

Tulare County Administrative Office county of Tulare AGENDA ITEM

BOARD OF SUPERVISORS

ALLEN ISHIDA District One

PETE VANDER POEL District Two

> PHILLIP A. COX District Three

J. STEVEN WORTHLEY District Four

> MIKE ENNIS District Five

AGENDA DATE: March 16, 2010

Public Hearing Required Scheduled Public Hearing w/Clerk Published Notice Required Advertised Published Notice Meet & Confer Required Flectronic file(s) has been sent Flectronic file(s) has been sent Flectronic Resolution attached Fersonnel Resolution attached Fersonnel Resolution, Ordinance or Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s) Pyes No N/A N/A N/A N/A N/A N/A Resolution, Ordinance or Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s) N/A N/A N/A N/A N/A N/A N/A Resolution, Ordinance or Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s) N/A N/A N/A N/A N/A N/A N/A N/			
CONTACT PERSON: Patsy Hogue PHONE: 636-5005			

SUBJECT:

Listing of Delegations to CAO – January/February 2010

REQUEST(S):

That the Board of Supervisors:

Ratify actions taken by the County Administrative Officer during the months of January and February, 2010.

SUMMARY:

Pursuant to delegated authority and within appropriations and policy of your Board, the County Administrative Officer has taken actions, as indicated below, authorizing those personnel actions listed and executing the following agreements during the months of January and February, 2010, and requests your ratification of same.

Personnel/Payroll Changes:

None

Good Works Funding Agreements:

No. 24378: ImagineU	Children's Museum – Support community activities	\$250
No. 24394: Helping H	lands of Porterville – Support community activities	\$500
No.24395: Latino Pe activities	ace Officers Association – Support community	\$1,000
No. 24396: Cutler-Ore activities	osi Chamber of Commerce – Support community s	\$1,000
No. 24408: Terra Bell	la Lions Club - Support community activities	\$500

SUBJECT: Listing of Delegations to CAO – January/February 2010

DATE: March 16, 2010

No. 24409: Latino Peace Officers Association – Support community activities	\$2,000
No. 24410: Tulare County Graduation Party – Support community activities	\$500
No. 24411: Girl Scouts of Central California South – Support community activities	\$2,000
No. 24427: Miss Tulare County Pageant – Support community activities	\$1,000
No. 24436: Ag One Foundation – Support community activities	\$150
No. 24437: Woodlake Pride, Inc – Support community activities	\$1,500
No. 24438: Tulare County Farm Bureau – Support community activities	\$800
No. 24439: Alpaugh Town Council – Support community activities	\$1,000
No. 24440: Mt. Whitney High School Softball Program – Support community activities	\$250
No. 24441: Sequoia Natural History Association – Support community activities	\$500
No. 24442: Visalians for Sober Graduation, Inc. – Support community activities	\$1,500
No. 24444: Young Lives of Tulare County – Support community activities	\$500
No. 24445: Young Lives of Tulare County – Support community activities	\$430

FISCAL IMPACT/FINANCING:

All actions are included in the requested 2009/10 budget.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Supporting community projects is linked to Tulare County's Strategic Business Plan Quality of Life Initiative. Personnel Actions are linked to the Organizational Performance Initiative.

ALTERNATIVES:

The Board of Supervisors could choose not to ratify the agreements.

INVOLVEMENT OF OTHER DEPARTMENTS OR AGENCIES:

N/A

ADMINISTRATIVE SIGN-OFF:

Jean M. Rousseau

County Administrative Officer

Cc: Auditor/Controller

County Counsel

County Administrative Office

Attachment(s)

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

IN THE MATTER OF RATIFIED ACTIONS BY THE COUNTY ADMINISTRATIVE OFFICER DURING THE MONTHS OF JANUARY AND FEBRUARY, 2010) RESOLUTION NO) AGREEMENT NO)
UPON MOTION OF SUPERVISO	R, SECONDED BY
SUPERVISOR	, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OF	FICIAL MEETING HELD,
BY THE FOLLOWING VOTE:	
AYES: NOES: ABSTAIN: ABSENT:	
	JEAN M. ROUSSEAU COUNTY ADMINISTRATIVE OFFICER/ CLERK, BOARD OF SUPERVISORS
BY:	Deputy Clerk
* * * * * * :	* * * * * * * * * *

Ratified actions taken by the County Administrative Officer during the months of January and February, 2010.

