



City of Santa Clara

Call to Notice of Special Meeting

Board of Library Trustees

Monday, November 4, 2024

6:00 PM

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

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair calls for a Special Meeting of the Board of Library Trustees to commence and convene on November 4, 2024 at 6:00 PM for a Special Meeting held in a hybrid manner to consider the following matter(s) and to potentially take action with respect to them.

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 24-1037** [Action to Recommend that the City Council Accept the FY 2024/25 California Library Literacy Services \(CLLS\) Adult and Family Literacy Grant Award for the Read Santa Clara Program and Approve the Related Budget Amendment](#)

Recommendation: That the Board of Library Trustees recommend that the City Council Accept the FY 2024/2025 California Library Literacy Services (CLLS) Grant Award in the Amount of \$111,897 for Read Santa Clara, the Library's Adult and Family Literacy Program and the Related Budget Amendment as described in this Report.

- 1.B 24-1097** [Action on the Board of Library Trustees Meeting Minutes of October 7, 2024](#)

Recommendation: Approve the Board of Library Trustees Meeting Minutes of October 7, 2024

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

- 24-1060** [Discussion on the Library Facilities Master Plan](#)

Recommendation: Discuss progress on the Library Facilities Master Plan and provide input to support plan development.

- 2 24-849 [Action on Revised Collection Development Policy, Community Room Use Agreements, Audiovisual and Camera Equipment Use Policy, and Policy Governing the Use of Library Grounds](#)

Recommendation:

1. Review and approve:
 - a. the draft Santa Clara City Library Collection Development Policy (Attachment 1); and
 - b. the draft Santa Clara City Library Community Room Use Agreements (Attachment 3-6).
2. Review and provide input on:
 - a. the draft Santa Clara Audiovisual and Camera Equipment Use Policy (Attachment 8); and
 - b. the draft Santa Clara City Library Policy Governing the use of Library Grounds (Attachment 10).

STAFF REPORT

TRUSTEES REPORT

ADJOURNMENT

The Board of Library Trustees Special Meeting is adjourned to December 2, 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."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



Agenda Report

24-1037

Agenda Date: 11/4/2024

REPORT TO BOARD OF LIBRARY TRUSTEES

SUBJECT

Action to Recommend that the City Council Accept the FY 2024/25 California Library Literacy Services (CLLS) Adult and Family Literacy Grant Award for the Read Santa Clara Program and Approve the Related Budget Amendment

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The California State Library, California Library Literacy Services (CLLS) provides a package of annually funded grants for ongoing operations of the library's Adult and Family Literacy Services. The Santa Clara City Library Department's Read Santa Clara program qualifies for these grants.

In FY 2023-2024, Read Santa Clara received \$111,012 from CLLS for Adult and Family Literacy Services. This funding allowed the Library to achieve the following outcomes:

- 3,814 hours of literacy instruction to 92 adult learners
- 52 volunteers activated to provide services to adult learners
- 78% of adult learners meeting a literacy goal they had set, including:
 - 84% reading a book
 - 78% sharing a book with a family member
 - 55% filling out forms
 - 50% learning a new technology
 - 33% getting a job

For FY 2024-2025, the award has been increased by \$885, for a new total of \$111,897.

DISCUSSION

The total amount of \$111,897 for Fiscal Year 2024/2025 includes two components: \$72,068 for Adult Literacy Services and \$39,829 for Family Literacy Services.

The grant funds will be used to help offset costs for part-time as-needed positions including a Family Literacy Coordinator, a Literacy Technology Assistant and instructional resources including books, workbooks and supplies for the Adult and Family Literacy Services. Literacy services will continue to be offered for adult learners and their families online and in-person. In-person literacy services will be held at the Library and at family literacy outreach events in State preschool classes, as well as four

school sites: Scott Lane, Montague, Briarwood and Hughes Elementary schools.

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 CLLS grant requires that the grant awards be deposited in the City's accounting system and expended by September 30, 2025. 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 grant awards will be brought forward to the Council for final approval and appropriation. These grant funds will help offset operational costs of Read Santa Clara's Adult and Family Literacy Services. Staff will recommend to the City Council an increase in the Other Agencies Revenue estimate and establish grant appropriations for the acceptance of the \$111,897 for Adult and Family Literacy award in the Library Operation Grant Trust Fund, as follows:

Budget Amendment FY 2024/2025

Library Operating Grant Trust Fund	Current	Increase/ (Decrease)	Revised
<u>Revenue</u> Other Agencies Revenue	\$0	\$111,897	\$111,897
<u>Expenditures</u> Adult & Family Literacy Program 24-25	\$0	\$111,897	\$111,897

COORDINATION

This report has been coordinated with the Finance Department.

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> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

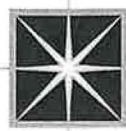
That the Board of Library Trustees recommend that the City Council Accept the FY 2024/2025 California Library Literacy Services (CLLS) Grant Award in the Amount of \$111,897 for Read Santa Clara, the Library's Adult and Family Literacy Program and the Related Budget Amendment as described in this Report.

Reviewed by: Sami James, Management Analyst

Approved by: Patty Wong, City Librarian

ATTACHMENTS

1. CLLS Adult and Family Literacy 24-25 Award



CALIFORNIA STATE LIBRARY

4 October 2024

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

Subject: Correction to California Library Literacy Services 2024-2025 Grant Award Documents; Award #CLLS24-80

Dear Ms. Wong:

In your library's signed and completed grant award documents, we have identified one error on our part.

On page 1, the following date to fully expend 2024-2025 California Library Literacy Services encumbered award funds is incorrect, "You must fully expend funds by September 30, 2024, in accordance with your approved budget on file with the State Library."

The correct date to fully expend encumbered California Library Literacy Services 2024-2025 award funds is September 30, **2025**. This date is correct on the rest of the completed grant award documents.

No further action is required on your part. Please keep a copy of this notification for your records. Your grant monitor, Allyson Jeffredo, is available to assist you by email, allyson.jeffredo@library.ca.gov, or phone, 916-603-6709.

Sincerely,

Annly Roman

Annly Roman
Grants & Bureau Operations Manager

cc: Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
Patty Wong, pwong@santaclaraca.gov
Shanti Bhaskaran, sbhaskaran@santaclaraca.gov

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

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



August 22, 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 California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

The state budget continues to provide \$7.32 million in California Library Literacy Services funding for Adult Literacy Services and Family Literacy Services.

