director / CEO
Franklin Richards

Organization Type

(For joint applications select all that apply)

- ☒ Non-profit (e.g., 501(c)(3))
- ☐ California registered unincorporated nonprofit association
- ☐ Government jurisdiction in Humboldt County
- ☐ Tribal Government/Agency
- ☐ Other

Summarize the organization's mission

Building Lives by Building Structure's (BLBS) mission is to provide affordable homes for the Klamath Trinity region by training local youth in the construction trades.

Authorization and Acknowledgement

Authorized representative name *
Franklin Richards

Signature

Authorized representative title
Executive Chairman/Training Curriculum/Instructor

Budget Information

Total current year organizational budget

\$25,000.00

Number of full-time employees

1

Amount of HWF requested

\$75,000.00

Total project cost

\$625,000.00

Grant timeline: start

Please provide the timeline of Headwaters Funds to be utilized
08/01/2025

Grant timeline: end

06/30/2026

Project timeline: start

Please provide the timeline of your project
08/01/2025

Project timeline: end

06/30/2026

Has the organization previously applied for and received Headwaters funding?

☐ Yes ☒ No

Project Information

Project title*

Affordable Modular Home Construction Training

Type of project*

☐ Planning ☒ Implementation ☐ Technical Assistance

Implementation: Total project cost

\$625,000.00

(Required 50% match)

Please provide a brief summary of the project

how your project aligns with the Humboldt County Comprehensive Economic Development Strategy (CEDS) or benefit base industries

This application will fund a workforce development training program resulting in completion of the two affordable homes that have been partially completed by BLBS students in the Hoopa Modular Plant owned by the Hoopa Valley Tribe. Attached to the application are photos of the homes under construction. One is 60% completed by the students and the other is framed and partially sheathed (15% complete).

BLBS has trained approximately 35 young men and women in home maintenance and construction of small affordable homes within the Klamath-Trinity region since 2020. Students learn and apply carpentry and other construction skills within this program that advances their skill level and careers.

This project implements CEDS Strategy 4a: BUILDING WORKFORCE – TRAINING/EDUCATION

250 words maximum

Which industry is your project working with? (check 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

Strategy being employed to promote economic development (check 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

Narrative

Please answer the questions below. The entire narrative is limited to 5 pages. Answers should be written in 12 point font with 1" margins. For further explanation of the questions, please see the Grant Application Instructions.

1) Provide an overview of your project. Describe the need for your project and what will be achieved (what is the current situation and what is the desired outcome?) How critical is the need? What are possible alternatives? Who is leading the project and who is participating in the project? Will the project be able to proceed without Headwaters funding?

What is the need for your project and what will be achieved (what is the current situation and what is the desired outcome?)

Response: The proposed project will fund a workforce development training program resulting in completion of two small affordable homes that were partially completed by the Building Lives By Building Structure (BLBS) students. These partially completed homes are being constructed in the Hoopa Modular Plant owned by the Hoopa Valley Tribe. Attached to this application are photos of the two homes under construction. One is 60% complete and the other is framed and partially sheathed (15% complete).

The BLBS workforce development program trains men and women in the Carpenter trade. This project will train eighteen (18) men and women who are unemployed/underemployed living within the Klamath-Trinity region. Students learn and apply Carpentry and other construction skills within this program which advances their skill level and careers.

Partnership with the Hoopa Valley Tribe is key to this project. The tribe's Hoopa Modular Plant provides a secure state-of-the-art facility for home construction. The project's short-term success within the grant timeframe will be measured by:

- 1) Eighteen (18) men and women who are unemployed/underemployed living within the Klamath-Trinity region will receive workforce training in home construction trades; and
- 2) The two unfinished homes will be completed. Once completed these two homes will be sold at a competitive market value to fund workforce development training offered by BLBS and material costs for future housing projects.

Long-term success will sustain the BLBS workforce development training program, which will be largely funded by the sale of future housing projects. Long-term success also includes a skilled workforce to sustain home construction, increase in job and career opportunities and competitive wages.

How critical is the need?

Response: A sufficient qualified workforce is key to business development and economic growth. Humboldt County has a shortage of qualified home builders which elevates the cost of housing locally. This problem is particularly acute in the remote rural parts of the County, including the Hoopa Valley Reservation. The most recent Humboldt County Comprehensive Economic Development Strategy documents a recent employer survey, which indicates that many organizations experience hiring difficulties due to:

- Insufficient Number of Applicants (66%)
- Candidates Lack Relevant Work Experience (70%)
- Candidates Lack Hard/ Soft Skills (49%)

What are possible alternatives?

Response: If adequate funding becomes an issue, BLBS will sell the nearly finished home - "Home #1" "as is" to obtain adequate funding to complete the largely unfinished home - "Home #2".

Who is leading the project and who is participating in the project?

Response: BLBS will lead the project. The Hoopa Valley Tribe will be participating in this project by providing building space to BLBS in the Modular Plant as an in-kind match for the grant funding.

Will the project be able to proceed without Headwaters funding?

Response: Yes, as mentioned above, BLBS' backup plan is to finish the project through donations and fundraising.

2) Describe the impact of your project. Who is impacted? Who benefits (directly and indirectly)? What will be the effect of the impact? How will you measure the impact?

Describe the impact of your project. Who is impacted? Who benefits (directly and indirectly)? What will be the effect of the impact?

Response: Eighteen or more unemployed/under-employed Native Americans living on the Hoopa Valley Reservation, who complete the workforce training through this

project will benefit from learning and obtaining hands-on experience within the construction trades. BLBS is strategically targeting 16-24 year-olds due to the lack of employment opportunities. The Hoopa Valley Reservation has a 28% unemployment rate, more than double the national rate. This project will provide a pathway for career success. Once the program meets its goal as self-sustainability, additional jobs and training will be created. Indirectly, Humboldt County businesses, which sell materials for the BLBS project will benefit as well.

How will you measure the impact?

Response: The project will be measured by:

- 1) Eighteen (18) men and women who are unemployed/underemployed living within the Klamath-Trinity region will not only receive workforce development training in the home construction trades; but the participants will complete the necessary hours to be eligible as an apprentice.
- 2) Construction of two homes will be completed. Upon completion, the two homes will be sold at a competitive market value.

3) Describe the timing of your project. When will the work occur? Are there phases? If so, which phase is included in this proposal. When will the work be completed?

Describe the timing of your project. When will the work occur? Are there phases? If so, which phase is included in this proposal. When will the work be completed?

Response: Listed below is the description of the project timeline:

Phase 1: Complete construction and sale of Home #1

- 1) Select cohort of eligible participants to perform the construction (7/2025 - 8/2025).
- 2) Secure all construction, painting, and finishing materials (8/2025).
- 3) Complete construction, painting and finishing of Home #1 (9/2025 - 12/2025).

Phase 2: Sell Home #1 involves the following steps:

- 1) Selection of real estate agent (10/2025).
- 2) Develop listing/advertising materials (10/2025).
- 3) Marketing and promotion (11/2025)
- 4) Selection of purchaser (12/2025)
- 5) Finalize sale and move the home to the new site (1/2026)

Complete construction and sale of Home #2

Phase 3: Complete construction and sale of Home #2

- 1) Select cohort of eligible participants to perform the work (11/2025 - 12/2025).
- 2) Secure all construction, painting, and finishing materials to complete Home #2 (1/2026).
- 3) Complete construction, painting and finishing of Home #2 (2/2026 - 7/2026).

Selling Home #2 involves the following steps:

- 1) Selection of real estate broker (9/2026).
- 2) Develop listing/advertising materials (9/2026).
- 3) Marketing and promotion (10/2026)
- 4) Selection of purchaser (11/2026)
- 5) Finalize sale and move the home to the new site (12/2026)

4) Describe how this project (or the outcome) will be sustained into the future.

Describe how this project (or the outcome) will be sustained into the future.

Response: BLBS has committed Board Members who fully support the mission and vision of the program by volunteering their time to assist the BLBS trainer and operations. Additionally, the Hoopa Valley Tribe also is committed by providing free rent for the use of the Hoopa Modular Plant and by providing financial resources for its tribal members who are part of the program. As mentioned previously, the sale of the two homes and future construction projects will allow the continuation, acceleration and expansion of the workforce development program, resulting in a skilled workforce allowing an increase in jobs and competitive wages in the region.

5) Describe the resources that are needed and/or will be used for this project. Will the project bring in resources or funding from outside Humboldt County, either as part of the project, or as a result of the project?

Describe the resources that are needed and/or will be used for this project.

Response: BLBS will be using building materials to complete the homes. BLBS board members, staff and volunteers are needed to sustain operations of the workforce development program. This includes cohort recruitment, fundraising, tools and instruction. This is key for future jobs and career opportunities with competitive wages. Will the project bring in resources or funding from outside Humboldt County, either as part of the project, or as a result of the project?

Response: The Hoopa Valley Tribe is partially funded by the United States Federal Government. Some of the resources to maintain the modular plant are from Federal Government funding.

6) Describe the workforce impacts of this project? Will the project create work/employment opportunities? How many workers are impacted and in what ways? Are new jobs created?

Describe the workforce impacts of this project? Will the project create work/employment opportunities? How many workers are impacted and in what ways? Are new jobs created?

Response: As mentioned earlier, eighteen or more unemployed/under-employed Native Americans living on the Hoopa Valley reservation, who complete the workforce training through this project will benefit from learning and obtaining hands-on experience within the construction trades. BLBS is strategically targeting 16-24 year-olds due to the lack of employment opportunities for this population. This project will provide a pathway for career success. The students that complete the program will have the ability to achieve direct entry into the Carpenters Union as Union Carpenters Apprenticeship with local #751.

7) Describe who supports this project and in what ways?

Describe who supports this project and in what ways?

Response: Over the past four years, BLBS has garnered support from the local community and surrounding tribes within the region. BLBS has provided free and low-cost labor to veterans and homeowners who lack the financial capacity for a general contractor. The Hoopa Valley Tribe also supports the program by providing free rent for the use of the Hoopa Modular Plant and by providing financial resources for its tribal members who are part of the program. Additionally, the BLBS board members continue to support the project and activities by volunteering their time to provide support to the BLBS volunteers and staff which also includes fundraising.

8) Describe the financial structure for this project. What is the total cost? What are the sources of funding/matching funds? How specifically will Headwaters funds be used?

Describe the financial structure for this project.

Response: The Hoopa Valley Tribe is donating the workspace for classes and hands-on training. The materials, tools and supplies used to construct the homes to date have been funded through donations and fundraising by BLBS Board members. When BLBS lacks the funding for teaching classes, BLBS volunteers and staff teach classes at no cost.

What is the total cost?

Response: The total project cost is approximately \$625,000 which includes \$440,000 for the use of the Hoopa Modular Plant where the classes are taught and the homes are constructed.

What are the sources of funding/matching funds?

Response: The workspace provided by the Hoopa Valley Tribe is a match valued at \$10,000 per month. The tribe has provided the match for the past two years, and they have agreed to continue to provide that match through the timeline of the proposed project grant. Franklin Richards, BLBS Executive Director, is the instructor of the workforce development training program. Franklin has donated his time to provide instruction to several cohorts over the past two years which is a match valued at \$5,000 per year. Presently, Home #1 is 60% completed, which is a match valued at \$45,000. Home #2 is 15% completed, which is a match valued at \$11,250. Costs for construction of these homes have been supported by donations and fundraising activities by BLBS Board members and staff. Proceeds from the sale of Home #1 will be used as a match for the remaining materials and supplies costs for completing Home #2.

How specifically will Headwaters funds be used?

Response: Headwaters' funds will be used to purchase the materials needed to finish Home #1 and Home #2, so they are ready for sale. Headwaters funds will also be used to purchase a car hauling trailer to enable BLBS to move the modular homes offsite when they are sold.

9) Complete the budget template to demonstrate the financial structure.

See attached.

10) Describe how you will acknowledge the Headwaters Fund in your work.

Describe how you will acknowledge the Headwaters Fund in your work.

Response: Once the proposed project is awarded, BLBS will provide a press release which will be distributed via website, the Hoopa Valley Tribe and other tribes in the surrounding region and in the local Two Rivers Tribune newspaper. All advertisements for the sale of the constructed homes will acknowledge the Headwaters Fund. Teaching materials for the cohorts will also acknowledge the Headwaters Fund.

Attachments

Required Attachments

Please attach the following after the project narrative

Project Budget

use the budget format outlined below and include a description of match sources.

BLBS Budget for HWF application.pdf

41.63KB

(PDF preferred) max file size 10 MB

Expand to see Sample Project Budget Format



Click here to download Sample Project Budget: [Project_Budget_Template.xlsx](#)

SAMPLE PROJECT BUDGET FORMAT

Use the following format for your project budget submittal. You may modify this form to meet your project's needs. For major expenses, please be specific.

***Match Sources** - list all other funding sources for this project. For each source, list whether the amount is received, committed, application pending, or not yet solicited.

Project Expense Item	Total Cost (\$)	Requested Amount from HWF	Matching Funds Amount	Source of Matching Funds*
<i>Example: Travel</i>	<i>5,000</i>	<i>2,000</i>	<i>3,000</i>	<i>United Way Grant</i>
Direct Salaries & Wages (breakdown by individual position & indicate full or part-time)				
Staff 1:				
Staff 2:... etc.				
Sub-total: all Direct Salaries & Wages				

Governance

List of your board of directors or council members.

BLBS Board Member List.pdf

29.83KB

(PDF preferred) max file size 10 MB

Support Letters

attach documentation of collaboration and/or project need in the form of up to 5 Letters of Support, Letters of Partner Commitment, and/or Memoranda of Understanding.

BLBS Letter of Support_Backman.pdf

78.03KB

BLBS Letter of Support HomeContained - 1-28-25.pdf

53.23KB

BLBS letter of support from Lisa Sundberg.pdf

83.6KB

BLBS letter of support from KTJSD.pdf

1.08MB

BLBS Letter of Support - Elements of Earth and Energy - 1-26-2025.pdf

299.54KB

(PDF preferred) max file size 10 MB - up to 5 attachments

IRS tax status certification

most recent (for non-profits only)

BLBS IRS Tax Status Certification letter.pdf

713.68KB

(PDF preferred) max file size 10 MB

Annual operating budget

BLBS Annual Operating Budget 2024.pdf

425.58KB

(PDF preferred) max file size 10 MB

Timeline with expected project milestones and completion dates

sample below

Expand to see Sample Timeline



Click here to download Sample Project Timeline: [Timeline_Template.xlsx](#)

Timeline Sample

Date	Milestone
01/20/2024	Traffic Study
04/05/2024	Conceptual utility and infrastructure master plan

Optional Attachments

Resumes

brief resumes of key personnel

BLBS Board Member bios.pdf

38.46KB

(PDF preferred) max file size 10 MB

Market Analysis

(PDF preferred) max file size 10 MB

Business Plan

(PDF preferred) max file size 10 MB

Associated Research

(PDF preferred) max file size 10 MB

EXHIBIT C
Project Budget

Project Expense Item	Total Cost (\$)	Requested Amount from	Matching Funds Amount (\$)	Source of Matching Funds
Direct Salaries & Wages (breakdown by individual position & indicate full or part time)				
Frank Richards, Instructor (full-time)	20,000		20,000	Catalyst RRRise Grant
Staff 2:... etc.				
Sub-total: all Direct Salaries & Wages	20,000		20,000	Catalyst RRRise Grant
Benefits & Payroll Taxes	7,000		7,000	Catalyst RRRise
Consultant, contractor or professional fees (specify)				
Travel (describe)				
Equipment (specify): Car trailer to haul modular home sections	8,000	8,000		
Materials and Supplies: Appliances, mini splitter for home #1 and #2	22,000	22,000		
Other (describe): use of the Hoopa Modular plant (\$10,000/month for past two years continuing to 8/1/2026)	440,000		440,000	Hoopa Valley Tribe
Total Project Cost	497,000	30,000	467,000	
% of Total Project Cost		6.04%		

EXHIBIT D

Funds Request Form

Section 1									
Headwaters Fund - Grant Funds Request Form									
Grantee Recipient: _____ E-Mail Address: _____					Grant No.: _____				
Make Payment To: _____					Preparer: _____				
Address: _____					Title: _____				
City: _____					Phone: _____				
Zip Code: _____					Grant Agreement Start Date: _____				
					Grant Agreement Expiration Date: _____				
Funds CANNOT be paid past the Expiration Date. Notify HWF Staff at least 90 days prior to this date to request an extension.									

Section 2									
Payment Request Number: _____									
Quarterly Reporting Period From: _____ To: _____									
Contract Activities per Approved Budget	Budget Category From Approved Project Budget	HWF Approved Budgeted Amount	HWF Amount Requested in Prior Periods	HWF Funds Requested in This Period	Total HW Funds Requested to Date	HWF Balance Remaining	Cash Match Budgeted	Cash Match Spent to Date	Cash Match Still Required
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Total Payment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(10% Retention - will be held from final payment pending final report)									

Section 3	
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.	
Print Name: _____	Title: _____
Authorized Signature: _____	Date: _____

Section 4	
Headwaters Fund Approval	
Headwaters Fund Address: 520 E Street, Eureka, CA 95501	
Print Name: <u>Kenneth R Spain</u>	Title: <u>Executive Director</u>
Authorized Signature: _____	Date: _____
Revised 02-18-2021	

*An excel version of this document will be provided via email.

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: _____

Organization: _____ Preparer: _____ Grant No.: _____

Address: _____ Title: _____ Grant Start Date: _____

_____ Phone: _____ Grant End Date: _____

Phone: _____ email: _____

Please respond to the following prompts on an additional page, provide as much detail as necessary:

Project Successes to Date:

Describe your successes on the project so far. What milestones have been achieved? What outcomes are already visible?

Timeline and Budget Status:

Are grant activities proceeding according to the original timeline and budget?

If not, please address the following:

- List any activities that are delayed or have exceeded cost projections.
- Include any proposed revisions to the timeline or budget, including new estimated dates or budget reallocations.
- Explain how delays or overages are affecting overall project progress or outcomes.

Challenges or Unforeseen Issues

Describe any problems or unforeseen circumstances encountered during project implementation. How are you addressing these issues? Are there specific actions or support that the Headwaters Fund staff can provide to assist?

Additional Information

Is there anything else that the Headwaters Fund Board or staff should know about your project at this stage? This may include upcoming risks, pending decisions, key partnerships, or planned outreach and media efforts.

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:

Project Title:

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

1. Economic Impact Strategy:

- Describe your original plan for improving the local economy.
- What specific need or issue did your project seek to address?
- What was your overall strategy or theory of change?

2. Outcomes & Problem Solving:

- Were you successful in filling the need or solving the problem you set out to address?
- If yes, explain how.
- If no, explain why and what was learned.

3. Job Creation:

- How many jobs were created or retained as a result of this project?
- Please include both direct and indirect jobs if applicable.
- Specify full-time vs. part-time or seasonal if relevant.

4. Challenges & Solutions:

- What were the primary challenges you encountered during the project, and how did you address them?

5. Partnerships & Testimonials:

- Which industries, businesses, or organizations did you work with?
- Please include names and sectors.
- Attach any testimonials, quotes, or letters of support that speak to the project's impact on these partners.

6. Measurable Objectives:

- Based on your economic development strategy, what were your specific measurable objectives?
- Were these objectives achieved?
- Please include quantitative data (e.g., number of businesses supported, square footage improved, individuals trained, etc.)

7. Leveraged Funds:

- Did this project leverage outside funding?
- If yes, how much additional funding was brought into the area as a result of this project?
- Please list funding sources and amounts.

8. Export Potential or Knowledge Development:

- Did your project result in the creation of knowledge, products, or services that can be marketed or sold outside the area?
- If yes, describe what was developed and outline its potential market or export value.

9. Lasting Benefits:

- What are the long-term or lasting benefits of the project?
- Please describe both quantitative benefits (e.g., revenues generated, workforce pipeline improvements) and qualitative benefits (e.g., improved community cohesion, innovation culture).

10. Sustainability & Continuity:

- How do you plan to continue or build upon the work started by this project?
- Include details about funding, partnerships, or expanded activities.

11. Experience with Headwaters Fund:

- What comments do you have about your experience working with the Headwaters Fund and its staff?
- Suggestions for improvement are welcome.

12. Additional Comments:

- Do you have any other comments or reflections about the project or the funding experience?

13. Media, Recognition, & Publicity:

- Please attach any press releases, media coverage, or promotional materials produced about your project.

- If applicable, describe how you have recognized the Headwaters Fund's support (e.g., signage, social media, events).

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: _____

DRAFT

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 or 707-445-7745 with any questions or for assistance in implementing this policy.

**GRANT AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT, HEADWATERS FUND
AND
HUMBOLDT FISHERMEN'S MARKETING ASSOCIATION**

Contract #25-GF-03

This Agreement is made and entered into this first day of May, 2025 by and between the County of Humboldt, Headwaters Fund, a political subdivision of the State of California (hereinafter called "the County") and the Humboldt Fishermen's Marketing Association, a 501 (c) 3 Non-profit 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 April 8, 2025 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 July 1, 2025, 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

Grantee shall utilize the grant funds that will support the purchase of a forklift. (the "Project"). The specific tasks to be carried out are set forth in Exhibit A- Scope of Work (to include activities, objectives and deliverables) and Exhibit B (Grantee's grant proposal), both of which are attached hereto and incorporated in full herein.

II. AWARD AMOUNT AND DISBURSEMENT

- A. County agrees to pay Grantee from the Headwaters Fund a sum not to exceed Thirty Five Thousand Dollars (\$35,000) 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 in full by reference. Grantee shall bear the responsibility for any Project costs in excess of \$35,000.
- 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. TERM

- A. This Agreement shall commence on the date indicated above and shall terminate on June 30, 2026 unless extended by the written agreement of the parties or sooner terminated as provided for herein.

IV. GRANT MODIFICATIONS

- A. Deviations of any single category proposed in the line-item budget must receive written approval of the County at the following levels of approval:
 - 1. Headwaters Fund Executive Director may adjust changes in grant timelines, activities, and partners that are consistent with original Project goals, target populations, and geographical focus. Headwaters Fund Executive Director may approve budget changes under \$10,000 in aggregate.
 - 2. The Headwaters Fund Board must approve changes in Project goals, target population, and geographic focus. Budget changes of \$10,000 in aggregate 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 Coordinator. The request must be submitted at least forty-five (45) days prior to the expiration date of the grant. The request must explain the need for the extension and include an estimate of the unobligated funds remaining and a plan for their use.

Unobligated funds remaining at the expiration of the grant is not sufficient justification for an extension. The plan must adhere to the previously approved objectives of the Project.

V. GRANT REPORTING AND AUDITING

A. Reporting

1. Grantee will submit Quarterly Reports to Headwaters Staff. Each of these reports covers three months of the calendar year and is due thirty days after the end of the quarter (April 30, July 31, October 31, January 31). Reporting will begin after the first full quarter after the start date of the contract (i.e. if the contract start date is February 1, the first Quarterly Report is not due until July 31). Failure to provide up to date reports may result in termination of the award or a hold to your payment until all reports are up to date and submitted. 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 four years from the end of this Agreement's term. In the event the term of this grant is extended under Paragraph III of this Agreement, the County's rights and obligations under this provision shall be extended for the same period of time.

VI. GRANT EVALUATION

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

VII. FUNDER RECOGNITION AND MEDIA RELEASE

- A. Grantee shall identify The Headwaters Fund as a support organization on all published material relating to the subject matter of the award for the life of the program or project.
- 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 written 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.

GRANTEE

BY: _____
(Signature)

TITLE: _____
(Print Title)

VIII. INSURANCE REQUIREMENTS:

- A. This Contract shall not be executed by County and the Grantee is not entitled to any rights, unless certificates of insurances (or other sufficient proof that the following provisions have been complied with) and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting Grantee's indemnification obligations provided for herein, Grantee shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Grantee, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

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 Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) 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
825 5th Street, Ste 112,
Eureka, CA 95501
(707)445-7745
headwaters@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. 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 Agreement.
7. County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and Grantee shall be required to purchase additional coverage to meet the aggregate limits set forth above.

IX. INDEMNIFICATION

- A. Hold Harmless, Defense and Indemnification. Grantee shall hold harmless, defend and indemnify County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, Grantee's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of County.
- B. Effect of Insurance. Acceptance of insurance required by this Agreement does not relieve Grantee from liability under this provision. This provision shall apply to all claims for damages related to Grantee's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

X. TERMINATION FOR CAUSE

The County, in its sole discretion, may terminate this Agreement immediately upon notice if, in the opinion of the County, Grantee fails to perform 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 and/or available to it under the law, including, but is not limited to, repayment of

grant funds and/or return of equipment purchased, etc.. If the Agreement is terminated for cause, the Grantee will repay all grant funds and/or return all assets purchased to the County.

XI. NOTICES

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

Headwaters Fund Director
Economic Development Division
County of Humboldt
825 5th Street, Ste 112, Eureka, CA 95501
(707) 445-7745
headwaters@co.humboldt.ca.us

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

Harrison Ibach
Humboldt Fishermen's Association
2 Commercial St.
Eureka, CA 95501
(707) 443-2993
patrickc@hafoundation.org

C. Any and all notice(s) required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the forgoing.

XII. MISCELLANEOUS

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

B. General Legal Requirements. Grantee hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the terms and conditions of this Agreement.

C. Relationship of Parties: It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that Grantee shall not be entitled to any benefits to which County employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Grantee shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

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: Grantee hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the terms and conditions of this Agreement throughout the life of the Agreement.
- G. Nuclear Free Humboldt County Ordinance Compliance: Grantee certifies by its signature below that Grantee is not a Nuclear Weapons Contractor, in 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, and its subcontractors, shall not unlawfully discriminate in the provision of services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

Compliance with Anti-Discrimination Laws. Grantee further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

- J. Entire Agreement: This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of

this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of 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. Jurisdiction and Venue: This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure §§ 394 or 395.
- M. Severability: If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- N. No Waiver: The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement. In no event shall any payment by County constitute a waiver of any breach of this Agreement or any default which may then exist on the part of Grantee. Nor shall such payment impair or prejudice any remedy available to County with respect to any breach of default. County shall have the right to demand repayment of, and Grantee shall promptly refund, any funds disbursed to Grantee, which in the judgment of County were not expended in accordance with the terms of this Agreement.
- O. Confidential Information: In the performance of this Agreement, Grantee may receive information which is confidential information under state or federal law. Grantee agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.
- P. Public Works: To the extent the Project, or any part thereof, constitutes a public work under the California Labor Code and/or the Public Contract Code, Grantee will abide by the prevailing wage laws and the contracting requirements of the respective codes. Grantee's indemnification and insurance obligations in favor of County under this Agreement specifically extend to these obligations.
- Q. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- R. Non-Liability of County Officials and Employees. No official or employee of County shall be personally liable for any default or liability under this Agreement.
- S. Attorney's Fees. If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys'

fees on appeal, if applicable. As used herein, the term “prevailing party” means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

- T. Survival of Provisions. The duties and obligations of the parties set forth in Section V – Grant Reporting and Auditing, Section XII(O)– Confidential Information and Section IX – Indemnification shall survive the expiration or termination of this Agreement.
- U. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.
- V. Counterpart Execution. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.
- W. 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: _____
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

DRAFT

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

Project Description

The HFMA Offloading Services Project will provide affordable offloading services to commercial seafood buyers, enabling local fishermen to negotiate fairer prices for their catch while reducing overhead costs.

Activities

1. Procure a CARB-compliant propane forklift suitable for dock and market operations.
2. Integrate forklift use into daily operations on the dock, including handling of crab, bait, and fishing equipment.
3. Utilize the forklift to support setup, breakdown, and product movement for the Fishermen's Dockside Market.
4. Coordinate with the North Coast Growers Association to align use of shared infrastructure with broader food system goals.

Objectives

1. Improve efficiency and safety of dock operations for loading and unloading seafood, bait, fishing gear, and heavy equipment.
2. Enhance operational support for the Fishermen's Dockside Market through increased logistical capacity.
3. Strengthen collaboration with the North Coast Growers Association to support local food systems and market access.

