

County of Santa Clara

Office of the Clerk of the Board of Supervisors
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San Jose, California 95110-1770
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Megan Doyle
Clerk of the Board

SPONSORSHIP AGREEMENT (FY 2021-2022)

This Sponsorship Agreement is made between the County of Santa Clara (“County”) and _____ (Recipient), effective _____. A sponsorship in the total amount of \$ _____ (“Sponsorship”) to be disbursed to the Recipient was approved by the Board of Supervisors (“Board”) on June 17, 2021. This Sponsorship Agreement shall be effective upon approval of all parties. 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:

_____ . 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 \$ _____ for Fiscal Year 2021-2022 within forty-five (45) days of execution of this Agreement. 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.
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, 2022. Paragraphs 1, 4-8 shall survive termination or expiration of the Sponsorship Agreement.
9. **AGREEMENT EXECUTION.** 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 he or she has 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:

RECIPIENT:

By: _____

Megan Doyle

Clerk of the Board of Supervisors

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By:

Date: