



301 Union Street #21308 | Seattle, WA 98111

COMBINATION GRANT AGREEMENT

Grant Applicant ("Donee"), having previously accepted Greater Good Charities' ("GGC") Terms of Service and Grant of License, enters into this Combination Grant Agreement ("Agreement", version 20240819). This Agreement sets forth the terms and conditions of the relationship under which Donee and Greater Good Charities (individually, a "Party", and collectively, the "Parties") shall operate with respect to the grant funding opportunity ("Grant") identified herein.

GGC is an independent 501(c)(3) charitable organization whose mission is to help people, pets, and the planet by mobilizing in response to need and amplifying the good. One way in which GGC works towards this mission is by providing support to best-in-class charitable organizations and programs in the form of cash or in-kind grants.

GGC raises Donor funding and or distributes unsolicited donations, where either may be monetary, services, or in-kind goods, to advance its projects, programs, and charitable purposes.

GGC is offering funding, services, and/or in-kind product opportunities and support to Donee to assist Donee in its program(s) and service activities as described in the approved application identified below as submitted to GGC. The terms of that approved application are incorporated herein, by reference. Also incorporated herein by reference is GGC's Grant of License. Greater Good Charities may, at its sole discretion, provide Grants through this Agreement without requiring an application.

As a condition of receiving a GGC Grant, Donee states that it is a registered nonprofit organization compliant with the laws and regulations of its governing jurisdiction of formation, a governmental organization or agency representing a public jurisdiction, or an otherwise qualified recipient of approved to receive Grants by GGC. Donee agrees to the terms and conditions set forth below. Donee specifically acknowledges that participation in this Grant opportunity is not a guarantee of funding nor an enforceable commitment by GGC to pay at any specific level of funds or at any specific time, other than as specified below. Any term or condition of this Agreement contrary to any law or regulation governing the activities of a qualifying governmental organization as a Party hereto shall be inapplicable to that organization.

GRANT FUNDING TO DONEE

Upon application and or GGC's approval, Donee is eligible to receive from GGC a Grant. The amount of any Grant shall be in GGC's sole discretion. The application of the Grant shall be only to that or those purposes i) identified in the grant application and ii) by mutual agreement between the parties. The schedule for use and completion of all approved Grant use(s) shall be by mutual agreement between the parties. Grants may be distributed to Donee as a single payment and or delivery or Grants may be paid and or distributed in installments. In some cases, the Grant may be delivered as in-kind products. In those instances, in-kind Grants shall be subject to the same terms and conditions controlling the use of Grant funds. This Agreement applies to the Donee's Funding Request Number _____.

GGC shall not discriminate in the selection, treatment, and or distribution of Grants to Donee based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history).



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DONEE OBLIGATIONS

1. Restricted Funds

- a) Donee acknowledges and agrees that any GGC Grant received is restricted to the approved use(s) described in the Donee's Application. Any deviation requires written permission from GGC prior to redirecting the Grant's use. GGC will provide clarification in response to written inquiries.
- b) Any GGC Grant not timely used or needed by Donee in furtherance of approved use(s) per paragraph 1. (a), above, shall be returned to GGC within 6 months of a written request to do so from GGC.
- c) Not sell, convey, transfer, barter, submit for refund, or donate any Donation or portion thereof in exchange for money, property, services, advantage, inducement, or otherwise allow any Donation to enter commercial channels in violation of the terms of this Agreement without the express written permission from GGC. Such violation(s) may result in termination from the Program. Any such act by the Ambassador or otherwise known and permitted by the Ambassador shall constitute conversion of the Donation. The Ambassador shall recover any such converted Donation in the original condition or compensate GGC at Fair Market Value for any Donation.

2. Reporting Requirements and Name and Media Use

- a) Donee shall provide GGC with follow-up reporting as scheduled in the Grant Application or as otherwise requested by GGC. Grant awards of \$250 or more in value require timely completion of a follow up form provided by GGC to include photos, video, and stories demonstrating "OUTCOMES" (short-term effects) and "IMPACTS" (long-term effects) of the Grant award. The form may also require financial reporting, receipts, and narrative description of how GGC funding was spent. GGC will provide you with this form and deadline as necessary. In accordance with 990 filing rules, Donee shall also provide any necessary information to document donated funding in accordance with current IRS U.S. Tax Laws. Failure to report as required may result in the loss of future Grants and or repayment of the Grant to GGC.
- b) GGC will, from time to time, use Donee's name, photos, videos, stories, and other marketing assets in conjunction with GGC's projects and programs and other fundraising and marketing vehicles. Use of Donee's marks and media shall be governed by the terms and conditions of GGC's Grant of License, acknowledged and accepted by Donee prior to any award of Grant. If Donee wishes to have any Donee reference removed from GGC materials, Donee will contact GGC, in writing, to request such changes.

3. Waiver and Limitation of Liability Regarding In-Kind Grants

- a) Waiver. Greater Good Charities shall not be responsible for, and Donee hereby waives all claims against GGC for the quality, serviceability and/or fitness for use of any and all in-kind Grant products distributed as Grant property. Donee assumes all responsibility for the proper storage and use of in-kind Grant products, including but limited to, any special storage requirements necessary to prevent product spoilage, the supervision and safety of users of in-kind Grant products, whether human or animal, and the proper and timely disposal (or other required disposition) of outdated in-kind Grant products.
- b) Limitation of Liability. In no event shall either party be liable to the other for special,



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consequential, punitive or exemplary damages under this agreement. Each Party's liability to the other shall be limited to the amount of insurance carried by the party that may be applicable to such claims as may arise or to the fees paid for the past twelve months under the agreement, whichever shall be greater. Nothing in this limitation shall be construed to imply any limitation of liability with respect to any third party who may make a direct claim against either Party.

- c) This Limitation of Liability clause is subject to Donee's state and local laws and regulations. As such, this clause may be limited or otherwise void in certain jurisdictions. In the event Donee is a governmental organization or agency, its regulatory requirements and or limitations shall apply.

4. Donee Representations and Warranties

- a) Donee represents and warrants that it is a registered nonprofit organization compliant with the laws and regulations of its governing jurisdiction of formation, a governmental organization or agency representing a public jurisdiction, or an otherwise qualified recipient of approved to receive Grants by GGC, and that it will maintain good standing with such status.
- b) Donee represents and warrants that it will, at all times, comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to those relating to the boarding, care, treatment, transportation and use of animals.
- c) Donee shall not discriminate in the selection, treatment, and or distribution of program donations to others, as permitted by the terms of the Grant, based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history).
- d) As applicable to any Grant use(s), Donee represents and warrants that it provides i) the highest standard of humane boarding, care, treatment, transportation, and use of animals and reasonably verifies that all persons participating in its program provide similar humane care and treatment, and or ii) the highest standard of human services care, treatment, transportation, and interaction and reasonably verifies that all persons participating in its program provide similar care and treatment of those served.
- e) Donee agrees to keep accurate electronic books of account and records covering all transactions relating to Donee's performance under this Agreement. Such books and records shall be kept and maintained by Donee for a period of at least five (5) years from the dates of relevant transactions. GGC and/or a duly authorized representative of GGC shall have the right, during normal business hours, to access distribution records maintained in Donee's application database or elsewhere and to audit Donee with respect to the Grant and use thereof and to make copies and extracts thereof.

5. No Representations or Warranties Regarding Products

- a) Donee understands and agrees that in-kind Grant products are transferred to Donee "WHERE IS AND AS IS". GGC makes no warranty or guarantee of any kind with respect to in-kind Grant products and DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Donee (for itself, its legal representatives, successors and assigns), does hereby release and forever discharge and agree to indemnify and save harmless GGC (including but not limited to, its parent company, affiliates, subsidiaries, agents, servants, employees, officers, directors and



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trustees), from and against any and all losses, liability, claims, demands, actions or causes of action, and damages, of any kind, including court costs and attorneys' fees, which Donee or any other party has ever had, now has, or may in the future have against GGC, known or unknown, caused by, or arising out of, the use of the Grant and any in-kind Grant products transferred hereunder.

- b) Donee is not authorized by GGC to, and shall not, make any representation or warranty with respect to the Grant. When providing or transferring, with GGC' approval, in-kind Grant product to Eligible Organizations, Donee shall provide such Eligible Organizations with written notice of the warranty disclaimer set forth herein.

6. Confidentiality.

Donee acknowledges that in the course of receiving the Donations hereunder, Donee may be exposed to certain confidential information of GGC, including but not limited to software programs, information systems, business operations, market research, new product development, studies, analyses, compilations, sales and financial information and practices, plans and future activities of GGC and its affiliated companies, business and marketing information, formulations, employee information and other information deemed by GGC to be proprietary to it. Donee agrees that all such information shall be retained by Donee as strictly confidential, shall not be made available to or for the benefit of any person without GGC' written consent, shall be used only in connection with the receiving Grants from GGC hereunder, shall not be disclosed to or discussed with any person other than those authorized by GGC, and shall be delivered to GGC immediately on request. Donee's obligations under this Section shall survive the expiration or termination of this Agreement. Notwithstanding any other provision of this Agreement, Donee may disclose information as required by law.

7. Independent Contractors.

Donee will always be an independent contractor and not an agent, partner, joint venture, or employee of GGC, and nothing contained herein shall be deemed as creating any employee/employer, partnership, or joint venture relationship between either GGC and Donee or GGC and any personnel of Donee. Donee shall indemnify and hold GGC and its affiliates harmless from any claims, demands, actions, losses, liabilities or expenses arising from any assertion or finding to the contrary, to the extent such assertion or finding is attributable to the acts of Donee. Donee shall be solely responsible for paying its estimated income tax (if any). Donee understands and agrees that neither it nor any of its personnel shall be entitled to participate in any welfare or retirement benefit plans offered by GGC to its employees. Donee assumes responsibility for any of its personnel providing services in connection with this Agreement, and will make all deductions for Social Security, withholding taxes, contributions for unemployment compensation funds, and shall maintain worker's compensation and liability insurance for each such person. Neither Donee nor any of its personnel will have any authority to bind or commit GGC to any obligation or agreement, or act as the agent of GGC in any respect.

8. US OFAC Sanctions Acknowledgment and Compliance Statement

None of the Donee, its operating partnerships or any of their respective subsidiaries (collectively, the "Entity") or, to the knowledge of the Entity, any director, officer, employee, agent, affiliate or representative of the Entity, is an individual or entity ("Person") that is, or is owned or controlled by a Person that is (A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("Sanctions"), nor (B) located, organized or resident in a country or territory that is the subject of Sanctions; the Entity will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other



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Person: (A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or (B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise); and the Entity has not knowingly engaged in, is not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

9. Miscellaneous

- a) Donee shall not assign this Agreement in whole or in part without the prior written consent of GGC.
- b) Donee, its employees, agents, and representatives will not discriminate because of age, race, religion, creed, color, national origin, disability, sexual orientation, gender, or veterans' status in the recruitment, selection, training, utilization, promotion, termination, or other employment- related activities. This Agreement and all services provided hereunder are expressly subject to the provisions of the United States Executive Order 11246, as amended, and other applicable Federal Regulations and Orders, issued under or pursuant to the Equal Employment Opportunity Act.
- c) This Agreement contains all the understandings and representations between the parties relating to the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. No modifications of this Agreement or any of its terms shall be effective unless in writing signed by the duly authorized representatives of the parties as described herein. None of the provisions of this Agreement can be waived or modified except in a writing signed by both parties.
- d) This Agreement shall be exclusively enforced and interpreted using the English (US) language.
- e) The terms and provisions of this Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Washington, United States of America without giving effect to its choice-of-law provisions or to any rule construing ambiguities against the draftsman. The state courts of the State of Washington in Seattle and King County, and, if the jurisdictional prerequisites exist, the United States District Court for the Western District of Washington, shall have sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or relating to this Agreement. Each party hereto consents to and waives any objection to the personal jurisdiction and venue of said courts, and, further, consents to the service of legal process in accordance with the rules of said courts or, alternatively, in the same manner prescribed for serving notices pursuant to this Agreement. If Licensor is a federal, state or local governmental agency, jurisdiction and venue shall be that jurisdiction and venue of the governmental agency.
- f) In the event any action or suit is brought by either party by reason of any default or breach of this contract by the other, then the non-defaulting party shall be entitled to recover from the defaulting party all of its costs and expenses of suit, including reasonable attorneys' fees and costs.
- g) The provisions of this Agreement are severable. If any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired, and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. This Agreement is the product of arms-length negotiations between parties knowledgeable of its subject matter who have had the opportunity to consult counsel concerning the terms and conditions of this Agreement prior to the execution hereof. Any rule of law that would require interpretation of any provision against the party responsible for its inclusion herein shall have no effect on the interpretation of this Agreement.



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Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith and fair dealing. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of an executed counterpart or a copy scanned into a PDF format of an executed counterpart shall be valid and have the same force and effect as an original.

- h) No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- i) The captions and headings in this Agreement are for convenience only and in no way define, limit, or affect the scope or substance of any provision of this Agreement.
- j) All notices given under this Agreement shall be delivered in writing by (a) certified mail, return receipt requested, (b) reputable overnight courier (e.g. Federal Express), or electronic mail addressed to the other party at the following addresses or such other address as a party may designate in writing to the other party hereto. Notice shall be deemed given upon receipt.