Deliverables

1. One CARB-compliant propane forklift acquired and fully operational.
2. Forklift integrated into regular dock workflows and market operations.
3. Documented usage plan for forklift outlining support of both dock and market functions.
4. Summary report of collaborative activities with North Coast Growers Association related to shared use and impact.
5. Timely submission of quarterly and final reports.

Timeline

Date	Milestone
05/01/2025	Purchase Equipment: Forklift (down payment)
7/1/2025	Purchase Equipment: Forklift

DRAFT

EXHIBIT B
Project
Application

**Headwaters Competitive Grant Application**



Headwaters Fund

County of Humboldt

**Economic Development Division
Headwaters Competitive Award**



Overview

Thank you for your interest in the Headwaters Grant Fund. As specified in our Charter, our purpose is to:

- a) Support the growth of industry clusters and increase the number of sustainable jobs that pay near or above the median income;
- b) Enhance the quality of life through social and environmental projects that promote healthy communities and protect and enhance the natural environment.

Applications are due no later than 02/01/2025 11:59 PM. Given the fund's current commitments, the annual allocation this year will be \$300,000. Awards generally don't exceed \$75,000, although exceptions may be made for unique projects with exceptional impacts in the Funding Focus area. Awards recommendations are made to the Board of Supervisors and are anticipated to be presented in June of 2025.

This application form, instructions, and information on the Grant Fund may be found on our website at [Headwaters Fund | Humboldt County Economic Development, CA](#)

APPLICATION PACKET CHECKLIST

Please submit the following documents, in pdf format and labeled appropriately.

- ____ Coversheet (Page 1-2 of the Application, attached)
- ____ Narrative (5 pages maximum, 12 point font, 1" margins)
- ____ Project Budget with description of matching funds
- ____ List of members of the Board of Directors
- ____ Up to five letters of support
- ____ Most recent IRS tax status certification (for non-profits only)
- ____ Organization's current annual operating budget
- ____ Project Timeline with milestones and expected completion dates

Please contact Ryan Heitz, Economic Development Coordinator, to discuss any questions about your application by emailing headwaters@co.humboldt.ca.us. Applications must be submitted electronically.

Applications are subject to public records acts and disclosure requirements.

Scoring

Scoring Rubric

The Headwaters Fund Board will use the following rubric to guide its decision-making process; however, it will not solely determine award priorities.

Category	Possible Points
Quality of proposal; likelihood of success	25

Impact of project; community benefit; demonstrated need	40
Sustainability/longevity of outcomes	10
Demonstrated Level of Support	10
Viability/appropriateness of budget; matching funds; use of Headwaters funds	15
Total	100

Application

Date of application
01/19/2025

Contact Information

Contact Person Name
Ashley Vellis

Contact Person Title
Association Member

Contact Email
ashleysseafood@gmail.com

Contact Phone
707-498-4524

Contact Address
275 Rock Pit Road Fieldbrook, Ca. 95519

Organization Information

Organization Name
Humboldt Fishermen's Marketing Association

Director / CEO
Harrison Ibach/ Board President

Organization Type

(For joint applications select all that apply)

- ☒ Non-profit (e.g., 501(c)3)
- ☐ California registered unincorporated nonprofit association
- ☐ Government jurisdiction in Humboldt County
- ☐ Tribal Government/Agency
- ☐ Other

Summarize the organization's mission

The Humboldt Fishermen's Marketing Association is a 501(c)3 nonprofit organization representing commercial fishermen of Humboldt Bay. It is a member-led organization that meets to communicate seafood price, industry regulations, safety training, and retrieval programs for lost gear. Our Association is very active on a state and national level regarding offshore wind, dungeness crab regulations, advocating for salmon and rockfish conservation and changes to allowed fishing opportunities at sea. As we look forward to the future of maintaining our local industry, HFMA is looking at ways in which we can support our members with changes in markets, climate, and both on and offshore wind development impeding on active fishing grounds and port infrastructure.

Authorization and Acknowledgement

Authorized representative name *
Harrison Ibach

Authorized representative title
President

Signature

Budget Information

Total current year organizational budget

\$87,580.85

Number of full-time employees

2

Amount of HWF requested

\$35,000.00

Total project cost

\$70,000.00

Grant timeline: start

Please provide the timeline of Headwaters Funds to be utilized
03/01/2025

Grant timeline: end

12/31/2026

Project timeline: start

Please provide the timeline of your project
03/01/2025

Project timeline: end

12/31/2026

Has the organization previously applied for and received Headwaters funding?

☒ Yes ☐ No

If yes, please explain when, how much funding was awarded, and for what purpose

We have not applied directly but RREDC applied for micro grant funds for our Fishermen's Dockside Market project. The Dockside project supports our organization and its members. The Dockside Market Project is being organized by North Coast Growers Association and Ashley's Seafood.

Project Information

Project title*

HFMA Offloading Services

Type of project*

☐ Planning ☒ Implementation ☐ Technical Assistance

Implementation: Total project cost

\$70,000.00

(Required 50% match)

Please provide a brief summary of the project

how your project aligns with the Humboldt County Comprehensive Economic Development Strategy (CEDS) or benefit base industries

HFMA Offloading Services Project will offer affordable offloading to commercial seafood buyers allowing fishermen to negotiate prices for their catch with lower overhead fees. This will generate a larger amount of income to local fishermen and less to larger companies where companies charge more to the fishermen, extracting more income out of our rural region. Offering lower offloading fees will entice more seafood companies to buy more of our sustainably caught seafood direct from the fishing fleet which in Humboldt County has always been less than any other port coast wide due to a monopoly on hoist access. In addition to financial resiliency to our fishing fleet, our project aligns with the Fishermen's Dockside Market and the integration with the North Coast Growers Association Food Hub and distribution program. Our partnership will allow access to hoists, freezers, and forklifts to support their work in our food systems and food security for our community.

250 words maximum

Which industry is your project working with? (check 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
- ☒ Other
 - Seafood and Distribution

Strategy being employed to promote economic development (check 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

Narrative

Please answer the questions below. The entire narrative is limited to 5 pages. Answers should be written in 12 point font with 1" margins. For further explanation of the questions, please see the Grant Application Instructions.

1) Provide an overview of your project. Describe the need for your project and what will be achieved (what is the current situation and what is the desired outcome?) How critical is the need? What are possible alternatives? Who is leading the project and who is participating in the project? Will the project be able to proceed without Headwaters funding?

HFMA launched this project after a slew of events that took place in 2024. First was the abrupt closure of Pacific Choice laying off 73 of their employees early in the 2024 season. Pacific Choice is one of our 3 localized crab buyers. Second, private companies having a monopoly on local hoists in the area resulted in less price per pound paid to the fishermen due to higher than normal offloading fees from another localized buyer. In addition to monopoly's, and seeing the cost of everything increasing, our ice plant operators, Pacific Choice, increased the price of our flake ice from \$90/ton to \$350/ton. This ice machine was paid for (\$500,000) by County of Humboldt Headwaters grant and (\$300,000) City of Eureka tax funding, to maintain jobs after a private business closed. HFMA has put together a working group of board members and members along with the employment of Jeff Huffman, hired to manage the program with 47 years of industry experience, to collectively navigate the program in the best interest of the commercial fishermen, both members and non-members. Without the support of Headwaters funding our operations will continue to move forward and we will continue to request support from our community partners. Without our organization providing our Offloading Services we are restricting the resiliency of the industry within our port as we navigate the decline in infrastructure, fishing grounds, fishing regulations, marketing changes, loss of localized seafood buyers, and more.

2) Describe the impact of your project. Who is impacted? Who benefits (directly and indirectly)? What will be the effect of the impact? How will you measure the impact?

Our Hoist Offloading Services will support the HFMA members providing income to the association to help pay for overhead costs and supportive services that are vital for the fleet such as safety support, hoist access, and affordable bait. Members and non-members will be able to receive competitive wages for seafood as the staff and working group negotiate prices with incoming buyers for fair market value to any fishermen being offloaded under our hoists. Our project will support our partnership with the North Coast Growers Association and their support to develop our Humboldt Fishermen's Dockside Market and their Food Hub Operations, allowing networking for seafood distribution into our local schools, university, assisted living facilities and tribes. Uniting our food industries will support community food resilience including support for a regional cold storage facility.

3) Describe the timing of your project. When will the work occur? Are there phases? If so, which phase is included in this proposal. When will the work be completed?

We are planning our project timeline in a 2 year phase. Phase 1 will be for equipment purchases and permitting. Phase 2 will be constructing infrastructure for a covered awning over our working dock. We are working with the City of Eureka to determine what will be needed for permitting from the City and Coastal Commission for an awning. During this time we are being open to the potential of any changes in waterfront tenants leaving existing infrastructure that we are able to be flexible in utilizing existing infrastructure.

4) Describe how this project (or the outcome) will be sustained into the future.

The hoist fees charged to the offloading company/or fishermen will cover the cost of the operation which includes rent, utilities, wages, and servicing equipment. Fishermen will be paid competitive wages and be charged less for bait in an effort to keep fishing a viable career in our port. This project will help maintain the value of the seafood, which will keep fishermen working and dollars local. By our local association providing this service we are employing 4 part time dockworkers, paying more to local fishermen that employ local crewmen, who sell their seafood to local restaurants and community members. This project is a stepping stone in the direction of having a localized resilient food system, vital to Humboldt and surrounding counties

5) Describe the resources that are needed and/or will be used for this project. Will the project bring in resources or funding from outside Humboldt County, either as part of the project, or as a result of the project?

HFMA has a strong relationship with our port associations coast wide. We are actively communicating with Crescent City's port association regarding our Hoist Offloading Services Project as they are experiencing similar hardships with the loss of their flake ice operators and seafood buyers. Both ports feel as though the HFMA Offloading Service's Project has helped Crescent City commercial fishermen maintain a higher price because our project brings healthy competition to our rural area. Our Dockside Market partner - NCGA and Ashley's Seafood have been actively networking together with the Noyo Harbor Fuel Dock and Del Norte Sea to Market Project through the development of their projects and we are working towards supporting each others efforts in strengthening our ports and food systems. Our goal is to make local sustainably caught seafood accessible to the community through our partnership with NCGA and be an example to other ports of the possibilities when we strengthen local food systems through collaboration. We are actively working with the Humboldt Bay Harbor and Conservation District for matching funds from their grant that they received for a CBA agreement. We currently have a promise for \$5000 and the Harbor District staff are working on a plan for distributing CBA funds for the full \$35,000 in match funding. We are actively working on additional forms of matching funds in case the Harbor District is not able to assist our project with the full match: We have secured a 1200 IN KIND match from an anonymous donor to apply towards our dock crew safety vests. In addition to our secured funds we are waiting to hear back from the following: As part of Redwood Region Rise, North Coast Growers Association's Catalyst application for their North Coast Food Systems Network, we are expecting to receive \$5000.00 to help fund supporting implementation for the Humboldt Fishermen's Dockside Market from their \$75,000 project ask. We are working with California Sea Grant for collaborative support for our Offloading Service's, hoping to use our project as an opportunity to share with other ports through their network and we plan to partner with Ashley's Seafood and NCGA with a grant through the Coastal Conservancy to strengthen our food systems. As a result of our project, we will bring seafood buyers from all over to buy seafood from our Offloading Service. Our buyers are distributing our seafood all over the world, and our services are able to keep these dollars locally by growing and maintaining our workforce, helping our fishermen increase their income, and circulating profits back into securing our future and success in the fishing industry.

6) Describe the workforce impacts of this project? Will the project create work/employment opportunities? How many workers are impacted and in what ways? Are new jobs created?

HFMA is directly employing 4 part time employees during the Dungeness Crab season. Indirectly we support the increase of all crew wages. Captains and crew wages are based off the total value of seafood caught. Currently HFMA Offloading Services is able to pay equal to or higher prices than all localized seafood buyers are offering. With this increase in price per pound it directly impacts the entire crew's wages. Our prices are always fluctuating up and down based off the market price so this average is subject to change. Making the average salary of a crew increase will encourage people seeking work in the fishing industry. We hope to maintain/grow our staff in the future to full time positions as we develop our program and our distribution networks with our community partners.

7) Describe who supports this project and in what ways?

We have received support and funding from the Northern California Fishermen's Cable Committee to purchase equipment to start the Offloading Services Project. We have received additional support and guidance from our members of HFMA, NCGA, City of Eureka, Pacific Coast Federation of Fishermen's Association, Crescent City's Marketing Association, Noyo Harbor District, and Humboldt Bay Harbor and Conservation District. We have received overwhelming support for our project from our buyers who have promised commitment to purchase seafood from us when we need to them to: Anna's Seafood Santa Rosa, Fathom Seafood Tacoma WA., Ocean King Los Angeles, Southern California Seafoods Watsonville, and Tucker Seafoods of Los Angeles.

8) Describe the financial structure for this project. What is the total cost? What are the sources of funding/matching funds? How specifically will Headwaters funds be used?

The anticipated total cost of HFMA Hoist Offloading Services Project is \$100,600. Our Association was able to purchase \$18,600 in existing equipment from a previous tenant on the dock, in addition to a \$12,000 donation from the North Coast Fishermen's Cable Committee to launch our operations. We are applying for \$35,000 from the Headwaters Grant to purchase a CARB compliant propane forklift that will not only service our needs on the dock with loading and unloading crab, moving bait and heavy equipment and fishing gear, but it will help service our Fishermen's Dockside Market in partnership with North Coast Growers Association. Humboldt Bay Harbor and Conservation District is promising \$5000 and intending to match remaining match funding once they receive a grant that will support tenants impacted by offshore wind development. We should know more on this match in March 2025. Matching funds will be used to purchase the remaining equipment, that we are currently barrowing from our association members and seafood buyers. We are receiving additional support from an anonymous donor for our request for Inflatable vests in the amount of \$1200.00. Please see attached timeline of the project. The future financial structure of our project will supported from the fees charged to seafood buyers. As of 1/30/2025 have unloaded approximately 300,000 pounds of Dungeness Crab with a gross income of \$61,000 within our first 3 weeks (at .27 per pound). This will slow as the season continues but we project that it will cover the cost of the Offloading Services Project. Our other Association costs will continue to be covered by our member paid dues. Each active member pays up to \$1000.00 in Crab Assessments. Fishermen who unload at the HFMA hoists their Assessments are included. Please see our attachment for our Annual Operating Budget. We project that HFMA Offloading Project will unload approximately 400,000lbs. of crab for the 2025 season.

9) Complete the budget template to demonstrate the financial structure.

Please see attachments that break down our Project Budget and our Annual Operating Budget.

10) Describe how you will acknowledge the Headwaters Fund in your work.

We plan to have a sign on our weigh shed on the dock that displays our operation are is funded and supported by the Headwaters Fund and we plan to describe our project and our community support that Headwaters has offered us through this grant opportunity with any and all media coverage. We truly appreciate the opportunity and thank the board for their time and consideration.

Attachments

Required Attachments

Please attach the following after the project narrative

Project Budget

use the budget format outlined below and include a description of match sources.

(PDF preferred) max file size 10 MB

Expand to see Sample Project Budget Format

Click here to download Sample Project Budget: [Project_Budget_Template.xlsx](#)**SAMPLE PROJECT BUDGET FORMAT**

Use the following format for your project budget submittal. You may modify this form to meet your project's needs. For major expenses, please be specific.

*Match Sources - list all other funding sources for this project. For each source, list whether the amount is received, committed, application pending, or not yet solicited.

Project Expense Item	Total Cost (\$)	Requested Amount from HWF	Matching Funds Amount	Source of Matching Funds*
<i>Example: Travel</i>	<i>5,000</i>	<i>2,000</i>	<i>3,000</i>	<i>United Way Grant</i>
Direct Salaries & Wages (breakdown by individual position & indicate full or part-time)				
Staff 1:				
Staff 2:... etc.				
Sub-total: all Direct Salaries & Wages				
Benefits & Payroll Taxes				
Consultant, contractor or professional fees (specify)				
Travel (describe)				
Equipment (specify)				
Materials and supplies (specify)				
Other (describe)				
Total Project Cost				
% of Total Project Cost		%	%	

Governance

List of your board of directors or council members.

Marketing Assoc. Hoist Operations - Member List .pdf

77.18KB

(PDF preferred) max file size 10 MB

Support Letters

attach documentation of collaboration and/or project need in the form of up to 5 Letters of Support, Letters of Partner Commitment, and/or Memoranda of Understanding.

COE Letter of Support_HFMA Hoist Operations Project.pdf	396.68KB
NCFCC HFMA support letter.pdf	868.21KB
NCGA.LOS (1).pdf	1.2MB
2025_Jan_HFMAHoist_Support.pdf	189.75KB
HFMA LOC HWF 01 2025 (1).pdf	586.47KB
IRS tax status certification	
most recent (for non-profits only)	
HFMA-501C(6).pdf	138.27KB
(PDF preferred) max file size 10 MB	
Annual operating budget	
Marketing Assoc. Hoist Operations - 2025 Annual Operating Budget.pdf	72.88KB
(PDF preferred) max file size 10 MB	
Timeline with expected project milestones and completion dates	
sample below	
Marketing Assoc. Hoist Operations - Milestone and Timeline.pdf	32.35KB
(PDF preferred) max file size 10 MB	
Expand to see Sample Timeline	

Click here to download Sample Project Timeline: [Timeline_Template.xlsx](#)

Timeline Sample

Date	Milestone
01/20/2024	Traffic Study
04/05/2024	Conceptual utility and infrastructure master plan

Optional Attachments

Resumes

brief resumes of key personnel
(PDF preferred) max file size 10 MB

Market Analysis

(PDF preferred) max file size 10 MB

Business Plan

(PDF preferred) max file size 10 MB

Associated Research

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EXHIBIT C Project Budget

Project Budget and Timeline (Year 1/ Year 2)				
Year 1	Breakdown	Total	Funds	Product To Be Ordered From
Equipment	(over \$5,000)			
Forklift - Hyster Propane Model: H50A	1 x \$ 34,500 (9.25% tax = \$3,191.25)	\$37,691.25	\$35,000 Headwaters \$2691.25 from Matching Funds	Pape Eureka
Aeration Pump	1 x \$5000	\$5,000.00	*Waiting to hear back regarding more matching funds via a grant the Harbor District is expecting for Community Benefits and will also be working on additional grant oportunities through the Coastal Conservancy	Rogers Machinery
	TOTAL	\$42,691.25		
Supplies				
Submersible Pump	1 x \$2600	\$2,600.00	*Waiting to hear back regarding more matching funds via a grant the Harbor District is expecting for Community Benefits and will also be working on additional grant oportunities through the Coastal Conservancy	Rogers Machinery
Inflatable life vests	6 x \$300	\$1,200.00	IN KIND Match from Anonymous Donor	
Dump Bin	2 x \$2607	\$5,215	*Matching Funds from Humboldt Bay Harbor	North Coast Fabricators
Banner	2 x \$200	\$400.00	*Waiting to hear back regarding more matching funds via a grant the Harbor District is expecting for Community Benefits and will also be working on additional grant oportunities through the Coastal Conservancy.	Scrappers Edge
Cleaning Supplies		\$500.00	*Waiting to hear back regarding more matching funds via a grant the Harbor District is expecting for Community Benefits and will also be working on additional grant oportunities through the Coastal Conservancy.	Mendes Supply/ Uline
	TOTAL	\$9,915.00		
Year 2	Breakdown	Total		
Metal Covered Area 24' x 36' x 12'	1 x \$10,340.00 plus anchors \$450	\$10,790.00	Matching Funds from Humboldt Bay Harbor	
	TOTAL	\$10,790.00		
	TOTAL DIRECT	\$63,396.25		
	INDIRECT (10%)	\$6,339.63		
	TOTAL FUNDING ASK	\$69,735.88		

EXHIBIT D

Funds Request Form

Section 1									
Headwaters Fund - Grant Funds Request Form									
Grantee Recipient: _____ E-Mail Address: _____					Grant No.: _____				
Make Payment To: _____					Preparer: _____				
Address: _____					Title: _____				
City: _____					Phone: _____				
Zip Code: _____					Grant Agreement Start Date: _____				
					Grant Agreement Expiration Date: _____				
Funds CANNOT be paid past the Expiration Date. Notify HWF Staff at least 90 days prior to this date to request an extension.									

Section 2									
Payment Request Number: _____									
Quarterly Reporting Period From: _____ To: _____									
Contract Activities per Approved Budget	Budget Category From Approved Project Budget	HWF Approved Budgeted Amount	HWF Amount Requested in Prior Periods	HWF Funds Requested in This Period	Total HW Funds Requested to Date	HWF Balance Remaining	Cash Match Budgeted	Cash Match Spent to Date	Cash Match Still Required
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Payment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(10% Retention - will be held from final payment pending final report)									

Section 3	
<u>Grantee Certification:</u>	
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.	
Print Name: _____	Title: _____
Authorized Signature: _____	Date: _____

Section 4	
<u>Headwaters Fund Approval</u>	
Headwaters Fund Address: 520 E Street, Eureka, CA 95501	
Print Name: <u>Kenneth R Spain</u>	Title: <u>Executive Director</u>
Authorized Signature: _____	Date: _____
Revised 02-18-2021	

*An excel version of this document will be provided via email.

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: _____

Organization: _____ Preparer: _____ Grant No.: _____

Address: _____ Title: _____ Grant Start Date: _____

_____ Phone: _____ Grant End Date: _____

Phone: _____ email: _____

Please respond to the following prompts on an additional page, provide as much detail as necessary:

Project Successes to Date:

Describe your successes on the project so far. What milestones have been achieved? What outcomes are already visible?

Timeline and Budget Status:

Are grant activities proceeding according to the original timeline and budget?

If not, please address the following:

- List any activities that are delayed or have exceeded cost projections.
- Include any proposed revisions to the timeline or budget, including new estimated dates or budget reallocations.
- Explain how delays or overages are affecting overall project progress or outcomes.

Challenges or Unforeseen Issues

Describe any problems or unforeseen circumstances encountered during project implementation. How are you addressing these issues? Are there specific actions or support that the Headwaters Fund staff can provide to assist?

Additional Information

Is there anything else that the Headwaters Fund Board or staff should know about your project at this stage? This may include upcoming risks, pending decisions, key partnerships, or planned outreach and media efforts.

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:

Project Title:

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

1. Economic Impact Strategy:

- Describe your original plan for improving the local economy.
- What specific need or issue did your project seek to address?
- What was your overall strategy or theory of change?

2. Outcomes & Problem Solving:

- Were you successful in filling the need or solving the problem you set out to address?
- If yes, explain how.
- If no, explain why and what was learned.

3. Job Creation:

- How many jobs were created or retained as a result of this project?
- Please include both direct and indirect jobs if applicable.
- Specify full-time vs. part-time or seasonal if relevant.

4. Challenges & Solutions:

- What were the primary challenges you encountered during the project, and how did you address them?

5. Partnerships & Testimonials:

- Which industries, businesses, or organizations did you work with?
- Please include names and sectors.
- Attach any testimonials, quotes, or letters of support that speak to the project's impact on these partners.

6. Measurable Objectives:

- Based on your economic development strategy, what were your specific measurable objectives?
- Were these objectives achieved?
- Please include quantitative data (e.g., number of businesses supported, square footage improved, individuals trained, etc.)

7. Leveraged Funds:

- Did this project leverage outside funding?
- If yes, how much additional funding was brought into the area as a result of this project?
- Please list funding sources and amounts.

8. Export Potential or Knowledge Development:

- Did your project result in the creation of knowledge, products, or services that can be marketed or sold outside the area?
- If yes, describe what was developed and outline its potential market or export value.

9. Lasting Benefits:

- What are the long-term or lasting benefits of the project?
- Please describe both quantitative benefits (e.g., revenues generated, workforce pipeline improvements) and qualitative benefits (e.g., improved community cohesion, innovation culture).

10. Sustainability & Continuity:

- How do you plan to continue or build upon the work started by this project?
- Include details about funding, partnerships, or expanded activities.

11. Experience with Headwaters Fund:

- What comments do you have about your experience working with the Headwaters Fund and its staff?
- Suggestions for improvement are welcome.

12. Additional Comments:

- Do you have any other comments or reflections about the project or the funding experience?

13. Media, Recognition, & Publicity:

- Please attach any press releases, media coverage, or promotional materials produced about your project.

- If applicable, describe how you have recognized the Headwaters Fund's support (e.g., signage, social media, events).

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: _____

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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 or 707-445-7745 with any questions or for assistance in implementing this policy.

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

Contract #25-GF-02

This Agreement is made and entered into this first day of July, 2025 by and between the County of Humboldt, Headwaters Fund, a political subdivision of the State of California (hereinafter called “the County”) and the Hospice of Humboldt, a 501 (c) 3 Non-profit 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 April 8, 2025 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 July 1, 2025, 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

Grantee shall utilize the grant funds to double palliative care providers in the region by creating five full time positions. (the “Project”). The specific tasks to be carried out are set forth in Exhibit A- Scope of Work (to include activities, objectives and deliverables) and Exhibit B (Grantee’s grant proposal), both of which are attached hereto and incorporated in full herein.

II. AWARD AMOUNT AND DISBURSEMENT

- A. County agrees to pay Grantee from the Headwaters Fund a sum not to exceed Fifty Thousand Dollars (\$50,000) 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 in full by reference. Grantee shall bear the responsibility for any Project costs in excess of \$50,000.
- 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. TERM

- A. This Agreement shall commence on the date indicated above and shall terminate on June 30, 2026 unless extended by the written agreement of the parties or sooner terminated as provided for herein.

IV. GRANT MODIFICATIONS

- A. Deviations of any single category proposed in the line-item budget must receive written approval of the County at the following levels of approval:
 - 1. Headwaters Fund Executive Director may adjust changes in grant timelines, activities, and partners that are consistent with original Project goals, target populations, and geographical focus. Headwaters Fund Executive Director may approve budget changes under \$10,000 in aggregate.
 - 2. The Headwaters Fund Board must approve changes in Project goals, target population, and geographic focus. Budget changes of \$10,000 in aggregate 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 Coordinator. The request must be submitted at least forty-five (45) days prior to the expiration date of the grant. The request must explain the need for the extension and include an estimate of the unobligated funds remaining and a plan for their use.

Unobligated funds remaining at the expiration of the grant is not sufficient justification for an extension. The plan must adhere to the previously approved objectives of the Project.

V. GRANT REPORTING AND AUDITING

A. Reporting

1. Grantee will submit Quarterly Reports to Headwaters Staff. Each of these reports covers three months of the calendar year and is due thirty days after the end of the quarter (April 30, July 31, October 31, January 31). Reporting will begin after the first full quarter after the start date of the contract (i.e. if the contract start date is February 1, the first Quarterly Report is not due until July 31). Failure to provide up to date reports may result in termination of the award or a hold to your payment until all reports are up to date and submitted. 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 four years from the end of this Agreement's term. In the event the term of this grant is extended under Paragraph III of this Agreement, the County's rights and obligations under this provision shall be extended for the same period of time.

VI. GRANT EVALUATION

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

VII. FUNDER RECOGNITION AND MEDIA RELEASE

- A. Grantee shall identify The Headwaters Fund as a support organization on all published material relating to the subject matter of the award for the life of the program or project.
- 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 written 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.

GRANTEE

BY: _____
(Signature)

TITLE: _____
(Print Title)

VIII. INSURANCE REQUIREMENTS:

- A. This Contract shall not be executed by County and the Grantee is not entitled to any rights, unless certificates of insurances (or other sufficient proof that the following provisions have been complied with) and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting Grantee's indemnification obligations provided for herein, Grantee shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Grantee, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

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 Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) 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
825 5th Street, Ste 112,
Eureka, CA 95501
(707)445-7745
headwaters@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. 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 Agreement.
7. County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and Grantee shall be required to purchase additional coverage to meet the aggregate limits set forth above.

IX. INDEMNIFICATION

- A. Hold Harmless, Defense and Indemnification. Grantee shall hold harmless, defend and indemnify County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, Grantee's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of County.
- B. Effect of Insurance. Acceptance of insurance required by this Agreement does not relieve Grantee from liability under this provision. This provision shall apply to all claims for damages related to Grantee's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

X. TERMINATION FOR CAUSE

The County, in its sole discretion, may terminate this Agreement immediately upon notice if, in the opinion of the County, Grantee fails to perform 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 and/or available to it under the law, including, but is not limited to, repayment of

grant funds and/or return of equipment purchased, etc. If the Agreement is terminated for cause, the Grantee will repay all grant funds and/or return all assets purchased to the County.