Your total award amount for the 2024-2025 fiscal year beginning July 1, 2024, is:

- Adult Literacy and Family Literacy Services: \$111,897
- **Total Award: \$111,897**

CLLS programs with Family Literacy Services will receive one award total, referred to as a "block grant," for the 2024-2025 program period. Your library is responsible for allocating award funds between Adult Literacy Services and Family Literacy Services to respond to community needs and for adhering to the following requirements:

- **At least 51 percent** of the block grant award must be allocated to Adult Literacy Services.
- **At least 26 percent** of the block grant award must be allocated to Family Literacy Services.
- Programs who requested a fixed award for Family Literacy Services may adjust their request by +/- 25 percent. Contact your state team for support.

The block grant model does not apply to English as a Second Language Services funds for the 2024-2025 and 2025-2026 program periods.

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your total award:

- **Total Initial Award Amount: \$100,707**

Information about claiming the rest of your award is included in the payment schedule at the end of your award packet.

You must encumber your funds by June 30, 2025. You must fully expend funds by September 30, 2024, in accordance with your approved budget on file with the State Library.

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

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



Encumbered funds are those that have been deposited in the grantee's accounting system and for which a budget has been provided to and approved by the State Library.

Review the California Library Literacy Services Allowable and Unallowable Expenses guidelines to ensure program expenditures are consistent with the California Library Literacy Services allowable expenses. If you have questions about expenses or expending award funds, contact Allyson Jeffredo at CLLS@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the California Library Literacy Services Mission, Values, and Program Essentials. Additional California Library Literacy Services resources can be found on the California Library Literacy Services website.

The payment process begins when we receive your completed and signed claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance included in this packet. All forms should be completed and signed through DocuSign to be processed for payment.

Our library literacy staff are available to assist you throughout the year. Contact your Advisor Beverly Schwartzberg and your Grant Monitor Allyson Jeffredo at CLLS@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,

Signed by:

BDA50981C41C416...
Greg Lucas
California State Librarian

9/5/2024

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

Enc: Re: CLLS24-80: 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

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csf-adm@library.ca.gov
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 #:	CLLS24-80
Library:	Santa Clara City Library
Total Award Amount:	\$111,897

APPROVED ALS BUDGET

Salary, Wages, and Benefits	\$43,811
Consultant Fees	\$ 0
Travel	\$ 150
Supplies & Materials	\$10,349
Equipment (\$5,000 or more per unit)	\$ 0
Services	\$15,758
Subtotal	\$70,068
Indirect	\$2,000
Grant Total	\$72,068

APPROVED FLS BUDGET

Salary, Wages, and Benefits	\$28,003
Consultant Fees	\$ 0
Travel	\$ 0
Supplies & Materials	\$11,826
Equipment (\$5,000 or more per unit)	\$ 0
Services	\$ 0
Subtotal	\$39,829
Indirect	\$ 0
Grant Total	\$39,829

Start Date:	Upon execution
End Date:	June 30, 2025
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 Analyst:	Allyson Jeffredo
Phone Number:	(916) 603-6709
Email Address:	allyson.jeffredo@library.ca.gov
Library Programs Consultant:	Beverly Schwartzberg
Phone Number:	(916) 701-6880
Email Address:	beverly.schwartzberg@library.ca.gov

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 California Library Literacy Services application and in Sections 18880-18883 of the California Education Code.

2635 Homestead Road, Santa Clara, CA 95051

SIGNED

DATE



Signature - Authorized representative

10/17/24

 Jovan D. Grogan, City Manager, City of Santa Clara

Typed/Printed Name and Title of Authorized Representative

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

jgrogan@santaclaraca.gov

Email address of authorized representative

Santa Clara City Library

PROJECT INFORMATION:

Invoice #: CLLS24-80

Project Title: California Library Literacy Services

Grantee: Santa Clara City Library

Funding Start Date: Upon execution

Term Completion: June 30, 2025

In Process

Santa Clara City Library

Total Award: \$111,897

PAYMENT SCHEDULE:

Libraries receive 90% of their total award amount upon receipt of the award letter.

Libraries receive the final 10% payment of their total award after successful completion of the California Library Literacy Services Mid-Year Report form.

NOTE: Libraries have 15 months to spend their California Library Literacy Services award funds, from July 1, 2024, in which the funds are awarded until September 30 of the following year.

	Total award
Initial Payment (90% of total award)	\$100,707
Final Payment (10% of total award)	\$11,190
Total:	\$111,897

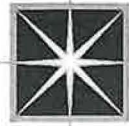
REPORTING:

Libraries are required to submit a mid-year financial and narrative report and a final report. 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 [Manage Your Current Grant](#) website. The reporting schedule is detailed below.

Mid-Year Report	Due January 31, 2025
Final Report	Due September 30, 2025

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.



CALIFORNIA
STATE LIBRARY

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



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Santa Clara City Library for the California Library Literacy Services project.

AWARD AGREEMENT NUMBER CLLS24-80

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 California Library Literacy 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 \$111,897 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 July 1, 2024, and ends June 30, 2025. The project's final expenditure date is September 30, 2025. 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, 2025, 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 California Library Literacy 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 1 - December 31	Mid-Year Report Due	January 31, 2025
July 1 - June 30	Final Report Due	September 30, 2025

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.

In Process



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 current Web Content Accessibility Guidelines, 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 California Library Literacy 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

[California State Library]
Allyson Jeffredo
[900 N Street
[Sacramento, CA 95814]
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 California Library Literacy 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 used 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 \$111,897 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 \$100,707 upon execution of the agreement and submission of claim by the grantee organization.
 - o A second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of \$11,190.

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 \$111,897. 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 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 values:
 - i. California Library Literacy Services is library based;
 - ii. California Library Literacy Services is a core library service;
 - iii. California Library Literacy Services is learner-driven;
 - iv. California Library Literacy Services is community-focused;
 - v. California Library Literacy Services is volunteer-supported;
 - vi. California Library Literacy Services staff is professionally engaged; and
 - vii. California Library Literacy Services supports 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 public library literacy programs is a high priority. Family Literacy programs are implemented and evaluated using the Family Literacy Evaluation Framework.

