

52. Consider recommendations relating to sponsorship of the City of San Jose Council District 5. (Arenas) (LA-1)Possible action:
- a. Approve waiver of Board of Supervisor's Policy 3.68.4.2 which requires approval of sponsorship at least 30 days before the event or activity.
 - b. Approve County sponsorship of City of San Jose Council District 5 in the amount of \$2,500 from the Supervisorial District One allocation in the Office of the Clerk of the Board Fiscal Year 2023-2024 budget, to support the Cinco de Mayo Parade and Event.

(ID# 24-5392)



Levine Act Contractor Form:
Identification of Subcontractors and Agents

Completed form submitted to the County of Santa Clara is a public record.

This Section to be completed by County Staff after Form is completed by Contractor:

Date of Board of Supervisors Meeting

When Agreement/Amendment Will Be Considered:

Legislative File No.:

Instructions to Contractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara ("Agreement") that will be submitted to the County of Santa Clara Board of Supervisors for consideration, any party entering into the Agreement with the County ("Contractor") must:

- 1) Fill out Sections A, B, C, and D of this form.
 - a. For Section B, list any subcontractors identified in Contractor's solicitation/grant proposal and/or in Contractor's Agreement with the County ("Subcontractor").
- 2) Provide a separate Levine Act Subcontractor Form: Identification of Agents to each Subcontractor, if any, listed in Section B, and collect a completed form from each Subcontractor.
- 3) Provide this form and each completed Levine Act Subcontractor Form: Identification of Agents to the designated County of Santa Clara contract manager for this Agreement.

NOTE: This form is for the identification of Contractor's Subcontractors and agents only. If a Contractor, Subcontractor, or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures online at <https://www.sccgov.org/levineact>.

SECTION A – CONTRACTOR AND AGREEMENT INFORMATION

Contractor Legal Name
(include d/b/a if applicable):

City of San Jose

Title or Short Description of Agreement:

Sponsorship Agreement Grant of Funds to Council District 5

SECTION B – SUBCONTRACTORS FOR THIS AGREEMENT

Provide list of Contractor's Subcontractors for this Agreement:

	Name of Subcontractor(s):
1.	
2.	
3.	
4.	

If there are more than four Subcontractors, please submit a supplemental form. If attaching a supplemental form, check this box: ☐

If no Subcontractors, check this box: ☐ (If no subcontractors, no Levine Act Subcontractor Forms are needed.)

(Continue to page 2)



Levine Act Contractor Form:
Identification of Subcontractors and Agents

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SECTION C – CONTRACTOR’S AGENTS

Provide list of Contractor’s Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3ⁱ](#)) for this Agreement:

	Name of Agent(s):	Name of Agent’s Firm (if applicable):
1.	Angel Madero, Kim Ruiz and Peter Ortiz	City of San Jose
2.		
3.		
4.		
5.		
6.		

If no Agents, check this box: ☐

SECTION D – CONTRACTOR SIGNATURE

The undersigned declares that they are a representative of Contractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Sarah Zarate

Director, City Manager’s Officer

Printed Name

Title

Sarah zarate

04/16/2024

Contractor’s Authorized Representative Signature

Date

ⁱ California Code of Regulations section 18438.3 states:

(a) A person is the ‘agent’ of a party to, or a participant in, a pending proceeding involving a license, permit or other entitlement for use only if the person represents that party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.

(b) If an individual acting as an agent is also acting as an employee or member of a law, architectural, engineering or consulting firm, or a similar entity or corporation, both the entity or corporation and the individual are “agents.”

(c) “Communication with the governmental agency for the purpose of influencing the proceeding” does not include:

(1) Drawings or submissions of an architectural, engineering, or similar nature prepared by a person for a client to submit in a proceeding before the agency if:

(A) The work is performed pursuant to the person’s profession; and

(B) The person does not make any contact with the agency other than contact with agency staff concerning the process or evaluation of the documents prepared by the official; or

(2) Purely technical data or analysis provided to an agency by a person who does not otherwise engage in direct communication for the purpose of influencing the proceeding.

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: ☐ City Attorney
☐ City Manager
☐ City Clerk **OR** Return to
Dept. (circle one)

☐ Insurance Certificates / Waivers ☐ Electronically Signed: Select one
☐ Business Tax Certificate ☐ Audit Trail Attached (if applicable)
☐ Contacted Clerk re: Form 700 ☐ Scanned Signature Authorization
☐ Supplemental Memorandums (if applicable): Select One

Type of Document: Select one

Type of Contract: Select one

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # _____

Contractor: County of Santa Clara - Supervisor Sylvia Arenas Office

Address: _____

Phone: _____ Email: _____

Contract Description:

Term Start Date: _____ Term End Date: _____ Extension: Select one

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: _____ Amount of Increase/Decrease: _____

Option #: ____ of ____ Option Amount: _____ NTE/Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): Select one Revenue Agreement: Select one

