



## GRANT AGREEMENT

**THIS GRANT AGREEMENT** (“Agreement”) is made effective as of February 7, 2025 (“Effective Date”) by and between Direct Relief, a California nonprofit public benefit corporation (“Direct Relief”), with its principle place of business at 6100 Wallace Becknell Road, Santa Barbara, CA 93117 and Humboldt County, a government entity, EIN No. 94-6000513 (“Grantee”) with a primary business address of 908 7th St, Eureka, California, 95501. Direct Relief, together with the Grantee, may be referred to as the “Parties” and each a “Party.”

1. **Grant.** Direct Relief will grant financial assistance to Grantee in the amount of **\$10,000.00** USD (“Grant”), within thirty (30) days from the Effective Date. The grant period shall begin on the Effective Date and end on the Report Deadline, as defined in Section 3 below (“Grant Period”).
2. **Purpose.** The purpose of this grant is to purchase two Surron off-road e-bikes equipped with specialized gear to support operations in difficult-to-reach, rugged terrain, and remote areas (“Grant Purpose”). Grantee may make inquiries concerning the Grant Purpose and this Agreement to the Direct Relief Grant Manager at (805) 879-4354, [grants@directrelief.org](mailto:grants@directrelief.org).
3. **Reporting.** Grantee will submit to Direct Relief one (1) written report(s) that outlines and describes Grantee’s application of funds to the Grant Purpose (“Grant Report”). The report(s) will be due on: **5/1/2025**. Reporting instructions will be sent to Grantee thirty (30) days prior the Report Deadline. The Report Deadline may be extended upon written request to Direct Relief.
4. **Recordkeeping and Evaluation.** Grantee will keep adequate books and records to substantiate all expenditures of grant funds and shall make these books and records available for Direct Relief’s review and inspection at reasonable times and comply with all reasonable requests by Direct Relief for information and interviews regarding use of grant funds. Grantee shall keep copies of all relevant books and records and all reports to Direct Relief for at least four years after the Grant Period.
5. **Representations, Warranties and Covenants.** Grantee represents and warrants that:
  - (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization;
  - (ii) it is authorized to enter into, execute and fully perform all of the terms and conditions of this Agreement;
  - (iii) it operates in compliance with all applicable federal, state, local, and foreign laws and regulations, including, without limitation, those related to anti-bribery, anti-corruption, and anti-terrorism; and
  - (iv) it has been recognized by the U.S. Internal Revenue Service as an organization described in U.S. Internal Revenue Code section 501(c)(3) and is classified as a public charity described in Code sections 509(a)(1) or (2) and not a supporting organization described in Code section 509(a)(3), **or**, if Grantee is a foreign registered entity and not subject to the U.S. Internal Revenue Service, Grantee represents and warrants that it qualifies as a qualifying public charity, as defined by the U.S. Internal Revenue Code, and Grantee is therefore equivalent to a U.S. public charity under the laws of its jurisdiction.

Grantee will provide Direct Relief, upon reasonable request, documentation necessary to verify its U.S. public charity status or foreign equivalency. Grantee will immediately notify Direct Relief of any change in its tax-exempt status or its classification as a public charity or, if applicable, its charitable equivalency determination.

6. **Prohibited Uses.** Grantee shall not use any portion of the grant funds in a manner inconsistent with the U.S. Internal Revenue Code Section 501(c)(3), including (i) influencing the outcome of any specific election for candidates to public, or (ii) inducing or encouraging violations of law or public policy, or (iii) causing any private inurement or improper benefit to occur.



