



# City of Santa Clara

## Meeting Agenda

### Board of Library Trustees

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**Monday, May 6, 2024**

**6:00 PM**

**Hybrid Meeting, Edinger Room  
Central Park Library  
2635 Homestead Rd  
Santa Clara, CA 95051**

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The City of Santa Clara is conducting the Board of Library Trustees meeting in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - o <https://santaclaraca-gov.zoom.us/j/85864257230>

Meeting ID: 858 6425 7230 or

- o Phone: 1(669) 900-6833

**PUBLIC PARTICIPATION IN ZOOM WEBINAR:** Please follow the guidelines below when participating in a Zoom Webinar:

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press \*9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press \*6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

### **CALL TO ORDER AND ROLL CALL**

### **CONSENT CALENDAR**

*The items listed on the CONSENT CALENDAR are considered routine and will be adopted by one motion. There will be no separate discussion of the items on the CONSENT CALENDAR unless discussion is requested by a member of the Board, staff, or public.*

**1.A 24-399** [Action on the Board of Library Trustees Meeting Minutes of April 1, 2024](#)

**Recommendation:** Approve the Board of Library Trustees Meeting Minutes of April 1, 2024

**1.B 24-400** [Action to Recommend City Council Acceptance of the FY 2024/25 and 2025/26 California Library Literacy Services \(CLLS\) English as a Second Language \(ESL\) Grant Awards for Read Santa Clara for a Total Amount of \\$126,327 and the Related Budget Amendments](#)

**Recommendation:** That the Board of Library Trustees recommend that the City Council Accept the FY 2024/25 and 2025/26 California Library Literacy Services (CLLS) English as a Second Language (ESL) Grant Awards for Read Santa Clara for a Total Amount of \$126,327, including \$61,618 for FY 2024/25 and \$64,709 for FY 2025/26, and the Related Budget Amendments as described in this Report

## **PUBLIC PRESENTATIONS**

*[This item is reserved for persons to address the body on any matter not on the agenda that is within the subject matter jurisdiction of the body. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The governing body, or staff, may briefly respond to statements made or questions posed, and appropriate body may request staff to report back at a subsequent meeting.]*

## **GENERAL BUSINESS**

**24-443** [Discussion and Possible Action on Santa Clara City Library Draft Strategic Plan](#)

**Recommendation:** Review and discuss the vision and mission statements and project updates on the Santa Clara City Library Draft Strategic Plan.

## **STAFF REPORT**

## **TRUSTEES REPORT**

## **ADJOURNMENT**

The Board of Library Trustees Meeting is adjourned to June 3, 2024, at 6:00 PM.

**MEETING DISCLOSURES**

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

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# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
[santaclaraca.gov](http://santaclaraca.gov)  
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

## Agenda Report

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24-399

Agenda Date: 5/6/2024

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### REPORT TO BOARD OF LIBRARY TRUSTEES

#### **SUBJECT**

Action on the Board of Library Trustees Meeting Minutes of April 1, 2024

#### **COUNCIL PILLAR**

Enhance Community Engagement and Transparency

#### **PUBLIC CONTACT**

Public contact was made by posting the Board agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

#### **RECOMMENDATION**

Approve the Board of Library Trustees Meeting Minutes of April 1, 2024

Reviewed by: Sami James, Management Analyst

Approved by: Patty Wong, City Librarian

#### **ATTACHMENTS**

1. Board of Library Trustees Minutes - April 1, 2024 Minutes - Draft





# City of Santa Clara

## Meeting Minutes

### Board of Library Trustees

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04/01/2024

6:00 PM Hybrid Meeting, Margie Edinger Room Central Park  
Library, 2635 Homestead Rd, Santa Clara, CA 95051

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**CALL TO ORDER AND ROLL CALL**

**Chair Evans** called the meeting to order at 6:03 PM.

**Management Analyst James** announced that **Trustee Tryforos** would be participating remotely under the provision of AB 2449 due to illness.

**A motion was made by Vice Chair Hintermeister, seconded by Trustee Ricossa, to excuse Trustee Broughman.**

**A motion was made by Vice Chair Hintermeister, seconded by Trustee Ricossa, to approve Trustee Tryforos participating remotely under the Just Cause clause of AB 2449.**

**Aye:** 4 - Trustee Tryforos, Vice Chair Hintermeister, Trustee Ricossa, and Chair Evans

**Excused:** 1 - Trustee Broughman

**CONSENT CALENDAR**

1      [24-315](#)      Action on the Board of Library Trustees Meeting Minutes of March 4, 2024

**Recommendation:** Approve the Board of Library Trustees Meeting Minutes of March 4, 2024

**A motion was made by Vice Chair Hintermeister, seconded by Trustee Ricossa to approve Staff Recommendation.**

**Aye:** 4 - Trustee Tryforos, Vice Chair Hintermeister, Trustee Ricossa, and Chair Evans

**Excused:** 1 - Trustee Broughman

**PUBLIC PRESENTATIONS**

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**GENERAL BUSINESS****2**      [24-316](#)      Discussion and Action on Santa Clara City Library Draft Strategic Plan

**Recommendation:** Review and recommend revisions to the vision and mission statements and general content of the Santa Clara City Library Draft Strategic Plan.

The **Board** engaged in discussion with **Amanda Standerfer** of **Fast Forward Libraries**, the consultants working with the Library to develop a Strategic Plan. The **Board** reviewed and drafted language for the Vision and Mission statements.

[24-318](#)      Discussion on Connecting with other City of Santa Clara Boards and Commissions

**Recommendation:** Discuss and identify Boards and Commissions to connect with.

The **Board** held discussion on opportunities to connect with other Boards and Commissions. **Trustee Tryforos** volunteered to attend the next **Youth Commission** meeting, **Vice Chair Hintermeister** volunteered to connect with the **Youth Commission**, and **Trustee Ricossa** to connect with the **Parks and Recreation Commission**. **City Librarian Wong** indicated she would coordinate connecting the **Board** members to the appropriate contact from those commissions.