XI. NOTICES

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

Headwaters Fund Director
Economic Development Division
County of Humboldt
825 5th Street, Ste 112, Eureka, CA 95501
(707) 445-7745
headwaters@co.humboldt.ca.us

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

Tia Baratelle
Hospice of Humboldt
3327 Timber Fall Court
Eureka, CA 95503
(707) 267-9812
tbaratelle@hospiceofhumboldt.org

C. Any and all notice(s) required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the forgoing.

XII. MISCELLANEOUS

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

B. General Legal Requirements. Grantee hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the terms and conditions of this Agreement.

C. Relationship of Parties: It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that Grantee shall not be entitled to any benefits to which County employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Grantee shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

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: Grantee hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the terms and conditions of this Agreement throughout the life of the Agreement.
- G. Nuclear Free Humboldt County Ordinance Compliance: Grantee certifies by its signature below that Grantee is not a Nuclear Weapons Contractor, in 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, and its subcontractors, shall not unlawfully discriminate in the provision of services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

Compliance with Anti-Discrimination Laws. Grantee further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

- J. Entire Agreement: This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of

this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of 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. Jurisdiction and Venue: This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure §§ 394 or 395.
- M. Severability: If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- N. No Waiver: The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement. In no event shall any payment by County constitute a waiver of any breach of this Agreement or any default which may then exist on the part of Grantee. Nor shall such payment impair or prejudice any remedy available to County with respect to any breach of default. County shall have the right to demand repayment of, and Grantee shall promptly refund, any funds disbursed to Grantee, which in the judgment of County were not expended in accordance with the terms of this Agreement.
- O. Confidential Information: In the performance of this Agreement, Grantee may receive information which is confidential information under state or federal law. Grantee agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.
- P. Public Works: To the extent the Project, or any part thereof, constitutes a public work under the California Labor Code and/or the Public Contract Code, Grantee will abide by the prevailing wage laws and the contracting requirements of the respective codes. Grantee's indemnification and insurance obligations in favor of County under this Agreement specifically extend to these obligations.
- Q. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- R. Non-Liability of County Officials and Employees. No official or employee of County shall be personally liable for any default or liability under this Agreement.
- S. Attorney's Fees. If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys'

fees on appeal, if applicable. As used herein, the term “prevailing party” means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

- T. Survival of Provisions. The duties and obligations of the parties set forth in Section V – Grant Reporting and Auditing, Section XII(O)– Confidential Information and Section IX – Indemnification shall survive the expiration or termination of this Agreement.
- U. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.
- V. Counterpart Execution. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.
- W. 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: _____
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

DRAFT

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

Project Description

This project will expand Hospice of Humboldt's Home-Based Palliative Care (HBPC) program to address regional healthcare disparities, support economic resilience, and advance local workforce development. To meet rising demand, the project will double service capacity in 2026 by hiring a new interdisciplinary care team, creating at least five full-time healthcare positions.

Activities

1. Recruit and hire a new interdisciplinary palliative care team, including clinical and support staff.
2. Onboard and train the new team in accordance with Hospice of Humboldt's care protocols.
3. Expand patient intake procedures to gradually increase program enrollment to the new target capacity.
4. Engage rural community partners and referral sources to reach underserved populations.

Objectives

1. Expand access to in-home palliative care services for individuals with serious illnesses who are not eligible for hospice care, especially in rural and underserved areas of Humboldt County.
2. Double the program's capacity from 65 to 125 patients by the end of 2026.
3. Support workforce development by creating at least five new full-time healthcare positions with competitive wages.
4. Enhance care coordination and collaboration through improved workspace infrastructure.
5. Improve health outcomes and reduce healthcare costs by decreasing hospitalizations and emergency room visits.

Deliverables

1. Hire and train five (5) new full-time staff.
2. Increased service capacity from 65 to 125 patients by December 2026.
3. Timely submission of quarterly reports.
4. Final project report summarizing outcomes, workforce impacts, and service expansion metrics.

Timeline

Date	Milestone
July - December 2025 (Q2-Q3)	Initiate recruitment and staff training. Begin targeted outreach campaigns.
January - March 2026 (Q4)	Roll out expanded services and continue to build referral partnerships.
2026	Fully capitalize on reimbursement changes and monitor growth metrics to adjust strategy as needed.

EXHIBIT B
Project
Application

**Headwaters Competitive Grant Application**


HUMBOLDT COUNTY
Headwaters Fund

County of Humboldt
Economic Development Division
Headwaters Competitive Award



Overview

Thank you for your interest in the Headwaters Grant Fund. As specified in our Charter, our purpose is to:

- a) Support the growth of industry clusters and increase the number of sustainable jobs that pay near or above the median income;
- b) Enhance the quality of life through social and environmental projects that promote healthy communities and protect and enhance the natural environment.

Applications are due no later than 02/01/2025 11:59 PM. Given the fund's current commitments, the annual allocation this year will be \$300,000. Awards generally don't exceed \$75,000, although exceptions may be made for unique projects with exceptional impacts in the Funding Focus area. Awards recommendations are made to the Board of Supervisors and are anticipated to be presented in June of 2025.

This application form, instructions, and information on the Grant Fund may be found on our website at [Headwaters Fund | Humboldt County Economic Development, CA](#)

APPLICATION PACKET CHECKLIST

Please submit the following documents, in pdf format and labeled appropriately.

- ___ Coversheet (Page 1-2 of the Application, attached)
- ___ Narrative (5 pages maximum, 12 point font, 1" margins)
- ___ Project Budget with description of matching funds
- ___ List of members of the Board of Directors
- ___ Up to five letters of support
- ___ Most recent IRS tax status certification (for non-profits only)
- ___ Organization's current annual operating budget
- ___ Project Timeline with milestones and expected completion dates

Please contact Ryan Heitz, Economic Development Coordinator, to discuss any questions about your application by emailing headwaters@co.humboldt.ca.us. Applications must be submitted electronically.

Applications are subject to public records acts and disclosure requirements.

Scoring

Scoring Rubric

The Headwaters Fund Board will use the following rubric to guide its decision-making process; however, it will not solely determine award priorities.

Category	Possible Points
Quality of proposal; likelihood of success	25

Impact of project; community benefit; demonstrated need	40
Sustainability/longevity of outcomes	10
Demonstrated Level of Support	10
Viability/appropriateness of budget; matching funds; use of Headwaters funds	15
Total	100

Application

Date of application
01/16/2025

Contact Information

Contact Person Name

Tia Baratelle

Contact Person Title

Director of Development

Contact Email

tbaratelle@hospiceofhumboldt.org

Contact Phone

7072679812

Contact Address

3327 Timber Fall Court, Eureka, CA 95503

Organization Information

Organization Name

Hospice of Humboldt

Director / CEO

Dianne Keating

Organization Type

(For joint applications select all that apply)

- ☒ Non-profit (e.g., 501(c)3)
- ☐ California registered unincorporated nonprofit association
- ☐ Government jurisdiction in Humboldt County
- ☐ Tribal Government/Agency
- ☐ Other

Summarize the organization's mission

The mission of Hospice of Humboldt is to provide heartfelt end-of-life care and grief support services to all who need them in Humboldt County. We envision a community in which no one dies alone or afraid and all who grieve are comforted. Hospice of Humboldt was established in 1979 by a small group of dedicated volunteers with a deep passion to bring this care into practice in Humboldt County. Now, over 45 years from our inception, we employ over 100 staff members and appreciate the time and skills of over 80 volunteers.

Authorization and Acknowledgement

Authorized representative name *

Dianne Keating

Authorized representative title

CEO

Signature

Budget Information

Total current year organizational budget

\$12,714,000.00

Number of full-time employees

70

Amount of HWF requested

\$75,000.00

Total project cost

\$538,180.00

Grant timeline: start

Please provide the timeline of Headwaters Funds to be utilized
05/01/2025

Grant timeline: end

03/31/2026

Project timeline: start

Please provide the timeline of your project
04/01/2025

Project timeline: end

03/31/2026

Has the organization previously applied for and received Headwaters funding?

☐ Yes ☒ No

Project Information

Project title*

Home-Based Palliative Care (HBPC) Service Expansion

Type of project*

☐ Planning ☒ Implementation ☐ Technical Assistance

Implementation: Total project cost

\$538,180.00

(Required 50% match)

Please provide a brief summary of the project

how your project aligns with the Humboldt County Comprehensive Economic Development Strategy (CEDS) or benefit base industries

This project expands Hospice of Humboldt's Home-Based Palliative Care (HBPC) program to address regional healthcare disparities, enhance economic resilience, and support workforce development as outlined in the Humboldt County Comprehensive Economic Development Strategy (CEDS). Launched in 2022, the HBPC program provides compassionate, in-home care for individuals with serious illnesses who are not ready or do not qualify for hospice care. As the only program in the region offering face-to-face palliative care, it reduces strain on local hospitals and emergency rooms while improving health outcomes for patients in underserved, rural communities. To meet growing demand, we plan to double our service capacity in 2026, hiring an additional interdisciplinary care team and creating at least five new full-time positions with competitive wages. These roles will attract and retain skilled healthcare workers, a priority identified in the CEDS workforce development strategy. Additionally, we will complete an unfinished team room in our administrative building to support collaboration and ensure seamless care delivery. By investing in high-quality healthcare services and job creation, this project strengthens Humboldt County's economy while addressing critical regional disparities.

250 words maximum

Which industry is your project working with? (check 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 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

Narrative

Please answer the questions below. The entire narrative is limited to 5 pages. Answers should be written in 12 point font with 1" margins. For further explanation of the questions, please see the Grant Application Instructions.

1) Provide an overview of your project. Describe the need for your project and what will be achieved (what is the current situation and what is the desired outcome?) How critical is the need? What are possible alternatives? Who is leading the project and who is participating in the project? Will the project be able to proceed without Headwaters funding?

Hospice of Humboldt's Home-Based Palliative Care (HBPC) program addresses a critical need for accessible, in-home care for individuals with serious illnesses who are not ready or do not qualify for hospice. Currently, our program serves 65 patients, but demand far exceeds our capacity, especially in Humboldt County's rural and underserved communities. Without expansion, many residents will lack access to equitable, high-quality palliative care, leading to increased hospitalizations, emergency room visits, and higher healthcare costs.

This project will hire an additional interdisciplinary care team, creating at least five new full-time positions with competitive wages, and completing an unfinished team room to support collaboration. The goal is to double our patient capacity to 125 individuals by the end of 2026, ensuring that more community members receive the specialized care they need.

The need for this project is critical. Humboldt County's geographic isolation and healthcare workforce shortages leave many residents without adequate care options. Without intervention, patients will continue to face barriers to quality healthcare, leading to worse outcomes and unnecessary stress for local hospitals and families. Possible alternatives, such as telehealth, cannot fully meet the needs of patients requiring in-person care.

The project is led by Hospice of Humboldt's CEO, Dianne Keating and Karen Ayers, ACNP-BC, ACHPN, PMHNP, Clinical Director, Palliative Care in collaboration with clinical and administrative teams. While partial funding has been secured, this project cannot proceed as planned without Headwaters funding, which will be instrumental in addressing this urgent need and achieving the desired outcome as soon as possible.

2) Describe the impact of your project. Who is impacted? Who benefits (directly and indirectly)? What will be the effect of the impact? How will you measure the impact?

The expansion of Hospice of Humboldt's Home-Based Palliative Care (HBPC) program will have significant, measurable impacts on individuals, families, and the broader Humboldt County community.

Direct Beneficiaries:

Up to 125 patients annually living with serious illnesses, but are either not ready or do not qualify for hospice care. These individuals will receive high-quality, personalized care in their homes, improving their quality of life and preventing unnecessary hospitalizations and emergency room visits.

Families will benefit from reduced caregiving burdens and increased access to professional support, enabling them to focus on spending meaningful time with their loved ones.

Indirect Beneficiaries:

Local Healthcare Providers: Hospitals and emergency rooms will experience reduced strain, enabling them to focus resources on acute care needs.

Workforce and Economy: The project will create at least five new full-time healthcare positions, strengthening the local economy and providing career opportunities in a high-demand field.

Community: Humboldt County as a whole will benefit from expanded healthcare infrastructure, improved health outcomes, and a more resilient healthcare system.

This project will increase access to equitable, in-home palliative care, reducing healthcare disparities and supporting the well-being of vulnerable populations. It will also strengthen the local economy by creating stable, competitive-wage jobs.

The impact will be measured by tracking key metrics, including:

- Number of patients served (target: 125 annually).

- Reduction in hospital admissions and emergency room visits for enrolled patients.
- Patient and family satisfaction surveys.
- Employment and retention rates for new staff.

This data will be regularly reviewed to assess progress and refine the program to maximize its impact.

3) Describe the timing of your project. When will the work occur? Are there phases? If so, which phase is included in this proposal. When will the work be completed?

The expansion of Hospice of Humboldt's Home-Based Palliative Care (HBPC) program is structured in distinct phases to ensure a smooth and effective implementation, with work occurring over the next year and a half.

Phase 1: Preparation (2025 Q1)

- Conduct market research to refine the program design and identify outreach strategies.
- Complete the 3rd team room in the administrative building to accommodate new staff.
- Strengthen existing partnerships with Cal Poly Humboldt, College of the Redwoods, and local healthcare providers to support workforce development and referral networks.

Phase 2: Recruitment and Training (2025 Q2-Q3)

- Recruit and onboard additional interdisciplinary staff, including nurse practitioners, social workers, and home health aides.
- Provide workforce training through our CDPH-approved Home Health Aide certification program and partnerships with educational institutions.
- Begin targeted outreach campaigns to educate the community about palliative care benefits and build referral pipelines.

Phase 3: Initial Service Expansion (2025 Q4)

- Roll out expanded services with new staff in place, increasing the patient census to 85 by the end of 2025.
- Monitor outcomes, gather feedback, and refine processes as needed.

Phase 4: Full Implementation (2026)

- Expand services to achieve a target census of 125 patients by year-end, fully capitalizing on the new reimbursement structures for dual-eligible patients.
- Evaluate the program's impact using key metrics, including patient outcomes, satisfaction scores, and financial performance, to guide future growth.
- The work funded by the Headwaters Fund grant will focus on Phases 1 and 2 of the project, ensuring that critical infrastructure and staffing needs are addressed to support the program's expansion. The full project will be completed in 2026, positioning Hospice of Humboldt as the premier provider of palliative care in the region.

4) Describe how this project (or the outcome) will be sustained into the future.

The expansion of Hospice of Humboldt's Home-Based Palliative Care (HBPC) program is designed with a strong foundation for long-term sustainability. Key elements include:

- **Reimbursement Revenue Stability:** The new reimbursement structures for dual-eligible patients launching in January 2026 provide a sustainable revenue source. By serving up to 125 patients annually, the expanded program will generate sufficient income to cover operational costs, making it financially self-sustaining.
- **Community Integration and Partnerships:** Collaboration with local healthcare providers, including Providence Hospital and primary care providers, ensures a steady stream of referrals and seamless integration of services into the regional healthcare system. Ongoing community outreach and education efforts will raise awareness about the benefits of palliative care, increasing patient engagement and support.
- **Operational Efficiencies:** Investments in infrastructure, staff training, and technology will improve operational efficiency, enhancing the quality of care while reducing costs. Data-driven strategies will allow us to monitor outcomes, adjust as needed, and optimize resource allocation.

5) Describe the resources that are needed and/or will be used for this project. Will the project bring in resources or funding from outside Humboldt County, either as part of the project, or as a result of the project?

This project requires financial, human, and physical resources to expand Hospice of Humboldt's Home-Based Palliative Care (HBPC) program and achieve its goals. The Headwaters Fund grant request of \$75,000 will be allocated as follows:

Team Room Finish Construction (\$25,000): Funds will be used to complete the 3rd team room in our administrative building, providing a collaborative workspace for our interdisciplinary care team. This room will accommodate new staff and enable seamless coordination, enhancing patient care delivery.

Salaries and Wages (\$50,000): Funding will support the salaries and wages of 3.5 Full-Time Equivalents (FTEs) during the initial phases of program expansion. These positions, including nurse practitioners, social workers, and community health workers, are critical to expanding our patient capacity and ensuring high-quality, in-home care.

At project completion, the HBPC program will staff a total of 10 FTEs, ensuring the long-term sustainability of the expanded program and creating competitive-wage healthcare jobs in Humboldt County.

Reimbursement Revenue from Outside of Humboldt County: The expanded program will generate ongoing revenue through new reimbursement structures for dual-eligible patients, providing significant funding from federal and state healthcare programs.

This project leverages both local and external resources to strengthen Humboldt County's healthcare infrastructure, create jobs, and ensure access to equitable, high-quality palliative care for underserved populations. The requested Headwaters Fund grant will act as a catalyst for launching this critical expansion.

6) Describe the workforce impacts of this project? Will the project create work/employment opportunities? How many workers are impacted and in what ways? Are new jobs created?

As stated above, the initial phase of the HBPC expansion will create 3.5 full-time equivalent (FTE) positions, including nurse practitioners, social workers, and community health workers. By project completion, the program will support 10 FTEs, addressing workforce shortages and providing stable, high-quality healthcare jobs in Humboldt County.

Hospice of Humboldt collaborates with Cal Poly Humboldt and College of the Redwoods to offer clinical training for student nurses and Master of Social Work interns,

ensuring a skilled and sustainable workforce pipeline. Additionally, training opportunities for Community Health Workers support workforce development and expand the availability of qualified healthcare providers.

The project enhances retention by offering competitive wages, career advancement opportunities, and a collaborative work environment. These efforts strengthen the local healthcare workforce and contribute to Humboldt County's economic stability by creating essential jobs in a high-demand field.

7) Describe who supports this project and in what ways?

The expansion of Hospice of Humboldt's Home-Based Palliative Care (HBPC) program is backed by a diverse and influential group of supporters:

1. Hospice of Humboldt's Board of Directors: The Board unanimously voted to support this project during their January 2025 meeting, demonstrating strong organizational commitment to the program's success.
2. Letters of Support (included in this application from):
 - o Tony Starr, President/CEO, Open Door Community Health Centers, highlights the program's importance in enhancing regional healthcare.
 - o Jennifer Heidmann, MD, Medical Director, Redwood Coast PACE, underscores the value of expanded palliative care for seniors and underserved populations.
 - o Jill Souza, MSN, PHN, Northern California Regional Director of Palliative Care, Providence Health, recognizes the program as a vital asset for addressing gaps in care.

8) Describe the financial structure for this project. What is the total cost? What are the sources of funding/matching funds? How specifically will Headwaters funds be used?

The total project cost is \$538,180, with \$75,000 (14%) requested from the Headwaters Fund and \$463,180 (86%) covered by matching funds. Matching sources include \$358,180 from insurance reimbursements and \$105,000 from donor support (partially received from Robert and Jennie Canevari Foundation).

Headwaters funds will be used to:

1. Complete the 3rd team room (\$25,000) to support the expanded care team.
2. Fund salaries for 3.5 FTEs (\$50,000) in the initial expansion phase, including nurse practitioners, social workers, and community health workers.

This financial structure ensures Headwaters funding acts as a catalyst for program expansion, while matching funds and reimbursement revenue to sustain long-term operations.

9) Complete the budget template to demonstrate the financial structure.

Done!

10) Describe how you will acknowledge the Headwaters Fund in your work.

Hospice of Humboldt will proudly acknowledge the Headwaters Fund's support for the Home-Based Palliative Care (HBPC) program expansion through various channels:

Social Media Recognition: Will celebrate the Headwaters Fund's contribution during key milestones, such as the team room completion and service expansion.

A press release will highlight the Fund's critical role in improving access to palliative care, with Headwaters Fund's approval prior to submitting a press release. Hospice of Humboldt Campus Naming Opportunities:

The Headwaters Fund can be recognized through one of the numerous naming opportunities on our campus, including the option to sponsor a Majestic Redwood Tree with a Commemorative Sign as a lasting tribute.

These efforts ensure the Headwaters Fund is visibly and meaningfully recognized for its vital support in transforming Home-Based Palliative Care access in Humboldt County.

Attachments

Required Attachments

Please attach the following after the project narrative.

Project Budget

use the budget format outlined below and include a description of match sources.

Project_Budget_Headwaters_Hospice of Humboldt.pdf

52.81KB

(PDF preferred) max file size 10 MB

Expand to see Sample Project Budget Format

Click here to download Sample Project Budget: [Project_Budget_Template.xlsx](#)

SAMPLE PROJECT BUDGET FORMAT

Use the following format for your project budget submittal. You may modify this form to meet your project's needs. For major expenses, please be specific.

*Match Sources - list all other funding sources for this project. For each source, list whether the amount is received, committed, application pending, or not yet solicited.

Project Expense Item	Total Cost (\$)	Requested Amount from HWF	Matching Funds Amount	Source of Matching Funds*
<i>Example: Travel</i>	<i>5,000</i>	<i>2,000</i>	<i>3,000</i>	<i>United Way Grant</i>
Direct Salaries & Wages (breakdown by individual position & indicate full or part-time)				
Staff 1:				
Staff 2:... etc.				
Sub-total: all Direct Salaries & Wages				
Benefits & Payroll Taxes				
Consultant, contractor or professional fees (specify)				
Travel (describe)				
Equipment (specify)				
Materials and supplies (specify)				
Other (describe)				
Total Project Cost				

Governance

List of your board of directors or council members.

Board of Directors 2025.pdf

91.55KB

(PDF preferred) max file size 10 MB

Support Letters

attach documentation of collaboration and/or project need in the form of up to 5 Letters of Support, Letters of Partner Commitment, and/or Memoranda of Understanding.

Letter of Support_Open Door Community Health Center.pdf

71.35KB

Letter of Support_Providence Health.pdf

397.05KB

Letter of Support_Humboldt Senior Resource Center.pdf

86.32KB

(PDF preferred) max file size 10 MB - up to 5 attachments

IRS tax status certification

most recent (for non-profits only)

Annual operating budget

Budget FYE 2026 Final.pdf

384.14KB

(PDF preferred) max file size 10 MB

Timeline with expected project milestones and completion dates

sample below

Home Based Palliative Care Service Expansion_Timeline.xlsx

9.64KB

(PDF preferred) max file size 10 MB

Expand to see Sample TimelineClick here to download Sample Project Timeline: [Timeline_Template.xlsx](#)**Timeline Sample**

Date	Milestone
01/20/2024	Traffic Study
04/05/2024	Conceptual utility and infrastructure master plan

Optional Attachments**Resumes**

brief resumes of key personnel

(PDF preferred) max file size 10 MB

Market Analysis

(PDF preferred) max file size 10 MB

Business Plan

Business Plan HBPC Expansion_HoH.pdf

240.63KB

(PDF preferred) max file size 10 MB

Associated Research

(PDF preferred) max file size 10 MB

EXHIBIT C
Project Budget

Project Expense Item	Total Cost (\$)	Requested Amount from	Matching Funds Amount (\$)	Source of Matching Funds
Direct Salaries & Wages (breakdown by individual position & indicate full or part time)				
Nurse Practitioner: .5FTE	78,837			
Physician Assistant: .25 FTE	35,152			
Registered Nurse: 1 FTE	88,483			
Social Worker: 1.25 FTE	80,870			
Community Health Worker: .5 FTE	22,714			
Administrative Support: 1 FTE	50,128			
Sub-total: all Direct Salareis & Wages	356,184	50,000	358,180	Insurance Reimbursement - based on services provided
Benefits & Payroll Taxes	89,046		125,000	Donor support will be realized by summer of
Consultant, contractor or professional fees (specify)				
Travel - Continuing Education	12,000			
Equipment: 5 laptops at \$1500 each. Software Support \$2500 Furniture \$25,000	35,000		30,000	Support received from Robert and Jennie Canevari Foundation
Materials and supplies: Office Supplies - \$5000 Postage/Printing - \$5000	10,000			
Other: After hours anserwing service - \$8000 Dues/Subscriptions - \$2950	10,950			
Total Project Cost	513,180	50,000	513,180	
% of Total Project Cost	100%	10%	100%	

EXHIBIT D

Funds Request Form

Section 1									
Headwaters Fund - Grant Funds Request Form									
Grantee Recipient: _____ E-Mail Address: _____					Grant No.: _____				
Make Payment To: _____					Preparer: _____				
Address: _____					Title: _____				
City: _____					Phone: _____				
Zip Code: _____					Grant Agreement Start Date: _____				
					Grant Agreement Expiration Date: _____				
Funds CANNOT be paid past the Expiration Date. Notify HWF Staff at least 90 days prior to this date to request an extension.									

Section 2									
Payment Request Number: _____									
Quarterly Reporting Period From: _____ To: _____									
Contract Activities per Approved Budget	Budget Category From Approved Project Budget	HWF Approved Budgeted Amount	HWF Amount Requested in Prior Periods	HWF Funds Requested in This Period	Total HW Funds Requested to Date	HWF Balance Remaining	Cash Match Budgeted	Cash Match Spent to Date	Cash Match Still Required
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Payment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(10% Retention - will be held from final payment pending final report)									

Section 3	
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.	
Print Name: _____	Title: _____
Authorized Signature: _____	Date: _____

Section 4	
Headwaters Fund Approval Headwaters Fund Address: 520 E Street, Eureka, CA 95501	
Print Name: <u>Kenneth R Spain</u>	Title: <u>Executive Director</u>
Authorized Signature: _____	Date: _____
Revised 02-18-2021	

*An excel version of this document will be provided via email.

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: _____

Organization: _____ Preparer: _____ Grant No.: _____

Address: _____ Title: _____ Grant Start Date: _____

_____ Phone: _____ Grant End Date: _____

Phone: _____ email: _____

Please respond to the following prompts on an additional page, provide as much detail as necessary:

Project Successes to Date:

Describe your successes on the project so far. What milestones have been achieved? What outcomes are already visible?

Timeline and Budget Status:

Are grant activities proceeding according to the original timeline and budget?

If not, please address the following:

- List any activities that are delayed or have exceeded cost projections.
- Include any proposed revisions to the timeline or budget, including new estimated dates or budget reallocations.
- Explain how delays or overages are affecting overall project progress or outcomes.

Challenges or Unforeseen Issues

Describe any problems or unforeseen circumstances encountered during project implementation. How are you addressing these issues? Are there specific actions or support that the Headwaters Fund staff can provide to assist?

Additional Information

Is there anything else that the Headwaters Fund Board or staff should know about your project at this stage? This may include upcoming risks, pending decisions, key partnerships, or planned outreach and media efforts.

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:

Project Title:

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

1. Economic Impact Strategy:

- Describe your original plan for improving the local economy.
- What specific need or issue did your project seek to address?
- What was your overall strategy or theory of change?

2. Outcomes & Problem Solving:

- Were you successful in filling the need or solving the problem you set out to address?
- If yes, explain how.
- If no, explain why and what was learned.

3. Job Creation:

- How many jobs were created or retained as a result of this project?
- Please include both direct and indirect jobs if applicable.
- Specify full-time vs. part-time or seasonal if relevant.

4. Challenges & Solutions:

- What were the primary challenges you encountered during the project, and how did you address them?

5. Partnerships & Testimonials:

- Which industries, businesses, or organizations did you work with?
- Please include names and sectors.
- Attach any testimonials, quotes, or letters of support that speak to the project's impact on these partners.

6. Measurable Objectives:

- Based on your economic development strategy, what were your specific measurable objectives?
- Were these objectives achieved?
- Please include quantitative data (e.g., number of businesses supported, square footage improved, individuals trained, etc.)

7. Leveraged Funds:

- Did this project leverage outside funding?
- If yes, how much additional funding was brought into the area as a result of this project?
- Please list funding sources and amounts.

8. Export Potential or Knowledge Development:

- Did your project result in the creation of knowledge, products, or services that can be marketed or sold outside the area?
- If yes, describe what was developed and outline its potential market or export value.

9. Lasting Benefits:

- What are the long-term or lasting benefits of the project?
- Please describe both quantitative benefits (e.g., revenues generated, workforce pipeline improvements) and qualitative benefits (e.g., improved community cohesion, innovation culture).

10. Sustainability & Continuity:

- How do you plan to continue or build upon the work started by this project?
- Include details about funding, partnerships, or expanded activities.