Certification

ORGANIZATION	
Name: Santa Clara City Library	Address (official and complete): 2635 Homestead Road, Santa Clara, CA 95051
PROJECT COORDINATOR	
Name: Shanti Bhaskaran	
Email: sbhaskaran@santaclaraca.gov	Phone: (408) 615-2956
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Jovan D. Grogan	Title: City Manager, City of Santa Clara
Email: jgrogan@santaclaraca.gov	Phone: (408) 615-2210
Signature: 	Date: 10/17/24

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





Authorized Representative Signature

ORGANIZATION	
Name: Santa Clara City Library	Address (official and complete): 2635 Homestead Road, Santa Clara, CA 95051
AUTHORIZED REPRESENTATIVE	
Signature: 	Date: 10/17/24
Printed Name of Person Signing: Jovan D. Grogan	Title: City Manager, City of Santa Clara
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature: 	Date: 9/5/2024
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian

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





20 August 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

CA LIBRARY LITERACY AND ENGLISH ACQUISITION SERVICES FINANCIAL CLAIM 1st PAYMENT

Grant Award #: CLLS24-80 **Date:**

Invoice #: CLLS24-80-01 **PO #:** 7647

Payee Name: Santa Clara Public Library
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:

Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: \$100,707 **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: California Library Literacy Services ☐ 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.

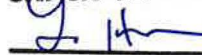
By


(Signature of the Authorized Representative)

Jovan D. Grogan

(Print Name)

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



City Manager, City of Santa Clara

(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.

State of California, State Library Fiscal Office

ENY: 2024
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-213-0001, Chapter 22, Statutes of 2024
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By

Date

(State Library Representative)

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)**APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE**
**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.**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 D. Grogan**TITLE**
City Manager**E-MAIL ADDRESS****SIGNATURE**
**DATE****TELEPHONE** (include area code)**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

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

Website: 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

24-1097

Agenda Date: 11/4/2024

REPORT TO BOARD OF LIBRARY TRUSTEES

SUBJECT

Action on the Board of Library Trustees Meeting Minutes of October 7, 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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the Board of Library Trustees Meeting Minutes of October 7, 2024

Reviewed by: Sami James, Management Analyst

Approved by: Patty Wong, City Librarian

ATTACHMENTS

1. Board of Library Trustees Minutes - October 7, 2024 Minutes - Draft



City of Santa Clara

Meeting Minutes

Board of Library Trustees

10/07/2024

6:00 PM

Northside Branch Library
Program Room/Hybrid Meeting
695 Moreland Way
Santa Clara, CA 95054

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

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 AB2449 due to illness.

A motion was made by Trustee Huynh, seconded by Vice-Chair Ricossa, to approve Trustee Tryforos attending remotely.

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

Absent: 1 - Trustee Mohammed

CONSENT CALENDAR

- 1 [24-959](#) Action on the Board of Library Trustees Meeting Minutes of September 16, 2024

Recommendation: Approve the Board of Library Trustees Meeting Minutes of September 16, 2024

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

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

Absent: 1 - Trustee Mohammed

PUBLIC PRESENTATIONS

JoAnn Davis, Executive Director of the **Santa Clara City Library Foundation and Friends**, reminded the **Board** of the upcoming Comic Con event scheduled for October 12, 2024, with the **Foundation and Friends** holding a book sale on the back patio and holding a raffle. Other upcoming book sales were announced on Friday, October 18, 2024 from 3:30-5:30 PM, and Saturday, October 19, 2024 from 10 AM to 2:30 PM. It was reported that the most recent book sale was very successful, raising over \$2,600 due to a donation of 82 boxes of graphic novels.

GENERAL BUSINESS

[24-961](#)

Informational Report on Library Services and Tour of the Northside Branch Library

Recommendation: Note and file informational report and conduct tour of the Northside Branch Library.

Trustee Mohammed arrived at 6:28 PM.

Patricia Zeider, Program Coordinator of the Northside Branch Library, gave an informational presentation to the **Board**. The presentation included demographic information about the area served by the Northside Branch Library, changes in the community since COVID, and data on circulation, patron use, programs and the history of the branch. An update was provided on the recent 10th anniversary celebration of the branch, and information was shared about the neighborhoods and community that make Northside Branch Library unique in the Santa Clara City Library system. The **Board** discussed concerns about building repairs needed. Discussion was held on outreach efforts and future possible strategies. **Patricia Zeider** then took the **Board** on a brief tour of the branch.

DRAFT

[24-960](#)

Review and Discuss Progress on the Santa Clara City Library Strategic Plan and Library Facilities Master Plan

Recommendation: Review and Discuss Progress on the Santa Clara City Library Draft Strategic Plan and Facilities Master Plan

Patty Wong, City Librarian informed the **Board** that staff continue to work to finalize activities for the Strategic Plan, and shared some examples of the activities that staff have prioritized. A draft redesign of the layout was shared for the **Board's** feedback. **Patty Wong** shared that the **City Manager's Office** has been coordinating with staff, and are considering bringing the Strategic Plan and the Library Facilities Master Plan to Council together as a package. This coordination and review may cause delays in individual components of these efforts but are anticipated to result in a stronger overall outcome and more effective planning documents. Initial drafts for the Library Facilities Master Plan documentation were now anticipated to be provided in December 2024 or January 2025, with possible review by the **Board** in February 2025.

Library Facilities Master Plan staff engagement activities scheduled for October 11, 2024 were reviewed, as well as community engagement planning to occur during Comic Con on October 12, 2024. The **Board** were invited to attend Comic Con, and **Trustee Tryforos** made plans to volunteer. Discussion was held on hours and logistics related to Comic Con, as well as on coordination needed for the Library to serve as a voting center for the upcoming general election.

STAFF REPORT

TRUSTEES REPORT

Trustee Huynh reported that he attended the Santa Clara United Against Hate program held at the Library. He reported that turnout was low, but the program attendees, film presented and discussion afterwards made for an enjoyable program.

ADJOURNMENT

The meeting was adjourned at 7:56 PM.

The regular Board of Library Trustees November Meeting will be cancelled, with a Board of Library Trustees Special Meeting to be called on November 4, 2024 at 6:00 PM, to be held in the Board Room at Central Park Library.

A motion was made by Trustee Huynh, seconded by Trustee Mohammed to adjourn the meeting.

Aye: 5 - Chair Evans, Trustee Huynh, Trustee Mohammed, Vice-Chair Ricossa, and Trustee Tryforos

The regular Board of Library Trustees November Meeting will be cancelled, with a Board of Library Trustees Special Meeting to be called on November 4, 2024 at 6:00 PM, to be held in the Board Room at Central Park Library.