**STAFF REPORT**

**City Librarian Wong** introduced a member of the public attending the meeting who expressed interest in one of the upcoming vacant positions on the **Board**. **Salim Muhammad** introduced himself and shared that he had applied to be a member of the **Board**. Another member of the public asked for more information about how to apply. **Chair Evans** provided information about the recruitment and how to apply.

**City Librarian Wong** informed the **Board** that two library staff members will be attending the City of Santa Clara Leadership Academy for professional development, **Patricia Zeider** and **Nicole Jarvis**. The **Board** was invited to view the Smithsonian BIAS Exhibit being presented at **Santa Clara University**, and reminded of the service for **Former City Manager Sparacino**. Her role in supporting the building of the **Central Park Library** and supporting the **Mission Branch Library** renovations was acknowledged.

Information about the upcoming second **City Council** Priority Setting session was shared with the **Board**. **Vice Chair Hintermeister** was thanked for speaking on the importance of the library at the first priority setting session, and the **Board** was informed about several callers from the community who brought up the importance of the library.

Information was shared about the upcoming Librarypalooza fundraising event being held at the Triton Museum on May 11, 2024, as well as about Comic Con, scheduled for October 2024.

**City Librarian Wong** reminded the **Board** about the Proclamation for National Library Week being presented at **City Council** on April 9th, and invited them once more to attend.

**TRUSTEES REPORT**

**Vice Chair Hintermeister** shared information on the Triton Tequila Tasting fundraiser for the **Triton Museum**.

**Vice Chair Hintermeister** asked about an upcoming Patrick Henry meeting and the status of Library inclusion in the plan.

**Vice Chair Hintermeister** shared that he took notes from the **Board/City Council** dinner, and raised the question if the **Board** might want to assign the role of secretary in the future. It was decided to add this as a question to address at a future meeting.

**ADJOURNMENT**

The meeting was adjourned at 8:13 PM.

**A motion was made by Trustee Ricossa, seconded by Trustee Tryforos to adjourn the meeting in memory of Jennifer Sparacino, former Santa Clara City Manager for 25 years.**

**Aye:** 4 - Trustee Tryforos, Vice Chair Hintermeister, Trustee Ricossa, and Chair Evans

**Excused:** 1 - Trustee Broughman

The Board of Library Trustees Meeting is adjourned to May 6, 2024, at 6:00 PM.

## **MEETING DISCLOSURES**

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## Agenda Report

24-400

Agenda Date: 5/6/2024

### REPORT TO BOARD OF LIBRARY TRUSTEES

#### **SUBJECT**

Action to Recommend City Council Acceptance of the FY 2024/25 and 2025/26 California Library Literacy Services (CLLS) English as a Second Language (ESL) Grant Awards for Read Santa Clara for a Total Amount of \$126,327 and the Related Budget Amendments

#### **COUNCIL PILLAR**

Enhance Community Engagement and Transparency

#### **BACKGROUND**

The California State Library, California Library Literacy Services (CLLS) received one-time state budget funding in FY 2021/22 for English as a Second Language (ESL) services, to be allocated over a five-year period to qualifying libraries in the State of California. The Santa Clara City Library Department's Read Santa Clara program has qualified for these grants since FY 2022/23.

Read Santa Clara was awarded a total of \$55,500 in CLLS ESL Grant Award funds in FY 2022/23. This funding allowed Read Santa Clara to hire an ESL Program Specialist and an Assistant as temporary employees, and provide ESL services for adults with the most critical needs. Read Santa Clara's ESL instruction focuses on adult learners at beginning English language levels who are unable to benefit from large group ESL classes due to limited or no English language skills. The program offers tutoring at the library to community members referred by Santa Clara Adult Education, and to diverse immigrants and refugees at beginning ESL levels. Small group ESL tutoring is also offered at two school sites, Scott Lane Elementary and Montague Elementary, for parents who often lack childcare or transportation to get to other ESL classes. With this funding, the Library Department was able to achieve the following:

- Served 71 adult learners since the inception of the program
- Provided learners with 580 hours of instruction in English, with three small groups and 18 one-to-one pairs
- Worked with learners to set goals and track achievements. After making use of Library ESL services:
  - 62% of learners were able to communicate with a doctor
  - 66% of learners could communicate better with their child's teachers
  - 75% of learners were able to communicate better at work

- 82% of learners were better able to navigate community systems and services
- 83% of learners could communicate essential personal information in English

### **DISCUSSION**

Read Santa Clara was awarded additional grant funding for the Read Santa Clara ESL program for the last two years of the ESL grant funded by the California State Library for FY 2024/25 and 2025/26. The total ESL grant amount awarded to the Santa Clara City Library Department's Read Santa Clara program for FY 2024/25 and 2025/26 is \$126,327. This amount is broken down into \$61,618 for FY 2024/25, and \$64,709 for FY 2025/26.

The grant funds will be used to fully offset costs for the salaries of two temporary as-needed employees, an ESL Program Specialist and an ESL Program Assistant, as well as instructional resources and other supplies for the ESL program.

The City process requires that all grants be accepted by the City Council. This item is being brought to the Board for its recommendation that the grants be forwarded to the City Council for formal acceptance.

The ESL grant requires that the grant awards be deposited in the City's accounting system. The FY 2024/25 grant funds are required to be fully expended at the time of the submission of the CLLS Final Grant Report, anticipated to be due in September 30, 2025. The FY 2025/26 grant funds are required to be expended by June 30, 2026. Staff will monitor and evaluate any unexpended funds against budget and expenses to ensure requirements are met.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

### **FISCAL IMPACT**

Following the Board of Library Trustees' consideration of this item, the total ESL grant awards of \$126,327 will be brought forward to the City Council for final approval and appropriation. These grant funds will fully offset the as-needed employee staffing and operational costs of Read Santa Clara's ESL Services. Staff will recommend to the City Council an increase in the Other Agencies Revenue estimate and establish a grant appropriation for the acceptance of \$61,618 in FY 2024/25 in the Library Operating Grant Trust Fund. Staff will propose the FY 2025/26 grant appropriation of \$64,709 in the next FY 2025/26 and FY 2026/27 Operating Budget Cycle.