11. Experience with Headwaters Fund:

- What comments do you have about your experience working with the Headwaters Fund and its staff?
- Suggestions for improvement are welcome.

12. Additional Comments:

- Do you have any other comments or reflections about the project or the funding experience?

13. Media, Recognition, & Publicity:

- Please attach any press releases, media coverage, or promotional materials produced about your project.

- If applicable, describe how you have recognized the Headwaters Fund's support (e.g., signage, social media, events).

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: _____

DRAFT

EXHIBIT C

Headwaters Fund Recognition Policy

Purpose

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

Policy

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

Implementation

Logo Use

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

Press Releases

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

Public Events

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

Research

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

Contact

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

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

Contract #25-GF-04

This Agreement is made and entered into this first day of July, 2025 by and between the County of Humboldt, Headwaters Fund, a political subdivision of the State of California (hereinafter called “the County”) and the Humboldt Made, a 501 (c) 3 Non-profit 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 April 8, 2025 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 July 1, 2025, 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

Grantee shall utilize the grant funds for preparing 10-15 Humboldt County makers to participate in a national trade show and expand their marketing and distribution reach (the “Project”). The specific tasks to be carried out are set forth in Exhibit A- Scope of Work (to include activities, objectives and deliverables) and Exhibit B (Grantee’s grant proposal), both of which are attached hereto and incorporated in full herein.

II. AWARD AMOUNT AND DISBURSEMENT

- A. County agrees to pay Grantee from the Headwaters Fund a sum not to exceed Twenty Five Thousand Dollars (\$25,000) 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 in full by reference. Grantee shall bear the responsibility for any Project costs in excess of \$25,000.
- 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. TERM

- A. This Agreement shall commence on the date indicated above and shall terminate on June 30, 2026 unless extended by the written agreement of the parties or sooner terminated as provided for herein.

IV. GRANT MODIFICATIONS

- A. Deviations of any single category proposed in the line-item budget must receive written approval of the County at the following levels of approval:
 - 1. Headwaters Fund Executive Director may adjust changes in grant timelines, activities, and partners that are consistent with original Project goals, target populations, and geographical focus. Headwaters Fund Executive Director may approve budget changes under \$10,000 in aggregate.
 - 2. The Headwaters Fund Board must approve changes in Project goals, target population, and geographic focus. Budget changes of \$10,000 in aggregate 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 Coordinator. The request must be submitted at least forty-five (45) days prior to the expiration date of the grant. The request must explain the need for the extension and include an estimate of the unobligated funds remaining and a plan for their use.

Unobligated funds remaining at the expiration of the grant is not sufficient justification for an extension. The plan must adhere to the previously approved objectives of the Project.

V. GRANT REPORTING AND AUDITING

A. Reporting

1. Grantee will submit Quarterly Reports to Headwaters Staff. Each of these reports covers three months of the calendar year and is due thirty days after the end of the quarter (April 30, July 31, October 31, January 31). Reporting will begin after the first full quarter after the start date of the contract (i.e. if the contract start date is February 1, the first Quarterly Report is not due until July 31). Failure to provide up to date reports may result in termination of the award or a hold to your payment until all reports are up to date and submitted. 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 four years from the end of this Agreement's term. In the event the term of this grant is extended under Paragraph III of this Agreement, the County's rights and obligations under this provision shall be extended for the same period of time.

VI. GRANT EVALUATION

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

VII. FUNDER RECOGNITION AND MEDIA RELEASE

- A. Grantee shall identify The Headwaters Fund as a support organization on all published material relating to the subject matter of the award for the life of the program or project.
- 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 written 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.

GRANTEE

BY: _____
(Signature)

TITLE: _____
(Print Title)

VIII. INSURANCE REQUIREMENTS:

- A. This Contract shall not be executed by County and the Grantee is not entitled to any rights, unless certificates of insurances (or other sufficient proof that the following provisions have been complied with) and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting Grantee's indemnification obligations provided for herein, Grantee shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Grantee, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

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 Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) 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
825 5th Street, Ste 112,
Eureka, CA 95501
(707)445-7745
headwaters@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. 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 Agreement.
7. County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and Grantee shall be required to purchase additional coverage to meet the aggregate limits set forth above.

IX. INDEMNIFICATION

- A. Hold Harmless, Defense and Indemnification. Grantee shall hold harmless, defend and indemnify County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, Grantee's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of County.
- B. Effect of Insurance. Acceptance of insurance required by this Agreement does not relieve Grantee from liability under this provision. This provision shall apply to all claims for damages related to Grantee's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

X. TERMINATION FOR CAUSE

The County, in its sole discretion, may terminate this Agreement immediately upon notice if, in the opinion of the County, Grantee fails to perform 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 and/or available to it under the law, including, but is not limited to, repayment of

grant funds and/or return of equipment purchased, etc. If the Agreement is terminated for cause, the Grantee will repay all grant funds and/or return all assets purchased to the County.

XI. NOTICES

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

Headwaters Fund Director
Economic Development Division
County of Humboldt
825 5th Street, Ste 112, Eureka, CA 95501
(707) 445-7745
headwaters@co.humboldt.ca.us

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

Rosa Dixon
Humboldt Made
PO Box 6877
Eureka, CA 95502
(215)873-4320
info@humboldtmade.com

C. Any and all notice(s) required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the forgoing.

XII. MISCELLANEOUS

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

B. General Legal Requirements. Grantee hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the terms and conditions of this Agreement.

C. Relationship of Parties: It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that Grantee shall not be entitled to any benefits to which County employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Grantee shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

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: Grantee hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the terms and conditions of this Agreement throughout the life of the Agreement.
- G. Nuclear Free Humboldt County Ordinance Compliance: Grantee certifies by its signature below that Grantee is not a Nuclear Weapons Contractor, in 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, and its subcontractors, shall not unlawfully discriminate in the provision of services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

Compliance with Anti-Discrimination Laws. Grantee further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

- J. Entire Agreement: This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of

this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of 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. Jurisdiction and Venue: This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure §§ 394 or 395.
- M. Severability: If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- N. No Waiver: The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement. In no event shall any payment by County constitute a waiver of any breach of this Agreement or any default which may then exist on the part of Grantee. Nor shall such payment impair or prejudice any remedy available to County with respect to any breach of default. County shall have the right to demand repayment of, and Grantee shall promptly refund, any funds disbursed to Grantee, which in the judgment of County were not expended in accordance with the terms of this Agreement.
- O. Confidential Information: In the performance of this Agreement, Grantee may receive information which is confidential information under state or federal law. Grantee agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.
- P. Public Works: To the extent the Project, or any part thereof, constitutes a public work under the California Labor Code and/or the Public Contract Code, Grantee will abide by the prevailing wage laws and the contracting requirements of the respective codes. Grantee's indemnification and insurance obligations in favor of County under this Agreement specifically extend to these obligations.
- Q. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- R. Non-Liability of County Officials and Employees. No official or employee of County shall be personally liable for any default or liability under this Agreement.
- S. Attorney's Fees. If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys'

fees on appeal, if applicable. As used herein, the term “prevailing party” means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

- T. Survival of Provisions. The duties and obligations of the parties set forth in Section V – Grant Reporting and Auditing, Section XII(O)– Confidential Information and Section IX – Indemnification shall survive the expiration or termination of this Agreement.
- U. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.
- V. Counterpart Execution. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.
- W. 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: _____
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

DRAFT

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

Project Description

This project aims to accelerate the growth of 10–15 market-ready Humboldt County businesses by participation in a national trade show, enhance their marketing presence, and expand distribution channels.

Activities

1. Recruit and select 10–15 market-ready businesses in Humboldt County.
2. Assess each business's goals and identify trade shows aligned with their target markets.
3. Conduct booth design and trade show readiness workshops.
4. Provide one-on-one mentorship on pitching products to buyers.
5. Distribute stipends or funding to support display materials, signage, and marketing collateral.
6. Coordinate participation in major trade show.
7. Facilitate networking and connection opportunities with buyers and distributors.
8. Provide guidance on post-show engagement strategies, including lead follow-up, sample sharing, and buyer communication.
9. Collect participant surveys and sales data to assess business growth and project outcomes.
10. Conduct debrief sessions with businesses to understand successes, challenges, and lessons learned.

Objectives

1. Identify and select Humboldt County businesses with high potential for scaling.
2. Equip selected businesses with the tools, skills, and materials needed to succeed at trade shows.
3. Facilitate access to national trade shows and new distribution opportunities.
4. Support sustained growth through post-show engagement strategies and individualized follow-up.
5. Evaluate program impact on business revenue, buyer relationships, and market reach.

Deliverables

1. 10–15 participating businesses selected and onboarded.
2. Strategic trade show plan tailored to participant goals.
3. At least two pre-show workshops and individualized mentorship sessions.
4. Funded display and marketing materials for each business.
5. Trade show participation for all selected businesses.
6. Post-show support toolkit (e.g., follow-up templates, communication best practices).
7. Timely submission of quarterly reports.
8. Final evaluation report summarizing outcomes, revenue impact, buyer engagement, and business growth metrics. (report must provide details of businesses participating in the trade show from Humboldt and delineate those supported by HWF)

Timeline

Date	Milestone
Jan.- June	Businesses attend selected trade shows, representing Humboldt County
July-Sep.	Launch outreach campaign to recruit businesses Host informational sessions and application process for business selection Finalize participating businesses and identify trade show Conduct post-show debrief meetings with participants to assess outcomes Analyze data on business connections, sales leads, and market expansion Compile a final report detailing impact, success stories, and recommendations
Oct.-Dec.	Conduct branding and marketing workshops for selected businesses Design booth layouts, develop marketing materials, and provide pitch coaching Finalize logistics, including travel arrangements and promotional strategies

EXHIBIT B
Project
Application



Headwaters Competitive Grant Application

Overview



County of Humboldt
Economic Development Division
Headwaters Competitive Award



Thank you for your interest in the Headwaters Grant Fund. As specified in our Charter, our purpose is to:

- a) Support the growth of industry clusters and increase the number of sustainable jobs that pay near or above the median income;
- b) Enhance the quality of life through social and environmental projects that promote healthy communities and protect and enhance the natural environment.

Applications are due no later than 02/01/2025 11:59 PM. Given the fund's current commitments, the annual allocation this year will be \$300,000. Awards generally don't exceed \$75,000, although exceptions may be made for unique projects with exceptional impacts in the Funding Focus area. Awards recommendations are made to the Board of Supervisors and are anticipated to be presented in June of 2025.

This application form, instructions, and information on the Grant Fund may be found on our website at [Headwaters Fund | Humboldt County Economic Development, CA](#)

APPLICATION PACKET CHECKLIST

Please submit the following documents, in pdf format and labeled appropriately.

- ___ Coversheet (Page 1-2 of the Application, attached)
- ___ Narrative (5 pages maximum, 12 point font, 1" margins)
- ___ Project Budget with description of matching funds
- ___ List of members of the Board of Directors
- ___ Up to five letters of support
- ___ Most recent IRS tax status certification (for non-profits only)
- ___ Organization's current annual operating budget
- ___ Project Timeline with milestones and expected completion dates

Please contact Ryan Heitz, Economic Development Coordinator, to discuss any questions about your application by emailing headwaters@co.humboldt.ca.us. Applications must be submitted electronically.

Applications are subject to public records acts and disclosure requirements.

Scoring

Scoring Rubric

The Headwaters Fund Board will use the following rubric to guide its decision-making process; however, it will not solely determine award priorities.

Category	Possible Points
Quality of proposal; likelihood of success	25

Impact of project; community benefit; demonstrated need	40
Sustainability/longevity of outcomes	10
Demonstrated Level of Support	10
Viability/appropriateness of budget; matching funds; use of Headwaters funds	15
Total	100

Application

Date of application
01/31/2025

Contact Information

Contact Person Name
Charlene Cook

Contact Person Title
Program Director

Contact Email
info@humboldtmade.com

Contact Phone
215.873.4320

Contact Address
1271 Fieldbrook Road McKinleyville, CA 95519

Organization Information

Organization Name
Humboldt Made

Director / CEO
Rosa Dixon

Organization Type

(For joint applications select all that apply)

- ☐ Non-profit (e.g., 501(c)3)
- ☐ California registered unincorporated nonprofit association
- ☐ Government jurisdiction in Humboldt County
- ☐ Tribal Government/Agency
- ☒ Other
in the process of getting 501(c)3 status reinstated

Summarize the organization's mission

provides support to Humboldt County businesses through impactful marketing, advocacy, networking, and resources. Our goal is to promote our local artisans, food makers and small businesses, helping them succeed within Humboldt County and beyond.

Authorization and Acknowledgement

Authorized representative name*
Charlene Cook

Authorized representative title
Program Director

Signature

Budget Information

Total current year organizational budget

Number of full-time employees

1

Amount of HWF requested

Total project cost

Grant timeline: start

Please provide the timeline of Headwaters Funds to be utilized
07/01/2025

Grant timeline: end

09/30/2025

Project timeline: start

Please provide the timeline of your project
07/01/2025

Project timeline: end

09/30/2026

Has the organization previously applied for and received Headwaters funding?

☐ Yes ☒ No

Project Information

Project title*

Industry Trade Show Initiative

Type of project*

☐ Planning ☒ Implementation ☐ Technical Assistance

Implementation: Total project cost

(Required 50% match)

Please provide a brief summary of the project

how your project aligns with the Humboldt County Comprehensive Economic Development Strategy (CEDS) or benefit base industries

Humboldt Made's Trade Show Initiative helps local businesses expand beyond the region by providing support for industry trade show participation. The program recruits and prepares businesses through branding workshops, booth design assistance, and market expansion strategies. By increasing market access, the initiative strengthens local businesses, drives sales growth, and boosts Humboldt County's economic visibility.

This project aligns with Humboldt County's Comprehensive Economic Development Strategy (CEDS) by supporting business expansion, workforce development, and regional economic resilience. It benefits base industries, including value-added agriculture, food and beverage production, and specialty manufacturing, helping them access larger markets and drive long-term economic sustainability.

250 words maximum

Which industry is your project working with? (check 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
- ☐ Other

Strategy being employed to promote economic development (check 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

Narrative

Please answer the questions below. The entire narrative is limited to 5 pages. Answers should be written in 12 point font with 1" margins. For further explanation of the questions, please see the Grant Application Instructions.

1) Provide an overview of your project. Describe the need for your project and what will be achieved (what is the current situation and what is the desired outcome?) How critical is the need? What are possible alternatives? Who is leading the project and who is participating in the project? Will the project be able to proceed without Headwaters funding?

Many Humboldt County businesses produce high-quality goods but face challenges expanding beyond the region. As a rural area, limited access to major industry trade shows, making it difficult for local businesses to connect with national buyers and distributors. Without access to these events, businesses struggle to scale, limiting job creation and economic growth.

This project will provide 10-15 Humboldt County businesses with the opportunity to participate in major trade shows in 2026 including Natural Products Expo West, a Health and Beauty Show, and a Gift Basket Show. Humboldt Made will lead this initiative, covering booth fees, branded materials, and business support to ensure successful participation.

Without this support, many local producers can't afford to attend these events, missing out of crucial growth opportunities. Alternatives, such as digital marketing, lack the direct buyer engagement that trade shows provide.

Humboldt Made will lead the project in partnership with local businesses and industry mentors, including our own ED, Rosa Dixon, who is a trade show expert. Without Headwaters funding, participation would be severely limited, reducing the program's impact on the regional economy.

This initiative will create new sales opportunities, strengthen industry networks, and establish Humboldt County as a hub for innovative, high-quality products.

2) Describe the impact of your project. Who is impacted? Who benefits (directly and indirectly)? What will be the effect of the impact? How will you measure the impact?

This project will have a transformative impact on Humboldt County's small business community by helping 10-15 local businesses break into national markets. Direct beneficiaries include participating businesses, which will gain access to major trade shows, connect with national buyers, and expand their distribution networks.

Indirectly the regional economy will benefit as these businesses grow, creating new jobs, increasing revenue, and driving demand for local services. Employees, creative professionals, and service providers—such as designers, photographers, and printers—will see expanded opportunities. However, as businesses scale, they may also face challenges sourcing materials and supplies locally, highlighting the need for stronger regional supply networks. Additionally, Humboldt County's reputation as a hub for high-quality products will grow, attracting further investment and opening new doors for local entrepreneurs.

The impact will be measured through key performance indicators such as revenue growth for participating businesses, new buyer accounts and distributing partnerships secured, and an increase in wholesale orders tracked over 12-18 months.

Humboldt Made will track these metrics through business surveys, sales reports, and buyer engagement data to assess the program's long-term economic impact.

3) Describe the timing of your project. When will the work occur? Are there phases? If so, which phase is included in this proposal. When will the work be completed?

This project will be implemented in four phases over the course of one year, ensuring businesses are well-prepared for successful trade show participation.

Phase 1 (Q3 2025): Recruitment and selection of 10-15 Humboldt County businesses that are market-ready and have strong potential for scaling if given the opportunity. Identify the most strategic trade shows that align with their goals.

Phase 2 (Q4 2025): Booth design workshops and logistical preparation to ensure businesses are ready to showcase their products effectively. Mentorship from industry experts on pitching their products effectively. This phase will also provide participants with funding for displays, signage and other marketing materials needed for a successful trade show presence.

Phase 3 (Q1-Q2 2026): Businesses will attend major trade shows, connect with buyers, and establish new distribution channels. After attending trade shows, businesses will be supported in following up with leads and securing wholesale orders. Additional guidance will be provided on best practices for post-show engagement, such as personalized outreach, sample distribution, and ongoing communication with potential buyers.

Phase 4 (Q3 2026): Project evaluation and impact assessment through participant surveys, sales reports and direct follow-ups. We will include tracking revenue growth, new buyer accounts, and wholesale order increases. To gain deeper insights, we will conduct one-on-one debrief sessions with participants to assess challenges, successes, and lessons learned.

4) Describe how this project (or the outcome) will be sustained into the future.

This project is designed to create long-term economic benefits for participating businesses and the broader Humboldt County community. By securing new wholesale accounts, expanding distribution networks, and increasing brand visibility, businesses will generate sustained revenue growth beyond the initial trade show participation.

Humboldt Made will continue to support businesses by providing ongoing mentorship, facilitating connections with buyers, and offering branding and marketing resources. The relationship built through this initiative—both among participating businesses and with industry partners—will strengthen regional business networks, creating new collaboration and funding opportunities.

Additionally, insights gained from post-event impact tracking will help refine and improve future trade show participation strategies. With demonstrated success, Humboldt Made will pursue additional funding from grants, sponsorships, and industry partners to continue bringing local businesses to national markets.

By empowering businesses with the tools, experience, and connections needed to scale, this project will have a lasting impact on the region's economic development.

5) Describe the resources that are needed and/or will be used for this project. Will the project bring in resources or funding from outside Humboldt County, either as part of the project, or as a result of the project?

This project requires \$70,000 to cover key expenses, including booth fees, trade show materials, marketing support, and logistical coordination. Humboldt Made will provide staffing, mentorship, and business development resources to ensure participants are well-prepared to maximize their trade show experience.

Beyond this initial investment, the project will bring new capital into Humboldt County as participating businesses secure wholesale orders, national partnerships, and increased sales. Many of these companies will gain access to buyers and funding sources outside the region, creating long-term economic growth.

Additionally, this initiative will position Humboldt businesses for future grant and investment opportunities by demonstrating market viability and scalability. Humboldt Made will continue to seek additional funding sources—including industry sponsorship and grants—to sustain and expand trade show participation for local entrepreneurs.

6) Describe the workforce impacts of this project? Will the project create work/employment opportunities? How many workers are impacted and in what ways? Are new jobs created?

While this project does not directly fund new jobs, it will enable participants to scale, leading to job creation and increased demand for local services. Many of our local businesses are small or solo operated, but as they expand to national markets, some will need to hire additional staff for production, order fulfillment, or administrative tasks. We estimate that this project will help create or sustain 15-25 jobs across the region.

The project will also create indirect economic benefits by increasing demand for local service providers such as bookkeepers, website developers, and branding consultants. In a rural region with limited access to these resources, this growth can provide new income for skilled workers and small service-based businesses.

Additionally, participants will gain valuable industry knowledge and professional development through branding workshops and tradeshow experience, equipping them with skills to strengthen their businesses and long-term career prospects. Beyond their individual growth, this experience will also prepare them to mentor and support the next generation of entrepreneurs seeking to break into the national markets, fostering a cycle of shared knowledge and success within the local business community.

7) Describe who supports this project and in what ways?

This project is backed by a strong network of local businesses, industry partners, and economic development organizations committed to expanding market opportunities for Humboldt County entrepreneurs.

Many Humboldt-based businesses have expressed strong interest in participating in trade shows, recognizing this as a great opportunity to break into national markets and scale their operations. Their enthusiasm underscores the critical need for this initiative.

Experienced professionals—including past trade show participants, local wholesale buyers, and business development experts from the North Coast SBDC whom we partner with—will provide mentorship, strategic advice, and networking support to help participants maximize their trade show experience.

Economic development organizations including our local chambers of commerce, RREDC and North Edge support this project as part of broader efforts to strengthen Humboldt County's economy, increase market access, and create sustainable job opportunities.

8) Describe the financial structure for this project. What is the total cost? What are the sources of funding/matching funds? How specifically will Headwaters funds be used?

This project is part of the broader Redwood Coast Makers Development Initiative, a regional effort to expand economic development for Humboldt County businesses through market access, branding, and industry networking. While the Makers Development Initiative is a larger, multi-phase project, this trade show participation program is a stand alone component that will deliver immediate, high impact results.

The total cost of the project is \$70,000, with funding requested entirely from the Headwaters Fund. These funds will be used to cover the essential costs of trade show participation, branding support, and travel support.

The funds will be allocated as follows:

Booth Fees (\$30,000): Covers costs of securing exhibitor space at major trade shows.

Booth Design and Printing (\$20,000): funds professional booth setups, banners, and promotional displays.

Branding Materials (\$10,000): Supports the creation of product catalogs, brochures, and marketing materials.

Travel Supports (\$10,000): Assists businesses with travel expenses to ensure equitable participation.

This project is designed to be fully funded by the HWF and also serves as supplemental funding within the larger Makers Development Initiative. While we are actively

seeking additional funding for other components of the broader initiative, this trade show project is structured to stand alone and deliver measurable impact regardless of other funding outcomes. Additionally, we will prioritize businesses that can contribute their own resources to enhance their trade show participation, ensuring that businesses selected for the program are financially committed and prepared to maximize this opportunity.

9) Complete the budget template to demonstrate the financial structure.

attached

10) Describe how you will acknowledge the Headwaters Fund in your work.

Humboldt Made will prominently recognize the Headwaters Fund's support throughout this project. The Fund's contribution will be acknowledged in all marketing and promotional materials, including trade show booths, brochures, and branded collateral. Additionally, we will highlight its role in making this initiative possible through digital outreach, including Humboldt Made's website, social media platforms, and email newsletters.

The Headwater's Fund will also be featured in press releases, media coverage, and presentations related to the project, ensuring broad public recognition. Finally, its support will be formally acknowledged in the final impact report, which will be shared with stakeholders and funders to demonstrate the long-term outcomes of this initiative.

Attachments

Required Attachments

Please attach the following after the project narrative

Project Budget

use the budget format outlined below and include a description of match sources.

Detailed_Budget Humboldt Made trade show.xlsx - Sheet1.pdf

29.6KB

(PDF preferred) max file size 10 MB

Expand to see Sample Project Budget Format



Click here to download Sample Project Budget: [Project_Budget_Template.xlsx](#)

SAMPLE PROJECT BUDGET FORMAT

Use the following format for your project budget submittal. You may modify this form to meet your project's needs. For major expenses, please be specific.

***Match Sources** - list all other funding sources for this project. For each source, list whether the amount is received, committed, application pending, or not yet solicited.

Project Expense Item	Total Cost (\$)	Requested Amount from HWF	Matching Funds Amount	Source of Matching Funds*
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Governance

List of your board of directors or council members.

Board + Staff .pdf

95.38KB

(PDF preferred) max file size 10 MB

Support Letters

attach documentation of collaboration and/or project need in the form of up to 5 Letters of Support, Letters of Partner Commitment, and/or Memoranda of Understanding.

HumboldtMade Letter of Support_SBDC.Wil.docx.pdf

688.35KB

HWF Letter of Support RREDC.pdf

559.03KB

(PDF preferred) max file size 10 MB - up to 5 attachments

IRS tax status certification

most recent (for non-profits only)

(PDF preferred) max file size 10 MB

Annual operating budget

_2025 Humboldt Made Budget - Sheet1.pdf

52.12KB

(PDF preferred) max file size 10 MB

Timeline with expected project milestones and completion dates

sample below

Tradeshaw Timeline - Sheet1.pdf

30.56KB

(PDF preferred) max file size 10 MB

Expand to see Sample Timeline



Click here to download Sample Project Timeline: [Timeline_Template.xlsx](#)

Optional Attachments

Resumes

brief resumes of key personnel
(PDF preferred) max file size 10 MB

Market Analysis

(PDF preferred) max file size 10 MB

Business Plan

(PDF preferred) max file size 10 MB

Associated Research

(PDF preferred) max file size 10 MB

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EXHIBIT C
Project Budget

Project Expense Item	Total Cost (\$)	Requested Amount from HWF	Matching Funds Amount (\$)	Source of Matching Funds
Program Coordinator (Part Time)	\$ 1,666.67	\$ 1,333.33	\$ 333.34	HM will cover this
Marketing & Outreach (Part Time)	\$ 1,000.00	\$ 1,000.00	\$ -	
Benefits & Payroll Taxes	\$ 266.67	\$ -	\$ 266.67	HM will cover this
Booth Design and photography	\$ 2,500.00	\$ 1,500.00	\$ 1,000.00	Participants will contribute to photography service fees.
Graphic Design for branding materials	\$ 2,500.00	\$ 1,500.00	\$ 1,000.00	Participants will contribute to design service fees.
Admin Travel for Trade Show	\$ 1,666.67	\$ 1,666.67	\$ -	N/A
Booth Shipping & Handling	\$ 1,666.67	\$ 1,666.67	\$ -	N/A
Business Travel for Participants	\$ 6,666.67	\$ -	\$ 6,666.67	Participants will pay their own travel fees
Booth Fees	\$ 24,000.00	\$ 12,000.00	\$ 12,000.00	Participants will contribute to booth fees
Banners and Booth Signage	\$ 3,333.33	\$ 1,666.67	\$ 1,666.67	Participants will contribute to the cost of their Materials
Booth Furniture/Display Rental and Setup	\$ 3,333.33	\$ 1,000.00	\$ 2,333.33	Participants will contribute to the cost of their Materials
Printed Marketing Materials	\$ 2,333.33	\$ 1,666.67	\$ 666.67	Participants will contribute to the cost of their Materials
Total Project Cost	\$ 50,933.33	\$ 25,000.00	\$ 25,933.34	
Percent of project		49%		

EXHIBIT D

Funds Request Form

Section 1									
Headwaters Fund - Grant Funds Request Form									
Grantee Recipient: _____		E-Mail Address: _____							
Make Payment To: _____		Preparer: _____		Grant No.: _____					
Address: _____		Title: _____		Grant Agreement Start Date: _____					
City: _____		Phone: _____		Grant Agreement Expiration Date: _____					
Zip Code: _____									
Funds CANNOT be paid past the Expiration Date. Notify HWF Staff at least 90 days prior to this date to request an extension.									

Section 2									
Payment Request Number: _____									
Quarterly Reporting Period From: _____ To: _____									
Contract Activities per Approved Budget	Budget Category From Approved Project Budget	HWF Approved Budgeted Amount	HWF Amount Requested in Prior Periods	HWF Funds Requested in This Period	Total HW Funds Requested to Date	HWF Balance Remaining	Cash Match Budgeted	Cash Match Spent to Date	Cash Match Still Required
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -	\$ -			
Total Payment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(10% Retention - will be held from final payment pending final report)									

Section 3	
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.	
Print Name: _____	Title: _____
Authorized Signature: _____	Date: _____

Section 4	
Headwaters Fund Approval	
Headwaters Fund Address: 520 E Street, Eureka, CA 95501	
Print Name: Kenneth R Spain	Title: Executive Director
Authorized Signature: _____	Date: _____
Revised 02-18-2021	

*An excel version of this document will be provided via email.