- 1. At the request of Supervisor Phil Cox this Agreement is between the County of Tulare and Imagine U Children's Museum, to help fund that organization's community activities; Recipient is required to date and execute this agreement and return same to the Clerk as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$250 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$250 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Dawnette Jones, Director of Operations ImagineU Children's Museum P.O. Box 688 Visalia, CA 93279 (559) 733-5975

Accepted By: Erika Moore

Title: Executive Director Date: 1-5-

For Tulare County

Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. <u>24</u>378

- 1. At the request of Supervisor Mike Ennis this Agreement is between the County of Tulare and Helping Hands of Porterville, to help fund that organization's community activities; Recipient is required to date and execute this agreement and return same to the Clerk as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$500 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Mike Chambers, Interim President Helping Hands of Porterville 679 W. McComb Ave. Porterville, CA 93257 559/784-9482

Accepted By: Mula Chamber

Title: President Date: 1-10-2010

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Mike Ennis this Agreement is between the County of Tulare and the Latino Peace Officers Association, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$1,000 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$1,000 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Gabe Cano, President Latino Peace Officers Association 939 W. James Court Visalia, CA 93277

Accepted By: 6A3E CAVO

Title: PRESIDENT) DOA

Date: <u>// W// O</u>

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Steve Worthley this Agreement is between the County of Tulare and the Cutler-Orosi Chamber of Commerce, to help fund that organization's community activities; Recipient is required to date and execute this agreement and return same to the Clerk as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$1,000 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$1,000 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Yvette Alvarez, President Cutler-Orosi Chamber of Commerce 12623 Ave. 416

Orosi, CA 93647

Date: 1/12

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Mike Ennis this Agreement is between the County of Tulare and the Terra Bella Lions Club, to help fund that organization's community activities; Recipient is required to date and execute this agreement and return same to the Clerk as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$500 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Bill Moench, President Terra Bella Lions Club P.O. Box 10186 Terra Bella, CA 93270

Accepted By: Bill Mounts
Title: President

Date: 1-22-2010

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Allen Ishida, Supervisor Pete Vander Poel and Supervisor Steve Worthley, this Agreement is between the County of Tulare and the Latino Peace Officers Association, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$2,000 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$2,000 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Gabe Cano, President Latino Peace Officers Association 939 W. James Court Visalia, CA 93277

Accepted By: OABE CAND

Title: PRESIDENT LPSA

Date: <u>//ユュ// い</u>

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

TULARE COUNTY AGREEMENT NO. <u>24409</u>

- 1. At the request of Supervisor Pete Vander Poel this Agreement is between the County of Tulare and the Tulare County Graduation Party, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$500 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Vivian Hamilton, Co-Chair Tulare Sober Graduation Party – Class of 2010 P.O. Box 423 Tulare, CA 93275

Accepted By: Owiant tember

Title: TW CHAIRMAN

Date: 1/26/10_

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Steve Worthley this Agreement is between the County of Tulare and Girl Scouts of Central California South, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$2,000 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$2,000 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Cathy Ferguson, Chief Executive Officer Girl Scouts of Central California South 230 NW 3rd Ave.
Fresno, CA 93291

Accepted By:

Title: <u>CEO</u>

Date:

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Allen Ishida, Supervisor Pete Vander Poel, Supervisor Phil Cox, Supervisor Steve Worthley, and Supervisor Mike Ennis, this Agreement is between the County of Tulare and the Miss Tulare County Pageant, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$1,000 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$1,000 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Georgia Souza, Associate Executive Director

Miss Tulare County Pageant

P.O. 3914

Visalia, CA 93278

(559) 909-3564

Accepted By:

Date

W. 3. 2010

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Allen Ishida, Supervisor Pete Vander Poel, and Supervisor Mike Ennis this Agreement is between the County of Tulare and the Ag One Foundation, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$150 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$150 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Christy Melvold Ag One Foundation California State University, Fresno 2910 E. Barstow, OF 115