**Budget Amendment****FY 2024/25**

<b>Library Operating Grant Trust Fund</b>	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<u>Revenue</u> Other Agencies Revenue	\$0	\$61,618	\$61,618
<u>Expenditures</u> ESL Tutoring Services 2024-25	\$0	\$61,618	\$61,618

**COORDINATION**

This report has been coordinated with the Finance Department and City Attorney's Office.

**PUBLIC CONTACT**

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**RECOMMENDATION**

That the Board of Library Trustees recommend that the City Council Accept the FY 2024/25 and 2025/26 California Library Literacy Services (CLLS) English as a Second Language (ESL) Grant Awards for Read Santa Clara for a Total Amount of \$126,327, including \$61,618 for FY 2024/25 and \$64,709 for FY 2025/26, and the Related Budget Amendments as described in this Report

Reviewed by: Sami James, Management Analyst

Approved by: Patty Wong, City Librarian

**ATTACHMENTS**

1. CLLS ESL 24-26 grant award



26 January 2024

Patty Wong  
Santa Clara City Library  
2635 Homestead Road  
Santa Clara, CA 95051

Dear Ms. Wong,

We're pleased to provide funds to support your English as a Second Language program and the important work you, your staff, and your volunteers do for your community through the California Library Literacy Services program.

In 2021-2022, the state budget included \$15 million in one-time California Library Literacy Services funding for English as Second Language Services. These funds were to be allocated over a five-year period. This award letter provides a combined award covering Year Four and Year Five. Your total award is **\$126,327**.

Your award for the 2024-2025 fiscal year beginning July 1, 2024, is: **\$61,618**.

Your award for the 2025-2026 fiscal year beginning July 1, 2025, is: **\$64,709**.

Year Four award funds must be spent between July 1, 2024, and June 30, 2025, and must be fully expended by June 30, 2025.

Year Five award funds must be spent between July 1, 2025, and June 30, 2026, and must be fully expended by June 30, 2026.

All funds must be spent in accordance with your approved budgets included in this award packet. Additionally, all California Library Literacy Services English as a Second Language funds must be *fully* expended by June 30, 2026, in accordance with the timeframe dictated by the California State Legislature.

Please review the [California Library Literacy Services Allowable and Unallowable Expenses](#) guidelines to ensure that program expenditures are consistent with the California Library Literacy Services allowable expenses. If you have any questions about expenses or expending your award funds, please contact Allyson Jeffredo at 916-603-6709 or [Allyson.Jeffredo@library.ca.gov](mailto:Allyson.Jeffredo@library.ca.gov).

To strengthen your program, we strongly encourage your program staff to develop and maintain community partners, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium, and participate in library literacy

Library – Courts Building  
P.O. Box 942837  
Sacramento, CA 94237-0001

916-323-9759  
[csl-adm@library.ca.gov](mailto:csl-adm@library.ca.gov)  
[www.library.ca.gov](http://www.library.ca.gov)



training opportunities offered by the regional networks and the State Library to meet the CLLS Mission, Values, and Program Essentials. Additional California Library Literacy Services resources can also be found on the California Library Literacy Services webpage.


Year Four and Year Five funding will be distributed in separate claim processes:

- The payment process for your Year Four funding begins when we receive your completed and signed budget modification form (if needed), claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance (attached). All forms should be completed and signed through DocuSign to be processed for payment.
- The claim process for Year Five funding will begin after the successful completion of the 2024-2025 CLLS Mid-Year Report. Once the report is complete, the payment process for your Year Five funding will begin when we receive your completed and signed budget modification form (if needed), claim form, and certification form. All forms should be completed and signed through DocuSign to be processed for payment.

Our library literacy staff is available to assist you throughout the year. Please contact your Advisor Beverly Schwartzberg, [Beverly.Schwartzberg@library.ca.gov](mailto:Beverly.Schwartzberg@library.ca.gov), and your Grant Monitor Allyson Jeffredo, [Allyson.Jeffredo@library.ca.gov](mailto:Allyson.Jeffredo@library.ca.gov), with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

DocuSigned by:  
  
BDA50981C41C416...

Greg Lucas  
California State Librarian

Cc: Beverly Schwartzberg, [beverly.schwartzberg@library.ca.gov](mailto:beverly.schwartzberg@library.ca.gov)  
Allyson Jeffredo, [allyson.jeffredo@library.ca.gov](mailto:allyson.jeffredo@library.ca.gov)  
State Fiscal Office, [stategrants.fiscal@library.ca.gov](mailto:stategrants.fiscal@library.ca.gov)  
Shanti Bhaskaran, [sbhaskaran@santaclaraca.gov](mailto:sbhaskaran@santaclaraca.gov)  
Mila Rianto, [mrianto@santaclaraca.gov](mailto:mrianto@santaclaraca.gov)

Enc: Re: ESL21-4-51: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

Library – Courts Building  
P.O. Box 942837  
Sacramento, CA 94237-0001

916-323-9759  
[csf-adm@library.ca.gov](mailto:csf-adm@library.ca.gov)  
[www.library.ca.gov](http://www.library.ca.gov)

*Santa Clara City Library*

## THE BASICS – YOUR GRANT AWARD

The following provides basic information about your grant and managing your grant.

Award #:	ESL21-4-51
Library:	Santa Clara City Library
<b>Total Award Amount:</b>	<b>\$126,327</b>

## APPROVED 2024-2025 ESL BUDGET

Salary and Benefits	\$61,039
Consultant Fees	\$ 0
Travel	\$ 0
Supplies & Materials	\$ 579
Equipment	\$ 0
Services	\$ 0
Subtotal	\$61,618
Indirect	\$ 0
<b>Grant Total</b>	<b>\$61,618</b>

## APPROVED 2025-2026 ESL BUDGET

Salary and Benefits	\$64,081
Consultant Fees	\$ 0
Travel	\$ 0
Supplies & Materials	\$ 628
Equipment	\$ 0
Services	\$ 0
Subtotal	\$64,709
Indirect	\$ 0
<b>Grant Total</b>	<b>\$64,709</b>

Start Date:	Upon execution
End Date:	June 30, 2026
Please understand that it can take between eight to ten weeks following the receipt of an error free claim form before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.	