If to Donor:
Greater Good Charities
301 Union Street, #21308
Seattle, WA 98111
Attention: Legal
Email: legal@greatergood.org

If to Donee:
The notice information provided to GGC in the Donee's Grant Application shall be used.

- k) The terms and conditions contained in Exhibits A and B are applicable, if relevant, to the type of Grant applied for by the Donee. This Combination Grant Agreement is intended to cover Grants that might include but are not limited to cash, special in-kind products or services, and or veterinary pharmaceutical products and prescription.

10. DURATION

This agreement may be modified by mutual written consent of authorized representatives from Donee and GGC. This agreement becomes effective upon signature by the Donee's authorized representative(s). Discretionary termination may be affected by either Party in writing and with thirty (30) days' notice to the other Party. Modifications to this agreement must be in writing and signed by both parties. The initial Term of this Agreement shall be one (1) year. Absent a written notice of termination, this agreement will be renewed automatically for one (1) year on the day prior to expiration.

11. CONTACT INFORMATION

The contact information provided to GGC in the Donee's Grant Application shall be used.

GGC has ultimate authority and discretion regarding the distribution of its funds and in-kind Grant products. All expenditures made are consistent with the exempt purposes of GGC and in accordance with donor intent.



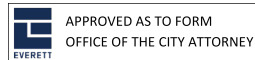
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IN WITNESS WHEREOF, the Parties have caused this Participation Agreement to be signed by their respective and duly authorized representatives as of the last date set forth below.

City of Everett

A handwritten signature in black ink, appearing to be "Cassie Franklin", written over a horizontal line.

Cassie Franklin, Mayor



Attest:

A handwritten signature in black ink, appearing to be "Marista Jorve", written over a horizontal line.

Marista Jorve, City Clerk

12/18/2024

Date



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EXHIBIT A VETERINARY PHARMACEUTICAL GRANT TERMS AND CONDITIONS

Due to the nature of this Grant by GGC to Donee, the following additional terms and conditions apply. In GGC's sole discretion, this Exhibit A may be replaced with a separate writing to be mutually agreed between the Parties. Should such a separate writing be used to describe the requisite additional terms and conditions of the Grant, that writing is incorporated herein by reference.

Veterinary Pharmaceutical Donation (VPD) Use Conditions and Restrictions:

Use of the VPD is limited within your organization to qualifying and approved access to care program recipients and those animals in your care, whether in shelter or foster.

For any VPD stored by Donee, Donee agrees to provide a secure warehouse for Donated Product and take steps to ensure that Donated Product will not be diverted, mishandled or misappropriated from its premises.

Donee will maintain adequate mechanisms and systems for supply chain management, including tracking and reporting the distribution of Donated Product to ensure that Donated Products are delivered to the intended Recipients and end users who shall warrant its use as intended and are administered prior to expiration.

In the event of a product recall, Donee will quarantine and destroy recalled VPD in accordance with applicable laws and regulations and GGC's written instructions.

GGC or its representatives shall have the right, upon reasonable notice to Donee, to visit Donee's facilities where VPD is stored, to inspect any books, records, accounts and data relating to the VPD and to interview the relevant managing personnel of Donee in each case for the purpose of verifying Donee's compliance with the terms of this Agreement. Donee will promptly notify GGC of any governmental authority inspections of Donee's facilities impacting VPD and agrees to cooperate with all such authorities and submit to reasonable inspections by such authorities.

Donee represents that it can generate ad hoc reports on Donated Product distribution and will generate such reports when requested by GGC within a reasonable time.

Donee agrees to provide GGC contemporaneous written, or electronic confirmation of the donation made by GGC for each shipment of Donated Product.

Donee shall maintain complete and accurate books and records of its activities hereunder in accordance with applicable law.

Donee will inform GGC immediately of any problems, issues or mistakes made related to the acceptance, transport, storage, delivery and/or administration of VPD.

Any exceptions to the uses described above require written approval from GGC made and formalized prior to any such exceptional use.



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Donee represents and warrants that use and distribution of any VPD shall be in compliance with current best practice for all relevant Access to Care considerations and any specific conditions set forth during the award of the Grant. Failure to honor such representation and warranties shall result in termination with return and or replacement of any mishandled VPD products.

For all VPD prescription products, prior to acceptance of any product, a written approval and acknowledgement of compliance from your organization's licensed veterinarian is required. This writing may be by letter or email. Subsequent distribution and use of all prescription products shall be under the control and supervision of a currently licensed veterinarian authorized to practice in state of the VPD end use. Proof of said licensing shall be provided prior to the receipt of any prescription products.