Tax Certificate No.: _____ Expiration Date: _____

Department: Select one

Department Contact: _____ Customer (Finance Only): _____

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: Jessica Lowry Signing on behalf of Jessica Lowry 04/16/24
Jessica Lowry, Open Government Manager Date

County of Santa Clara
Supervisory District One



24-5392

DATE: April 16, 2024

TO: Board of Supervisors

FROM: Sylvia Arenas, Supervisor

SUBJECT: Cinco de Mayo Parade and Event Sponsorship

RECOMMENDED ACTION

Consider recommendations relating to sponsorship of the City of San Jose Council District 5. (Arenas) (LA-1)

Possible action:

- a. Approve waiver of Board of Supervisor's Policy 3.68.4.2 which requires approval of sponsorship at least 30 days before the event or activity.
- b. Approve County sponsorship of City of San Jose Council District 5 in the amount of \$2,500 from the Supervisory District One allocation in the Office of the Clerk of the Board Fiscal Year 2023-2024 budget, to support the Cinco de Mayo Parade and Event.

REASONS FOR RECOMMENDATION AND BACKGROUND

On Sunday, May 5, 2024, the very first city-sanctioned Cinco de Mayo event will be held beginning with a parade starting at the Mexican Heritage Plaza and concluding at Emma Prusch Farm Park, which will host a community fair.

Planned, organized, and presented by the East San Jose Cinco de Mayo Planning Committee, a joint cohort that includes various community groups and organizations from East San José, and supported by Councilmembers Peter Ortiz (Council District 5), Omar Torres (Council District 3), Domingo Candelas (Council District 8) and Supervisor Sylvia Arenas (County District 1), this free community event will provide a space for Santa Clara County's Mexican American community to celebrate Chicano culture and heritage.

The sponsorship will help offset the cost of the event, which includes hiring local law enforcement to enforce road closures, renting city-owned spaces such as Emma Prusch Farm Park, and for advance posting of signage to announce the parade route, potential traffic congestion, and detailed road closures.

Cinco de Mayo, or May 5, is the marquee celebration for Mexican Americans in Santa Clara County and throughout the state of California – serving as a day to honor Mexican culture and heritage by commemorating the historic Battle of Puebla on May 5, 1862, when Mexican

Approved: 04/16/2024

forces led by General Ignacio Zaragoza achieved a significant victory against an invading French army in the struggle for Mexican independence and self-determination.

Cinco de Mayo in Santa Clara County dates back to the rise of the Chicano Movement during the '40s, becoming a day of celebration of Mexican culture and heritage while coinciding with the demands of the Civil Rights Movement calling for institutional cultural representation.

As the first city-sanctioned Cinco de Mayo parade and event in the history of the City of San José, the event will bring together various community-based organizations, cultural performance groups, car clubs, neighborhood associations, schools, governmental agencies, and local businesses for a day of cultural celebration and community building. In addition, the parade and event are expected to be attended by nearly 10,000 community members across Santa Clara County and beyond.

County of Santa Clara

Office of the Clerk of the Board of Supervisors
County Government Center, East Wing
70 West Hedding Street, 10th Floor
San Jose, California 95110-1770
(408) 299-5001 TDD 993-8272



Curtis Boone
Acting Clerk of the Board

SPONSORSHIP AGREEMENT (FY 2023-2024)

This Sponsorship Agreement is made between the County of Santa Clara ("County") and City of San José ("Recipient"), effective April 16, 2024. A sponsorship in the total amount of \$2,500 ("Sponsorship") to be disbursed to the Recipient was approved by the Board of Supervisors ("Board") on April 16, 2024. The following terms and conditions apply to the Sponsorship:

- 1. PURPOSE AND ACTIVITY.** Sponsorship funds may only be used by the Recipient for the following program, event, or activity: the Cinco de Mayo Parade and Event, taking place on May 5, 2024. Recipient may use the County seal or logo only in connection with the program, event, or activity described in this paragraph as authorized by the Board. This Sponsorship Agreement is not a pledge or commitment by the County to make any other sponsorships or contributions to Recipient.
- 2. DISBURSEMENT.** County shall disburse funds to Recipient in the amount of \$2,500 for Fiscal Year 2023-24 within forty-five (45) days of execution of this Agreement. Prior to the disbursement of any funds by the County, Recipient shall file with the County a current Certificate of Status issued by the California Secretary of State and documenting the Recipient's active status or active status of the Recipient's designated fiscal agent. The Certificate of Status shall be emailed to AdminUnit@cob.sccgov.org. Failure to remain in active status during the term of this Sponsorship Agreement shall be grounds for termination by the County. If matching funds or other conditions are required, proof must be provided prior to disbursement.
- 3. ACKNOWLEDGMENT.** Recipient shall acknowledge disbursement by County by email to the Clerk of the Board of Supervisors at AdminUnit@cob.sccgov.org no later than five (5) business days after receipt. Recipient shall acknowledge the contribution of the County in its annual reports and all publications related to the County-funded program, event, or activity.
- 4. RECORD KEEPING.** Recipient shall maintain records, including original receipts and invoices, demonstrating compliance with the Sponsorship Agreement and with conditions associated with matching funds (if any) for a period of seven (7) years. The County may request these records, which shall be provided no later than five (5) business days after request. Recipient shall further comply with any reasonable requests for information about program activities and any reporting requested by the County, and any audit or investigation regarding the proper use of funds.
- 5. RETURN OF FUNDS.** Recipient shall promptly return any and all funds that the County determines were not used for the purpose(s) approved by the Board. In no event shall the funds be returned later than five (5) business days after the County's determination.

Approved: 04/16/2024

- 6. DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS.** To the maximum extent allowed by law, Recipient shall indemnify, defend and hold harmless the County and its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this agreement by the Recipient and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

7. GENERAL RESTRICTIONS:

- a. Compliance with all laws.** Recipient shall comply with all applicable laws and regulations in the spending of Sponsorship funds. Recipient shall (a) not use any Sponsorship funds for religious worship, instruction, or proselytization or to pay for equipment or supplies to be used for religious worship, instruction, or proselytization; (b) not use any Sponsorship funds to construct, rehabilitate, or restore any property that is used for religious worship, instruction, or proselytization; (c) not use any Sponsorship funds to engage in partisan political activities or participate in, or endorse, events or activities that advocate for or against political parties, political platforms, political candidates, proposed legislation, or elected officials including any “campaign activities” as defined by state law; and, (d) comply with all applicable laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Recipient shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Recipient discriminate in the provision of services provided under this sponsorship because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- b. No Assignment.** Recipient may not assign or delegate performance of this Sponsorship Agreement or of the program, event, or activity to any other person or entity, without the prior written consent of the County.
- c. Governing Law, Forum.** This Sponsorship Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of laws provisions. Any disputes or proceedings between the County and Recipient arising from or concerning this Sponsorship Agreement shall be brought in the state or federal court in the counties of Santa Clara, San Francisco, or Sacramento in the sole discretion of the County. Recipient hereby consents to the personal jurisdiction and venue of such courts.
- d. Ownership.** The County retains all rights, title, and interest in and to the

County’s name, seal, and logos.

8. **TERMINATION AND EXPIRATION.** The County may terminate the Sponsorship Agreement for convenience at any time, for any reason, without penalty or liability. This Sponsorship Agreement shall expire by its own terms on June 30, 2024. Paragraphs 1, 4-8 shall survive termination or expiration of the Sponsorship Agreement.
9. **AGREEMENT COUNTERPARTS AND EXECUTION.** This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered via a method described herein.

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term “electronic copy of a signed agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term “electronically signed agreement” means an agreement that is executed by applying an electronic signature using technology approved by the County.

10. **AUTHORITY.** The person(s) signing this Sponsorship Agreement on behalf of Recipient represents and warrants to County that they have the requisite legal authority and power to execute it, and to bind Recipient to the obligations contained herein.

ACCEPTED AND AGREED TO:

COUNTY OF SANTA CLARA:

DocuSigned by:
By: Curtis Boone
AC92058BA18B48C...
Curtis Boone
Acting Clerk of the Board of Supervisors
Date: 4/30/2024

RECIPIENT:

DocuSigned by:
By: Sarah Zarate
Name Sarah Zarate
Title Director, CMO
Date: 4/30/2024

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
By: Juliana Goldrosen
E938EGFFB04F4F8...
Juliana Goldrosen
Lead Deputy County Counsel
Date: 4/30/2024

DocuSigned by:
By: Nelam Naidu
BFE73816932940B...
Nelam Naidu
APPROVED AS TO FORM; Sr. Deputy City Attorney
4/30/2024

City of San José Contract/Agreement Transmittal Form

Route Order**Attached / Completed****Electronically Signed**

TO: ☐ City Attorney
☐ City Manager
☐ City Clerk **OR** Return to
 Dept. (circle one)

☐ Insurance Certificates / Waivers ☐ Electronically Signed: Select one
☐ Business Tax Certificate ☐ Audit Trail Attached (if applicable)
☐ Contacted Clerk re: Form 700 ☐ Scanned Signature Authorization
☐ Supplemental Memorandums (if applicable): Select One

Type of Document: Select one

Type of Contract: Select one

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # _____

Contractor: County of Santa Clara - Supervisor Sylvia Arenas Office

Address: _____

Phone: _____ Email: _____

Contract Description:

Term Start Date: _____ Term End Date: _____ Extension: Select one

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: _____ Amount of Increase/Decrease: _____

Option #: ____ of ____ Option Amount: _____ NTE/Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): Select one Revenue Agreement: Select one

Tax Certificate No.: _____ Expiration Date: _____

Department: Select one

Department Contact: _____ Customer (Finance Only): _____

Notes:

Department Director Signature: _____ Date

DocuSigned by:

Jessica Lowry

AE5C90069D97427

Office of the City Manager Signature: _____*Jessica Lowry, Open Government Manager*

4/30/2024

Date