## CONTACT

We want your project to be successful. Please work with the program staff listed below to implement your project:

Literacy & Grant Analyst:	Allyson Jeffredo
Phone Number:	(916) 603-6709
Email Address:	<a href="mailto:allyson.jeffredo@library.ca.gov">allyson.jeffredo@library.ca.gov</a>
Library Programs Consultant:	Beverly Schwartzberg
Phone Number:	(916) 701-6880
Email Address:	<a href="mailto:beverly.schwartzberg@library.ca.gov">beverly.schwartzberg@library.ca.gov</a>

*Santa Clara City Library*

### **CERTIFICATION**

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

**2635 Homestead Road, Santa Clara, CA 95051**

**SIGNED**

**DATE**

  
\_\_\_\_\_  
*Signature - Authorized representative*

3/14/24

Jovan Grogan, City Manager  
\_\_\_\_\_  
*Typed/Printed Name and Title of Authorized Representative*

jgrogan@santaclaraca.gov  
\_\_\_\_\_  
*Email address of authorized representative*

-----  
**APPROVED AS TO FORM:  
SANTA CLARA CITY ATTORNEY'S OFFICE**

  
\_\_\_\_\_

*Santa Clara City Library*

**PROJECT INFORMATION:**

Invoice #: ESL21-4-51

Project Title: English as a Second Language Services

Grantee: Santa Clara City Library

Funding Start Date: July 1, 2024

Term Completion: June 30, 2026

*Santa Clara City Library*

**Total Award: \$126,327**

**PAYMENT SCHEDULE:**

Libraries may claim their 2024-2025 English as a Second Language Services award upon receipt of the award letter. The 2025-2026 English as a Second Language Services award will be claimed after the successful completion of the 2024-2025 CLLS Mid-Year Report.

**Note:** Libraries have until the submission date of the 2024-2025 CLLS Final Report to fully spend their 2024-2025 English as a Second Language Services award funds beginning July 1, 2024, in which funds are awarded.

Libraries have until June 30, 2026, to fully expend all 2025-2026 English as a Second Language Services award funds beginning July 1, 2025, in which the funds are awarded.

	English as a Second Language Services Award
Initial Payment	\$61,618
Final Payment	\$64,709
<b>Total:</b>	<b>\$126,327</b>

**REPORTING:**

Libraries will be required to submit a mid-year financial and narrative report and a final report for their 2024-2025 English as a Second Language Services award funds and 2025-2026 English as a Second Language Services award funds. Reminder emails will be sent out beginning six weeks before the required report is due.

All required reporting materials will be located on the California State Library's website. The reporting schedule is detailed below.

Report	Due Date
2024-2025 CLLS Mid-Year Report	Due January 31, 2025
2024-2025 CLLS Final Report	Due September 30, 2025
2025-2026 CLLS Mid-Year Report	Due January 31, 2026
2025-2026 CLLS Final Report	Due September 30, 2026

**Note:** A budget modification form will be required for all budget changes regardless of amount. Modification forms may be submitted throughout the year but no later than May 31<sup>st</sup>.



STATE FUNDED GRANTS  
**AWARD AGREEMENT AND  
CERTIFICATE OF COMPLIANCE**





TABLE OF CONTENTS

PROJECT SUMMARY ..... 2

PROCEDURES and REQUIREMENTS ..... 3

A. Term of the Agreement..... 3

B. Scope of Work..... 3

C. Budget Detail ..... 3

D. Narrative and Financial Reports ..... 4

E. Claim Form and Payment ..... 5

EXHIBIT A: TERMS and CONDITIONS..... 7

EXHIBIT B: CERTIFICATION of COMPLIANCE FORM ..... 22

EXHIBIT C: CALIFORNIA LIBRARY LITERACY SERVICES PROGRAM GUIDELINES ..... 26

EXHIBIT D: STATE REIMBURSABLE TRAVEL EXPENSES ..... 29



## **PROJECT SUMMARY**

### **AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Santa Clara City Library for the English as a Second Language Services project.**

#### **AWARD AGREEMENT NUMBER ESL21-4-51**

This Award Agreement ("Agreement") is entered into on July 1, 2024, by and between the California State Library ("State Library") and Santa Clara City Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded English as a Second Language Services project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$126,327 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



## **PROCEDURES and REQUIREMENTS**

### **A. Term of the Agreement**

The Grant term begins on the date of execution of the Agreement by both parties, until June 30, 2026. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30, 2026, and all eligible program costs must be incurred by this date.

### **B. Scope of Work**

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the English as a Second Language Services project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
  - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
  - Make financial records available to the State Library upon request.
  - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
  - Prepare and submit required narrative and financial reports.
  - Procure equipment, and other supplies as needed for the project.
  - Issue contracts for services, personnel, and consultants as needed for the project.
  - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
  - Oversee the implementation of project activities.

### **C. Budget Detail**

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and

the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

## D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July – December 2024	2024-2025 CLLS Mid-Year Report Due	January 31, 2025
January – June 2025	2024-2025 CLLS Final Report Due	September 30, 2025
July – December 2025	2025-2026 CLLS Mid-Year Report Due	January 31, 2026
January – June 2026	2025-2026 CLLS Final Report Due	September 30, 2026

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.
6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deem necessary by the State Library to monitor compliance and/or perform program

evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

## **E. Claim Form and Payment**

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**  
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

**8. Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



## EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the English as a Second Language Services project.
  - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
  - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

*"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."*

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

*"Funding provided by the State of California."*

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
  - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
  - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until



completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

**Santa Clara City Library**  
**Patty Wong**  
**2635 Homestead Road**  
**Santa Clara, CA 95051**  
**[pwong@santacalaraca.gov](mailto:pwong@santacalaraca.gov)**  
**(408) 615-2932**

**California State Library**  
**Allyson Jeffredo**  
**900 N Street**  
**Sacramento, CA 95814**  
**[Allyson.jeffredo@library.ca.gov](mailto:Allyson.jeffredo@library.ca.gov)**  
**916-603-6709**

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its

contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, et seq.) Grantee is responsible for obtaining any necessary licenses, permissions, releases, or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
- 2) The Grantee's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation, and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Grantee's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be

made in writing and received by the California State Library at least 30 days prior to the final deadline.