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: _____

Organization: _____ Preparer: _____ Grant No.: _____

Address: _____ Title: _____ Grant Start Date: _____

_____ Phone: _____ Grant End Date: _____

Phone: _____ email: _____

Please respond to the following prompts on an additional page, provide as much detail as necessary:

Project Successes to Date:

Describe your successes on the project so far. What milestones have been achieved? What outcomes are already visible?

Timeline and Budget Status:

Are grant activities proceeding according to the original timeline and budget?

If not, please address the following:

- List any activities that are delayed or have exceeded cost projections.
- Include any proposed revisions to the timeline or budget, including new estimated dates or budget reallocations.
- Explain how delays or overages are affecting overall project progress or outcomes.

Challenges or Unforeseen Issues

Describe any problems or unforeseen circumstances encountered during project implementation. How are you addressing these issues? Are there specific actions or support that the Headwaters Fund staff can provide to assist?

Additional Information

Is there anything else that the Headwaters Fund Board or staff should know about your project at this stage? This may include upcoming risks, pending decisions, key partnerships, or planned outreach and media efforts.

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:

Project Title:

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

1. Economic Impact Strategy:

- Describe your original plan for improving the local economy.
- What specific need or issue did your project seek to address?
- What was your overall strategy or theory of change?

2. Outcomes & Problem Solving:

- Were you successful in filling the need or solving the problem you set out to address?
- If yes, explain how.
- If no, explain why and what was learned.

3. Job Creation:

- How many jobs were created or retained as a result of this project?
- Please include both direct and indirect jobs if applicable.
- Specify full-time vs. part-time or seasonal if relevant.

4. Challenges & Solutions:

- What were the primary challenges you encountered during the project, and how did you address them?

5. Partnerships & Testimonials:

- Which industries, businesses, or organizations did you work with?
- Please include names and sectors.
- Attach any testimonials, quotes, or letters of support that speak to the project's impact on these partners.

6. Measurable Objectives:

- Based on your economic development strategy, what were your specific measurable objectives?
- Were these objectives achieved?
- Please include quantitative data (e.g., number of businesses supported, square footage improved, individuals trained, etc.)

7. Leveraged Funds:

- Did this project leverage outside funding?
- If yes, how much additional funding was brought into the area as a result of this project?
- Please list funding sources and amounts.

8. Export Potential or Knowledge Development:

- Did your project result in the creation of knowledge, products, or services that can be marketed or sold outside the area?
- If yes, describe what was developed and outline its potential market or export value.

9. Lasting Benefits:

- What are the long-term or lasting benefits of the project?
- Please describe both quantitative benefits (e.g., revenues generated, workforce pipeline improvements) and qualitative benefits (e.g., improved community cohesion, innovation culture).

10. Sustainability & Continuity:

- How do you plan to continue or build upon the work started by this project?
- Include details about funding, partnerships, or expanded activities.

11. Experience with Headwaters Fund:

- What comments do you have about your experience working with the Headwaters Fund and its staff?
- Suggestions for improvement are welcome.

12. Additional Comments:

- Do you have any other comments or reflections about the project or the funding experience?

13. Media, Recognition, & Publicity:

- Please attach any press releases, media coverage, or promotional materials produced about your project.

- If applicable, describe how you have recognized the Headwaters Fund's support (e.g., signage, social media, events).

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: _____

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EXHIBIT C

Headwaters Fund Recognition Policy

Purpose

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

Policy

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

Implementation

Logo Use

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

Press Releases

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

Public Events

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

Research

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

Contact

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

**GRANT AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT, HEADWATERS FUND
AND
NORTH COAST GROWERS ASSOCIATION**

Contract #25-HWF-06

This Agreement is made and entered into this first day of July, 2025 by and between the County of Humboldt, Headwaters Fund, a political subdivision of the State of California (hereinafter called “the County”) and the North Coast Growers Association, a 501 (c) 3 non-profit 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 April 8, 2025 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 July 1, 2025, 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

Grantee shall utilize the grant funds to complete a USDA meat processing facility feasibility study evaluating siting, partnerships, and funding options. “Project”). The specific tasks to be carried out are set forth in Exhibit A- Scope of Work (to include activities, objectives and deliverables) and Exhibit B (Grantee’s grant proposal), both of which are attached hereto and incorporated in full herein.

II. AWARD AMOUNT AND DISBURSEMENT

- A. County agrees to pay Grantee from the Headwaters Fund a sum not to exceed Seventy Five Thousand Dollars (\$75,000) 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 in full by reference. Grantee shall bear the responsibility for any Project costs in excess of \$75,000.
- 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. TERM

This Agreement shall commence on the date indicated above and shall terminate on June 30, 2026 unless extended by the written agreement of the parties or sooner terminated as provided for herein.

IV. GRANT MODIFICATIONS

- A. Deviations of any single category proposed in the line-item budget must receive written approval of the County at the following levels of approval:
 - 1. Headwaters Fund Executive Director may adjust changes in grant timelines, activities, and partners that are consistent with original Project goals, target populations, and geographical focus. Headwaters Fund Executive Director may approve budget changes under \$10,000 in aggregate.
 - 2. The Headwaters Fund Board must approve changes in Project goals, target population, and geographic focus. Budget changes of \$10,000 in aggregate 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 Coordinator. The request must be submitted at least forty-five (45) days prior to the expiration date of the grant. The request must explain the need for the extension and include an estimate of the unobligated funds remaining and a plan for their use.

Unobligated funds remaining at the expiration of the grant is not sufficient justification for an extension. The plan must adhere to the previously approved objectives of the Project.

V. GRANT REPORTING AND AUDITING

A. Reporting

1. Grantee will submit Quarterly Reports to Headwaters Staff. Each of these reports covers three months of the calendar year and is due thirty days after the end of the quarter (April 30, July 31, October 31, January 31). Reporting will begin after the first full quarter after the start date of the contract (i.e. if the contract start date is February 1, the first Quarterly Report is not due until July 31). Failure to provide up to date reports may result in termination of the award or a hold to your payment until all reports are up to date and submitted. 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 four years from the end of this Agreement's term. In the event the term of this grant is extended under Paragraph III of this Agreement, the County's rights and obligations under this provision shall be extended for the same period of time.

VI. GRANT EVALUATION

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

VII. FUNDER RECOGNITION AND MEDIA RELEASE

- A. Grantee shall identify The Headwaters Fund as a support organization on all published material relating to the subject matter of the award for the life of the program or project.
- 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 written 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.

GRANTEE

BY: _____
(Signature)

TITLE: _____
(Print Title)

VIII. INSURANCE REQUIREMENTS:

- A. This Contract shall not be executed by County and the Grantee is not entitled to any rights, unless certificates of insurances (or other sufficient proof that the following provisions have been complied with) and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting Grantee's indemnification obligations provided for herein, Grantee shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Grantee, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

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 Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) 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
825 5th Street, Ste 112,
Eureka, CA 95501
(707)445-7745
headwaters@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. 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 Agreement.
7. County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and Grantee shall be required to purchase additional coverage to meet the aggregate limits set forth above.

IX. INDEMNIFICATION

- A. Hold Harmless, Defense and Indemnification. Grantee shall hold harmless, defend and indemnify County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, Grantee's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of County.
- B. Effect of Insurance. Acceptance of insurance required by this Agreement does not relieve Grantee from liability under this provision. This provision shall apply to all claims for damages related to Grantee's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

X. TERMINATION FOR CAUSE

The County, in its sole discretion, may terminate this Agreement immediately upon notice if, in the opinion of the County, Grantee fails to perform 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 and/or available to it under the law, including, but is not limited to, repayment of

grant funds and/or return of equipment purchased, etc. If the Agreement is terminated for cause, the Grantee will repay all grant funds and/or return all assets purchased to the County.

XI. NOTICES

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

Headwaters Fund Director
Economic Development Division
County of Humboldt
825 5th Street, Ste 112, Eureka, CA 95501
(707) 445-7745
headwaters@co.humboldt.ca.us

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

Portia Bramble
North Coast Growers Association
PO Box 4232
Arcata, CA 95518
(707) 601-2878
portia@northcoastgrowersassociation.org

C. Any and all notice(s) required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the forgoing.

XII. MISCELLANEOUS

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

B. General Legal Requirements. Grantee hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the terms and conditions of this Agreement.

C. Relationship of Parties: It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that Grantee shall not be entitled to any benefits to which County employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Grantee shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

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: Grantee hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the terms and conditions of this Agreement throughout the life of the Agreement.
- G. Nuclear Free Humboldt County Ordinance Compliance: Grantee certifies by its signature below that Grantee is not a Nuclear Weapons Contractor, in 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, and its subcontractors, shall not unlawfully discriminate in the provision of services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

Compliance with Anti-Discrimination Laws. Grantee further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

- J. Entire Agreement: This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of

this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of 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. Jurisdiction and Venue: This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure §§ 394 or 395.
- M. Severability: If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- N. No Waiver: The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement. In no event shall any payment by County constitute a waiver of any breach of this Agreement or any default which may then exist on the part of Grantee. Nor shall such payment impair or prejudice any remedy available to County with respect to any breach of default. County shall have the right to demand repayment of, and Grantee shall promptly refund, any funds disbursed to Grantee, which in the judgment of County were not expended in accordance with the terms of this Agreement.
- O. Confidential Information: In the performance of this Agreement, Grantee may receive information which is confidential information under state or federal law. Grantee agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.
- P. Public Works: To the extent the Project, or any part thereof, constitutes a public work under the California Labor Code and/or the Public Contract Code, Grantee will abide by the prevailing wage laws and the contracting requirements of the respective codes. Grantee's indemnification and insurance obligations in favor of County under this Agreement specifically extend to these obligations.
- Q. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- R. Non-Liability of County Officials and Employees. No official or employee of County shall be personally liable for any default or liability under this Agreement.
- S. Attorney's Fees. If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys'

fees on appeal, if applicable. As used herein, the term “prevailing party” means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

- T. Survival of Provisions. The duties and obligations of the parties set forth in Section V – Grant Reporting and Auditing, Section XII(O)– Confidential Information and Section IX – Indemnification shall survive the expiration or termination of this Agreement.
- U. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.
- V. Counterpart Execution. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.
- W. 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: _____
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

DRAFT

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

Project Description

North Coast Growers Alliance USDA Meat Processing Facility Feasibility Study, which will include information and assessments of potential facility sites, collaborative partners, and funding mechanisms..

Activities

1. Convene potential partners and operators.
2. Engage partners through stakeholder interviews or meetings.
3. Conduct assessment of market opportunities and gaps.
4. Describe potential business model.
5. Produce a market study.
6. Identify operational options and requirements.
7. Identify potential operators.

Objectives

The project involves convening and engaging potential partners and operators, assessing market opportunities and gaps, exploring business models, and evaluating operational requirements for a USDA-inspected meat processing facility. Key activities include stakeholder engagement, market research, and identifying viable operators. The outcome of this phase will be a comprehensive preliminary feasibility evaluation, supported by business planning documents and the initiation of facility design.

Deliverables

1. Summary of potential business partnerships and commitment for ongoing involvement.
2. Summary of key findings from stakeholder interviews or meetings.
3. Documentation of market opportunities and gaps.
4. One-page business model description or summary.
5. Completed market study findings presented to the partner group.
6. Summary of operational options and requirements.
7. Comprehensive preliminary evaluation of feasibility for a USDA-inspected processing facility.
8. Business planning documents.
9. Initial steps or documentation toward facility design.
10. Timely submission of Quarterly and Final reports.

Timeline

Date	Milestone
Phase 1: June – Dec. 2025	1. Convene Potential Partners and Operators. Progress Milestones: Convene group, gain commitment for ongoing involvement, and summarize potential business partnerships. 2. Partner Engagement. Progress Milestone: Complete and summarize key findings from stakeholder interviews or meetings. 3. Conduct Assessment of Market Opportunities and Gaps. Progress Milestone: Document market opportunities and gaps.
Phase 2: Jan – May 2026	1. Describe Potential Business Model. Progress Milestone: One-page business model description or summary. 2. Produce a Market Study. Progress Milestone: Complete and summarize market study findings and present to the partner group. 3. Identify Operational Options and Requirements. Progress Milestone: Complete and summarize operational options and requirements. 4. Identify Potential Operators.
11/1/2026	At the end of Phase 2, a compressive preliminary evaluation of feasibility for a USDA-inspected processing facility will be complete, along with business planning documents and beginning facility design process.

EXHIBIT B
Project
Application

**Headwaters Competitive Grant Application**


HUMBOLDT COUNTY
Headwaters Fund

County of Humboldt
Economic Development Division
Headwaters Competitive Award



Overview

Thank you for your interest in the Headwaters Grant Fund. As specified in our Charter, our purpose is to:

- a) Support the growth of industry clusters and increase the number of sustainable jobs that pay near or above the median income;
- b) Enhance the quality of life through social and environmental projects that promote healthy communities and protect and enhance the natural environment.

Applications are due no later than 02/01/2025 11:59 PM. Given the fund's current commitments, the annual allocation this year will be \$300,000. Awards generally don't exceed \$75,000, although exceptions may be made for unique projects with exceptional impacts in the Funding Focus area. Awards recommendations are made to the Board of Supervisors and are anticipated to be presented in June of 2025.

This application form, instructions, and information on the Grant Fund may be found on our website at [Headwaters Fund | Humboldt County Economic Development, CA](#)

APPLICATION PACKET CHECKLIST

Please submit the following documents, in pdf format and labeled appropriately.

- ___ Coversheet (Page 1-2 of the Application, attached)
- ___ Narrative (5 pages maximum, 12 point font, 1" margins)
- ___ Project Budget with description of matching funds
- ___ List of members of the Board of Directors
- ___ Up to five letters of support
- ___ Most recent IRS tax status certification (for non-profits only)
- ___ Organization's current annual operating budget
- ___ Project Timeline with milestones and expected completion dates

Please contact Ryan Heitz, Economic Development Coordinator, to discuss any questions about your application by emailing headwaters@co.humboldt.ca.us. Applications must be submitted electronically.

Applications are subject to public records acts and disclosure requirements.

Scoring

Scoring Rubric

The Headwaters Fund Board will use the following rubric to guide its decision-making process; however, it will not solely determine award priorities.

Category	Possible Points
Quality of proposal; likelihood of success	25

Impact of project; community benefit; demonstrated need	40
Sustainability/longevity of outcomes	10
Demonstrated Level of Support	10
Viability/appropriateness of budget; matching funds; use of Headwaters funds	15
Total	100

Application

Date of application
01/31/2025

Contact Information

Contact Person Name
Portia Bramble

Contact Person Title
Executive Director

Contact Email
portia@northcoastgrowersassociation.org

Contact Phone
707-601-2878

Contact Address
PO Box 4232 Arcata CA 95518

Organization Information

Organization Name
North Coast Growers Association

Director / CEO
Portia Bramble

Organization Type

(For joint applications select all that apply)

- ☒ Non-profit (e.g., 501(c)3)
- ☐ California registered unincorporated nonprofit association
- ☐ Government jurisdiction in Humboldt County
- ☐ Tribal Government/Agency
- ☐ Other

Summarize the organization's mission

North Coast Growers' Association supports Humboldt County's farmers and artisan producers in building a robust and resilient local food system.

Authorization and Acknowledgement

Authorized representative name *
Portia Bramble

Authorized representative title
Executive Director

Budget Information

Total current year organizational budget

\$2,859,573.00

Number of full-time employees

8

Amount of HWF requested

\$74,995.80

Total project cost

\$103,445.80

Grant timeline: start

Please provide the timeline of Headwaters Funds to be utilized

06/01/2025

Grant timeline: end

11/01/2026

Project timeline: start

Please provide the timeline of your project

06/01/2025

Project timeline: end

11/01/2026

Has the organization previously applied for and received Headwaters funding?

☐ Yes ☒ No

Project Information

Project title*

North Coast Meat Processing Feasibility Study

Type of project*

☒ Planning ☐ Implementation ☐ Technical Assistance

Planning / Technical Assistance: Total project cost

\$28,450.00

(Required 25% match)

Please provide a brief summary of the project

how your project aligns with the Humboldt County Comprehensive Economic Development Strategy (CEDS) or benefit base industries

North Coast Growers' Association (NCGA) with support from dozens of collaborators, is building a foundational framework for long-term food system workforce and economic development through the implementation of infrastructure for increasing agricultural production and processing. This effort builds on over 45 years of institutional experience and input from more than 100 key partners. Our key objectives focus on fostering economic resilience, promoting equity, advancing climate action, and driving regional development. NCGA has identified a current crisis facing local ranchers with the closure of the region's only meat-processing facility, Redwood Meats. A feasibility study is necessary to determine the best location, design and management structure for the creation of a new USDA-inspected facility on the North Coast.

This project will identify and outline a feasible pathway for development of a local USDA-inspected meat processing facility. This includes convening regional meat producers, conducting market analyses, reviewing potential locations, identifying operational requirements, and engaging with Tribal and Hmong community groups to address culturally valuable meat processing and specialized slaughter practices.

250 words maximum

Which industry is your project working with? (check 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

Strategy being employed to promote economic development (check 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

Narrative

Please answer the questions below. The entire narrative is limited to 5 pages. Answers should be written in 12 point font with 1" margins. For further explanation of the questions, please see the Grant Application Instructions.

1) Provide an overview of your project. Describe the need for your project and what will be achieved (what is the current situation and what is the desired outcome?) How critical is the need? What are possible alternatives? Who is leading the project and who is participating in the project? Will the project be able to proceed without Headwaters funding?

North Coast Growers' Association (NCGA) with support from dozens of collaborators, is building a foundational framework for long-term food system workforce and economic development through the implementation of infrastructure for increasing agricultural production and processing. This effort builds on over 45 years of institutional experience and input from more than 100 key partners. Our key objectives focus on fostering economic resilience, promoting equity, advancing climate action, and driving regional development. NCGA has identified a current crisis facing local ranchers with the closure of the region's only meat-processing facility, Redwood Meats. A feasibility study is necessary to determine the best location, design and management structure for the creation of a new USDA-inspected facility on the North Coast.

North Coast Meat Processing Facility

The North Coast has historically had access to a single meat processor, Redwood Meats, whose capacity was too low to meet the existing needs of the community, leaving ranchers unable to plan for growth within their business. The recent restructuring and closure has left small scale meat producers in the region scrambling to coordinate the delivery of large truckloads of animals to Yreka or Modesto, the 2 closest meat processors in the state. These facilities still do not meet the full needs for local ranchers. This has increased travel times, adding significant cost to the producer as well as stress to the animals. We have already seen wholesale meat prices increase by almost \$2.00 per pound, reducing the ability of local schools and restaurants to access local meat. See Cal Poly Capstone Project, "The Story of Meat Processing in Humboldt," for a comprehensive overview of how this restructuring has negatively impacted numerous small-scale meat producers in our region.

Helianth Partners will play a leading role in the effort to identify and outline a feasible pathway for development of a local USDA-inspected meat processing facility. This includes convening regional meat producers, conducting market analyses, reviewing potential locations, identifying operational requirements, and engaging with Tribes, the Hmong community, and other cultural groups to determine specialized slaughter practices.

NCGA, as part of the North Coast Food System Network project, is accepting proposals from industry expert consultants to investigate the feasibility of establishing a USDA-inspected meat processing facility in the North Coast Region of California, with a goal of locating the facility in Humboldt County where the highest production of beef cattle is concentrated. This feasibility study aims to understand the relevant markets and identify the most appropriately-sized facility and viable business model. This project was also submitted to California Jobs First Catalyst funding opportunity for the North Coast region. If that funding is awarded, NCGA would direct Headwaters funds to the implementation phase for the new meat processing facility and would submit a budget adjustment to demonstrate how the funds would be utilized for CA Environmental Quality Act permitting, building permits and architectural design.

This RFP includes 2 Phases; consultants will be encouraged to apply for one or both phases depending on expertise and availability. Phase 1 will involve stakeholder engagement and research of the current industry landscape to map market opportunities and inform potential operators of this new business. Phase 2 will build on the information collected in Phase 1 and will involve research into potential business models, producing a market study, and identifying operational options and requirements.

The intention of this RFP is to invite a qualified and experienced consultant to perform the work to accomplish the stated goals and objectives.

2) Describe the impact of your project. Who is impacted? Who benefits (directly and indirectly)? What will be the effect of the impact? How will you measure the impact?

NCGA's efforts to develop this new infrastructure expands upon existing and developing relationships to invest in community-based organizations and priority communities. Humboldt County has a prime landscape and climate to support a large number of meat-production ranchers across the region, varying in size and scale. This study will be a collaborative effort with the local farming community to ensure this new facility meets the needs of all scales of production.

The cross-sector benefits to this infrastructure development project include: improved health outcomes through access to regeneratively raised foods, cultural food production development, and climate-resiliency by reducing food miles travelled between ranches, processing facilities and customers.

There are significant community benefits through increased access to locally produced meat.

NCGA nutrition incentive programs will increase local meat availability to 35,000 low-income residents served. We estimate over 21,750 youth benefiting from school food

program improvements with increased access to local meat. At least 21,000 individuals will be reached by food bank programs offering local meat products. Improved health outcomes through increase in high nutrient density foods benefit the entire community of meat-eaters.

The workforce benefits through expansion and new job creation will be significant, including over 100 agricultural producers served and the creation of at least 50 new jobs at the processing facility. By localizing food system infrastructure and creating ownership opportunities, the creation of this facility will ensure long-term benefits remain within the community while building lasting economic resilience.

The benefits of this project will be measured by the future building of the facility this feasibility study will help create. The creation of new jobs and industry will have significant economic benefits and the significant increase in local agricultural production will result in increase local food security.

3) Describe the timing of your project. When will the work occur? Are there phases? If so, which phase is included in this proposal. When will the work be completed?

Project Scope

Invested Partner Outreach: Engage at least 18 stakeholders to identify key concerns, production scope, and potential enterprise value.

Progress Milestone: Complete and summarize stakeholder interviews.

Conduct Opportunity Analysis: Understand market potential for specialty meat products and identify key producers, distributors, and consumers.

Progress Milestone: Document market opportunities and barriers.

Identify Operational Requirements: Determine infrastructure, permitting, compliance, and throughput control requirements for the facility.

Progress Milestone: Evaluate and identify operational requirements.

Market Study: Conduct a comprehensive market study to assess demand, competition, and opportunities for the facility.

Progress Milestone: Complete and summarize market study findings.

Potential Partners and Operators: Identify potential business partners and operators for the facility.

Progress Milestone: Identify and summarize potential partners and partnerships.

Distribute Study: Conduct community and stakeholder outreach to present the findings of the study.

Progress Milestone: Conduct community outreach and summarize feedback.

Analyze Project Benefits: Evaluate project outcomes and benefits based on feedback from stakeholders and community members.

Progress Milestone: Analyze and summarize project benefits.

Phase I (3-6 months):

Convene Potential Partners and Operators: Identify and convene key informants (ex: large producers, custom exempt butchers) and other likely business partners to discuss potential interests in facility operations, identify insights needed from future planning and research efforts, and identify ongoing involvement in the facility / business planning process. Conduct informational interviews of sector experts (ex: meat processing facility owners/operators). This group is likely to be engaged throughout the process and are key to defining the goals/values that drive the effort.

Progress Milestones: Convene group, gain commitment for ongoing involvement, and summarize potential business partnerships.

Partner Engagement: Engage and convene key stakeholders (including above partnership group) representing producers, jurisdictional authorities (Counties, Cities, Water Districts), lenders/funders, and retail buyers to identify their key concerns and interests as well as the minimum requirements that a USDA-inspected facility must meet to satisfy their unique conditions or needs.

Progress Milestone: Complete and summarize key findings from stakeholder interviews or meetings.

Conduct Assessment of Market Opportunities and Gaps: Identify the potential gross demand for USDA-inspected slaughter and cut-and-wrap services in the region, as well as options for alternative revenue-generating activities associated with a USDA-inspected plant (ex: hides, offal, further processing, regenerative and organic certification). Identify the key gaps and opportunities in existing supply chain infrastructure and capacity needed to support the primary (slaughter) and secondary (cut-and-wrap) processing operations (ex: cold storage, waste hauling, water and wastewater infrastructure). This step shall be completed after the first two have been completed to inform the direction of the assessment. A preliminary outline of the assessment will be determined during the first months deliverable.

Progress Milestone: Document market opportunities and gaps.

At the end of Phase I, the consultant should be able to present a clear picture of the preliminary planning effort, including who was engaged, their key concerns and interests, the market opportunities to be filled, and a committed partnership group (future owner/operator) that will carry forward the next phase of planning.

Phase II (3-6 months):

This phase to be conducted after a likely owner/operator group is identified; steps are likely to be iterative rather than sequential.

Describe Potential Business Model: Based on input from the partnership group, identify a high-level business model for the facility (ex: processing only, aggregation and distribution, marketing under one or more labels, member-owned, non-profit, etc.)

Progress Milestone: One-page business model description or summary

Produce a Market Study: Conduct a comprehensive market study to assess specific demand for processing services, influences on demand (ex: macro economic forces, existing competition), consumer meat demand trends (to inform facility equipment selections), market channels, and specific supply chain dependencies.

Progress Milestone: Complete and summarize market study findings and present to the partner group.

Identify Operational Options and Requirements: Identify and evaluate facility requirements, including options for a brick and mortar as well as modular unit. Include infrastructure, permitting, and regulatory compliance associated with siting the facility. Identify species mix, processing activity (primary/secondary/further), and onsite material handling (carcass, meat, waste). Identify generalized requirements for labor, capital investments, and management capabilities.

Progress Milestone: Complete and summarize operational options and requirements.

Identify Potential Operators

At the end of Phase II, the consultant should be able to present a comprehensive preliminary evaluation of feasibility for a USDA-inspected processing facility that supports a future owner/operator with investment in business planning documents and beginning facility design process.

4) Describe how this project (or the outcome) will be sustained into the future.

The information collected through the feasibility study will lay a roadmap for the implementation phase, allowing NCGA or an operator identified throughout the process, to apply for funding to build out a new facility. The business model employed by Redwood Meats was sustainable for many decades, and owners report that their model was able to be financially sustainable. Financial sustainability planning will be a part of the feasibility study to ensure that the new business structure is able to support its costs. Redwood Meats did not meet all of the needs of local ranchers, and the facility is outdated in many ways. A comprehensive analysis of their operations conducted by several local ranchers determined that purchasing and updating the existing facility was not viable, and that a new facility with value added processing, new machinery, and a larger facility in a more appropriate location is the best path forward.

This infrastructure development project is part of NCGA's larger efforts to strengthen regional economic resilience by developing integrated local food system infrastructure. Key investments in production and processing facilities expand value-added opportunities, with projected revenue growth of 25-50% for participating producers through new market access. The regional food system connects producers, food hubs and direct marketing to customers to ensure operations create sustainable revenue through aggregation and distribution services, processing and value-added production space, emergency resiliency nodes build a regional cold

storage chain, business development services, and agritourism and hospitality developments.

Supply chain localization reduces external dependencies while creating circular economic benefits to the local region and local communities. The distribution network connects 150+ producers with institutional buyers across the region. The project impacts will be sustained beyond the grant term because it will address the following challenges that the region's food system faces:

Supply chain disruptions during road closures: the North Coast is set apart from the populous, booming central and southern regions of California by a vast stretch of redwood forests and mountain ranges. No interstate runs through the region, making the transportation of goods into and between counties a challenge, especially during extreme weather such as winter storms, associated landslides, and fire evacuations that close roads to through traffic, including incoming food deliveries. At times, all routes into and between the counties are cut off, and the region experiences severe food supply chain issues, disproportionately impacting the high numbers of people living in poverty.

Disproportionate access to food: Much of the region has been designated as a food desert by the United States Department of Agriculture (USDA), meaning they contain low-income census tracts where a substantial number or share of residents have low access to a supermarket or large grocery store. Hunger disproportionately impacts remote and tribal communities who often have to drive 20 miles or more to reach the nearest grocery store, putting them at greater risk of food insecurity and its adverse health outcomes.

Distance barrier between rural producers and distributors: All North Coast counties are classified as "USDA Far and Remote Area 1," meaning the majority of the population lives 60 minutes or more from urban areas of 50,000 or more people. Because of this, food access is a challenge for schools, food banks/pantries, restaurants, and community centers.

Lack of meat processing infrastructure: With the closure of Redwood Meat Company, there is currently no USDA facility for processing meat closer than 200 miles. Across the state and country, meat processors are closing and consolidating at an alarming rate. The impact of these closures is felt most by small scale producers whose price points couldn't compete with industrial feedlots and contained animal feeding operations when more processors were open and serving rural communities. On the North Coast, this impact has already begun to manifest as small farms transitioning away from animal husbandry and the scaling back of herds to only provide enough meat for their families. If this trend continues, the North Coast will become even more reliant on unsustainably raised and transported meat products, which will continue to impact the disproportionate rate of food insecurity experienced by the most vulnerable populations.

Lack of culturally appropriate meat cuts: Currently, there is no meat processor who offers Kosher or Halal processing, in addition to local Tribal nations and the Hmong communities who have expressed interest. There are also many cultural foods, like offal and organ meat, that were historically discarded by Redwood Meat Company. Product and processing from this waste stream can be created for further profit generation.

This project will specifically include underrepresented communities that have faced historic and systematic discrimination and lack economic opportunity. The US agriculture industry has underserved and oppressed people of color, Indigenous and Native American people, people who are immigrants, undocumented people, people whose first language is not English, women, LGBTQ+ people, and people with disabilities, among others. NCGA strives to operate actively anti-racist programs and services that reduce critical barriers for, and prioritize, historically underserved populations of farmers. NCGA also maintains a strong commitment to justice for the environment and the people of our communities and actively engage in work that supports diversity, equity, and inclusion as well as accessibility and access to healthy food and economic opportunities within the regional food system.

5) Describe the resources that are needed and/or will be used for this project. Will the project bring in resources or funding from outside Humboldt County, either as part of the project, or as a result of the project?

Resources needed for the planning phase includes funding to implement the feasibility study, the knowledge held by local ranchers regarding production capacity, and expert food systems professionals. Local experts and experts from out of the area will be consulted. We have already completed several case studies to learn best practices and identify known risks and barriers, and staff will continue to support the consultants with this type of research. Information that is aggregated and presented by the study will be used to access implementation funding for the facility, which will most likely need to be sourced from a variety of funders, such as state or federal grant programs, foundation support, and philanthropic investment. Once implemented, the facility will have the capacity to process animals raised in Humboldt County, as well as draw regional users from across Northern CA.

6) Describe the workforce impacts of this project? Will the project create work/employment opportunities? How many workers are impacted and in what ways? Are new jobs created?

The creation of a meat processing facility will create and maintain new jobs for admin staff and facility staff to operate the facility. Many of these jobs involve on-the-job training to develop specific skills for meat processing that could translate to higher paying jobs as those skills are fully developed.

This project will maintain current farmer and ranchers' employment, and expand income generation. Currently, local ranchers are not planning for the expansion of their herd or variety of cuts or value added products, due to the lack of access to a local meat processor. This limits growth potential, and in the face of inflation could even be a reason for downsizing.

This project will help maintain current farmworkers' employment. Especially as the cost of processing, storage, and transportation continue to rise, ranchers are constantly looking for ways to reduce costs. One quick way is to lay off farm workers. The cost reductions provided by moving meat processing back to the county will ease this financial burden and preserve jobs.

A new facility will allow for new farmers and ranchers to begin meat production, which would in turn create more job opportunities for farmworkers. We have seen the loss of numerous meat producers in the region over the past 3 years due to the lack of access to critical infrastructure like meat processing and cold storage. We assume that this trend will continue, rather than improve. By providing access to local meat processing, this project will allow new ranchers to begin meat production knowing that they have a financially viable way to process and add value to their products.

Maintaining and expanding jobs at local butcher shops is critical for local economic stability as well as maintaining the local food supply. Currently, it is very difficult to transport whole animals for professional butcher shops. This provides further cost to ranchers who need to pay higher fees for animals to be broken down on site at meat processing facilities. Butchering is a skill, so the skilled butchers of local grocers will diminish as that task is replaced by pre-packaged meat cuts.

We estimate the creation of 50+ new jobs.

7) Describe who supports this project and in what ways?

This project is supported by:

- Redwood Region Economic Development Commission
- American Ag Credit
- Agricultural support entities such as NCGA, Farm Bureau, UC Cooperative Extension, Community Alliance with Family Farmers, California Center for Rural Policy, Cattlemen's Associations
- Ranchers and small scale meat producers in Humboldt, Del Norte, Trinity, and Mendocino Counties, as well as on adjacent Tribal lands.
- Large scale buyers of locally processed meat, who are being affected by large price increases due to the lack of access to a local processor, such as Food for People and Family Resource Center of the Redwoods, North Coast Co-op, Murphy's Markets, Eureka Natural Foods, K-12 school districts, Cal Poly Humboldt
- Small scale buyers of local meat, such as farmers' market customers, regional tribes, K-12 charter schools
- County and State representatives such as Representative Jared Huffman, Senator Mike McGuire, Humboldt County Supervisors, various City Council representatives

throughout Humboldt and Del Norte Counties

NCGA has been advocating for local ranchers ever since the crisis with the closure of Redwood Meats occurred and elevating this critical infrastructure need to all of these interested parties for over 9 months. However, the need for a new, advanced and larger facility with value added production capacity, was identified in various economic development planning processes over 20 years ago. The 2010 Humboldt County Community Food Assessment identified meat processing as vulnerable and critical to the local food economy.

8) Describe the financial structure for this project. What is the total cost? What are the sources of funding/matching funds? How specifically will Headwaters funds be used?

Headwaters funds will be used to support the completion of a feasibility study. NCGA is the lead applicant and project manager, who will be responsible for releasing the RFP, hiring a consultant, confirming a work plan and timeline, tracking budget and reimbursements, and submitting the final report.

The \$74,995.80 requested from Headwaters fund includes the whole cost of the feasibility study, support for NCGA staff time, travel to attend focus groups and conduct interviews with critical partners, and 10% indirect. NCGA will provide in-kind match through staff time for 3 key personnel, and facility rental for meetings and focus groups, and cash match in the form of meeting supplies and travel reimbursement for farmer and rancher time to participate in focus groups. Redwood Region Economic Development Commission, Helianth Partners and Foggy Bottoms Boys will each provide match committed for consultation throughout the project period.

9) Complete the budget template to demonstrate the financial structure.

Attached.

10) Describe how you will acknowledge the Headwaters Fund in your work.

Once completed, Headwaters will be thanked in the final report, as well as when seeking funding for implementation, in press releases about the project, and in a physical acknowledgement within the new facility. NCGA staff will present the final report and plans for next steps before the Humboldt County Board of Supervisors.

Attachments

Required Attachments

Please attach the following after the project narrative

Project Budget

use the budget format outlined below and include a description of match sources.

Project_Budget_NCGA_Headwaters.pdf

109.67KB

(PDF preferred) max file size 10 MB

Expand to see Sample Project Budget Format



Click here to download Sample Project Budget: [Project_Budget_Template.xlsx](#)

SAMPLE PROJECT BUDGET FORMAT

Use the following format for your project budget submittal. You may modify this form to meet your project's needs. For major expenses, please be specific.

***Match Sources** - list all other funding sources for this project. For each source, list whether the amount is received, committed, application pending, or not yet solicited.

Project Expense Item	Total Cost (\$)	Requested Amount from HWF	Matching Funds Amount	Source of Matching Funds*
<i>Example: Travel</i>	<i>5,000</i>	<i>2,000</i>	<i>3,000</i>	<i>United Way Grant</i>
Direct Salaries & Wages (breakdown by individual position & indicate full or part-time)				
Staff 1:				

Governance

List of your board of directors or council members.

NCGA Board of Directors 2025.pdf

143.53KB

(PDF preferred) max file size 10 MB

Support Letters

attach documentation of collaboration and/or project need in the form of up to 5 Letters of Support, Letters of Partner Commitment, and/or Memoranda of Understanding.

Letter of Support_NCGA_RREDC.pdf

560.08KB

Letter of Support_NCGA_Headwaters_Foggy Bottoms Boys.pdf

78.86KB

Letter of Support_NCGA_CAFF.pdf

669.12KB

Helianth_LOS_NCGA_Headwaters.pdf

96.89KB

(PDF preferred) max file size 10 MB - up to 5 attachments

IRS tax status certification

most recent (for non-profits only)

NCGAIRSTaxExemptLetter 501 c 3 2008.pdf

2.05MB

(PDF preferred) max file size 10 MB

Annual operating budget

Headwaters_NCGA 2025 Budget - 2025.pdf

95.54KB

(PDF preferred) max file size 10 MB

Timeline with expected project milestones and completion dates

sample below

Timeline_NCGA.pdf

78.68KB

(PDF preferred) max file size 10 MB

[Expand to see Sample Timeline](#)



Click here to download Sample Project Timeline: [Timeline_Template.xlsx](#)

Timeline Sample

Date	Milestone
01/20/2024	Traffic Study
04/05/2024	Conceptual utility and infrastructure master plan

Optional Attachments

Resumes

brief resumes of key personnel

KEY PERSONNEL NCGA.pdf

212.26KB

(PDF preferred) max file size 10 MB

Market Analysis

(PDF preferred) max file size 10 MB

Business Plan

(PDF preferred) max file size 10 MB

Associated Research

(PDF preferred) max file size 10 MB

EXHIBIT C
Project Budget

<u>Project Expense Item</u>	<u>Total Cost (\$)</u>	<u>Requested Amount from HWF</u>	<u>Matching Funds Amount (\$)</u>	<u>Source of Matching Funds</u>
<u>Direct Salaries & Wages (breakdown by individual position & indicate full or part time)</u>				
<u>Staff 1: Portia Bramble, Executive Director. 100 hours x \$50</u>	<u>5000</u>	<u>2500</u>	<u>2500</u>	<u>North Coast Growers Association, USDA</u>
<u>Staff 2: Megan Kenney, Harvest Hub Director. 50 hours x \$40</u>	<u>2000</u>		<u>2000</u>	<u>North Coast Growers Association, USDA</u>
<u>Staff 3: Laura Hughes, Director of Operations. 100 hours x \$50</u>	<u>5000</u>	<u>2500</u>	<u>2500</u>	<u>North Coast Growers Association, USDA</u>
<u>Feasibility Study- Helianth Partners and additional Consultants</u>	<u>60000</u>	<u>60000</u>		
<u>Economic Development and Financial Planning Consultation time</u>	<u>4500</u>		<u>4500</u>	<u>Redwood Region Economic Development Commission</u>
<u>Project Pre-Development and Planning Consultation time</u>	<u>5000</u>		<u>5000</u>	<u>Helianth Partners</u>
<u>Regional Production Capacity Consultation time</u>	<u>5000</u>		<u>5000</u>	<u>Foggy Bottoms Boys, Thomas Nicholson-Stratton</u>
<u>Travel: \$.70 x 340 miles per month x 6 months. Travel to focus group meetings</u>	<u>1428</u>	<u>1428</u>		
<u>Equipment: N/A</u>				
<u>Meeting Room Rentals. 4 meetings x \$500</u>	<u>2000</u>		<u>2000</u>	<u>North Coast Growers Association</u>
<u>Meeting supplies and travel reimbursement for focus group participants</u>	<u>2500</u>		<u>2500</u>	<u>North Coast Growers Association, USDA</u>
<u>Other: Indirect Rate 10%</u>	<u>6817.8</u>	<u>6817.8</u>		
<u>Total Project Cost</u>	<u>103445.8</u>	<u>74995.8</u>	<u>28450</u>	
<u>% of Total Project Cost</u>		<u>72.5%</u>	<u>27.5%</u>	

EXHIBIT D **Funds Request Form** **Example**

Section 1									
<u>Headwaters Fund - Grant Funds Request Form</u>									
Grantee Recipient: _____ E-Mail Address: _____					Grant No.: _____				
Make Payment To: _____					Preparer: _____				
Address: _____					Grant Agreement Start Date: _____				
City: _____					Title: _____				
Zip Code: _____					Grant Agreement Expiration Date: _____				
Funds CANNOT be paid past the Expiration Date. Notify HWF Staff at least 90 days prior to this date to request an extension.									

Section 2									
Payment Request Number: <u>1</u>									
Quarterly Reporting Period From: _____ To: _____									
Contract Activities per Approved Budget	Budget Category From Approved Project Budget	HWF Approved Budgeted Amount	HWF Amount Requested In Prior Periods	HWF Funds Requested In This Period	Total HW Funds Requested to Date	HWF Balance Remaining	Cash Match Budgeted	Cash Match Spent to Date	Cash Match Still Required
		\$ -	\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -	\$ -			
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		\$ -	\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -	\$ -			
Total Payment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(10% Retention - will be held from final payment pending final report)									

Section 3	
<u>Grantee Certification:</u>	
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.	
Print Name: _____	Title: _____
Authorized Signature: _____	Date: _____

Section 4	
<u>Headwaters Fund Approval</u>	
Headwaters Fund Address: 520 E Street, Eureka, CA 95501	
Print Name: _____	Title: _____
Authorized Signature: _____	Date: _____
Revised 02-18-2021	

*An excel version of this document will be sent via email.

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: _____

Organization: _____ Preparer: _____ Grant No.: _____

Address: _____ Title: _____ Grant Start Date: _____

_____ Phone: _____ Grant End Date: _____

Phone: _____ email: _____

Please respond to the following prompts on an additional page, provide as much detail as necessary:

Project Successes to Date:

Describe your successes on the project so far. What milestones have been achieved? What outcomes are already visible?

Timeline and Budget Status:

Are grant activities proceeding according to the original timeline and budget?

If not, please address the following:

- List any activities that are delayed or have exceeded cost projections.
- Include any proposed revisions to the timeline or budget, including new estimated dates or budget reallocations.
- Explain how delays or overages are affecting overall project progress or outcomes.

Challenges or Unforeseen Issues

Describe any problems or unforeseen circumstances encountered during project implementation. How are you addressing these issues? Are there specific actions or support that the Headwaters Fund staff can provide to assist?

Additional Information

Is there anything else that the Headwaters Fund Board or staff should know about your project at this stage? This may include upcoming risks, pending decisions, key partnerships, or planned outreach and media efforts.

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:

Project Title:

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

1. Economic Impact Strategy:

- Describe your original plan for improving the local economy.
- What specific need or issue did your project seek to address?
- What was your overall strategy or theory of change?

2. Outcomes & Problem Solving:

- Were you successful in filling the need or solving the problem you set out to address?
- If yes, explain how.
- If no, explain why and what was learned.

3. Job Creation:

- How many jobs were created or retained as a result of this project?
- Please include both direct and indirect jobs if applicable.
- Specify full-time vs. part-time or seasonal if relevant.

4. Challenges & Solutions:

- What were the primary challenges you encountered during the project, and how did you address them?

5. Partnerships & Testimonials:

- Which industries, businesses, or organizations did you work with?
- Please include names and sectors.
- Attach any testimonials, quotes, or letters of support that speak to the project's impact on these partners.

6. Measurable Objectives:

- Based on your economic development strategy, what were your specific measurable objectives?
- Were these objectives achieved?
- Please include quantitative data (e.g., number of businesses supported, square footage improved, individuals trained, etc.)

7. Leveraged Funds:

- Did this project leverage outside funding?
- If yes, how much additional funding was brought into the area as a result of this project?
- Please list funding sources and amounts.

8. Export Potential or Knowledge Development:

- Did your project result in the creation of knowledge, products, or services that can be marketed or sold outside the area?
- If yes, describe what was developed and outline its potential market or export value.

9. Lasting Benefits:

- What are the long-term or lasting benefits of the project?
- Please describe both quantitative benefits (e.g., revenues generated, workforce pipeline improvements) and qualitative benefits (e.g., improved community cohesion, innovation culture).

10. Sustainability & Continuity:

- How do you plan to continue or build upon the work started by this project?
- Include details about funding, partnerships, or expanded activities.

11. Experience with Headwaters Fund:

- What comments do you have about your experience working with the Headwaters Fund and its staff?
- Suggestions for improvement are welcome.

12. Additional Comments:

- Do you have any other comments or reflections about the project or the funding experience?

13. Media, Recognition, & Publicity:

- Please attach any press releases, media coverage, or promotional materials produced about your project.

- If applicable, describe how you have recognized the Headwaters Fund's support (e.g., signage, social media, events).

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: _____

DRAFT

EXHIBIT C

Headwaters Fund Recognition Policy

Purpose

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

Policy

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

Implementation

Logo Use

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

Press Releases

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

Public Events

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

Research

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

Contact

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

**GRANT AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT, HEADWATERS FUND
AND
NORTH COAST HEALTH IMPROVEMENT AND INFORMATION NETWORK**

Contract #25-GF-05

This Agreement is made and entered into this first day of July, 2025 by and between the County of Humboldt, Headwaters Fund, a political subdivision of the State of California (hereinafter called “the County”) and the North Coast Health Improvement and Information Network, a 501 (c) 3 Non-profit 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 April 8, 2025 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 July 1, 2025, 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

Grantee shall utilize the grant funds for The North Coast Health Improvement and Information Network (NCHIIN) will expand its health information exchange infrastructure in Humboldt County.(the “Project”). The specific tasks to be carried out are set forth in Exhibit A- Scope of Work (to include activities, objectives and deliverables) and Exhibit B (Grantee’s grant proposal), both of which are attached hereto and incorporated in full herein.

II. AWARD AMOUNT AND DISBURSEMENT

- A. County agrees to pay Grantee from the Headwaters Fund a sum not to exceed Forty Eight Thousand Dollars (\$48,000) 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 in full by reference. Grantee shall bear the responsibility for any Project costs in excess of \$48,000.
- 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. TERM

- A. This Agreement shall commence on the date indicated above and shall terminate on June 30, 2026 unless extended by the written agreement of the parties or sooner terminated as provided for herein.

IV. GRANT MODIFICATIONS

- A. Deviations of any single category proposed in the line-item budget must receive written approval of the County at the following levels of approval:
 - 1. Headwaters Fund Executive Director may adjust changes in grant timelines, activities, and partners that are consistent with original Project goals, target populations, and geographical focus. Headwaters Fund Executive Director may approve budget changes under \$10,000 in aggregate.
 - 2. The Headwaters Fund Board must approve changes in Project goals, target population, and geographic focus. Budget changes of \$10,000 in aggregate 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 Coordinator. The request must be submitted at least forty-five (45) days prior to the expiration date of the grant. The request must explain the need for the extension

and include an estimate of the unobligated funds remaining and a plan for their use. Unobligated funds remaining at the expiration of the grant is not sufficient justification for an extension. The plan must adhere to the previously approved objectives of the Project.

V. GRANT REPORTING AND AUDITING

A. Reporting

1. Grantee will submit Quarterly Reports to Headwaters Staff. Each of these reports covers three months of the calendar year and is due thirty days after the end of the quarter (April 30, July 31, October 31, January 31). Reporting will begin after the first full quarter after the start date of the contract (i.e. if the contract start date is February 1, the first Quarterly Report is not due until July 31). Failure to provide up to date reports may result in termination of the award or a hold to your payment until all reports are up to date and submitted. 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 four years from the end of this Agreement's term. In the event the term of this grant is extended under Paragraph III of this Agreement, the County's rights and obligations under this provision shall be extended for the same period of time.

VI. GRANT EVALUATION

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

VII. FUNDER RECOGNITION AND MEDIA RELEASE

- A. Grantee shall identify The Headwaters Fund as a support organization on all published material relating to the subject matter of the award for the life of the program or project.
- 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 written 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.

GRANTEE

BY: _____
(Signature)

TITLE: _____
(Print Title)

VIII. INSURANCE REQUIREMENTS:

- A. This Contract shall not be executed by County and the Grantee is not entitled to any rights, unless certificates of insurances (or other sufficient proof that the following provisions have been complied with) and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting Grantee's indemnification obligations provided for herein, Grantee shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Grantee, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

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 Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) 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
825 5th Street, Ste 112,
Eureka, CA 95501
(707)445-7745
headwaters@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. 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 Agreement.
7. County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and Grantee shall be required to purchase additional coverage to meet the aggregate limits set forth above.

IX. INDEMNIFICATION

- A. Hold Harmless, Defense and Indemnification. Grantee shall hold harmless, defend and indemnify County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, Grantee's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of County.
- B. Effect of Insurance. Acceptance of insurance required by this Agreement does not relieve Grantee from liability under this provision. This provision shall apply to all claims for damages related to Grantee's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

X. TERMINATION FOR CAUSE

The County, in its sole discretion, may terminate this Agreement immediately upon notice if, in the opinion of the County, Grantee fails to perform 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 and/or available to it under the law, including, but is not limited to, repayment of

grant funds and/or return of equipment purchased, etc. If the Agreement is terminated for cause, the Grantee will repay all grant funds and/or return all assets purchased to the County.

XI. NOTICES

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

Headwaters Fund Director
Economic Development Division
County of Humboldt
825 5th Street, Ste 112, Eureka, CA 95501
(707) 445-7745
headwaters@co.humboldt.ca.us

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

Rosemary DenOuden
Hospice of Humboldt
2315 Dean Street
Eureka, CA 95501
(707) 443-4563 ext. 160
josborne@humboldt.ca.us

C. Any and all notice(s) required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the forgoing.

XII. MISCELLANEOUS

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

B. General Legal Requirements. Grantee hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the terms and conditions of this Agreement.

C. Relationship of Parties: It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that Grantee shall not be entitled to any benefits to which County employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Grantee shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

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: Grantee hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the terms and conditions of this Agreement throughout the life of the Agreement.
- G. Nuclear Free Humboldt County Ordinance Compliance: Grantee certifies by its signature below that Grantee is not a Nuclear Weapons Contractor, in 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, and its subcontractors, shall not unlawfully discriminate in the provision of services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

Compliance with Anti-Discrimination Laws. Grantee further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

- J. Entire Agreement: This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of

this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of 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. Jurisdiction and Venue: This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure §§ 394 or 395.
- M. Severability: If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- N. No Waiver: The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement. In no event shall any payment by County constitute a waiver of any breach of this Agreement or any default which may then exist on the part of Grantee. Nor shall such payment impair or prejudice any remedy available to County with respect to any breach of default. County shall have the right to demand repayment of, and Grantee shall promptly refund, any funds disbursed to Grantee, which in the judgment of County were not expended in accordance with the terms of this Agreement.
- O. Confidential Information: In the performance of this Agreement, Grantee may receive information which is confidential information under state or federal law. Grantee agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.
- P. Public Works: To the extent the Project, or any part thereof, constitutes a public work under the California Labor Code and/or the Public Contract Code, Grantee will abide by the prevailing wage laws and the contracting requirements of the respective codes. Grantee's indemnification and insurance obligations in favor of County under this Agreement specifically extend to these obligations.
- Q. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- R. Non-Liability of County Officials and Employees. No official or employee of County shall be personally liable for any default or liability under this Agreement.
- S. Attorney's Fees. If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys'

fees on appeal, if applicable. As used herein, the term “prevailing party” means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

- T. Survival of Provisions. The duties and obligations of the parties set forth in Section V – Grant Reporting and Auditing, Section XII(O)– Confidential Information and Section IX – Indemnification shall survive the expiration or termination of this Agreement.
- U. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.
- V. Counterpart Execution. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.
- W. 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: _____
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 North Coast Health Improvement and Information Network (NCHIIN) will expand its health information exchange (HIE) infrastructure to enhance real-time data sharing among healthcare and social service providers in Humboldt County.

Activities

1. Assist five local healthcare organizations (Ikigai Physicians, Redwood Pediatrics, Fortuna Family Medical Group, Priority Care Center, and Mad River Community Hospital) in meeting DxF data-sharing requirements.
2. Upgrade interface technology, including the Mirth Connect interface engine, to support secure data exchange.
3. Develop and implement new interfaces to connect NCHIIN's network with national health information networks such as the Patient Centered Data Home.
4. Establish technical connections with local referral providers to enable automated sharing of consult notes and visit summaries.
5. Hire and utilize a project manager to oversee implementation, support provider onboarding, and monitor progress.
6. Address technical barriers identified in the Capabilities Assessment, including vendor-specific interoperability gaps.

Objectives

1. Enhance electronic health record (EHR) interoperability across Humboldt County in compliance with California's Data Exchange Framework (DxF) mandate.
2. Improve the ability of healthcare providers to access and exchange real-time health information, reducing administrative burden and delays.
3. Strengthen care coordination and support continuity of care across local and national healthcare systems.
4. Support independent medical practices in achieving DxF compliance through centralized technical assistance.

Deliverables

1. Provide operational interface connections between NCHIIN and national health information networks, enabling cross-network querying and retrieval of EHRs.
2. Fully integrated local provider interfaces to reduce reliance on manual methods such as faxing or accessing multiple portals.
3. Functioning real-time data-sharing mechanisms that fulfill the DxF compliance requirements for all participating practices.
4. Timely Submission of Quarterly and Final Reports

Timeline

Date	Milestone
5/31/2025	Design and contracting
6/30/2025	Establish connectivity
7/01/2025	Build and configure interfaces
7/31/2025	Testing and training
8/30/2025	Go-live
9/29/2025- 12/28/2025	Post go-live feedback

EXHIBIT B
Project
Application



Headwaters Competitive Grant Application

Overview



County of Humboldt
Economic Development Division
Headwaters Competitive Award



Thank you for your interest in the Headwaters Grant Fund. As specified in our Charter, our purpose is to:

- a) Support the growth of industry clusters and increase the number of sustainable jobs that pay near or above the median income;
- b) Enhance the quality of life through social and environmental projects that promote healthy communities and protect and enhance the natural environment.

Applications are due no later than 02/01/2025 11:59 PM. Given the fund's current commitments, the annual allocation this year will be \$300,000. Awards generally don't exceed \$75,000, although exceptions may be made for unique projects with exceptional impacts in the Funding Focus area. Awards recommendations are made to the Board of Supervisors and are anticipated to be presented in June of 2025.

This application form, instructions, and information on the Grant Fund may be found on our website at [Headwaters Fund | Humboldt County Economic Development, CA](#)

APPLICATION PACKET CHECKLIST

Please submit the following documents, in pdf format and labeled appropriately.

- ____ Coversheet (Page 1-2 of the Application, attached)
- ____ Narrative (5 pages maximum, 12 point font, 1" margins)
- ____ Project Budget with description of matching funds
- ____ List of members of the Board of Directors
- ____ Up to five letters of support
- ____ Most recent IRS tax status certification (for non-profits only)
- ____ Organization's current annual operating budget
- ____ Project Timeline with milestones and expected completion dates

Please contact Ryan Heitz, Economic Development Coordinator, to discuss any questions about your application by emailing headwaters@co.humboldt.ca.us. Applications must be submitted electronically.

Applications are subject to public records acts and disclosure requirements.

Scoring

Scoring Rubric

The Headwaters Fund Board will use the following rubric to guide its decision-making process; however, it will not solely determine award priorities.

Category	Possible Points
Quality of proposal; likelihood of success	25

Impact of project; community benefit; demonstrated need	40
Sustainability/longevity of outcomes	10
Demonstrated Level of Support	10
Viability/appropriateness of budget; matching funds; use of Headwaters funds	15
Total	100

Application

Date of application
01/30/2025

Contact Information

Contact Person Name
Jessica Osborne-Stafsnes

Contact Person Title
Chief Operating Officer

Contact Email
josborne@humboldtpta.com

Contact Phone
707.443.4563, ext. 160

Contact Address
2315 Dean Street, Eureka, CA 95501

Organization Information

Organization Name
North Coast Health Improvement & Information Network (NCHIIN)

Director / CEO
Rosemary DenOuden

Organization Type
(For joint applications select all that apply)

- ☒ Non-profit (e.g., 501(c)3)
- ☐ California registered unincorporated nonprofit association
- ☐ Government jurisdiction in Humboldt County
- ☐ Tribal Government/Agency
- ☐ Other

Summarize the organization's mission
NCHIIN's mission is to improve the health of the people of Humboldt County with health information exchange and support for community health improvement.

