

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: David W. Eshelman Title: President

Printed Name: DAVID W. ESHELMAN Date: 5/16/2018

Signature: Jerry M. Cleary Title: SECRETARY

Printed Name: JERRY M. CLEARY Date: May 16, 2018

For COUNTY OF TULARE:

Michael C. Spata
 Michael C. Spata
 County Administrative Officer

Date: 5/24/18