12. Failure to Perform: The grant being utilized by the Grantee is to benefit the English as a Second Language Services project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
- b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
- c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
19. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
- a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.
23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in

connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute, or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$126,327 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
  - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
  - c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
  - d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
  - e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.
29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms").

Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).



- f. Payment will be made only to the Grantee.
  - g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.
- 31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
- 32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
- 33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
- 34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
- 35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
- 36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.
- 37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in

advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
- a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
  - b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
  - c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to

reimburse the Library as soon thereafter as State fiscal procedures will permit.

- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
  - o \$61,618 upon execution of the agreement and submission of claim by the grantee organization.
  - o Second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of \$64,709.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian

shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.
49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



## EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$126,327. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation, and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

**Current State Employees (Pub. Contract Code § 10410):**

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (Pub. Contract Code § 10411):**

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
11. **RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. **DRUG FREE WORKPLACE:**
  - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
  - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.



- 16. ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.




## **EXHIBIT C: CALIFORNIA LIBRARY LITERACY SERVICES PROGRAM GUIDELINES**

1. California Library Literacy Services programs shall comply with the requirements in Sections 18880-18883 of the California Education Code.
2. California Library Literacy Services programs shall train and recruit volunteers to serve as tutors. Volunteer tutors are the primary instructors for the program.
3. California Library Literacy Services programs shall seek local government and community resources and develop cooperative relations with other local literacy services providers.
4. California Library Literacy Services programs will provide a base level of local and private fiscal support to be established by the California State Library.
5. In response to an expressed and recognized need from the field for specific program requirements, the California State Library and related stakeholders created a framework and program essentials. The framework and essentials describe what constitutes an effective program:
  - a. California Library Literacy Services programs must use the Roles and Goals framework to implement and evaluate their literacy services.
  - b. California Library Literacy Services programs' staff must attend their regional Library Literacy Network Meetings.
  - c. Tutor training for volunteers should include, at a minimum, a program orientation, tutoring basics, and instruction on learner-driven services.
  - d. California Library Literacy Services programs must align with the following program essentials:
    - i. California Library Literacy Services are library based;
    - ii. California Library Literacy Services are a core library service;
    - iii. California Library Literacy Services are learner-driven;
    - iv. California Library Literacy Services are community-focused;
    - v. California Library Literacy Services are volunteer-supported;
    - vi. California Library Literacy Services staff are professionally engaged;  
and
    - vii. California Library Literacy Services support families.
6. California Library Literacy Services Family Literacy programs (if applicable) shall provide services to prevent illiteracy through coordinated literacy and preliteracy services to families. Recruitment of parents not previously included in

Santa Clara City Library  
English as a Second Language Services  
2024-2026 ESL21-4-51  
Page 27 of 30


public library literacy programs is a high priority. Family Literacy Programs are implemented and evaluated using the Family Literacy Evaluation Framework.

### Certification

ORGANIZATION	
<b>Name:</b> Santa Clara City Library	<b>Address (official and complete):</b> 2635 Homestead Road, Santa Clara, CA 95051
PROJECT COORDINATOR	
<b>Name:</b> Shanti Bhaskaran	
<b>Email:</b> sbhaskaran@santaclaraca.gov	<b>Phone:</b> 408-615-2956
GRANTTEE AUTHORIZED REPRESENTATIVE	
<b>Name:</b> Jovan Grogan	<b>Title:</b> City Manager
<b>Email:</b> jgrogan@santaclaraca.gov	<b>Phone:</b> 408-615-2211
<b>Signature:</b> 	<b>Date:</b> 3/14/24


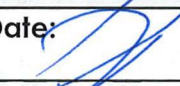
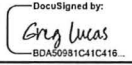
~~APPROVED AS TO FORM:  
SANTA CLARA CITY ATTORNEY'S OFFICE~~

APPROVED AS TO FORM:  
SANTA CLARA CITY ATTORNEY'S OFFICE





### Authorized Representative Signature

ORGANIZATION	
<b>Name:</b> Santa Clara City Library	<b>Address (official and complete):</b> 2635 Homestead Road, Santa Clara, CA 95051
AUTHORIZED REPRESENTATIVE	
<b>Signature:</b> 	<b>Date:</b>  3/14/24
<b>Printed Name of Person Signing:</b> Jovan Grogan	<b>Title:</b> City Manager
STATE OF CALIFORNIA	
<b>Agency Name:</b> California State Library	<b>Address:</b> 900 N Street, Sacramento, CA 95814
<b>Signature:</b> 	<b>Date:</b> 2/2/2024
<b>Printed Name of Person Signing:</b> Greg Lucas	<b>Title:</b> California State Librarian

APPROVED AS TO FORM:  
SANTA CLARA CITY ATTORNEY'S OFFICE





## EXHIBIT D: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources  
 Please Check State of California, Department of Human Resources Website for  
 updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

<b>Mileage:</b> Rate subject to change	\$0.585 per mile – approved business/travel expense
<b>Meals:</b> Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

**Meals Note:** Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

<b>Hotel:</b> Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County <b>Out of State:</b> Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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**Hotel Note:** If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

<b>AIRLINE TICKETS:</b> Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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26 January 2024

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman  
California State Library  
900 N Street  
Sacramento, CA 95814