Authorization and Acknowledgement

Authorized representative name *
Tina Tvedt-Schaible

Authorized representative title
Project Manager

Budget Information

Total current year organizational budget

\$1,060,030.00

Number of full-time employees

8

Amount of HWF requested

\$166,080.00

Total project cost

\$514,353.00

Grant timeline: start

Please provide the timeline of Headwaters Funds to be utilized

04/01/2025

Grant timeline: end

12/31/2025

Project timeline: start

Please provide the timeline of your project

06/01/2024

Project timeline: end

01/31/2026

Has the organization previously applied for and received Headwaters funding?

☒ Yes ☐ No

If yes, please explain when, how much funding was awarded, and for what purpose

NCHIN was awarded seed funding to start the health information exchange program in 2010.

Project Information

Project title*

Bridging Health: North Coast HIE Expansion

Type of project*

☐ Planning ☒ Implementation ☐ Technical Assistance

Implementation: Total project cost

\$514,353.00

(Required 50% match)

Please provide a brief summary of the project

how your project aligns with the Humboldt County Comprehensive Economic Development Strategy (CEDS) or benefit base industries

North Coast Health Improvement and Information Network (NCHIN) is submitting a request for funding support expansion of the transformative health information exchange (HIE) project in Humboldt County. NCHIN serves as the region's foremost HIE, fostering real-time data sharing among healthcare and social service providers. To expand essential connectivity, we are requesting \$166,080 to support one-time, key project components, including infrastructure expansion (server acquisition), enhanced connectivity (local and national network interfaces), and sustainable operations (interoperability licensing).

The connectivity established between regional and national partner organizations will help support the capacity of NCHIN to better meet the needs of local patients and healthcare providers. This funding will directly impact patient care by improving timely access to data, reducing medical errors, and strengthening care coordination, ultimately breaking barriers in healthcare access across our community. Moreover, this project supports small private practices and hospitals to achieve compliance with the state's new Data Exchange Framework (DxF) requirements in a cost-effective way by using NCHIN as the regional hub to support mandated connectivity for the DxF.

250 words maximum

Which industry is your project working with? (check 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
- ☐ Other

Strategy being employed to promote economic development (check 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

Narrative

Please answer the questions below. The entire narrative is limited to 5 pages. Answers should be written in 12 point font with 1" margins. For further explanation of the questions, please see the Grant Application Instructions.

1) Provide an overview of your project. Describe the need for your project and what will be achieved (what is the current situation and what is the desired outcome?) How critical is the need? What are possible alternatives? Who is leading the project and who is participating in the project? Will the project be able to proceed without Headwaters funding?

The North Coast Health Improvement and Information Network (NCHIIIN) is spearheading a critical initiative to enhance electronic health record (EHR) interoperability across Humboldt County, aligned with California's Data Exchange Framework (DxF) mandate. The new DxF mandate requires real-time health record sharing among all healthcare organizations to improve patient care.

In early 2024, NCHIIIN was awarded a DxF Technical Assistance grant from the California Center for Data Insights and Innovation (CDII) to assist five independent medical practices (Kigai Physicians, Redwood Pediatrics, Fortuna Family Medical Group, Priority Care Center, and Mad River Community Hospital) in meeting DxF requirements. Progress to date includes hiring a Project Manager, upgrading the Mirth Connect interface engine, and work to establish secure interface connections with some of these grant-funded participants.

One critical unfunded component of this project is the technology needed to connect with national health information networks, such as the Patient Centered Data Home, enabling partner practices to query and retrieve electronic health records (EHRs) from providers beyond NCHIIIN's local network, as well as connections with referral providers.

A recent Capabilities Assessment (summary attachment provided) revealed that local partner practices face significant challenges and gaps. These include:

- Local healthcare providers struggle to obtain medical records from major healthcare organizations such as UCSF, Adventist, Sutter, Stanford, and Providence in a timely manner that does not put excessive burden on staff to go to multiple web portals or reliance on antiquated faxes to gather the documents.
- Priority Care Center's and Mad River Community Hospital's EHR vendors have additional, unanticipated project costs.
- Referral providers, such as Providence Medical Specialists Group and Mad River Community Hospital, don't automatically share consult notes and visit summaries with referring providers to meet DxF compliance and support continuity of care.

NCHIIIN currently lacks the necessary national connectivity, local provider linkages and performance monitoring tools to fulfill these requirements. Therefore, we are requesting funding from Headwaters to support interface development costs, enabling seamless integration with local providers and national health information networks.

NCHIIIN will expand upon its role as a centralized hub for cost-effective and compliant health data exchange. This initiative will drive more efficient healthcare service delivery, ensuring providers can expand access to medical care, improve patient outcomes, and save lives by making comprehensive medical information available at the point of care.

Without Headwaters Fund support, completing this project will be challenging. These activities are critical to fulfilling the deliverables of the DxF Technical Assistance grant and meeting regulatory requirements. If NCHIIIN is unable to facilitate this process, individual practices would face significantly higher costs to establish national connections independently and most organizations don't have the IT expertise to successfully interface with outside healthcare organizations.

2) Describe the impact of your project. Who is impacted? Who benefits (directly and indirectly)? What will be the effect of the impact? How will you measure the impact?

Independent private practices are grappling with increasing financial and regulatory pressures, which threaten their sustainability and the overall stability of the local healthcare system. Without targeted support, further disruptions to healthcare access in Humboldt County may occur.

Through this project, NCHIIIN is alleviating the burden on local providers by facilitating DxF compliance and implementing seamless IT solutions. The Office of the National Coordinator for Health IT highlights key benefits of enhanced EHR interoperability, including:

- Improved patient care quality and safety by reducing medical errors.
- Increased efficiency by eliminating redundant paperwork.
- Enhanced clinical decision-making tools for healthcare providers.
- Reduced unnecessary testing and improved public health monitoring.
- Lower healthcare costs through more streamlined record-sharing.

Specifically, this project will strengthen the North Coast economy by enhancing healthcare efficiency, reducing administrative burdens on medical practices, and creating

job opportunities in health IT and data management. By streamlining electronic health record exchange, local healthcare providers can operate more efficiently, reducing costs and allowing them to expand patient services. Additionally, the project supports skilled job growth by funding interface development roles, technical support positions, and administrative staff needed to maintain and optimize data-sharing systems. These improvements will help sustain independent medical practices, ensuring continued access to quality healthcare while contributing to the region's economic stability.

Project impact will be measured by:

- Reduced time required for medical records retrieval.
- Increased provider satisfaction with national record-sharing functionality.
- Successful integration with national networks and referral specialists.

3) Describe the timing of your project. When will the work occur? Are there phases? If so, which phase is included in this proposal. When will the work be completed?

This initiative follows a structured five-phase approach during the estimated project period from April 2025 through December 2025:

- Plan/Design (Months 1-2): Secure necessary hardware/software and contract with partner organizations.
- Build/Config (Months 3-7): Establish secure connections with new network partners and phased interface build activities.
- Test & Train (Months 5-8): Conduct testing of interfaces and provider training.
- Production/Go-Live (Month 6-9): Activate interfaces and ensure seamless operations.
- Monitor/Adjust (Months 6-9): Address post-implementation feedback and refinements.

Once awarded, NCHIIN will purchase the hardware and software needed for the health information exchange expansion and launch into contracting with the Patient Centered Data Home (PCDH National Network), eClinical Works, Mad River Community Hospital, Providence Medical Specialist Group, and Zen Insights. Part of the contracting process will include review of the design and scope of the interfaces being built. After contracts are complete, NCHIIN will work with the national network and local partners to establish secure connectivity as the foundation for data sharing.

The next steps are to build and test the interfaces. This is the core of the project work and will take 6-8 weeks per interface. To ensure NCHIIN has sufficient technical staff dedicated to the interface builds, this phase of the project will be staggered as outlined on the timeline document. A vital component of the interface work during this phase of the project is working with practices to review new and updated workflows and provide staff training. Additionally, NCHIIN will program the Zen Insights dashboard and alert system to monitor the interface performance.

After the interfaces are built and the functionality has been sufficiently tested, NCHIIN and project partners will proceed with go-live in the production environment. During this phase, NCHIIN will work closely with the local health care practices to ensure the interfaces are working properly and refine the flow of information sharing, as needed. After the production phase, there is a post go-live feedback period, when NCHIIN's team will stay in regular communications with project partners to confirm the interfaces are optimized to meet the needs of the local healthcare partner organizations.

4) Describe how this project (or the outcome) will be sustained into the future.

Once interfaces are live, ongoing maintenance requirements are minimal. NCHIIN will continue monitoring and optimizing interface performance through its existing interface development team, funded by HIE Participant fees. Future EHR updates will be supported through fee-based interface development services, ensuring long-term sustainability.

5) Describe the resources that are needed and/or will be used for this project. Will the project bring in resources or funding from outside Humboldt County, either as part of the project, or as a result of the project?

The key resources that will be utilized for this interface expansion project include NCHIIN's existing personnel and health information exchange (HIE) technology. The personnel working on this project include NCHIIN's Project Manager, Tina Tvedt Schauble, and NCHIIN's Healthcare Integration Engineer, Eric Eichelberger. Both individuals have extensive experience, as detailed on the attached resumes/bios, to support successful project implementation. Moreover, the cornerstone of the interface development is NCHIIN's Mirth Connect interface engine software technology which is the backbone of the HIE and is utilized to create and maintain interface channels and securely share records in real-time with project partners.

NCHIIN has a solid foundation in supporting electronic records exchange for healthcare organizations across the North Coast and acknowledges the Headwaters Fund for being one of the initial funders for the HIE network development back in 2010. In addition to local funding support, this project will bring external funding and expertise into Humboldt County, strengthening healthcare IT infrastructure. To enhance interface work, NCHIIN collaborates with key industry partners, including the Center for Data Insights and Innovation (CDII) for DxF policy and funding support.

6) Describe the workforce impacts of this project? Will the project create work/employment opportunities? How many workers are impacted and in what ways? Are new jobs created?

Although not listed as an itemized expense on the project budget, this project will support IT-related jobs in Humboldt County. Project partners will utilize internal and external health information technology personnel to complete the interface build. Partners will rely on NCHIIN and EMR vendors for staff training and workflow development. This project will increase efficiency for local healthcare staff by reducing administrative burdens associated with manual records processing, helping alleviate the frequent staffing shortages experienced by healthcare organizations. Clinicians will have more time for direct patient care, enhancing both workplace efficiency and patient outcomes. Overall, the HIE expansion project will contribute to an environment that supports provider retention by reducing fatigue and burnout caused by current systems.

7) Describe who supports this project and in what ways?

Key project supporters include:

- CDII, providing financial support through the DxF Technical Assistance Grant.
- Local partner medical practices, including those actively engaged in DxF interface implementation (Ikigai Physicians, Fortuna Family Medical, Inc., Redwood Pediatrics and Mad River Community Hospital), as well as new project partners (Priority Care Center and Providence Medical Group)
- Humboldt-Dei Norte IPA, offering administrative and staffing support for the HIE.
- Patient Centered Data Home, national network connections, HIE best practices and FHIR-based technical assistance.
- Zen Healthcare IT, performance monitoring integrated with Mirth Connect

8) Describe the financial structure for this project. What is the total cost? What are the sources of funding/matching funds? How specifically will Headwaters funds be used?

The total project cost is \$514,353, allocated as follows:

- Personnel & Benefits – \$196,452
- Subcontracts & Professional Fees – \$163,500
- Equipment – \$15,401
- Other Costs – \$139,000

NCHIIIN is requesting \$166,080 from Headwaters, covering:

- Personnel expenses – \$28,080
- Interface connections (Providence Medical Group, Priority Care Center & eClinical Works, PCDH National Network, Zen Insights) – \$102,500
- Software & hardware purchases – \$35,500

Matching funds from CDII's 20-month Dx/F Technical Assistance Grant include:

- Mirth Connect upgrade, hardware expansion – \$118,901
- Interface engineer labor – \$19,760 + benefits
- Project Manager salary – \$104,960 + benefits
- Partner agency & EHR vendor expenses – \$61,000

9) Complete the budget template to demonstrate the financial structure.

(See attached budget template for detailed financial breakdown.)

10) Describe how you will acknowledge the Headwaters Fund in your work.

Upon award, NCHIIIN will acknowledge Headwaters Fund support through:

- Monthly e-newsletter publications.
- Recognition on NCHIIIN's Data Exchange Framework website.
- Public-facing reports on project progress and outcomes.

Attachments

Required Attachments

Please attach the following after the project narrative

Project Budget

use the budget format outlined below and include a description of match sources.

Headwaters Grant Budget Jan 2025.xlsx

18.65KB

(PDF preferred) max file size 10 MB

Expand to see Sample Project Budget Format



Click here to download Sample Project Budget: [Project_Budget_Template.xlsx](#)

SAMPLE PROJECT BUDGET FORMAT

Use the following format for your project budget submittal. You may modify this form to meet your project's needs. For major expenses, please be specific.

***Match Sources** - list all other funding sources for this project. For each source, list whether the amount is received, committed, application pending, or not yet solicited.

Project Expense Item	Total Cost (\$)	Requested Amount from HWF	Matching Funds Amount	Source of Matching Funds*
<i>Example: Travel</i>	<i>5,000</i>	<i>2,000</i>	<i>3,000</i>	<i>United Way Grant</i>
Direct Salaries & Wages (breakdown by individual position & indicate full or part-time)				
Staff 1:				
Staff 2:... etc.				
Sub-total: all Direct Salaries & Wages				

Governance

List of your board of directors or council members.

NCHIN Board Members Jan 2025.docx

20.15KB

(PDF preferred) max file size 10 MB

Support Letters

attach documentation of collaboration and/or project need in the form of up to 5 Letters of Support, Letters of Partner Commitment, and/or Memoranda of Understanding.

Combined Letters of Support NCHIN HIE.pdf

1.45MB

(PDF preferred) max file size 10 MB - up to 5 attachments

IRS tax status certification

most recent (for non-profits only)

IRS letter NCHIN.pdf

55.24KB

(PDF preferred) max file size 10 MB

Annual operating budget

NCHIN 2024-25 Org Budget.pdf

277.9KB

(PDF preferred) max file size 10 MB

Timeline with expected project milestones and completion dates

sample below

Headwaters Timeline_Jan 2025.xlsx

26.87KB

(PDF preferred) max file size 10 MB

Expand to see Sample Timeline



Click here to download Sample Project Timeline: [Timeline_Template.xlsx](#)

Timeline Sample

Date	Milestone
01/20/2024	<i>Traffic Study</i>
04/05/2024	<i>Conceptual utility and infrastructure master plan</i>

Optional Attachments

Resumes

brief resumes of key personnel

NCHIIN Bios_Resumes.docx

21.18KB

(PDF preferred) max file size 10 MB

Market Analysis

NCHIIN HIE Market_Capabilities_Assessment 2024.xlsx

23.54KB

(PDF preferred) max file size 10 MB

Business Plan

(PDF preferred) max file size 10 MB

Associated Research

(PDF preferred) max file size 10 MB

EXHIBIT C

Project Budget

Project Expense Item	Total Cost (\$)	Requested Amount from HWF	Matching Funds Amount (\$)	Source of Matching Funds
Project Expense Item	Total Cost (\$)	Requested Amount from HWF	Matching Funds Amount	Source of Matching Funds
Direct Salaries & Wages (position title & FTE)				
Project Manager (.8) - \$40/hr.	\$ 104,960	\$ -	\$ 104,960	DxF Technical Assistance Grant
Interface Developer (.25) - \$40/Hr.	\$ 40,560	\$ -	\$ 40,560	DxF Technical Assistance Grant; NCHIN Revenue
Subtotal Salaries & Wages	\$ 145,520	\$ -	\$ 145,520	DxF Technical Assistance Grant; NCHIN Revenue
Benefits & Payroll Taxes (35%)	\$ 50,932	\$ -	\$ 50,932	DxF Technical Assistance Grant
Consultant, Contractor or Professional Fees				
Providence Medical Group	\$ 30,000	\$ -		TBD
eClinicalWorks Hub	\$ 15,000	\$ -		TBD
Priority Care Center	\$ 13,000	\$ -		TBD
Ikigai Physicians	\$ 13,000		\$ 13,000	DxF Technical Assistance Grant
Redwood Pediatrics	\$ 13,000		\$ 13,000	DxF Technical Assistance Grant
Mad River Community Hospital	\$ 41,000	\$ 15,000	\$ 26,000	DxF Technical Assistance Grant; MRCH Contribution
Fortuna Family Medicine, Inc.	\$ 13,000		\$ 13,000	DxF Technical Assistance Grant
National Network Connection	\$ 16,000	\$ 16,000		
Alerts Data Dashboard	\$ 19,500	\$ 17,000	\$ 2,000	DxF Technical Assistance Grant; NCHIN Revenue
Subtotal Contractor Fees	\$ 173,500	\$ 48,000	\$ 67,000	
Travel				
Equipment				
New Server	\$ 13,500	\$ -	\$ 13,500	TBD
Hard Drives & RAM	\$ 1,901		\$ 1,901	DxF Technical Assistance Grant
Subtotal Equipment	\$ 15,401	\$ -	\$ 15,401	
Materials & Supplies				
Other				
Mirth Connect License	\$ 117,000	\$ -	\$ 117,000	DxF Technical Assistance Grant
SQL License	\$ 2,500	\$ -	\$ 2,500	TBD
Subtotal Other	\$ 119,500	\$ -	\$ 119,500	
Total Project Cost	\$ 504,853	\$ 48,000	\$ 398,353	
% of Total Project Cost	\$ 100	10%		

EXHIBIT D

Funds Request Form

Section 1									
Headwaters Fund - Grant Funds Request Form									
Grantee Recipient: _____				E-Mail Address: _____					
Make Payment To: _____				Preparer: _____			Grant No.: _____		
Address: _____				Title: _____			Grant Agreement Start Date: _____		
City: _____				Phone: _____			Grant Agreement Expiration Date: _____		
Zip Code: _____				Funds CANNOT be paid past the Expiration Date. Notify HWF Staff at least 90 days prior to this date to request an extension.					

Section 2									
Payment Request Number: _____									
Quarterly Reporting Period From: _____ To: _____									
Contract Activities per Approved Budget	Budget Category From Approved Project Budget	HWF Approved Budgeted Amount	HWF Amount Requested in Prior Periods	HWF Funds Requested in This Period	Total HW Funds Requested to Date	HWF Balance Remaining	Cash Match Budgeted	Cash Match Spent to Date	Cash Match Still Required
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Payment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(10% Retention - will be held from final payment pending final report)									

Section 3	
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.	
Print Name: _____	Title: _____
Authorized Signature: _____	Date: _____

Section 4	
Headwaters Fund Approval Headwaters Fund Address: 520 E Street, Eureka, CA 95501	
Print Name: <u>Kenneth R Spain</u>	Title: <u>Executive Director</u>
Authorized Signature: _____	Date: _____
Revised 02-18-2021	

*An excel version of this document will be provided via email.

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: _____

Organization: _____ Preparer: _____ Grant No.: _____

Address: _____ Title: _____ Grant Start Date: _____

_____ Phone: _____ Grant End Date: _____

Phone: _____ email: _____

Please respond to the following prompts on an additional page, provide as much detail as necessary:

Project Successes to Date:

Describe your successes on the project so far. What milestones have been achieved? What outcomes are already visible?

Timeline and Budget Status:

Are grant activities proceeding according to the original timeline and budget?

If not, please address the following:

- List any activities that are delayed or have exceeded cost projections.
- Include any proposed revisions to the timeline or budget, including new estimated dates or budget reallocations.
- Explain how delays or overages are affecting overall project progress or outcomes.

Challenges or Unforeseen Issues

Describe any problems or unforeseen circumstances encountered during project implementation. How are you addressing these issues? Are there specific actions or support that the Headwaters Fund staff can provide to assist?

Additional Information

Is there anything else that the Headwaters Fund Board or staff should know about your project at this stage? This may include upcoming risks, pending decisions, key partnerships, or planned outreach and media efforts.

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:

Project Title:

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

1. Economic Impact Strategy:

- Describe your original plan for improving the local economy.
- What specific need or issue did your project seek to address?
- What was your overall strategy or theory of change?

2. Outcomes & Problem Solving:

- Were you successful in filling the need or solving the problem you set out to address?
- If yes, explain how.
- If no, explain why and what was learned.

3. Job Creation:

- How many jobs were created or retained as a result of this project?
- Please include both direct and indirect jobs if applicable.
- Specify full-time vs. part-time or seasonal if relevant.

4. Challenges & Solutions:

- What were the primary challenges you encountered during the project, and how did you address them?

5. Partnerships & Testimonials:

- Which industries, businesses, or organizations did you work with?
- Please include names and sectors.
- Attach any testimonials, quotes, or letters of support that speak to the project's impact on these partners.

6. Measurable Objectives:

- Based on your economic development strategy, what were your specific measurable objectives?
- Were these objectives achieved?
- Please include quantitative data (e.g., number of businesses supported, square footage improved, individuals trained, etc.)

7. Leveraged Funds:

- Did this project leverage outside funding?
- If yes, how much additional funding was brought into the area as a result of this project?
- Please list funding sources and amounts.

8. Export Potential or Knowledge Development:

- Did your project result in the creation of knowledge, products, or services that can be marketed or sold outside the area?
- If yes, describe what was developed and outline its potential market or export value.

9. Lasting Benefits:

- What are the long-term or lasting benefits of the project?
- Please describe both quantitative benefits (e.g., revenues generated, workforce pipeline improvements) and qualitative benefits (e.g., improved community cohesion, innovation culture).

10. Sustainability & Continuity:

- How do you plan to continue or build upon the work started by this project?
- Include details about funding, partnerships, or expanded activities.

11. Experience with Headwaters Fund:

- What comments do you have about your experience working with the Headwaters Fund and its staff?
- Suggestions for improvement are welcome.

12. Additional Comments:

- Do you have any other comments or reflections about the project or the funding experience?

13. Media, Recognition, & Publicity:

- Please attach any press releases, media coverage, or promotional materials produced about your project.

- If applicable, describe how you have recognized the Headwaters Fund's support (e.g., signage, social media, events).

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: _____

DRAFT

EXHIBIT C

Headwaters Fund Recognition Policy

Purpose

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

Policy

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

Implementation

Logo Use

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

Press Releases

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

Public Events

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

Research

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

Contact

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

**GRANT AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT, HEADWATERS FUND
AND
Willow Creek Youth Partnership (Dream Quest)**

Contract #25-HWF-03

This Agreement is made and entered into this first day of July, 2025 by and between the County of Humboldt, Headwaters Fund, a political subdivision of the State of California (hereinafter called “the County”) and the Dream Quest, a 501 (c) 3 Non-profit 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 April 8, 2025 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 July 1, 2025, 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

Grantee shall utilize the grant funds to expand the existing store increasing revenue while supporting youth programs. (the “Project”). The specific tasks to be carried out are set forth in Exhibit A- Scope of Work (to include activities, objectives and deliverables) and Exhibit B (Grantee’s grant proposal), both of which are attached hereto and incorporated in full herein.

II. AWARD AMOUNT AND DISBURSEMENT

- A. County agrees to pay Grantee from the Headwaters Fund a sum not to exceed Thirty Eight Thousand Dollars (\$38,000) 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 in full by reference. Grantee shall bear the responsibility for any Project costs in excess of \$38,000.
- 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. TERM

- A. This Agreement shall commence on the date indicated above and shall terminate on June 30, 2026 unless extended by the written agreement of the parties or sooner terminated as provided for herein.

IV. GRANT MODIFICATIONS

- A. Deviations of any single category proposed in the line-item budget must receive written approval of the County at the following levels of approval:
 - 1. Headwaters Fund Executive Director may adjust changes in grant timelines, activities, and partners that are consistent with original Project goals, target populations, and geographical focus. Headwaters Fund Executive Director may approve budget changes under \$10,000 in aggregate.
 - 2. The Headwaters Fund Board must approve changes in Project goals, target population, and geographic focus. Budget changes of \$10,000 in aggregate 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 Coordinator. The request must be submitted at least forty-five (45) days prior to the expiration date of the grant. The request must explain the need for the extension and include an estimate of the unobligated funds remaining and a plan for their use.

Unobligated funds remaining at the expiration of the grant is not sufficient justification for an extension. The plan must adhere to the previously approved objectives of the Project.

V. GRANT REPORTING AND AUDITING

A. Reporting

1. Grantee will submit Quarterly Reports to Headwaters Staff. Each of these reports covers three months of the calendar year and is due thirty days after the end of the quarter (April 30, July 31, October 31, January 31). Reporting will begin after the first full quarter after the start date of the contract (i.e. if the contract start date is February 1, the first Quarterly Report is not due until July 31). Failure to provide up to date reports may result in termination of the award or a hold to your payment until all reports are up to date and submitted. 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 four years from the end of this Agreement's term. In the event the term of this grant is extended under Paragraph III of this Agreement, the County's rights and obligations under this provision shall be extended for the same period of time.

VI. GRANT EVALUATION

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

VII. FUNDER RECOGNITION AND MEDIA RELEASE

- A. Grantee shall identify The Headwaters Fund as a support organization on all published material relating to the subject matter of the award for the life of the program or project.
- 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 written 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.

GRANTEE

BY: _____
(Signature)

TITLE: _____
(Print Title)

VIII. INSURANCE REQUIREMENTS:

- A. This Contract shall not be executed by County and the Grantee is not entitled to any rights, unless certificates of insurances (or other sufficient proof that the following provisions have been complied with) and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting Grantee's indemnification obligations provided for herein, Grantee shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Grantee, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

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 Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) 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
825 5th Street, Ste 112,
Eureka, CA 95501
(707)445-7745
headwaters@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. 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 Agreement.
7. County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and Grantee shall be required to purchase additional coverage to meet the aggregate limits set forth above.

IX. INDEMNIFICATION

- A. Hold Harmless, Defense and Indemnification. Grantee shall hold harmless, defend and indemnify County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, Grantee's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of County.
- B. Effect of Insurance. Acceptance of insurance required by this Agreement does not relieve Grantee from liability under this provision. This provision shall apply to all claims for damages related to Grantee's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

X. TERMINATION FOR CAUSE

The County, in its sole discretion, may terminate this Agreement immediately upon notice if, in the opinion of the County, Grantee fails to perform 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 and/or available to it under the law, including, but is not limited to, repayment of

grant funds and/or return of equipment purchased, etc. If the Agreement is terminated for cause, the Grantee will repay all grant funds and/or return all assets purchased to the County.

XI. NOTICES

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

Headwaters Fund Director
Economic Development Division
County of Humboldt
825 5th Street, Ste 112, Eureka, CA 95501
(707) 445-7745
headwaters@co.humboldt.ca.us

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

Trish Oakes
Willow Creek Youth Partnership DBA Dream Quest
PO Box 609
Willow Creek, CA 95573
(530)629-3564
trish.oakes@dqwc.org

C. Any and all notice(s) required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the forgoing.

XII. MISCELLANEOUS

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

B. General Legal Requirements. Grantee hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the terms and conditions of this Agreement.

C. Relationship of Parties: It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that Grantee shall not be entitled to any benefits to which County employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Grantee shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

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: Grantee hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the terms and conditions of this Agreement throughout the life of the Agreement.
- G. Nuclear Free Humboldt County Ordinance Compliance: Grantee certifies by its signature below that Grantee is not a Nuclear Weapons Contractor, in 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, and its subcontractors, shall not unlawfully discriminate in the provision of services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

Compliance with Anti-Discrimination Laws. Grantee further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

- J. Entire Agreement: This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of

this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of 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. Jurisdiction and Venue: This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure §§ 394 or 395.
- M. Severability: If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- N. No Waiver: The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement. In no event shall any payment by County constitute a waiver of any breach of this Agreement or any default which may then exist on the part of Grantee. Nor shall such payment impair or prejudice any remedy available to County with respect to any breach of default. County shall have the right to demand repayment of, and Grantee shall promptly refund, any funds disbursed to Grantee, which in the judgment of County were not expended in accordance with the terms of this Agreement.
- O. Confidential Information: In the performance of this Agreement, Grantee may receive information which is confidential information under state or federal law. Grantee agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.
- P. Public Works: To the extent the Project, or any part thereof, constitutes a public work under the California Labor Code and/or the Public Contract Code, Grantee will abide by the prevailing wage laws and the contracting requirements of the respective codes. Grantee's indemnification and insurance obligations in favor of County under this Agreement specifically extend to these obligations.
- Q. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- R. Non-Liability of County Officials and Employees. No official or employee of County shall be personally liable for any default or liability under this Agreement.
- S. Attorney's Fees. If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys'

fees on appeal, if applicable. As used herein, the term “prevailing party” means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

- T. Survival of Provisions. The duties and obligations of the parties set forth in Section V – Grant Reporting and Auditing, Section XII(O)– Confidential Information and Section IX – Indemnification shall survive the expiration or termination of this Agreement.
- U. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.
- V. Counterpart Execution. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.
- W. 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: _____
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

DRAFT

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

Project Description

The Dream Quest Store Expansion Project will double the size of the existing store in Willow Creek, providing increased access to goods for the local community while enhancing a vital revenue stream that supports youth programs and services in the Klamath-Trinity Valley..

