

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:	December	18	2018
MOLINDA	DAIL.	Decermon	10,	2010

Public Hearing Required Scheduled Public Hearing w/Clerk Published Notice Required Advertised Published Notice County Counsel Sign-Off Meet & Confer Required	Yes □ N/A ☒ Yes □ N/A ☒
Electronic file(s) has been sent Budget Transfer (Aud 308) attached Personnel Resolution attached Agreements are attached and signature tab(s)/flag(s)	Yes
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 November 2018 and:
- 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 November 2018 as indicated below, executing the following agreements. Pursuant to applicable law the Board must ratify the agreements signed by the County Administrative Officer.

Good Works Agreements:

No. 28920:	American Legion Sierra Post 785 (2018 Chamber	\$100
	Holiday Festival Concert) - Support community vitality	
No. 28921:	Farmersville Youth Baseball League (Farmersville Art	\$500
	Show) – Support community vitality and education	
No. 28932:	Boys and Girls Club of the Sequoia (2018 Social Swirl	\$500
	Fundraiser) - Support community vitality and education	
No. 28933:	Dinuba Chamber of Commerce (2018 Thanksgiving	\$500

SUBJECT: Ratified Actions by the County Administrative Officer

DATE: December 18, 2018

Community Dinner) - Support community vitality

No. 28934: Tulare Kings Hispanic Chamber of Commerce (2018 \$400

Annual Business Awards Dinner) - Support community

vitality

No. 28935: Las Madrinas Guild (2018 Holiday Luncheon) - Support \$500

community vitality

No. 28936: Foodlink for Tulare County (Tulare Outlets Canned Food \$350

Tree Celebration) - Support community education and

vitality

No. 28937: Redwood Assistance Foundation (Drama Team) – \$200

Support community vitality and education

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:

Jason T. Britt

County Administrative Officer

Attachment(s)

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

IN THE MATTER OF RATIFIED ACTION BY THE COUNTY ADMINISTRATIVE OFFICER	ONS) Resolution No Agreement No)
UPON MOTION OF SUPERVIS	OR, SECONDED BY
SUPERVISOR	_, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN O	FFICIAL MEETING HELD <u>DECEMBER 18,</u>
2018 , BY THE FOLLOWING VOTE:	
AYES: NOES: ABSTAIN: ABSENT:	
ATTEST:	JASON T. BRITT COUNTY ADMINISTRATIVE OFFICER/ CLERK, BOARD OF SUPERVISORS
BY:	
	Deputy Clerk
* * * * * *	* * * * * * * * * *

- 1. Ratified actions by the County Administrative Officer during the month of November 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.

This agreement (Tulare County Agreement No. 29920, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and American Legion Sierra Post 785 ("RECIPIENT"), tax ID # 94-2578291, 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 including, 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

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 \$_100____ 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:

American Legion Sierra Post 785 PO Box 854 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 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.

A - 1 D1 1

Signature: Popert Livecti	Title: Commander
Printed Name: Robert Pineda	Date: 25 Oct 18
Signature:	Title:
Printed Name:	Date:
For COUNTY OF TULARE: Jason T. Britt County Administrative Officer	Date: ULIV8

This agreement (Tulare County Agreement No. 25921, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and Farmersville Youth Baseball League ("RECIPIENT"), tax ID # 26-1789046, 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 including, 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):

Farmersville Art Show (hereinafter referred to as "COMMUNITY ACTIVITIES"); and

WHEREAS, at the request of Supervisor <u>Kuyler Crocker</u>, 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:

Farmersville Youth Baseball League Attn: Matt Sisk 843 West Kristen St. Farmersville, CA 93223

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.
- 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.

Signature:	Title: PRESIDENT
Printed Name: MATT Sisk	Date:
Signature: Jong Vay	Title: TZEASUROZ.
Printed Name: brge Varguer	Date: 10/25/18
For COUNTY OF TULARE:	Date:
Jason T. Britt	
County Administrative Officer	

This agreement (Tulare County Agreement No. 25932, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and 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 including, 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):

2018 Social Swirl fundraiser event for community vitality and education (hereinafter referred to as "COMMUNITY ACTIVITIES"); and

WHEREAS, at the request of Supervisor <u>Pete Vander Poel, Steve Worthley</u>, 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:

Boys and Girls Club of the Sequoias – Social Swirl 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 "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.

