



**COUNTY ADMINISTRATIVE
OFFICE
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
J. STEVEN WORTHLEY
District Four
MIKE ENNIS
District Five

AGENDA DATE: October 23, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>

CONTACT PERSON: Katarina R Serna PHONE: 636-5005

SUBJECT: Ratified Actions by the County Administrative Officer

REQUEST(S):

That the Board of Supervisors:

1. Ratify actions by the County Administrative Officer during the month of September 2018 and;
2. Find that the activities funded pursuant to the good works funding agreements are necessary to meet the social needs of the residents of Tulare County.

SUMMARY:

Pursuant to delegated authority and within appropriations and policy of your Board, the County Administrative Officer has taken actions during the month of September 2018 as indicated below, authorizing those personnel actions listed and executing the following agreements. Pursuant to applicable law the Board must ratify the agreements signed by the County Administrative Officer.

Good Works Agreements:

No. 28827:	Hands in the Community (2018 Dinner Celebration Fundraiser) – Support community activities	\$ 600
No. 28828:	Tulare County Historical Society, Inc. (Korean Exhibit Event) – Support community activities	\$500
No. 28829:	Visalia Veterans Committee – Support community activities	\$600
No. 28830:	Community Water Center (2018 Water Justice	\$300

SUBJECT: Ratified Actions by the County Administrative Officer
DATE: October 23, 2018

- Celebration) – Support community activities
- | | | |
|------------|--|---------|
| No. 28846: | Tulare County Parks and Recreation(2018 End of Trail Classic, one of only three “A” Tier events in the State) – Support community activities | \$375 |
| No. 28850: | Tulare City Historical Society (Taste Treats in Tulare 2018) – Support community activities | \$500 |
| No. 28851: | Tulare Salvation Army (2018 RES COM Party) – Support community health and vitality | \$500 |
| No. 28852: | Encore Theatre Company (2018/19 Ad Program – Support community activities | \$500 |
| No. 28853: | Tulare Downtown Association (2018 Children’s Christmas Parade) – Support community activities | \$200 |
| No. 28854: | Boys and Girls of the Sequoias (Ivanhoe Club) – Support community activities | \$5,000 |
| No. 28855: | Scarlett Parks Foundation (The Purple Pumpkin Party) – Support community activities | \$250 |

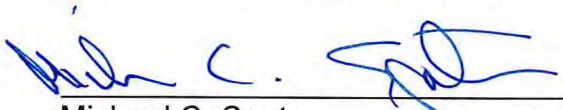
FISCAL IMPACT/FINANCING:

All actions are included in the recommended Fiscal Year 2018/19 budget.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County’s five-year strategic plan includes the quality of life initiative that encourages quality educational opportunities, promotes youth-oriented activities, and provides greater recreational and cultural prospects.

ADMINISTRATIVE SIGN-OFF:



Michael C. Spata
County Administrative Officer

Attachment(s)

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF RATIFIED ACTIONS)
 BY THE COUNTY ADMINISTRATIVE) Resolution No. _____
 OFFICER) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
 SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
 BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
 _____, BY THE FOLLOWING VOTE:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

ATTEST: MICHAEL C. SPATA
 COUNTY ADMINISTRATIVE OFFICER/
 CLERK, BOARD OF SUPERVISORS

BY: _____
 Deputy Clerk

* * * * *

1. Ratified actions by the County Administrative Officer during the month of September 2018.
2. Found that the activities funded pursuant to the good works funding agreements are necessary to meet the social needs of the residents of Tulare County.

GOOD WORKS FUNDING AGREEMENT

This agreement (Tulare County Agreement No. 28827, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and Hands in the Community ("RECIPIENT"), tax ID # 20-8356647, 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): Hands in the Community for their 2018 Celebration Dinner fundraiser for community vitality (hereinafter referred to as "COMMUNITY ACTIVITIES"); and

WHEREAS, at the request of Supervisor Kuyler Crocker, Pete Vander Poel, Amy Shuklian, Steven Worthley, 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 \$ 600.

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 \$ 600 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:

Hands in the Community
PO Box 6842
Visalia, CA 93290

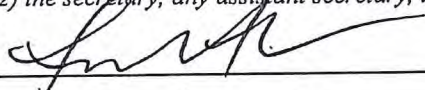
3. Whenever RECIPIENT highlights the receipt of Good Works Funding in its programs, plaques, banners, posters, or through any other medium, RECIPIENT agrees to acknowledge that funding is provided by the "County of Tulare," as opposed to a specific Supervisor.

Rev. 12-2017

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:  Title: Executive Director
 Printed Name: Lester Moon Date: 8-31-18

Signature: _____ Title: _____
 Printed Name: _____ Date: _____

For COUNTY OF TULARE:

 Date: 9-6-17
 Michael C. Spata
 County Administrative Officer

GOOD WORKS FUNDING AGREEMENT

This agreement (Tulare County Agreement No. 28828, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and Tulare County Historical Society, Inc ("RECIPIENT"), tax ID # 94-6068329, 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): the Korean Exhibit event for Education and Community Vitality (hereinafter referred to as "COMMUNITY ACTIVITIES"); and

WHEREAS, at the request of Supervisor Amy Shuklian, 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:

Tulare County Historical Society, Inc.
PO Box 295
Visalia, CA 93279

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.
4. To comply with the U.S. and California Constitutions, RECIPIENT agrees that the funds received pursuant

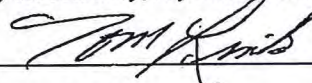
Rev. 12-2017

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.

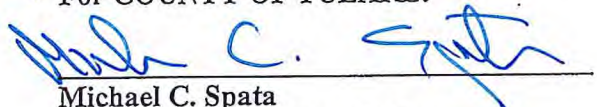
Signature:  Title: PRESIDENT

Printed Name: TOM LINK Date: 9/5/2018

Signature:  Title: Treasurer

Printed Name: Peggy Bragg Date: Sept 5, 2018

For COUNTY OF TULARE:



Michael C. Spata
County Administrative Officer

Date: 9-6-18

GOOD WORKS FUNDING AGREEMENT

This agreement (Tulare County Agreement No. 28829, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and Visalia Veterans Committee ("RECIPIENT"), tax ID # 91-2088867, 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): Visalia Veterans Committee and their services for community vitality (hereinafter referred to as "COMMUNITY ACTIVITIES"); and

WHEREAS, at the request of Supervisor Kuyler Crocker, Amy Shuklian, Steven Worthley, 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 \$ 600.

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 \$ 600 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:

Visalia Veterans Committee
PO Box 4076
Visalia, CA 93278


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.

Rev. 12-2017

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:  Title: CHAIRMAN

Printed Name: DANIEL C. KELLEY Date: 9-5-18

Signature:  Title: ADJUTANT

Printed Name: SAULA NELSON Date: Sept 5, 2018

For COUNTY OF TULARE:



Michael C. Spata
County Administrative Officer

Date: 9/7/18

GOOD WORKS FUNDING AGREEMENT

This agreement (Tulare County Agreement No. 28830, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and the Community Water center ("RECIPIENT"), tax ID # 80-0267674, 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): Community Water Center for their 2018 Water Justice Celebration fundraiser for community vitality (hereinafter referred to as "COMMUNITY ACTIVITIES"); and

WHEREAS, at the request of Supervisor Kuyler Crocker, Amy Shuklian, Steven Worthley, 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 \$ 300.

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 \$ 300 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:

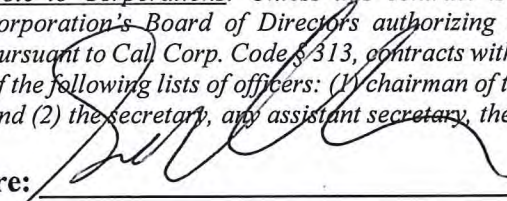
Community Water Center
900 W. Oak Avenue
Visalia, CA 93291

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.

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.

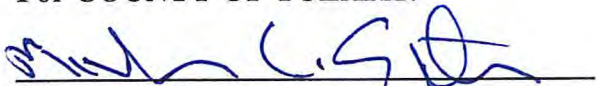
Signature:  Title: Co-Executive Director

Printed Name: Susana De Anda Date: 9/2/18

Signature: _____ Title: _____

Printed Name: _____ Date: _____

For COUNTY OF TULARE:


 Michael C. Spata
 County Administrative Officer

Date: 9/11/18

GOOD WORKS FUNDING AUTHORIZATION- COUNTY DEPARTMENT

WHEREAS, Government Code section 26227 authorizes the Board of Supervisors of Tulare County (the "Board") to appropriate and expend money from the County general fund to establish County programs or to fund other programs that meet the social needs of the population of the County including, but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally, and financially handicapped persons and aged persons (referred to herein as "Good Works" funds); and

WHEREAS, The Board also adopted a policy (the "Policy") delegating to the County Administrative Officer the authority to appropriate and expend no more than \$5,000 per request, within annual budgetary appropriations, to fund programs created or managed by County agencies or departments, when such programs (1) meet the requirements of Government Code section 26227, the Policy, and all other applicable laws; (2) are memorialized by the County Administrative Officer ("CAO"); and (3) are brought before the Board for ratification within a reasonable time frame; and

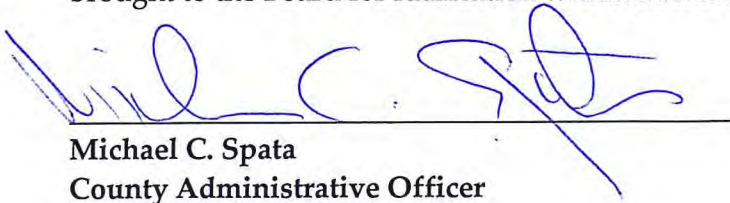
WHEREAS, Supervisor(s) Kuyler Crocker, Pete Vander Poel, Amy Shuklian, Steve Worthley and Mike Ennis requested \$ 375 (amount) in Good Works funding for Tulare County Parks and Recreation (County department/agency) to support the following project [description of the activities supported by this request (the "Program")]: for the 2018 End of Trail Classic, one of only three "A" tier events in the state

IN ACCORDANCE WITH THE ABOVE,

My office has evaluated the Program and funding request and determined that it (1) will not constitute a gift of public funds, (2) will not be used for political campaign purposes, (3) will not be used for religious activities; and (4) meets the requirements of Government Code § 26227, including the following social needs of the County's population (check all that apply):

- X Health Law enforcement Public safety
- Rehabilitation Welfare Education
- Legal services The needs of physically, mentally, and financially handicapped persons Other (describe): _____
- X Community vitality and aged persons

Pursuant to the above, I approve a transfer of \$ 375 from the FY 2017-2018 Good Works appropriation to support the Program. This Good Works funding request and approval will be brought to the Board for ratification within a reasonable time frame.


Michael C. Spata
County Administrative Officer

Date: 9/14/18

GOOD WORKS FUNDING AGREEMENT

This agreement (Tulare County Agreement No. 28850, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and Tulare City Historical Society ("RECIPIENT"), tax ID # 94-2760021, 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): Tulare City Historical Society to sponsor the Taste Treats in Tulare 2018 event for Community Vitality.
(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:

Tulare City Historical Society
444 W. Tulare Ave.
Tulare, CA 93274

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.
4. To comply with the U.S. and California Constitutions, RECIPIENT agrees that the funds received pursuant

Rev. 12-2017

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: Jerry Brazil Title: Museum Director
Printed Name: Jerry Brazil Date: Sept 13, 2018
Signature: Sharon Van Weerdhuizen Title: Treasurer
Printed Name: Sharon Van Weerdhuizen Date: Sept 14 2018
Signature: [Signature] Title: PRESIDENT, BOARD OF TRUSTEES
Printed Name: JOHN PENDLETON Date: SEPTEMBER 14, 2018

For COUNTY OF TULARE:

[Signature] Date: 9/19/18
Michael C. Spata
County Administrative Officer

GOOD WORKS FUNDING AGREEMENT

This agreement (Tulare County Agreement No. 25851, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and Tulare Salvation Army ("RECIPIENT"), tax ID # 94-1156347, 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): Tulare Salvation Army for 2018 RES COM Party for community vitality
_____ (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:

Tulare Salvation Army – RES COM Party
Attn: Tony Taylor
305 S. M St.
Tulare, CA 93274

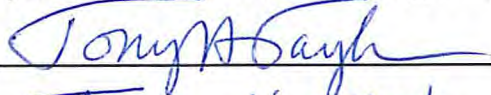
3. Whenever RECIPIENT highlights the receipt of Good Works Funding in its programs, plaques, banners, posters, or through any other medium, RECIPIENT agrees to acknowledge that funding is provided by the "County of Tulare," as opposed to a specific Supervisor.

Rev. 12-2017

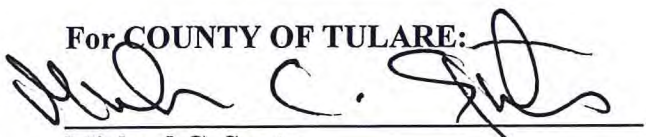
4. To comply with the U.S. and California Constitutions, RECIPIENT agrees that the funds received pursuant to this Agreement shall not be used for religious activities, including, but not limited to, prayer, religious instruction, or proselytism, or for political campaign purposes.
5. RECIPIENT agrees 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:  Title: Fundraising Coordinator
 Printed Name: Tony H Taylor Date: 9-17-2018

Signature: _____ Title: _____
 Printed Name: _____ Date: _____

For COUNTY OF TULARE: 
 Michael C. Spata
 County Administrative Officer

Date: 

GOOD WORKS FUNDING AGREEMENT

This agreement (Tulare County Agreement No. 28852, 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's 2018-2019 Ad Program for Education and Community Vitality. (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.

Rev. 12-2017

- 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: 9/19/2018

Signature: Tammy Lampe Title: Vice - President

Printed Name: Tammy Lampe Date: 9/19/2018

For COUNTY OF TULARE:

Michael C. Spata
Michael C. Spata
County Administrative Officer

Date: 9/25/18

GOOD WORKS FUNDING AGREEMENT

This agreement (Tulare County Agreement No. 28853, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and the Tulare Downtown Association ("RECIPIENT"), tax ID # 77-0161826, 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): Tulare Downtown Association for the 2018 Children's Christmas Parade for community vitality (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 \$ 200.

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 \$ 200 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:

Tulare Downtown Association
Attn: John Harman, Director
220 E. Tulare Ave
Tulare, CA 93274

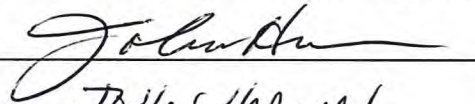
3. Whenever RECIPIENT highlights the receipt of Good Works Funding in its programs, plaques, banners, posters, or through any other medium, RECIPIENT agrees to acknowledge that funding is provided by the "County of Tulare," as opposed to a specific Supervisor.


Rev. 12-2017

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:  Title: Director, TDA
 Printed Name: JOHN HARMAN Date: 9/10/18

Signature:  Title: Board Member TDA
 Printed Name: DON LEBARON Date: 9/14/18

For COUNTY OF TULARE:

 Date: 9-25-18
 Michael C. Spata
 County Administrative Officer

GOOD WORKS FUNDING AGREEMENT

This agreement (Tulare County Agreement No. 28854, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and the Boys and Girls Club of the Sequoias ("RECIPIENT"), tax ID # 77-0309289, 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): Boys and Girls Club of the Sequoias – Ivanhoe Club for community vitality (hereinafter referred to as "COMMUNITY ACTIVITIES"); and

WHEREAS, at the request of Supervisor Steve Worthley, 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 \$ 5,000.

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 \$ 5,000 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:

Boys and Girls Club of the Sequoias
Attn: Galen Quenzer
1003 San Juan Ave.
Exeter, CA 93221

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

Rev. 12-2017

“County of Tulare,” as opposed to a specific Supervisor.

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: William Adams Title: President

Printed Name: Bill Adams Date: 9/13/18

Signature: Marilynn Mitchell Title: Secretary

Printed Name: Marilynn Mitchell Date: 9/13/18

For COUNTY OF TULARE:

Michael C. Spata

Michael C. Spata
County Administrative Officer

Date: 9-25-18

GOOD WORKS FUNDING AGREEMENT

This agreement (Tulare County Agreement No. 28855, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and the Scarlett Parks Foundation ("RECIPIENT"), tax ID # 81-4182449, 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): Scarlett Parks Foundation for The Purple Pumpkin Party fundraiser event for community vitality (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 \$ 250.

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 \$ 250 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:


Scarlett Parks Foundation
PO Box 642
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.

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:  Title: President
 Printed Name: Don Searcy Date: 9/18/18

Signature: _____ Title: _____
 Printed Name: _____ Date: _____

For COUNTY OF TULARE:

 Date: 9-25-18
 Michael C. Spata
 County Administrative Officer