**CALIFORNIA  
STATE LIBRARY****California Library Literacy and English Acquisition Services  
FINANCIAL CLAIM  
1st PAYMENT**

**Grant Award #:** ESL21-4-51 **Date:** 4/8/2024  
**Invoice #:** ESL21-4-51-01 **PO #:** 7153  
**Payee Name:** Santa Clara Public Library  
(Legal name of authorized agency to receive, disburse and account for funds\*)  
**Complete Address:** 2635 Homestead Rd, Santa Clara, CA, 95051  
Street Address, City, State, Zip Code (Warrant will be mailed to this address)  
**Amount Claimed:** \$61,618 **Type of Payment:**  
(Payable Upon Execution of Agreement) ☒ PROGRESS  
**Grantee Name:** Santa Clara City Library ☐ FINAL  
(Name on Award Letter and Agreement) ☐ IN FULL  
**Project Title:** English as a Second Language ☐ AUGMENT  
**For Period From:** upon execution to end of grant period

**CERTIFICATION**

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the Authorized Representative)

Jovan Grogan

(Print Name)

City Manager

(Title)

\*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at [stategrants.fiscal@library.ca.gov](mailto:stategrants.fiscal@library.ca.gov).

**State of California, State Library Fiscal Office**

ENY: 2021  
PURCHASING AUTHORITY NUMBER: CSL-6120  
COA: 5432000  
FAIN: LS or N/A

ITEM NO: 6120-2131-0001, Chapter 240, Statutes of 2021  
REPORTING STRUCTURE: 61202000  
PROGRAM #: 5312

By

DocuSigned by:

Yesenia Udarbe

77928E5969EF401...

Date 4/8/2024

(State Library Representative)

**APPROVED AS TO FORM:  
SANTA CLARA CITY ATTORNEY'S OFFICE**



**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST**☐ **CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

**Social Security Number (SSN) or Individual Tax Identification Number (ITIN)**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**OR****Federal Employer Identification Number (FEIN)**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Section 4 – Payee Residency Status** (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**APPROVED AS TO FORM:****SANTA CLARA CITY ATTORNEY'S OFFICE****Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct.****Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE**

Jovan Grogan

**TITLE**

City Manager

**E-MAIL ADDRESS**

jgrogan@santaclaraca.gov

**SIGNATURE****DATE**

3/14/24

**TELEPHONE** (include area code)

408-615-2211

**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**



**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)  
STD 204 (Rev. 03/2021)

**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

**NOTE:** Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

**Section 1 – Payee Information**

**Name** – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

**Business Name** – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

**Mailing Address** – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

**Section 2 – Entity Type**

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

**Section 3 – Tax Identification Number**

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

**Section 4 – Payee Residency Status**

**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: [wscs.gen@ftb.ca.gov](mailto:wscs.gen@ftb.ca.gov)

For hearing impaired with TDD, call: 1-800-822-6268

Website: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**Section 5 – Certification**

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

**Section 6 – Paying State Agency**

This section must be completed by the state agency/department requesting the STD 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



## Agenda Report

24-443

Agenda Date: 5/6/2024

### REPORT TO BOARD OF LIBRARY TRUSTEES

#### **SUBJECT**

Discussion and Possible Action on Santa Clara City Library Draft Strategic Plan

#### **COUNCIL PILLAR**

Enhance Community Engagement and Transparency

#### **BACKGROUND**

Since February 2023, the Santa Clara City Library has been working with consultants Fast Forward Libraries to develop a strategic plan for the Library. This work has included Board and Staff Kick-Off Sessions encompassing Environmental Scans and SOAR Analyses (Strengths, Opportunities, Aspirations, and Results); a Community Survey which collected 1,543 responses in five languages; Community Mapping activities involving interviews and focus groups; production of a Learning Report of data collected; Staff and Board retreat sessions; and a Staff Objective Setting Workshop.

At the April 1, 2024 regular meeting of the Board of Library Trustees, the Board engaged in discussion with Amanda Standerfer of Fast Forward Libraries, the consultants working with the Library to develop a Strategic Plan. The Board drafted language for the Vision and Mission statements for the draft Strategic Plan.

On April 23, 2024, Library leadership, in coordination with Fast Forward Libraries, held a Strategic Plan Implementation Meeting, during which the team reviewed the process of selecting and developing specific, actionable Objectives and Activities in support of Strategic Plan goals. As part of the next steps, the Library will utilize Implementation Plan materials, the local data collected in the Learning Report phase of the Strategic Plan process, and the ideas and recommendations generated during the Staff retreat, to develop an implementation plan. This plan will include SMART(specific, measurable, achievable, realistic, and time-bound) objectives and activities and evaluation to support the higher-level draft Strategic Plan.

#### **DISCUSSION**

At the May 6, 2024 regular Board of Library Trustees meeting, Fast Forward Libraries will review with the Board the finalized Vision and Mission statements for the draft Strategic Plan. Library staff and Fast Forward Libraries will share information and updates with the Board on progress on the draft Strategic Plan and takeaways from the April 23, 2024 Staff Strategic Plan Implementation Meeting.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably

foreseeable indirect physical change in the environment.

**FISCAL IMPACT**

There is no fiscal impact other than staff time.

**COORDINATION**

The draft Strategic Plan is being developed in coordination with Library Staff, the Board of Library Trustees, and consultants Fast Forward Libraries.

**PUBLIC CONTACT**

Public contact was made by posting the Board agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

Review and discuss the vision and mission statements and project updates on the Santa Clara City Library Draft Strategic Plan.

Reviewed by: Sami James, Management Analyst

Approved by: Patty Wong, City Librarian

**ATTACHMENTS**

1. Draft Santa Clara City Library Strategic Plan



*Santa Clara*  
**CITY LIBRARY**

STRATEGIC PLAN 2024-2026

# Table of Contents

From the City Librarian..... 3

Introduction..... 4

Timeline..... 5

Mission & Vision..... 6

Strategic Directions & Goals..... 8

Ten Year Vision..... 16

Next Steps..... 17

# Message from the City Librarian

Patty's message



# Introduction

Santa Clara City Library (SCCL) is a vital resource for the community. Its dedicated staff, engaged patrons, and vibrant services create a welcoming and inclusive community space. To align its resources with the emerging priorities of the community, the library has undertaken a comprehensive strategic planning process incorporating feedback from community members and stakeholders, as well as the Board of Library Trustees and staff.

