

53. Consider recommendations relating to sponsorship of the City of San Jose Council District 9. (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 9 in the amount of \$1,000 from the Supervisorial District One allocation in the Office of the Clerk of the Board Fiscal Year 2023-2024 budget, to support the Third Annual Music in the Valley 2024.

(ID# 24-5391)

# 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): **Business** Revenue Agreement: **Select one**

Tax Certificate No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Department: 

Department Contact: \_\_\_\_\_ Customer (Finance Only): ' ' ' \_\_\_\_\_

Notes:

Department Director Signature: \_\_\_\_\_

Date \_\_\_\_\_

Office of the City Manager Signature:  Email: [jessica.lowry@sanjoseca.gov](mailto:jessica.lowry@sanjoseca.gov) Date: 04/08/2024 PNT 04/08/2024

04/08/2024

*Jessica Lowry, Open Government Manager*

Date \_\_\_\_\_



**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 9

**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**

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

**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 18438.3<sup>i</sup>](#)) for this Agreement:

	Name of Agent(s):	Name of Agent’s Firm (if applicable):
1.	Claire Bang & Scott Hughes & Pam Foley	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*  
Email: sarah.zarate@sanjoseca.gov

04/08/2024

Contractor’s Authorized Representative Signature

Date







<sup>i</sup> 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.

# D9 Levine Act Contractor Form \_ 04082024

Created:	<b>04/08/2024</b>
Status:	Signed
Transaction ID:	4ae5cbcd-7cab-4220-9a2c-9f9bf35133f7

## "D9 Levine Act Contractor Form \_ 04082024" history

-  Charulatha Thiyagarajan created the document.  
04/08/2024 10:22:11 AM PDT - IP address 76.132.48.199:52237
-  Document was emailed to Jessica Lowry  
04/08/2024 10:22:12 AM PDT
-  Jessica Lowry signed the document.  
04/08/2024 11:24:54 AM PDT - IP address 156.39.0.199:11063
-  Document was emailed to Sarah Zarate  
04/08/2024 11:24:55 AM PDT
-  Sarah Zarate signed the document.  
04/08/2024 11:52:48 AM PDT - IP address 174.192.66.205:11844
-  Document was successfully signed and filed  
04/08/2024 11:52:49 AM PDT

County of Santa Clara  
Supervisory District One



24-5391

**DATE:** April 16, 2024

**TO:** Board of Supervisors

**FROM:** Sylvia Arenas, Supervisor

**SUBJECT:** Music in the Valley 2024 Sponsorship

**RECOMMENDED ACTION**

Consider recommendations relating to sponsorship of the City of San Jose Council District 9. (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 9 in the amount of \$1,000 from the Supervisory District One allocation in the Office of the Clerk of the Board Fiscal Year 2023-2024 budget, to support the Third Annual Music in the Valley 2024.

**REASONS FOR RECOMMENDATION AND BACKGROUND**

On Sunday, April 28, 2024, the Third Annual Music in the Valley community event will be hosted at Camden Community Center featuring live musical performances by local students.

Presented by City of San Jose Council District 9 Councilmember Pam Foley, this free community event will feature students from local K-12 schools in the Camden area and in the County of Santa Clara's District 1 to showcase their musical talents while inviting community residents to partake in a day of community building and celebration.

The sponsorship will help offset the cost of the event and allow Music in the Valley to provide a communal space for students in the Camden area to perform, featuring three stages while offering free entertainment for the whole community with a rock-climbing wall, bounce houses, food trucks, and more.

Music in the Valley celebrates the dedication and talent of local school bands, choirs, and symphonies in the County of Santa Clara's District 1 and City of San Jose's District 9. Showcasing an array of musical talents and disciplines from drum and bass to violin and trumpets, flutes, and much more.

Music in the Valley is a community showcase of student musicians, chorists, and

Approved: 04/16/2024

symphonists who have spent an entire school year practicing, offering a special opportunity for the community to celebrate their hard work and dedication to the fine arts.

In 2023, Music in the Valley invited four high schools, three middle schools, and one STEAM school to participate in the musical showcase, affirming the demand for a community event that highlights student musicians, chorists, and creatives.

In addition, Music in the Valley also invites local mom-and-pop vendors and food trucks to provide food and highlight their businesses to fellow neighbors and residents.

### **ATTACHMENTS:**

-

# County of Santa Clara

Office of the Clerk of the Board of Supervisors  
County Government Center, East Wing  
70 West Hedding Street, 10<sup>th</sup> 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 \$1,000 (“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 Third Annual Music in the Valley, taking place on April 28, 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 \$1,000 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](mailto: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](mailto: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  
0814B0A752264C5...  
Name Sarah Zarate  
Title Director, CMO  
Date: 4/30/2024

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
By: Juliana Goldrosen  
E938ECFFB04F4F8...  
Juliana Goldrosen  
Lead Deputy County Counsel  
Date: 4/30/2024

DocuSigned by:  
By: Nelam Naidu  
BFE73816932949B...  
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*

4/30/2024

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

Date