Signature: Dell Alony	Title: Xresident
Printed Name: Bill Adams	Date: 18
Signature: Marilyn Mitchell Printed Name: Marilyn Mitchell	Title: Secretary Date: 11/5/18
For COUNTY OF TULARE: Jason T. Britt County Administrative Officer	Date:

This agreement (Tulare County Agreement No. <u>249133</u>, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and Dinuba Chamber of Commerce ("RECIPIENT"), tax ID # <u>94-0432705</u>, 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 including, 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): 2018 Thanksgiving Community Dinner event for community vitality (hereinafter referred to as "COMMUNITY ACTIVITIES"); and

WHEREAS, at the request of Supervisor <u>Steve Worthley</u>, 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:

Dinuba Chamber of Commerce 210 North L Street Dinuba, CA 93618

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.

Signature: Andra of Selle	Title:
Printed Name: Sandra V. Gills	Date: 11/5/18
Signature: Demon Dulla Printed Name: PANION PIVEPA	Title: BOARD DIRECTORS CHAIR Date: 11/5/18
Jason T. Britt County Administrative Officer	Date: 11/13/18

This agreement (Tulare County Agreement No. 28934, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and Tulare Kings Hispanic Chamber ("RECIPIENT"), tax ID # 77-0351995, 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 including, 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): 2018 Annual Business Awards Dinner event for community vitality (hereinafter referred to as "COMMUNITY ACTIVITIES"); and

WHEREAS, at the request of Supervisor <u>Kuyler Crocker, Pete Vander Poel, Amy Shuklian</u>, 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 \$400____.

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 \$_400 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 Kings Hispanic Chamber of Commerce 119 South Church Street 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.

Signature:	Title: CEO
Printed Name: (Sil Jaramillo	Date: 11.5.2018
Signature: Werduzzo	Title: Board Secretary
Printed Name: Norma Verduzu	Date: 11/5/2018
For COUNTY OF TULARE:	Date: ///3//8
Jason T. Britt) County Administrative Officer	

This agreement (Tulare County Agreement No. <u>28935</u>, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and Las Madrinas Guild ("RECIPIENT"), tax ID # <u>94-6103088</u>, 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 including, 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): 2018 Las Madrinas Guild Holiday Luncheon fundraiser event for health and community vitality (hereinafter referred to as "COMMUNITY ACTIVITIES"); and

WHEREAS, at the request of Supervisor Kuyler Crocker, Pete Vander Poel, Amy Shuklian, Steve Worthley, Mike Ennis, 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:

Las Madrinas Guild 2544 Border Links Road Visalia, CA 93291

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:

Signature: Jane Caves	Title: <u>President</u>
Printed Name: Jane Caves	Date: 11/6/18
Signature: Think a 18m	Title: <u>Weasurer</u>
Printed Name: Patricia Burr	Date: 11-04-2018
For COUNTY OF TULARE: Jason T. Britt	Date:
County Administrative Officer	

This agreement (Tulare County Agreement No. 25934, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and Foodlink for Tulare County ("RECIPIENT"), tax ID # 94-2558802, 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 including, 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):

2018 Foodlink for Tulare County and their Tulare Outlets Canned Food Tree Celebration (hereinafter referred to as "COMMUNITY ACTIVITIES"); and

WHEREAS, at the request of Supervisor Pete Vander Poel, 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 \$\frac{350}{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 \$_350 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:

Foodlink for Tulare County PO Box 391 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 "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.

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.

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Signature: Jusan Hanuel	Title: EXECUTIVE DIRECTOR
Printed Name: Susan Monuel	Date: <u>05. NOV. 2018</u>
Signature:	Title: Executive Admin Specialist Date: 11/5/18
Jason T. Britt County Administrative Officer	Date: ///13/18

This agreement (Tulare County Agreement No. 25937, or the "Agreement") is made and entered into between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY") and Redwood Assistance Foundation ("RECIPIENT"), tax ID # 90-0106851, 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 including, 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, at the request of Supervisor <u>Amy Shuklian</u>, 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 \$\(\frac{200}{200} \).

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:

Redwood Assistance Foundation - Drama Team 1001 W. Main St. 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.

Signature:	Title: Director
Printed Name: STACY GALVAN	Date:
Signature: R. Ru	Title: TRBASURER
Printed Name: Lvis R. Ruig	Date:
For COUNTY OF TULARE:	Date:///3/18
Jason T Britt	
County Administrative Officer	