DRAFT

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."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



Agenda Report

24-1060

Agenda Date: 11/4/2024

REPORT TO BOARD OF LIBRARY TRUSTEES

SUBJECT

Discussion on the Library Facilities Master Plan

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The Santa Clara City Library is engaged in developing a Library Facilities Master Plan. Informed by data collection, coordination with other city departments, and community and staff engagement, the plan will provide informative documentation to support maintenance and upkeep of Library facilities, recommendations for optimal space utilization, and a nexus analysis to correlate long-term facility and service needs with population growth and development in the City's General Plan. The output of this planning will be a forward-thinking, 20-year Facilities Master Plan providing guidelines and recommendations to coordinate the growth and maintenance of Library facilities and services with the City's long-term planning and service goals.

The Library Facilities Master Plan began in August of 2024, following a Request for Proposal (RFP) and the selection of consultants Meyer, Scherer & Rockcastle, LTD (MSR). Beginning steps included information and data gathering related to the Library's services, facilities, and equipment.

In September 2024, the first site visit by MSR occurred, which included facility tours, staff engagements, and community engagement at all the Library branches as well as at Art & Wine Festival.

In October 2024, the second site visit by MSR occurred, which included staff engagement to review building and workspace design impacts on operations and collect information and feedback. The visit also included community engagement at the Library's Comic Con event. Engagements with internal and external stakeholders are in progress to gather further community input, including the Youth Advisory Commission, the Planning Commission, the Development Cabinet, and the Senior Advisory Commission.

DISCUSSION

MSR will provide a brief presentation on the scope of work for the Library Facilities Master Plan, accomplishments to date, and anticipated future milestones. The presentation will be followed by discussion and Board engagement questions to gather the Board's input, to further inform analysis and planning efforts.

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.

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>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Discuss progress on the Library Facilities Master Plan and provide input to support plan development.

Reviewed by: Sami James, Management Analyst

Approved by: Patty Wong, City Librarian



Agenda Report

24-849

Agenda Date: 11/4/2024

REPORT TO BOARD OF LIBRARY TRUSTEES

SUBJECT

Action on Revised Collection Development Policy, Community Room Use Agreements, Audiovisual and Camera Equipment Use Policy, and Policy Governing the Use of Library Grounds

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

In coordination with the City Attorney's Office, the Library has conducted a review of Library policies and identified those which would benefit from updates to better reflect contemporary service standards, improve transparency, and better meet community needs. Review and revision of four policies have been completed, informed by professional best practices and coordinated with the City Attorney's Office for compliance with legal principles such as the First Amendment. The reviewed and revised policies include:

1. Santa Clara City Library Collection Development Policy
2. Santa Clara City Library Community Room Use Agreements
 - a. Margie Edinger Community Room Use Agreement
 - b. Redwood Community Room Use Agreement
 - c. Mission Community Room Use Agreement
 - d. Northside Community Room Use Agreement
3. Santa Clara Library Audiovisual and Camera Equipment Use Policy
4. Santa Clara City Library Policy Governing the Use of Library Grounds

DISCUSSION

Policy Revision Highlights

Collection Development Policy

The Santa Clara City Library Collection Development Policy was last updated in 2022. The proposed revision includes the following changes:

- Improved clarity around the request for reconsideration of library materials process for challenged books, clarifying the process, including appeals, and providing greater overall process transparency.
- More information about the deselection process, commonly called "weeding," in which outdated or heavily worn materials are removed to make room for more current sources or newer versions of materials while maintaining overall collection balance. This improves

transparency for the public of the methods used by librarians for maintaining the library collection.

The Board will review and approve the draft Collection Development Policy (Attachment 1).

Community Room Use Agreements

The Santa Clara City Library Community Room Use Agreement drafts are four documents customized to the capacity and layout of the four large community rooms available at the library: the Margie Edinger Community Room and Redwood Community Room at Central Park Library, the Community Room at Mission Branch Library, and the Community Room at Northside Branch Library. The proposed revision includes the following changes:

- Improved description about capacity and room layout options, including illustrations showing different room set-ups.
- Revision of terms and conditions to better match city standard language.

The Board will review and approve the Community Room Use Agreements (Attachments 3-6).

Audiovisual and Camera Equipment Use Policy

The Santa Clara City Library Audiovisual and Camera Equipment Use Policy was last revised and approved in 2011. There have been significant changes to the prevalence and use of audiovisual and camera use, particularly with cellphone functionality, in the thirteen years since this policy was last revised. The proposed revision includes the following changes:

- The current policy requires anyone using audiovisual equipment or cameras including cell phone cameras to obtain prior written permission from the City Librarian. The policy was written in a context when casual filming was less widespread. Given the widespread use of cameras today, the current policy presents enforceability challenges.
- Under the proposed revised policy casual and journalistic filming will be permitted in public areas of the library without prior permission of library staff while commercial or professional media will be required to obtain prior permission. The revised policy requires commercial and professional photographers to obtain prior permission because such photography may require the use of larger equipment or could disrupt library operations.
- The revised policy restricts filming of library customers using computers given the privacy interest involved.
- The intent of the revisions are to (1) permit the current commonplace usage of causal amateur and journalistic photography and filming in areas open to the public in accordance with Free Speech principles and (2) consider the privacy concerns of citizens using library computer services.

The Board will review and provide input on the draft revised policy (Attachment 8). The City is currently drafting an Audiovisual and Camera Equipment Use Policy that will apply to the entire City. The Board's feedback on the draft policy will help with the drafting and implementation of the City's overall filming policy.

Policy Governing the Use of Library Grounds

The Santa Clara City Library Policy Governing the Use of Library Grounds was last revised and approved in 2012. The proposed revisions include the following changes:

- The revised policy removes the requirement that members of the public obtain prior approval in writing from the City Librarian to conduct public, noncommercial activity such as speaking or distributing petitions or surveys outside the library. However, such activities must be carried out at least 20 feet away from any library entrance.
- The policy includes certain time, place, and manner regulations on expressive activity on library grounds such as prohibiting harassment of others, impeding travel to or from the library, and use of tables or chairs.

The Board will review and provide input on the Policy Governing the Use of Library Grounds (Attachment 10). With the rise of the use of public property for expressive activities, the City is looking to draft a policy that addresses expressive activities on public property. The Board's input and feedback will help with the drafting and implementation of the City's overall policy addressing expressive activity.

Library staff will review with the Board the updated policies, the specific revisions made and the issues and needs that informed these revisions. The Board may comment and suggest changes to the proposed policy revisions.

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

There is no fiscal impact other than staff time.

COORDINATION

This report was prepared in coordination with the City Attorney's Office.

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>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Review and approve:
 - a. the draft Santa Clara City Library Collection Development Policy (Attachment 1); and
 - b. the draft Santa Clara City Library Community Room Use Agreements (Attachment 3-6).
2. Review and provide input on:
 - a. the draft Santa Clara Audiovisual and Camera Equipment Use Policy (Attachment 8);

- and
- b. the draft Santa Clara City Library Policy Governing the use of Library Grounds (Attachment 10).

Reviewed by: Sami James, Management Analyst

Approved by: Patty Wong, City Librarian

ATTACHMENTS

1. Collection Development Policy - Draft
2. Collection Development Policy - Redline
3. Margie Edinger Community Room Use Agreement
4. Redwood Community Room Use Agreement
5. Mission Community Room Use Agreement
6. Northside Community Room Use Agreement
7. Community Room Term and Conditions Redline
8. Audiovisual and Camera Equipment Use Policy - Draft
9. Audiovisual and Camera Equipment Use Policy - Redline
10. Policy Governing the Use of Library Grounds - Draft
11. Policy Governing Use of Library Grounds - Redline



Collection Development Policy Draft

Purpose

This document describes the purpose and nature of the library's collection and gives guidance and direction to library staff for collection development and maintenance. The Collection Development Policy will be reviewed regularly.

Mission Statement and Goals

The Santa Clara City Library enriches lives and strengthens our community by providing opportunities for lifelong learning, discovery, and creativity. We achieve this through our skilled and friendly staff, our collections, and our physical and virtual spaces.

The Library acts to fulfill its mission by selecting, acquiring, organizing, preserving, maintaining, and providing access to a collection of materials in a variety of formats and electronic resources that address the needs of Santa Clara's diverse and complex communities in a responsive manner. The Library's collections provide general reference resources as well as information and entertainment. The collections affirm and uphold the public's rights to intellectual freedom and access to the full range of information and ideas. Selection of materials reflects the expressed and determined needs and concerns of the community.

Intellectual Freedom Statement

The Library neither approves nor disapproves of the views expressed in materials included in the collection. The inclusion of an item is not to be considered an endorsement, official or otherwise, by the Library. Selections for the Library will not be made on the basis of anticipated approval or disapproval, but solely on the merits of the material in relation to building the collection and serving the needs and interests of users, and in accordance with this policy. Materials are not marked or identified to show approval or disapproval.

The Library's collection is based on the principles of the [Freedom to Read](#) and [Freedom to View](#) Statements and the [Library Bill of Rights adopted by the American Library Association](#).

Philosophy and Values

Collections reflect a breadth of knowledge with an increasing investment in and emphasis on works for all ages that celebrate diversity, equity, inclusion, and social justice. This includes, but is not limited to, the inclusion of materials by and about people of color, LGBTQ+ individuals, and people with disabilities.

Selection of Library materials responds to changing social values, inequitable access to technology within the community, and cultural differences and values, as well as the reading and language abilities of the community.

The Library purchases materials in a variety of physical and digital formats, including those that make the collection more accessible to people with disabilities; this is reflected in the expressed and determined needs of the community.

The Library acknowledges the experience of marginalized people and groups in response to discrimination in its many forms over time, and the Library supports the interconnected goals of uplifting community voices and building community power. An inclusive and representative Library collection is one means of advancing those ideals.

The Library recognizes the intersectional nature of discrimination that is compounded for individuals who identify with multiple vulnerable populations, and it seeks to provide materials that represent the diversity of perspectives within and across the abovementioned populations.

The Library is intentional about reflecting diverse voices and people of a variety of different backgrounds in the display, marketing, and promotion of collections.

The Library purchases materials in languages spoken by a significant portion of community residents, with an emphasis on English, Spanish, and Chinese. Other languages are purchased as needs are identified and resources including vendor inventory and space are available. Additional languages are added based on updated Census, school district, and City community data reflecting the evolving demographics of the community.

The Library welcomes purchase suggestions from community members, and purchases suggested items that meet Santa Clara City Library's standards for selection, depending on budget limitations, availability and competing community demands.

Institution and Clientele

The Santa Clara City Library is made up of a Main Library – Central Park, two neighborhood branches – Northside and Mission, and the Bookmobile, as well as the 24/7 digital library. The Library's service area is the City of Santa Clara. The Library is also used by residents, educational institutions, business, and retail in and around the surrounding Santa Clara City community.

Overview of Collection

The Santa Clara City Library's collection includes books, CDs, DVDs, periodicals, microfilm, braille, online materials and more, many of which are offered in multiple languages. Current collection development emphasizes popular works, basic reference, genealogy and academic support. The Library's collection includes an archival focus in the Central Park Library's Heritage Room; the Heritage Room holds local Santa Clara City History, and the Library partners with Santa Clara County Historical and Genealogical Society (SCCHGS) to serve the needs of interested parties.

Individual branch collections reflect the interests and needs of local communities and languages other than English. The Central Park Library houses the largest print material, DVD, CD, audiobook, magazine, and newspaper collections in the system. Collections of the branch libraries concentrate on materials of high interest and materials that support the Library's strategic goals and budget. Branch collections are shaped in part, by customer use and requests or suggestions.

The Library offers our patrons access to a greatly expanded collection via its interlibrary loan service, including Link+. The Library also provides service electronically on a 24-hour basis via its online catalog, website, subscription databases, and a collection of e-media that currently includes e-books, e-audiobooks, music and periodicals. Materials in the collection are accessible to be delivered by placing it on-hold and delivered to any of our locations, including our Bookmobile. The collection is displayed and accessible outside of the library and at outreach and partner events. The Library's e-resources are available to anyone present in the library, and offsite to the Library's cardholders via the Library's website and vendor websites and apps.

Standards for Selection

Collection development decisions are made on the basis of staff expertise, judgement, knowledge of what is already in the collection, and through evaluations and recommendations from library review journals (such as Library Journal, School Library Journal, Kirkus Reviews, Booklist, and/or Publisher's Weekly) and other professional selection tools.

The Library selects materials on a variety of criteria including:

- Demonstrated or perceived community interest, need – which is determined by current census, GIS, Office of Education, and other data sources – or demand by Library users or potential users.
- Contemporary significance or permanent value.
- Relevance to the experience and contributions of diverse populations, including local and regional communities.
- Quality, including accuracy, clarity and usability.
- Significance and/or reputation of the author and/or any other contributors.

- Relation to existing collections.
- Format, durability, and ease of use.
- Value of resource in relation to its cost.
- Scope of collection.

These criteria are applied as appropriate across all subjects, languages, material types, and formats.

Works are not excluded because of frankness or coarse language. In each case, the material is judged on the volume as a whole, not by detached excerpts. On controversial questions upon which there are divergent points of view, the Library policy is to provide factual material on all sides as far as availability permits. Significant works may be acquired or retained despite features that may be objectionable to some residents.

The Library does not purchase the following types of material: costly books of little demand, collectibles, textbooks (unless they are of general interest and the best in the subject field) or family genealogies. Abridged, expurgated, or condensed materials are generally not acquired.

Self-Published

We may acquire self-published books when they fit the scope of the Library's collection and meet our standards of selection. A positive review in one or more of the major review journals is the best way to bring a title to our attention. We are more likely to consider the addition of a self-published book if it has been reviewed in a major review journal.

Due to staffing and time constraints we are not able to meet with individual authors. Unfortunately, we cannot accept review copies or notify you if your book is not selected because of the number of submissions we receive. If your book is selected for purchase it will be added to the [catalog](#).

You may also bring your book to our attention by:

Email

Email Santa Clara City Librarians at librarians@santaclaraca.gov please include:

- Basic bibliographic information about your book (title, author, ISBN, publisher, date of publication, number of pages, price, distributor).
- A link to your book's website and links to professional reviews or other coverage in the news media (if available).
- A brief description of your book and its intended audience and information about how or where to buy it.

Mail

Send a flier or promotional materials to:

Santa Clara City Library- Central Park
2635 Homestead Road
Santa Clara, CA 95051

Selection of Electronic Resources

Electronic resources, including online databases and Internet links from the Library's home page, are selected to complement the Library's physical collection using criteria established for print sources. Electronic resources are selected according to the material selection policy, and by the following selection criteria:

- Comprehensiveness
- Authority, accuracy, and currency of the database
- Frequency of updates
- Ease of use
- Platform
- Minimum technology requirements for the general public
- Remote access and licensing restrictions
- Overlap and comparison with other print and electronic sources
- Usage

The online collection evolves as new formats and products become available. Selection for online and electronic resources follows the above criteria as well as the *Standards for Selection* listed in this document. For some subscription-based services, an outside vendor selects a pre-curated collection. This collection may include research and learning databases, eBooks and other downloadable and streaming media.

Gifts

Gifts are evaluated with the same criteria as purchased materials. Acceptance of donated items is subject to the discretion of the appropriate selector in conformity with library selection standards. Gift materials not added to the collection are not returned to the donor. Unused gifts may be offered to the Foundation and Friends of the Santa Clara City Library for public sale, discarded, or disposed of in some other way. The donor will receive a receipt upon request for donated materials.

Subscription-based gifts, such as periodical or magazine subscriptions, will not be accepted and added to the collection. Collections of donated materials may not necessarily be kept together as a group, and the Library may not be able to accept gifts with this requirement. The Library cannot be responsible for the appraisal of gifts for income tax or any other purpose.

Requests for Reconsideration

In order to represent the diversity of ideas within the City of Santa Clara community, it is vital that the Library's collection contain material of differing points of view on public issues. Inclusion of a particular resource does not constitute endorsement or advocacy of the ideas or statements found therein.

The Library adheres to the principles of intellectual freedom outlined in the Library Bill of Rights of the American Library Association and the Freedom to Read Statement. Pursuant to these principles, the Library will not automatically withdraw selected resources from the collection in response to an individual or group.

The following procedures have been adopted for the handling of a formal request for reconsideration of a resource in the Library's collection:

1. The Santa Clara Library user completes a Request for Reconsideration Form.
2. Within thirty (30) days upon receipt of the form, the Assistant Librarian(s) will appoint a committee of at least four (4) Library staff members to consider the request.
3. The committee will evaluate the material based on the Standards for Selection in this Policy and will make a determination on the request and respond to the requester in writing.
4. The requester may appeal the committee's decision to the City Librarian. The appeal request must be in writing and shall include copies of the original request for reconsideration and the written determination by the review committee.
5. The City Librarian shall review the request for reconsideration and the committee's determination to ensure that the committee followed the Standards for Selection. Within ten (10) days of the appeal request, the City Librarian shall either affirm the committee's determination or remand the matter back to the committee with instructions on how to apply the Standards for Selection policy.
6. The committee's determination shall remain in effect for five (5) years.
7. Throughout this process and until the final decision is made on the material, the item will continue to be accessible to the public.

[SCCL Request for Reconsideration](#)

Collection Management

Deselection

Systematic deselection is required on a regular basis to keep the collection responsive to patron needs, budget adjustments, to ensure its vitality and usefulness to the community, and to make room for newer materials or newer formats. The deselection process identifies items that are outdated, physically worn out, whose purpose is better served by online resources, or no longer in demand as determined using data analysis from the Integrated Library System. Deselection also helps the Library evaluate the

collection by identifying areas or titles where additional materials are needed, older editions that need to be updated, and subjects, titles, or authors that are no longer of interest to the community. If Library staff is uncertain about a title to be withdrawn, standard bibliographic tools are consulted to see if the title has historical or literary value. Deselection is an ongoing process at all library locations referencing the [CREW guidelines](#) – Continuous Review, Evaluation, and Weeding.

Deselected materials are considered for re-sale to support the Santa Clara Library Foundation and Friends. The Foundation and Friends scan items which are either sent to a partner agency to be sold or sold in the Foundation and Friends bookstore. Deselected materials are also available for sale at the Friends and Foundation monthly or virtual sales.

Replacement

Materials that have been lost or damaged may be repurchased by Library selectors using the same criteria as for selection. Other factors considered when deciding on replacements include the number of copies the Library system owns, the availability of newer materials on the subject, the number of duplicate copies, existence of adequate coverage of a field, other similar materials in the collection, and demand for and intrinsic value of a specific title.



Request for Reconsideration of Library Materials

If you have found materials or library resources about which you have concerns, please complete this form to assure prompt, complete consideration by the library.

Material for Consideration

Author/Producer: _____ Publisher: _____

Title: _____

Edition: _____ Year: _____

Type of Material: ☐ Book/Audiobook/eBook ☐ Magazine ☐ Video ☐ Music CD

Other: _____

Did you read, view or listen to the entire work or a portion of the work? ☐ All ☐ Part ☐ None

Describe your concerns regarding this material. Please be specific. List pages/sections, if applicable:

What do you believe is the purpose or theme of this work?

What age group do you think this work would appeal to?

Have you read reviews of this work?

How did this material come to your attention?

Are there other titles you recommend for additional information or other viewpoints on this topic?

What would you like the library to do about this material?

Contact Information

First & Last name: _____ Organization (if applicable): _____

Email Address: _____ Phone: _____

Signature: _____ Date: _____



Final

Collection Development Policy Draft May 2022

Purpose

This document describes the purpose and nature of the library's collection and gives guidance and direction to library staff for collection development and maintenance. The Collection Development Policy will be reviewed regularly.

Mission Statement and Goals

The Santa Clara City Library enriches lives and strengthens our community by providing opportunities for lifelong learning, discovery, and creativity. We achieve this through our skilled and friendly staff, our collections, and our physical and virtual spaces.

The Library acts to fulfill its mission by selecting, acquiring, organizing, preserving, maintaining, and providing access to a collection of materials in a variety of formats and electronic resources that address the needs of Santa Clara's diverse and complex communities in a responsive manner. The Library's collections provide general reference resources as well as information and entertainment. The collections affirm and uphold the public's rights to intellectual freedom and access to the full range of information and ideas. Selection of materials reflects the expressed and determined needs and concerns of the community.

Intellectual Freedom Statement

The Library neither approves nor disapproves of the views expressed in materials included in the collection. The inclusion of an item is not to be considered an endorsement, official or otherwise, by the Library. Selections for the Library will not be made on the basis of anticipated approval or disapproval, but solely on the merits of the material in relation to building the collection and serving the needs and interests of users, and in accordance with this policy. Materials are not marked or identified to show approval or disapproval.

The Library's collection is based on the principles of the [Freedom to Read](#) and [Freedom to View](#) Statements and the [Library Bill of Rights adopted by the American Library Association](#).

Philosophy and Values

Collections reflect a breadth of knowledge with an increasing investment in and emphasis on works for all ages that celebrate diversity, equity, inclusion, and social justice. This includes, but is not limited to, the inclusion of materials by and about people of color, LGBTQ+ individuals, and people with disabilities.

Selection of Library materials responds to changing social values, inequitable access to technology within the community, and cultural differences and values, as well as the reading and language abilities of the community.

The Library purchases materials in a variety of physical and digital formats, including those that make the collection more accessible to people with disabilities; this is reflected in the expressed and determined needs of the community.

The Library acknowledges the experience of marginalized people and groups in response to discrimination in its many forms over time, and the Library supports the interconnected goals of uplifting community voices and building community power. An inclusive and representative Library collection is one means of advancing those ideals.

The Library recognizes the intersectional nature of discrimination that is compounded for individuals who identify with multiple vulnerable populations, and it seeks to provide materials that represent the diversity of perspectives within and across the abovementioned populations.

The Library is intentional about reflecting diverse voices and people of a variety of different backgrounds in the display, marketing, and promotion of collections.

The Library purchases materials in languages spoken by a significant portion of community residents, with an emphasis on English, Spanish, and Chinese. Other languages are purchased as needs are identified and resources including vendor inventory and space are available. Additional languages are added based on updated Census, school district, and City community data reflecting the ~~ongoing~~-evolving demographics of the community.

The Library welcomes purchase suggestions from community members, and purchases suggested items that meet Santa Clara City Library's standards for selection, depending on budget limitations, availability and competing community demands.

Institution and Clientele

The Santa Clara City Library is made up of a Main Library – Central Park—and two neighborhood branches; — Northside and Mission, and the Bookmobile, as well as ~~our~~the 24/7 digital library. The Library's service area is the City of Santa Clara. The Library is also used by residents, educational institutions, business, and retail in and around the surrounding Santa Clara City community.

Overview of Collection

The Santa Clara City Library's collection includes books, CDs, DVDs, periodicals, microfilm, braille, online materials and more, many of which are offered in multiple languages. Current collection development emphasizes popular works, basic reference, genealogy and academic support. The Library's collection includes an archival focus in the Central Park Library's Heritage Room; the Heritage Room holds local Santa Clara City History, and the Library partners with Santa Clara County Historical and Genealogical Society (SCCHGS) to serve the needs of interested parties.

Individual branch collections reflect the interests and needs of local communities and languages other than English. The Central Park Library houses the largest print material, DVD, CD, audiobook, magazine, and newspaper collections in the system. Collections of the branch libraries concentrate on materials of high interest and materials that support the Library's strategic goals and budget. Branch collections are shaped, in part, by customer use and requests or suggestions.

The Library offers our patrons access to a greatly expanded collection via its interlibrary loan service, including Link+. The Library also provides service electronically on a 24-hour basis via its online catalog, website, subscription databases, and a collection of e-media that currently includes e-books, e-audiobooks, music and periodicals. Materials in the collection are accessible to be delivered by placing it on-hold and delivered to any of our locations, including our Bookmobile. The collection is displayed and accessible outside of the library and at outreach and partner events. The Library's e-resources are available to anyone present in the library, and offsite to the Library's cardholders via the Library's website and vendor websites and apps.

Standards for Selection

Collection development decisions are made on the basis of staff expertise, judgement, knowledge of what is already in the collection, and through evaluations and recommendations from library review journals (such as Library Journal, School Library Journal, Kirkus Reviews, Booklist, and/or Publisher's Weekly) and other professional selection tools.

The Library selects materials on a variety of criteria including:

- Demonstrated or perceived community interest, need – which is determined by current census, GIS, Office of Education, and other data sources – or demand by Library users or potential users.
- Contemporary significance or permanent value.
- Relevance to the experience and contributions of diverse populations, including local and regional communities.
- Quality, including accuracy, clarity and usability.

- Significance and/or reputation of the author and/or any other contributors.
- Relation to existing collections.
- Format, durability, and ease of use.
- Value of resource in relation to its cost.
- Scope of collection.

These criteria are applied as appropriate across all subjects, languages, material types, and formats.