Implementing a new strategic plan allows the library to focus on:

- expanding community connections,
- evolving services to meet community hopes and needs, and
- cultivating a strong internal organization that benefits staff and overall service to the community.

The library's strategic planning process began in early 2023. Fast Forward Libraries LLC was engaged to facilitate the planning process in three phases: *Learn, Dream, Do*. The Learn phase was community-focused with the collection of data through a community survey, stakeholder interviews, and focus groups. In the Dream phase, library staff and Trustees reviewed data gathered in the previous phase and workshopped ideas on how to better achieve the library's mission and improve service. In the Do phase, an implementation process was developed to guide library priorities and activities for the next three years, with direct and active input from the community.



# Process Timeline

## **JANUARY TO JUNE 2023**

Board and Staff Kick-off Sessions  
Board and Staff Survey

## **JULY TO DECEMBER 2023**

Community Survey  
Focus Groups and Interviews  
Learning Report  
Board and Staff Retreats

## **JANUARY TO APRIL 2024**

Plan Development and Review  
Present to Board  
Transition to Implementation







# Vision

Discover what's possible

# Mission

Enhance lives and strengthen our diverse communities by providing the best in information, cultural and technical enrichment, a wide range of programs and services, and opportunities to achieve dreams.



# Strategic Directions

The following strategic directions were selected to help define the library's goals and activities in the coming years. These priorities build upon and support one another to achieve the library's vision and mission in service to the community:

1. **Communicate & Connect:** Raise awareness and engagement
2. **Evolve & Adapt:** Expand reach to new and underserved community members
3. **Respond:** Improve services to our diverse community
4. **Develop & Deliver:** Professional and cultural development of all library staff and volunteers





# Communicate & Connect:

## *Raise awareness and engagement*

### GOAL

Expand community awareness of programs, resources, and social opportunities.

## Intended Impact

- Comprehensive and effective outreach and marketing program to create and sustain community relationships
- Community is more aware of library resources
- More partnerships and connections with community groups
- Community voices can be better heard and responded to by the library
- Expand the reach of Bookmobile and Read Santa Clara to increase access of library resources and services



# Communicate & Connect:

## *Raise awareness and engagement*

Santa Clara City Library serves a population **where over 54% speak a language other than English**, primarily Spanish and Asian languages. The Library will foster a sense of belonging by increasing engagement with our diverse community.

The library will **tailor services, programs and collections** to better reflect local interest and our changing demographics.

The library better **serves the community as a vital hub of knowledge, equal access, and social engagement**, contributing to the overall well-being and development of the community.

## Objectives/Activities

- Increase visibility and awareness through partnerships with local businesses, schools, faith-based communities, the medical field, community non-profits, and technology companies.
- Prioritize communications in different languages and with a variety of print, online and other media to reach a broader base of underserved users.
- Regularly engage community to determine priorities and interests.
- Share success stories of how the library has impacted lives.
- Invest in a comprehensive communications plan and process.

” ”

“[The library needs] sufficient staff to open the library for more hours; it's a great building and a fine collection, but what's the point if it's never open when I can use it.”

- Community Survey Respondent

**Evolve & Adapt:**  
*Expand reach to new  
and underserved  
community members*

## GOAL

Ensure the library is a center for learning, growing, and connecting to resources, beyond the book, that reflects the diversity of our community and our changing times.

## Intended Impact

- Community members feel their cultures and interests are reflected in library services
- The library becomes a reliable and trusted space for access, understanding and opportunity



## Evolve & Adapt: *Expand reach to new and underserved community members*

Use technology to **support access and empower residents**

The library will **better respond to the community's diverse needs**, whether it be through offering new services, expanding digital resources, or implementing community-driven programs.

The library serves as a public community center for learning, literacy, and cultural expression. **Developed in partnership with local organizations**, the library offers inclusive, diverse and equitable programs, services and outreach.

## Objectives/Activities

- Promote and develop a wide variety of inclusive services beyond the book
- Adapt collections and spaces to better meet cultural and collaborative uses
- Expand volunteer opportunities
- Consider addition of social work services

9966

**The library continues to grow and develop active collections in Chinese, Spanish, Japanese, Korean, Vietnamese, Russian, Hindi, Turkish, French, Arabic, Persian, and German.**



# Respond:

## *Improve services to our diverse community*

### GOAL

Ensure responsive and forward focused, community-driven programming and services for our public.

## Intended Impact

- The library is a welcoming place that celebrates our community's diverse languages and cultures
- The library provides collections, programs and services in the languages most needed by the local community.



## Respond:

### *Improve services to our diverse community*

The library provides diverse materials - including books, music, movies, video games, electronic resources, tools, and seeds - **that match the diverse interests and learning styles of the community.**

**Partnerships with community based organizations** provide ways for the public to share and celebrate culture and language.

By embracing diversity and responding to community needs, the library becomes a **vibrant and dynamic space** that reflects and celebrates the unique identities and contributions of all individuals within the community.

## Objectives/Activities

- Actively seek feedback from community, staff, and Board to better support diverse needs, remove barriers, and create equitable services
- Celebrate and encourage staff creativity in their efforts to plan, promote, and present inclusive and innovative programs and activities
- Provide multi-lingual resources, spaces, and opportunities for community members to meet and learn together
- Community engagement through Board of Library Trustees and Foundation and Friends Leadership

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**Focus group and interview participants shared their aspirations for the library to host diverse cultural events, function as a cultural hub in the community, and expand facilities to support population growth and accessibility.**



# Develop & Deliver: *Professional and cultural development of all library staff and volunteers*

## GOAL

Empower and support staff and volunteers to build a positive and effective culture of collaborative service.

## Intended Impact

- Increase staff and volunteers' proficiencies in providing library services
- Foster a collaborative culture of organizational wellbeing and workplace satisfaction
- Increase community satisfaction with library services



## Develop & Deliver: *Professional and cultural development of all library staff and volunteers*

Build well-trained and motivated staff to **better meet the needs of our diverse community** and provide positive interactions that enhance the overall library experience.

The library invests in our staff through **professional development and continuing education opportunities**. New skills will help to develop innovative and library services

## Objectives/Activities

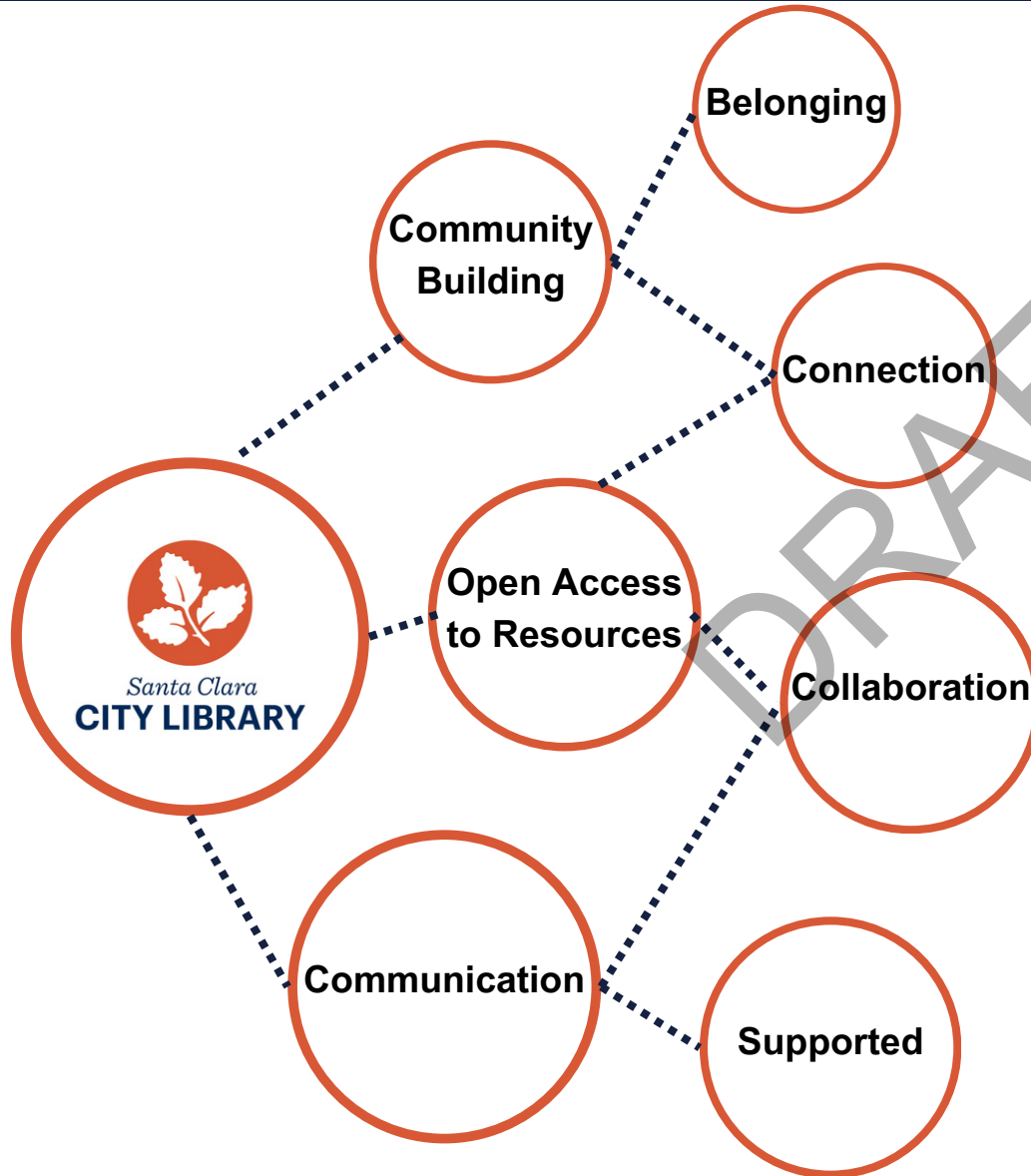
- Offer opportunities for staff team building and encourage connections between departments
- Cross mentoring and cross training throughout the system to ensure sustainable service
- Active recruitment of staff and volunteers with diverse skills to better serve the ongoing needs of the community
- Ongoing analysis of staffing levels to optimize library service
- Provide continuing formal and informal training and learning opportunities
- Collaborate with City HR to create formal staff and volunteers recognition programs

9966

**In the Board & Staff survey, library staff:**

- **Asked for more cross-training and overall staffing, and**
- **Provided suggestions for operational & strategic updates**

# Ten Year Vision



The library strives to be a change agent in our community. This means strategically investing our resources over the next ten years where we know we can make a difference. We will drive the change we want to see - a more connected, collaborative, supported community where all people feel like they belong. We will actively build the future we want by listening and responding to our community members, providing the resources and information they need, and communicating about all we offer and the ways we can add value. As partners, the library and the community will work together to provide service where everyone is welcome and every door is open to all.

# Next Steps

## IMPLEMENTATION AND EVALUATION

The next step is for the Santa Clara City Library Board of Trustees to review this plan and recommend that it be adopted by the City Council. Then, library staff members will develop annual activity plans to guide implementation. Implementation is a continual process. The timing of certain activities will be determined by priority and influenced by a variety of factors, such as funding and other resource allocation. Review and adjustment of the activity plan will occur regularly.

A complete evaluation framework will be developed once the activity plans are finalized. Evaluation of the plan will be ongoing once plan implementation is underway. The plan's status and implementation will be reported on a regular basis to the Board, City Council, and the Santa Clara City community.



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