Accepted By:

Fresno, CA 93740

Title: Program Coordinator

Date: 0-4-1

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Steve Worthley this Agreement is between the County of Tulare and Woodlake Pride, Inc., to help fund that organization's community activities; Recipient is required to date and execute this agreement and return same to the Clerk as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$1,500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$1,500 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Manuel Jimenez, President Woodlake Pride, Inc. 350 Lemona Street Woodlake, CA 93286 559/280-2483

Accepted By

Title: Tresident

Date:

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Allen Ishida, Supervisor Pete Vander Poel, Supervisor Phil Cox, and Supervisor Mike Ennis, this Agreement is between the County of Tulare and the Tulare County Farm Bureau, to help fund that organization's community activities; Recipient is required to date and execute this agreement and return same to the Clerk as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$800 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$800 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Patricia Stever, Executive Director Tulare County Farm Bureau P.O. Box 748 Visalia, CA 93279 (559) 732-8301

Title: Executive Director

Date: 2-8-10

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Pete Vander Poel this Agreement is between the County of Tulare and the Alpaugh Town Council, to help fund that organization's community activities; Recipient is required to date and execute this agreement and return same to the Clerk as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$1,000 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$1,000 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Machelle Hunter, President Alpaugh Town Council P.O. Box 443 Alpaugh, CA 93201 (559) 949-8304

Accepted By: Machelle Spentero Title: President of apprugh Town Council

Date: 02 · 10 · 10

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Phil Cox this Agreement is between the County of Tulare and the Mt. Whitney High School Softball Program, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$250 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$250 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

John Perez, Athletic Director Mt. Whitney High School Softball Program 900 S. Conyer St. Visalia, CA 93277

Accepted By:

(559) 679-4831

John C. Perez

Title: Athletic Direct

Date: 2-16-10

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Allen Ishida this Agreement is between the County of Tulare and the Sequoia Natural History Association, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$500 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Mark Tilchen, Executive Director Sequoia Natural History Association 47050 Generals Highway #10 Three Rivers, CA 93271 559/565-3756

Accepted By: That hak

Title: EXECUTIVE DIRECTOR

Date: 2/16/10

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Allen Ishida, Supervisor Phil Cox, and Supervisor Steve Worthley this Agreement is between the County of Tulare and the Visalians for Sober Graduation, Inc., to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$1,500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$1,500 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Debbie Terry, President Visalians for Sober Graduation, Inc. P.O. Box 6745 Visalia, CA 93290 (559) 730-7867

Accepted By:

Title: Board President

Date: 02/16/10

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Allen Ishida, Supervisor Peter Vander Poel, Supervisor Phil Cox, and Supervisor Steve Worthley, this Agreement is between the County of Tulare and the Young Lives of Tulare County, to help fund that organization's community activities; **Recipient is required to date and execute this agreement and return same to the Clerk** as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$500 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$500 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Karen Cardoza, Area Director Youth Lives of Tulare County 2134 Mineral King Ave., Suite B Visalia, CA 93292 (559) 593-0692

Accepted By: Alla Cardoz

Title: Area Director Date: 2.17-10

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer

- 1. At the request of Supervisor Phil Cox, this Agreement is between the County of Tulare and the Young Lives of Tulare County, to help fund that organization's community activities; Recipient is required to date and execute this agreement and return same to the Clerk as evidence of its intent to carry out the purposes for which the grant is made.
- 2. The Board authorizes and directs the County Auditor upon execution and receipt of this agreement to encumber the sum of \$430 to Account #001-012-1010-2150 for the Recipient and issue a warrant in the amount of \$430 to the Recipient.
- 3. The Recipient shall hold harmless, defend, and indemnify the County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds.
- 4. The Recipient agrees to hold harmless, defend, and indemnify the County 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 approved Agreement.

Karen Cardoza, Area Director Youth Lives of Tulare County 2134 Mineral King Ave., Suite B Visalia, CA 93292 (559) 593-0692

Date: 2.(7-10

For Tulare County:

Kristin Bennett, Assistant County Administrative Officer