7. **Non-Discrimination.** Direct Relief administers aid in a non-discriminatory manner, without regard to race, sex, nationality or religion. Grantee hereby represents and warrants that the Grant funds will not be administered or applied in a manner that adversely discriminates on the basis of race or color, religious creed, national origin or ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, military and veteran status, or sexual orientation. Grantee understands and acknowledges that its violation of this provision shall constitute a material breach of this Agreement.
8. **Reallocation or Modification.** If the Parties have previously agreed to a budget for the Grant Purpose, Grantee must obtain Direct Relief's prior written approval to reallocate expenses to new categories or among budget categories if such reallocation exceeds 10% of the Grant or \$10,000 USD, whichever is lower. Approvals for reallocation of expenses, changes in payment or reporting will be made by Direct Relief in its sole discretion and, if approved, memorialized in an addendum to this Agreement.
9. **Indemnification.** Each Party hereto (the "Indemnifying Party") hereby agrees to protect, indemnify, defend and hold harmless the other Party (including, as applicable, its agents, officers, employees and contractors) (collectively, the "Indemnified Party") from and against any and all claims, losses, penalties, expenses, damages, causes of action and liabilities of every type and character, including but not limited to court costs and reasonable attorneys' fees (through the appellate level), caused by or directly or indirectly arising out of or resulting from the Indemnifying Party's (i) breach of this Agreement, including the breach of any representation, covenant or warranty made in this Grant Agreement, or (ii) negligent or willful misconduct in connection with this Agreement. This clause shall survive termination of this Agreement regardless of the reason for termination.
10. **Use of Name and Media Releases.** The Parties agree to cooperate in promoting the Grant Purpose and raise awareness of the Grantee's work supported by and related to this Grant.
  - a. In order to promote the Grant Purpose and Grantee's work related to the Grant, Grantee grants Direct Relief a non-exclusive, non-assignable right to publicize the Grant and reproduce Grantee's name, logo and emblem ("Grantee Mark") during the Grant Period, subject to Section 11 and Section 12 below.
  - b. In order to promote the Grant Purpose and Grantee's work related to the Grant, Direct Relief grants Grantee a non-exclusive, non-assignable right to reproduce Direct Relief's name, logo and emblem ("Direct Relief Mark") during the Grant Period within the scope of communicating Direct Relief's support of Grantee's work, subject to Section 11 and Section 12 below.
  - c. Each Party acknowledges that the Grantee Mark and the Direct Relief Mark are the exclusive property of the respective Party and are protected under applicable laws. Neither Party will abuse, infringe, or otherwise violate the other Party's rights in the Grantee Mark and the Direct Relief Mark as applicable. Breach of this provision is a breach of an essential term of the Agreement. This Section 10 shall survive termination of this Agreement.
11. **Public Announcements.** No Party will make any public announcement about this Grant that is misleading, inaccurate or presents the other Party in a negative manner. All public announcements will be consistent with, and accurately reflect, the non-profit missions of the Parties and the non-profit, public benefit nature this Grant.
12. **No Agency or Representation.** Under no circumstances shall the Grantee look to Direct Relief as the Grantee's employer, or as a partner, an agent, or a principal. Grantee retains sole and absolute discretion and judgement in the manner and means of carrying out the Grant Purpose hereunder. Grantee shall neither have nor shall represent to any party as having any right, power or authority to create any obligation or contract, express or implied on behalf of, in the name of, or binding Direct Relief in any manner for any purpose whatsoever.
13. **No Assignment, Pledge or Additional Grants.** This Agreement shall not be assigned by Grantee to any third party without the prior written consent of Direct Relief. Grantee may not pledge, encumber, anticipate, or otherwise cause any other party to rely upon, any portion of the Grant for the purpose of enabling Grantee to

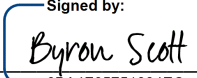


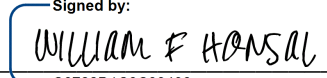
borrow funds or otherwise to incur indebtedness. Direct Relief makes no pledge or commitment to make any additional grant to Grantee, whether for the same or a different purpose.

- 14. **Law and Venue.** This Agreement shall be interpreted and governed by the laws of the State of California, without reference to conflict of laws principles, with venue for all purposes proper only in the State of California.
- 15. **Counterparts, Electronic Signatures and Format.** This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute only one agreement. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. The Parties may store a completed electronic Agreement in a non-editable format, at which time the paper form of this Agreement may be destroyed. Following electronic storage of this Agreement, any hard printout of that electronically stored information will constitute an "original" of this Agreement.

**DIRECT RELIEF**

**HUMBOLDT COUNTY**

Signed by:  
  
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Signed by:  
  
 C6722D1C8C93498...

BY: Byron Scott

BY: WILLIAM F HONSAL

ITS: President and CEO

ITS: sheriff/OES director

Date: 2/7/2025

Date: 3/6/2025