A VPD product "As Received" inventory document shall be submitted to Greater Good Charities within five (5) business days upon receipt of any product.

Upon receipt and approval by GGC of a written request by the receiving organization, VPD products may be transferred from the receiving organization to a secondary recipient organization. For any such written requests made to GGC by the receiving organization, GGC' approval shall be based on but not limited to the following conditions:

1. The secondary receiving organization must qualify as one of the following:
 - a. An active 501(c)(3) organization (verification available here)
 - b. A governmental entity
 - c. A sovereign nation
2. An otherwise GGC approved foreign or domestic group.
3. Any VPD prescription product transferred to the secondary recipient must be done under a chain-of-custody between authorized and licensed veterinarians.
4. The secondary recipient is prohibited from any further distribution to other organizations.
5. All transferred VPD product, whether non-prescription or prescription, shall be used by the secondary recipient in its programs and activities.

In addition to the general requirements set forth in Section 2 "Reporting Requirements and Name and Media Use", Donee agrees to provide specific data in its reporting. Donee is required to provide an impact report detailing the outcomes and benefits resulting from the donation. This report must include, but is not limited to:

- Quantitative and qualitative data on how the donation was utilized.
- The number of individuals, pets, or communities served.
- Any significant outcomes or improvements attributed to the donation.

The Donee agrees to participate in asset collection, which includes providing photos, videos, testimonials, and any other relevant media that demonstrate the impact of the donation. These assets should be submitted within the timeframe identified and communicated on individual



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funding requests and/or disbursements. Assets may be used for marketing, promotional, and reporting purposes by Greater Good Charities.

Failure to submit the impact report and required assets within the agreed-upon timeframe may result in future donation ineligibility or other penalties as outlined in this agreement.



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EXHIBIT B
SPECIAL GRANT TERMS AND CONDITIONS

Due to the nature of this Grant by GGC to Donee, the following additional terms and conditions apply. In GGC' sole discretion, this Exhibit B may be replaced with a separate writing to be mutually agreed between the Parties. Should such a separate writing be used to describe the requisite additional terms and conditions of the Grant, that writing is incorporated herein by reference.

**ADDENDUM
(WASHINGTON STATE TRANSPARENCY LAWS)**



Counterparty:	Greater Good Charities
Agreement:	Combination Grant Agreement

The City of Everett and the above Counterparty are parties to the above Agreement. Regardless of anything to the contrary in the Agreement, Counterparty agrees as follows:

1. The Agreement does not require the City to keep confidential or otherwise refrain from disclosing anything that is determined by the Office of the City Clerk or by the Office of the City Attorney to be subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW. The Agreement does not require the City to give notice(s) to Counterparty regarding such disclosure(s) or require the City to advocate in any forum that any record is confidential or that any record is not subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW.
2. The Agreement does not require the City to destroy or return anything that is subject to retention requirements established by the Washington Secretary of State or established by applicable law.
3. The Agreement does not require the City to have any City employee sign any agreement regarding confidentiality.
4. The Agreement itself (and its related amendments, purchase orders, scopes of work, service orders or similar documents) are never confidential and may at any time without notice be posted to the City's public website or otherwise disclosed.

The law of the State of Washington exclusively governs this Addendum and all matters under the Agreement regarding confidentiality and exclusive venue for all disputes regarding the same is the Superior Court of Washington in Snohomish County. Signature on this Addendum is with AdobeSign, which is fully binding.

COUNTERPARTY:

By: Stephen I Minter

Printed Name: Stephen Minter

Title: General Counsel












Greater Good Charities_12.13.24_SD

Final Audit Report

2024-12-19

Created:	2024-12-18
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUN2zBA_Egsyj5HwOeKV0iQmav3jQ3_rs

"Greater Good Charities_12.13.24_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to gfrederiksen@everettwa.gov for approval
2024-12-18 - 10:57:41 PM GMT
-  Email viewed by gfrederiksen@everettwa.gov
2024-12-18 - 11:11:33 PM GMT
-  Signer gfrederiksen@everettwa.gov entered name at signing as Glynis Frederiksen
2024-12-18 - 11:12:16 PM GMT
-  Document approved by Glynis Frederiksen (gfrederiksen@everettwa.gov)
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Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2024-12-19 - 4:31:05 PM GMT - Time Source: server



Agreement completed.

2024-12-19 - 4:31:05 PM GMT