

## GOOD WORKS FUNDING AGREEMENT

This agreement (Tulare County Agreement No. 28492, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and Encore Theatre Company ("RECIPIENT"), tax ID # 94-2605388, as of the date signed by COUNTY below, with reference to the following Recitals:

### RECITALS

WHEREAS, Government Code section 26227 authorizes the Board of Supervisors to appropriate and expend money from the general fund of COUNTY to meet the social needs of the population of COUNTY in, but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, community vitality, education, and legal services, and the needs of physically, mentally, and financially handicapped persons and aged persons; and

WHEREAS, the Board of Supervisors has adopted a COUNTY policy (the "POLICY") delegating to the County Administrative Officer the authority, within annual budgetary appropriations, to execute agreements for \$5,000 or less with organizations conducting activities that meet the social needs of the population of COUNTY, pursuant to Government Code section 26227 and the POLICY; and

WHEREAS, RECIPIENT is an organization that provides the following project, program, or services to the people of the COUNTY ( check box if activity is further detailed in an attached Exhibit A): Encore Theatre Company and Tulare Joint Union High School District Noises Off! Play Advertisement for Education

(hereinafter referred to as "COMMUNITY ACTIVITIES"); and

WHEREAS, at the request of Supervisor Pete Vander Poel, the County Administrative Officer has evaluated RECIPIENT's COMMUNITY ACTIVITIES and determined that (a) such activities meet the requirements of the POLICY and Government Code section 26227, and (b) there are sufficient budgeted funds available to fund RECIPIENT's COMMUNITY ACTIVITIES in the amount of \$ 500.

### NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The Recitals to this Agreement, and Exhibit(s) if applicable, are hereby incorporated and are integral parts of this Agreement.
2. The COUNTY will pay \$ 500 to RECIPIENT for the purpose of funding its COMMUNITY ACTIVITIES. Upon receipt of this fully executed Agreement, the County Auditor shall issue a warrant for this same amount to RECIPIENT. Payment will be made to RECIPIENT by warrant, payable to RECIPIENT, and the warrant will be mailed to the following address:

Encore Theatre Company  
Attn: Susan Burley  
PO Box 1952  
Tulare, CA 93275

3. Whenever RECIPIENT highlights the receipt of Good Works Funding in its programs, plaques, banners, posters, or through any other medium, RECIPIENT agrees to acknowledge that funding is provided by the "County of Tulare," as opposed to a specific Supervisor.

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4. To comply with the U.S. and California Constitutions, RECIPIENT agrees that the funds received pursuant to this Agreement shall not be used for religious activities, including, but not limited to, prayer, religious instruction, or proselytism, or for political campaign purposes.
5. RECIPIENT agrees to use the funds solely for the purposes identified in this Agreement. If RECIPIENT does not use the funds for said purposes or otherwise misuses these funds, then COUNTY reserves the right to request reimbursement of the funds, and to pursue any other legal remedy provided by law to recover said funds.
6. To the fullest extent permitted by law, RECIPIENT shall hold harmless, defend, and indemnify the COUNTY, its officers, employees, agents and volunteers from and against any liability, claims, actions, costs, fines, damages, or losses (including any losses related to injury or death to any person or damage to any property) arising out of or in connection with any act, error, or omission related to RECIPIENT's use of these funds, including any equipment purchased with any portion of these granted funds. To the fullest extent permitted by law, RECIPIENT further agrees to hold harmless, defend, and indemnify the COUNTY, its officers, employees, agents and volunteers from and against any liability, claims, actions, costs, damages or losses incurred by the COUNTY as a result of RECIPIENT's improper use of funds under this Agreement.
7. RECIPIENT must date and execute this AGREEMENT through an authorized representative or representatives and return the same to the Clerk as evidence of RECIPIENT's acceptance of the terms stated in this AGREEMENT. The person(s) signing below represents and warrants that he/she has/they have been duly authorized to bind RECIPIENT to the terms of this Agreement.

**For RECIPIENT:**

*Note to Corporations: Unless this contract is accompanied by a certified copy of a resolution by a corporation's Board of Directors authorizing the execution of the contract, the County requires that, pursuant to Cal. Corp. Code § 313, contracts with a corporation be signed by two individuals, one from each of the following lists of officers: (1) chairman of the Board of Directors, the president, or any vice-president; and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.*

Signature: Susan Burley Title: President  
 Printed Name: Susan Burley Date: 2/28/2018

Signature: Vivian Hamilton Title: SECRETARY  
 Printed Name: VIVIAN HAMILTON Date: 2/28/2018

**For COUNTY OF TULARE:**

[Signature]  
 Michael C. Spata  
 County Administrative Officer

Date: 3/11/18