Activities

1. Conduct tenant improvements to double the store's current footprint (e.g., removing a non-bearing wall, installing new flooring).
2. Install upgraded infrastructure including point-of-sale (POS) technology and security cameras.
3. Expand product inventory and update merchandising to support new retail space.
4. Launch marketing efforts to promote the expanded store to the community.
5. Hire additional staff for both the store and the Youth Center.
6. Increase the number of youth served through WIOA training placements in the store.

Objectives

1. Complete expansion of the Dream Quest Store's square footage to increase retail capacity and diversify revenue streams.
2. Create new jobs and strengthen workforce development opportunities for local youth.
3. Enhance the store's role as a WIOA youth training site.
4. Support the long-term sustainability of youth programs through increased store-generated revenue.
5. Improve community access to products and services in an economically underserved region.

Deliverables

1. Expanded store with doubled square footage and completed tenant improvements.
2. Fully operational POS system and installed security infrastructure.
3. Increased retail inventory and updated merchandising layout.
4. Marketing materials and outreach campaigns completed and distributed. 2–4 new local jobs created, including youth training placements.
5. Revenue tracking reports showing increased financial support for youth programs.
6. Timely submission of Quarterly and Final reports.

Timeline

Dream Quest Store Expansion - Timeline

Date	Milestone
December 2024	Community Store Survey - Desired Items
January 2025	Board Approval of Project
January 2025	Refinement of Project Budget
January 2025	Submission of Headwaters Fund Grant
February 2025	Exploration of Retail Principals and Image Brand
March-May 2025	Identify & Hire a Store Manager
March-December 2025	Shop for New & Scout for Used Fixtures
April-September	Marketing: Re-Brand Store Image; Name & Tag Line, Color Scheme Selection
May-September 2025	Review and update hours of operation and staffing plan
April-August	Develop marketing and merchandising strategies
April-November	Source suppliers for new products
May-June 2025	Youth Programs move to Community Youth Center, creating vacancy for store expansion
June 2025	Begin Physical Expansion of Store
June 2025	Installation of old & new fixtures
July-November 2025	Continuing addition of new fixtures
July-December 2025	Solicit donation of high end used goods
September 2025	Relaunch event
August 2025-January 2026	Assessment & Refinement of Procedures

EXHIBIT B
Project
Application



Headwaters Competitive Grant Application

Overview



County of Humboldt
Economic Development Division
Headwaters Competitive Award



Thank you for your interest in the Headwaters Grant Fund. As specified in our Charter, our purpose is to:

- a) Support the growth of industry clusters and increase the number of sustainable jobs that pay near or above the median income;
- b) Enhance the quality of life through social and environmental projects that promote healthy communities and protect and enhance the natural environment.

Applications are due no later than 02/01/2025 11:59 PM. Given the fund's current commitments, the annual allocation this year will be \$300,000. Awards generally don't exceed \$75,000, although exceptions may be made for unique projects with exceptional impacts in the Funding Focus area. Awards recommendations are made to the Board of Supervisors and are anticipated to be presented in June of 2025.

This application form, instructions, and information on the Grant Fund may be found on our website at [Headwaters Fund | Humboldt County Economic Development, CA](#)

APPLICATION PACKET CHECKLIST

Please submit the following documents, in pdf format and labeled appropriately.

- ___ Coversheet (Page 1-2 of the Application, attached)
- ___ Narrative (5 pages maximum, 12 point font, 1" margins)
- ___ Project Budget with description of matching funds
- ___ List of members of the Board of Directors
- ___ Up to five letters of support
- ___ Most recent IRS tax status certification (for non-profits only)
- ___ Organization's current annual operating budget
- ___ Project Timeline with milestones and expected completion dates

Please contact Ryan Heitz, Economic Development Coordinator, to discuss any questions about your application by emailing headwaters@co.humboldt.ca.us. Applications must be submitted electronically.

Applications are subject to public records acts and disclosure requirements.

Scoring

Scoring Rubric

The Headwaters Fund Board will use the following rubric to guide its decision-making process; however, it will not solely determine award priorities.

Category	Possible Points
Quality of proposal; likelihood of success	25

Impact of project; community benefit; demonstrated need	40
Sustainability/longevity of outcomes	10
Demonstrated Level of Support	10
Viability/appropriateness of budget; matching funds; use of Headwaters funds	15
Total	100

Application

Date of application
01/29/2025

Contact Information

Contact Person Name
Trish Oakes

Contact Person Title
Executive Director

Contact Email
trish.oakes@dqwc.org

Contact Phone
(530) 629-3564

Contact Address
P. O. Box 609; Willow Creek, CA 95573

Organization Information

Organization Name
Willow Creek Youth Partnership DBA Dream Quest

Director / CEO
Trish Oakes

Organization Type

(For joint applications select all that apply)

- ☒ Non-profit (e.g., 501(c)3)
- ☐ California registered unincorporated nonprofit association
- ☐ Government jurisdiction in Humboldt County
- ☐ Tribal Government/Agency
- ☐ Other

Summarize the organization's mission

Dream Quest provides youth with healthy, vocational, educational and creative opportunities to imagine and build their dreams while building community strength and sustainability.

Dream Quest's vision is an inclusive, opportunity driven platform from which youth are able to launch their dreams in an engaged, cohesive community. This includes a safe place where all youth are supported and have the opportunities to explore, express their creativity, and learn life skills in order to achieve health and wellness, academic and vocational success and to fulfill their potential as successful and productive adults.

Authorization and Acknowledgement

Authorized representative name *
Trish Oakes

Authorized representative title
Executive Director

Signature

Trish Oakes

Budget Information

Total current year organizational budget
\$437,640.00

Number of full-time employees
6

Amount of HWF requested
\$38,000.00

Total project cost
\$82,000.00

Grant timeline: start
Please provide the timeline of Headwaters Funds to be utilized
06/01/2025

Grant timeline: end
01/31/2026

Project timeline: start
Please provide the timeline of your project
06/01/2025

Project timeline: end
01/31/2026

Has the organization previously applied for and received Headwaters funding?
☐ Yes ☒ No

Project Information

Project title*
Dream Quest Store Expansion Project

Type of project*
☐ Planning ☒ Implementation ☐ Technical Assistance

Implementation: Total project cost
\$82,000.00
(Required 50% match)

Please provide a brief summary of the project

how your project aligns with the Humboldt County Comprehensive Economic Development Strategy (CEDS) or benefit base industries:
The Dream Quest Store Expansion Project enables the organization to double the size of the existing site. Dream Quest's Store provides the Willow Creek community needed products, and serves as an essential revenue stream supporting youth programs and services in the Klamath-Trinity Valley. Based on 24 years of success, Dream Quest has been able to construct a new Community Youth Center, opening spring 2025, and now seeks to expand and diversify revenue to support programs and build community resilience.

The project increases available local jobs in an economically depressed part of Humboldt County. Profits will be leveraged to support additional new jobs at both the Store and Youth Center. The project also expands capacity of the store's function as a WIOA youth training site.

The project has significant economic and social value. Coupled with the financial support the store affords local youth programs, the project magnifies both the economic and social returns on investment.

Dream Quest will double the store's square footage through tenant improvements of space already under a five-year lease. Project expenses include removal of a non-bearing wall, flooring, point-of-sale technology, security cameras, inventory expansion, marketing, merchandising, and management.
250 words maximum

Which industry is your project working with? (check 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
- ☒ Other

Strategy being employed to promote economic development (check 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

Narrative

Please answer the questions below. The entire narrative is limited to 5 pages. Answers should be written in 12 point font with 1" margins. For further explanation of the questions, please see the Grant Application Instructions.

1) Provide an overview of your project. Describe the need for your project and what will be achieved (what is the current situation and what is the desired outcome?) How critical is the need? What are possible alternatives? Who is leading the project and who is participating in the project? Will the project be able to proceed without Headwaters funding?

Many describe Dream Quest as "the heart of the community." Created in 2001, our vision is to provide youth opportunities to imagine and build their dreams while fostering community strength and sustainability. Central to that vision is the new Dream Quest Community Youth Center (DCCYC). Based on 24 years of success, Dream Quest is finishing construction of its new facility, scheduled to open in spring 2025. It is important that Dream Quest increases and diversifies revenue to support the expenses of the expanded facility and program capacity.

Expansion of the existing Dream Quest Store is a key component to increasing needed revenue to support the DCCYC and programs. The project will double the store's square footage through tenant improvements of space already under a five-year lease. Doubling the sales area will allow for a larger quantity of inventory with more variations, including new merchandise. The small current workspace physically limits the number of workers. Expanding that workspace creates opportunity to grow the number of paid staff, volunteers and work experience (WEX) participants. Project expenses include removal of a non-bearing wall, new flooring, improved point-of-sale technology, security cameras, inventory expansion, marketing, merchandising and management.

The project will result in increased revenue to support expanded capacity of DCCYC, create additional jobs at both the Dream Quest Store and Community Center, grow the WEX program and create additional opportunities for other entities able to utilize the DCCYC. As an Employment Social Enterprise Dream Quest helps participants transitioning into the workforce in a supported setting, so they can build work experience, improve job skills and receive supportive services.

The store is already a beloved local business. Folks have watched it grow steadily over the years from a single room with a few boxes of goods to a valued site. Customers regularly say things like, "I always find what I need at Dream Quest" "This is the best organized and cleanest Thrift Store I've even been in" "If it weren't for Dream Quest I wouldn't have anything nice" and "Everything I'm wearing came from Dream Quest."

The project will provide access to a wide array of goods otherwise not available within the community. This provides a unique resource serving local residents who avoid added costs of travelling the 100-mile round trip to shop in Eureka. It also creates sales to tourists visiting the Klamath-Trinity area. Travelers tell us they always stop when they are passing through, and locals bring their out-of-town guests in regularly. The staff is helpful and friendly. It is a valued hub of the community.

The alternative to expanding the Store would be to rely on other diversified revenue streams. Developing other revenue streams involves creating new enterprises, which bring greater risk and a longer timeline for potential success. Omitting the store expansion from the sustainability plan would be detrimental to success.

This project is under the direction of the Dream Quest Board of Directors. The Board is comprised of individuals with extensive business, administrative and planning experience. Without funding from the Headwaters Fund, this expansion will be limited, compromising the quality of the project and probability of success.

2) Describe the impact of your project. Who is impacted? Who benefits (directly and indirectly)? What will be the effect of the impact? How will you measure the impact?

The Store expansion project will impact the residents of Eastern Humboldt County by increasing community resilience and economic opportunity.

Employees, WEX participants, individuals and organizations who shop at the Store to save money will directly benefit from this project. The number of staff, WEX participants and volunteers as well as the revenue generated through the store will measure direct impact.

The entire community will benefit indirectly by increased economic strength, wellness, and resiliency as we leverage our success to create more opportunities. By helping to sustain the DQCYC, other organizations and their clients will benefit. Program participation and usage of the DQCYC will reflect indirect impact.

The project will most certainly enhance the quality of life through social and environmental elements that promote healthy communities. Thrift Stores contributes to the protection of the natural environment by promoting "reduce-reuse-recycle." This keeps materials out of the landfill, and reduces illegal dumping and pollution. By re-using and recycling products, people learn new skills, save money and are more resilient. Offering products locally reduces the carbon footprint by decreasing travel to the coast. It also saves persons the costly, expensive, time-consuming trip.

The Store offers social elements that promote healthy community. Donors benefit from the act of giving in-kind donations that improve their community. Shoppers benefit from "retail therapy" without breaking the bank. Stretching their budget also improves their quality of life. Volunteers of all ages, from youth to seniors, benefit from the experience of having a purpose, sharing their talent, and learning new skills. Work experience participants learn work-readiness skills, retail and marketing. Individuals with mandated community service can serve their hours in a meaningful way. Everyone involved benefits by making social connections.

3) Describe the timing of your project. When will the work occur? Are there phases? If so, which phase is included in this proposal. When will the work be completed?

Dream Quest plans to take occupancy of the new Community Youth Center in spring 2025. At that time our current program site, which is adjacent to the current Store, will become available for the Store expansion.

The project includes the planning phase, expansion, and follow up. Planning began November 2024. The expansion phase will run June through December 2025. Follow up will begin in January 2026 and essentially include evaluation and changes based on feedback.

The Headwaters Fund Grant proposal is the expansion phase. It includes the physical expansion of space, employees, professional services, marketing, fixtures, supplies and inventory.

The bulk of the physical work will take less than 30 days. Major physical components include removing the non-bearing wall separating the two spaces and flooring. The result will be an welcoming space where the community to enjoy "retail therapy," stretch their budgets, help the environment, and support their community.

4) Describe how this project (or the outcome) will be sustained into the future.

Increased revenue will sustain the project into the future, with a projected sales revenue increase of 40-90%. Concurrently, DQ will be working to design a more structured work experience program utilizing the expanded site. Dream Quest has been the eastern Humboldt Youth Workforce Innovation and Opportunity (WIOA) provider since 2014. Dream Quest collaborates with multiple agencies to provide work experience and internship opportunities. Expanding these programs promote sustainability, increase work opportunities, and provides valuable training to young adults entering the workforce. The store is a local resource for other agencies including the Willow Creek Community Resource Center and Hoopa Yurok Tribal Vocational Rehabilitation.

5) Describe the resources that are needed and/or will be used for this project. Will the project bring in resources or funding from outside Humboldt County, either as part of the project, or as a result of the project?

Resources needed to complete this project include capital, professional consultation, construction materials, skilled and manual labor, fixtures, management, supplies and inventory. Grant funds will be used directly to leverage Dream Quest funds. Grant funds will be used to create long-term leverage for capacity and sustainable programming. Ultimately, it will bring in resources and funding from outside Humboldt County.

6) Describe the workforce impacts of this project? Will the project create work/employment opportunities? How many workers are impacted and in what ways? Are new jobs created?

The project will impact the workforce by creating employment opportunities, expanding work-experience opportunities, and provide savings to the existing workforce. The project will create new jobs at both the Dream Quest Store and the Community Youth Center. During the project timeline, a store manager job will be created, at \$20-24/hour. Additional full and part-time positions will be created as the Store grows and the DQCYC gains capacity. Revenue from the Store expansion is required to grow and support those new jobs. Dream Quest is also working on relationships with community partners to help fund positions at the DQCYC.

Dream Quest will also support economic growth and jobs utilizing the DQCYC. The Center will be a potential venue for activities that support economic growth, community events, performing arts, and disaster response. It also creates potential for enhanced connectivity between eastern Humboldt and coastal resources.

Dream Quest has been involved in the workforce development infrastructure since 2014. In 2024, Dream Quest provided work experience for 27 youth between the ages of 14-24 at various sites. Funding sources for those positions included WIOA, Redwood Coast Regional Center, Humboldt County Drug Task Force, Blue Lake Tribal Rancheria, and Dream Quest fundraising. The project will expand work experience opportunities.

7) Describe who supports this project and in what ways?

In 2003 Dream Quest started a tiny thrift store as an after school project. Today it is an important part of our sustainability, a service to the community and an excellent employment-training site. The community has supported it consistently, through the donation of goods, shopping dollars, and volunteerism.

Dream Quest youth programs receives support from numerous sources, including the Humboldt County Economic Development Dept., St. Joseph/Providence, Humboldt Area Foundation, Humboldt Sponsors, PG&E, Redwood Coast Regional Center, individual donors and businesses. Dream Quest has been the WIOA Youth Service Provider for Eastern Humboldt since 2014.

The DQ Community Youth Center has received unprecedented support from various private donors, foundations, and businesses. Their generosity will allow us to take occupancy of the building with zero debt load.

8) Describe the financial structure for this project. What is the total cost? What are the sources of funding/matching funds? How specifically will Headwaters funds be used?

Dream Quest is a 501(c)3 nonprofit organization created in 2001 by the community. The total cost of the project is \$82,000.00. Dream Quest's match includes cash funds generated through fundraising and in-kind volunteer hours. Volunteer hours demonstrate the support and engagement of our community support, as well as enhancing our impact. Headwaters funds will be used for the physical expansion (flooring, refuse, paint, cameras), fixtures (check stand, shelving, racks), professional consultation (marketing), management (staff), equipment and supplies (point of sale system, pricing), marketing (signage, advertising) and inventory (based on surveys and research).

9) Complete the budget template to demonstrate the financial structure.

Please see the attached budget.

10) Describe how you will acknowledge the Headwaters Fund in your work.

Dream Quest will acknowledge the Headwaters Fund through signage, online media, and newspapers.

Attachments

Required Attachments

Please attach the following after the project narrative

Project Budget

use the budget format outlined below and include a description of match sources.

DQ_Project_Budget_01-29-2025.pdf

27.03KB

(PDF preferred) max file size 10 MB

Expand to see Sample Project Budget Format

Click here to download Sample Project Budget: [Project_Budget_Template.xlsx](#)

SAMPLE PROJECT BUDGET FORMAT

Use the following format for your project budget submittal. You may modify this form to meet your project's needs. For major expenses, please be specific.

***Match Sources** - list all other funding sources for this project. For each source, list whether the amount is received, committed, application pending, or not yet solicited.

Project Expense Item	Total Cost (\$)	Requested Amount	Matching Funds	Source of Matching
----------------------	-----------------	------------------	----------------	--------------------

Governance

List of your board of directors or council members.

DQBoardList May 2024.pdf

620.49KB

(PDF preferred) max file size 10 MB

Support Letters

attach documentation of collaboration and/or project need in the form of up to 5 Letters of Support, Letters of Partner Commitment, and/or Memoranda of Understanding.

DQLetterofSupport_JHuffman.pdf

200.59KB

DQLetterofSupport_HCOE.pdf

106.54KB

DQLetterofSupport_HCWDB.pdf

3.15MB

DQLetterofSupport_CCCU.pdf

224.22KB

DQLetterofSupport_YurokTribe.pdf

133.77KB

(PDF preferred) max file size 10 MB - up to 5 attachments

IRS tax status certification

most recent (for non-profits only)

IRS Letter of Exemption.pdf

4.43MB

(PDF preferred) max file size 10 MB

Annual operating budget

Budget_FY25_P&L_Consolidated_01-10-2025.pdf

110.02KB

(PDF preferred) max file size 10 MB

Timeline with expected project milestones and completion dates

sample below

DQ_Project_Timeline_01-16-2025.pdf

9.04KB

(PDF preferred) max file size 10 MB

Expand to see Sample Timeline



Click here to download Sample Project Timeline: [Timeline_Template.xlsx](#)

Timeline Sample

Date	Milestone
04/30/2024	Traffic Study

Optional Attachments

Resumes

brief resumes of key personnel
(PDF preferred) max file size 10 MB

Market Analysis

(PDF preferred) max file size 10 MB

Business Plan

(PDF preferred) max file size 10 MB

Associated Research

(PDF preferred) max file size 10 MB

EXHIBIT C

Project Budget

Dream Quest Store Expansion Budget

Category	Total	Headwaters	Dream Quest Cash Match	Dream Quest In-Kind Match
Wages				
Manager (32 hr/wk) 6 Mo @ \$24/hour	18,900.00	9,450.00	9,450.00	
Planning & Implementation 60 hours @ \$33	3,900.00	1,250.00	2,650.00	
Marketing & Promotion 30 hours @ \$20	600.00	300.00	300.00	
Labor - Staff - Moving Stuff 55 hours @ \$18	1,000.00		1,000.00	
Labor - Volunteers - Moving Stuff 165 hours @ \$18	3,000.00			3,000.00
Total: Wages	27,400.00	11,000.00	13,400.00	3,000.00
Benefits & Payroll Taxes - 20%	5,480.00	2,200.00	2,680.00	-
Professional Services				
Consultation: Branding, Retail	2,000.00	1,000.00	1,000.00	
Total: Professional Services	2,000.00	1,000.00	1,000.00	-
Physical Expansion				
Wall Removal & Related Work	1,800.00		1,800.00	
Wall Removal & Related Work - Volunteer 40 hours @ \$1	720.00			720.00
Dump/Refuse - Dumpster or Trash Runs	950.00	950.00	-	
Flooring: Carpeting & Floor Trim @ Prevailing Wage	12,000.00	6,000.00	6,000.00	
Security Camera System & cabling	4,000.00	2,000.00	2,000.00	
Entry Doors - Repair, Replace or Modify - contingency	-			
Total: Physical Expansion	19,470.00	8,950.00	9,800.00	720.00
Brand Image & Marketing				
Interior Paint - supplies	300.00	300.00		
Interior Paint - Volunteer Labor	400.00			400.00
Exterior Paint - supplies	200.00	200.00		
Exterior Paint - Volunteer Labor	300.00			300.00
Signage - Exterior Wall	800.00	500.00	300.00	
Signage - Roof Parapet	1,200.00	700.00	500.00	
Signage - Sandwich Board	200.00		200.00	
Media Costs - Advertising & Promotion	1,000.00	500.00	500.00	
Total: Brand Image & Marketing	4,400.00	2,200.00	1,500.00	700.00
Fixtures & Display				
Checkstand	1,000.00	800.00	200.00	
Glass Display Cases	3,000.00	2,000.00	1,000.00	
Slatwall - 4x8' & Installation	1,100.00	800.00	300.00	
Gondolas x 2	1,000.00	800.00	200.00	
Shelving Units	1,000.00	800.00	200.00	
Clothing Racks	800.00	800.00	-	
Security Mirrors	250.00	250.00	-	
Display: Manequins, Jewelry	400.00	400.00		
Accent Lighting for Displays	600.00	400.00	200.00	
Beverage Refrigerator & Delivery	1,000.00	600.00	400.00	
Replace LED Tubes with 2700 K to 4000 K range	-	-		
Slatwall & Other Display Accessories	400.00	300.00	100.00	
Total Fixtures & Display	10,550.00	7,950.00	2,600.00	-
Equipment & Supplies				
POS System	2,000.00	1,000.00	1,000.00	
Display Supplies inc. Hangers	600.00	400.00	200.00	
Pricing Supplies / Guns / Labels	300.00	200.00	100.00	
Packaging Supplies	400.00	300.00	100.00	
Back Room / Donation Sorting Organization	700.00	400.00	300.00	
On Site Storage & Shelving	700.00	400.00	300.00	
Total Equipment & Supplies	4,700.00	2,700.00	2,000.00	-
Inventory				
Beginning Inventory based on Surveys & Research	8,000.00	2,000.00	6,000.00	
Total Inventory	8,000.00	2,000.00	6,000.00	-
TOTAL BUDGET	82,000.00	38,000.00	38,980.00	4,420.00
PERCENTAGE OF BUDGET		46.34%	47.54%	5.39%

EXHIBIT D

Funds Request Form

Section 1									
Headwaters Fund - Grant Funds Request Form									
Grantee Recipient: _____				E-Mail Address: _____					
Make Payment To: _____				Preparer: _____				Grant No.: _____	
Address: _____				Title: _____				Grant Agreement Start Date: _____	
City: _____				Phone: _____				Grant Agreement Expiration Date: _____	
Zip Code: _____				Funds CANNOT be paid past the Expiration Date. Notify HWF Staff at least 90 days prior to this date to request an extension.					

Section 2									
Payment Request Number: _____									
Quarterly Reporting Period From: _____ To: _____									
Contract Activities per Approved Budget	Budget Category From Approved Project Budget	HWF Approved Budgeted Amount	HWF Amount Requested in Prior Periods	HWF Funds Requested in This Period	Total HW Funds Requested to Date	HWF Balance Remaining	Cash Match Budgeted	Cash Match Spent to Date	Cash Match Still Required
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Total Payment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(10% Retention - will be held from final payment pending final report)									

Section 3	
<u>Grantee Certification:</u>	
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.	
Print Name: _____	Title: _____
Authorized Signature: _____	Date: _____

Section 4	
<u>Headwaters Fund Approval</u>	
Headwaters Fund Address: 520 E Street, Eureka, CA 95501	
Print Name: <u>Kenneth R Spain</u>	Title: <u>Executive Director</u>
Authorized Signature: _____	Date: _____
Revised 02-18-2021	

*An excel version will be provided via email.

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: _____

Organization: _____ Preparer: _____ Grant No.: _____

Address: _____ Title: _____ Grant Start Date: _____

_____ Phone: _____ Grant End Date: _____

Phone: _____ email: _____

Please respond to the following prompts on an additional page, provide as much detail as necessary:

Project Successes to Date:

Describe your successes on the project so far. What milestones have been achieved? What outcomes are already visible?

Timeline and Budget Status:

Are grant activities proceeding according to the original timeline and budget?

If not, please address the following:

- List any activities that are delayed or have exceeded cost projections.
- Include any proposed revisions to the timeline or budget, including new estimated dates or budget reallocations.
- Explain how delays or overages are affecting overall project progress or outcomes.

Challenges or Unforeseen Issues

Describe any problems or unforeseen circumstances encountered during project implementation. How are you addressing these issues? Are there specific actions or support that the Headwaters Fund staff can provide to assist?

Additional Information

Is there anything else that the Headwaters Fund Board or staff should know about your project at this stage? This may include upcoming risks, pending decisions, key partnerships, or planned outreach and media efforts.

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:

Project Title:

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

1. Economic Impact Strategy:

- Describe your original plan for improving the local economy.
- What specific need or issue did your project seek to address?
- What was your overall strategy or theory of change?

2. Outcomes & Problem Solving:

- Were you successful in filling the need or solving the problem you set out to address?
- If yes, explain how.
- If no, explain why and what was learned.

3. Job Creation:

- How many jobs were created or retained as a result of this project?
- Please include both direct and indirect jobs if applicable.
- Specify full-time vs. part-time or seasonal if relevant.

4. Challenges & Solutions:

- What were the primary challenges you encountered during the project, and how did you address them?

5. Partnerships & Testimonials:

- Which industries, businesses, or organizations did you work with?
- Please include names and sectors.
- Attach any testimonials, quotes, or letters of support that speak to the project's impact on these partners.

6. Measurable Objectives:

- Based on your economic development strategy, what were your specific measurable objectives?
- Were these objectives achieved?
- Please include quantitative data (e.g., number of businesses supported, square footage improved, individuals trained, etc.)

7. Leveraged Funds:

- Did this project leverage outside funding?
- If yes, how much additional funding was brought into the area as a result of this project?
- Please list funding sources and amounts.

8. Export Potential or Knowledge Development:

- Did your project result in the creation of knowledge, products, or services that can be marketed or sold outside the area?
- If yes, describe what was developed and outline its potential market or export value.

9. Lasting Benefits:

- What are the long-term or lasting benefits of the project?
- Please describe both quantitative benefits (e.g., revenues generated, workforce pipeline improvements) and qualitative benefits (e.g., improved community cohesion, innovation culture).

10. Sustainability & Continuity:

- How do you plan to continue or build upon the work started by this project?
- Include details about funding, partnerships, or expanded activities.

11. Experience with Headwaters Fund:

- What comments do you have about your experience working with the Headwaters Fund and its staff?
- Suggestions for improvement are welcome.

12. Additional Comments:

- Do you have any other comments or reflections about the project or the funding experience?

13. Media, Recognition, & Publicity:

- Please attach any press releases, media coverage, or promotional materials produced about your project.

- If applicable, describe how you have recognized the Headwaters Fund's support (e.g., signage, social media, events).

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: _____

DRAFT

EXHIBIT C

Headwaters Fund Recognition Policy

Purpose

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

Policy

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

Implementation

Logo Use

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

Press Releases

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

Public Events

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

Research

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

Contact

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