Works are not excluded because of frankness or coarse language. In each case, the material is judged on the volume as a whole, not by detached excerpts. On controversial questions upon which there are divergent points of view, the Library policy is to provide factual material on all sides as far as availability permits. Significant works may be acquired or retained despite features that may be objectionable to some residents.

The Library does not purchase the following types of material: costly books of little demand, collectibles, textbooks (unless they are of general interest and the best in the subject field) or family genealogies. Abridged, expurgated, or condensed materials are generally not acquired.

Self-Published

We may acquire self-published books when they fit the scope of the Library's collection and meet our standards of selection. A positive review in one or more of the major review journals is the best way to bring a title to our attention. We are more likely to consider the addition of a self-published book if it has been reviewed in a major review journal.

Due to staffing and time constraints we are not able to meet with individual authors. Unfortunately, we cannot accept review copies or notify you if your book is not selected because of the number of submissions we receive. If your book is selected for purchase it will be added to the [catalog](#).

You may also bring your book to our attention by:

Email

Email Santa Clara City Librarians at librarians@santaclaraca.gov please include:

- Basic bibliographic information about your book (title, author, ISBN, publisher, date of publication, number of pages, price, distributor).
- A link to your book's website and links to professional reviews or other coverage in the news media (if available).

- A brief description of your book and its intended audience and information about how or where to buy it.

Mail

Send a flier or promotional materials to:

Santa Clara City Library- Central Park
2635 Homestead Road
Santa Clara, CA 95051

Selection of Electronic Resources

Electronic resources, including online databases and Internet links from the Library's home page, are selected to complement the Library's physical collection using criteria established for print sources. Electronic resources are selected according to the material selection policy, and by the following selection criteria:

- Comprehensiveness
- Authority, accuracy, and currency of the database
- Frequency of updates
- Ease of use
- Platform
- Minimum technology requirements for the general public
- Remote access and licensing restrictions
- Overlap and comparison with other print and electronic sources
- Usage

The online collection evolves as new formats and products become available. Selection for online and electronic resources follows the above criteria as well as the *Standards for Selection* listed ~~above~~ in this document. For some subscription-based services, an outside vendor selects ~~an already pre-~~curated collection ~~provided to us as a whole~~. This collection may include research and learning databases, eBooks and other downloadable and streaming media.

Gifts

Gifts are evaluated with the same criteria as purchased materials. Acceptance of donated items is subject to the discretion of the appropriate selector in conformity with library selection standards. Gift materials not added to the collection are not returned to the donor. Unused gifts may be offered to the Foundation and Friends of the Santa Clara City Library for public sale, discarded, or disposed of in some other way. The donor will receive a receipt upon request for donated materials.

Subscription-based gifts, such as periodical or magazine subscriptions, will not be accepted and added to the collection. Collections of donated materials may not

necessarily be kept together as a group, and the Library may not be able to accept gifts with this requirement. The Library cannot be responsible for the appraisal of gifts for income tax or any other purpose.

Requests for Reconsideration

Persons raising an objection to In order to represent the diversity of ideas within the City of Santa Clara community, it is vital that the Library's collection contain material of differing points of view on public issues. Inclusion of a book particular resource does not constitute endorsement or other materials advocacy of the ideas or statements found therein.

The Library adheres to the principles of intellectual freedom outlined in the Library Bill of Rights of the American Library Association and the Freedom to Read Statement. Pursuant to these principles, the Library will be asked to provide a written explanation of their objections, citing specifics not automatically withdraw selected resources from the material collection in question. The supervisor of the unit receiving the complaint will refer the patron response to an individual or group.

The following procedures have been adopted for a consultation with a collection leader in order to understand the objection fully. If the patron has further questions or concerns, they can meet again, and, if they choose, fill out the the handling of a formal request for reconsideration of Library Materials form a resource in the Library's collection:

1. The Santa Clara Library user completes a Request for Reconsideration Form.
2. Within thirty (30) days upon receipt of the form, Library Administration the Assistant Librarian(s) will appoint a committee composed of experts in the field, including those whose background is related to the material in question. of at least four (4) Library staff members to consider the request.
3. The committee will evaluate the material based on the Standards for Selection in this Policy and compose a report with recommendations for action for the City Librarian. If requested, will make a determination on the request and respond to the requester in writing.
4. The requester may appeal the committee's decision to the City Librarian will respond to the individual or group making the request. The appeal request must be in writing and shall include copies of the original request for reconsideration and the written determination by the review committee.
5. The City Librarian shall review the request for reconsideration and the committee's determination to ensure that the committee followed the Standards for Selection. Within ten (10) days of the appeal request, the City Librarian shall either affirm the committee's determination or remand the matter back to the committee with instructions on how to apply the Standards for Selection policy.

6. The committee's determination shall remain in effect for five (5) years.

4.7. Throughout this process and until the final decision is made on the material, the item will continue to be accessible to the public.

~~*Procedures for Reconsideration were inserted here~~

SCCL Request for Reconsideration

Collection Management

Deselection

Systematic deselection is required on a regular basis to keep the collection responsive to patron needs, budget adjustments, to ensure its vitality and usefulness to the community, and to make room for newer materials or newer formats. The deselection process identifies items that are outdated, physically worn out, whose purpose is better served by online resources, or no longer in demand as determined using data analysis from the Integrated Library System. Deselection also helps the Library evaluate the collection by identifying areas or titles where additional materials are needed, older editions that need to be updated, and subjects, titles, or authors that are no longer of interest to the community. If Library staff is uncertain about a title to be withdrawn, standard bibliographic tools are consulted to see if the title has historical or literary value. Deselection is an ongoing process at all library locations referencing the CREW guidelines – Continuous Review, Evaluation, and Weeding.

Deselected materials are considered for re-sale to support the Santa Clara Library Foundation and Friends. The Foundation and Friends scan items which are either sent to a partner agency to be sold or sold in the Foundation and Friends bookstore.

Deselected materials are also available for sale at the Friends and Foundation monthly or virtual sales.

Replacement

Materials that have been lost or damaged may be repurchased by Library selectors using the same criteria as for selection. Other factors considered when deciding on replacements include the number of copies the Library system owns, the availability of newer materials on the subject, the number of duplicate copies, existence of adequate coverage of a field, other similar materials in the collection, and demand for and intrinsic value of a specific title.



Santa Clara CITY LIBRARY

Central Park Library | Margie Edinger Community Room Use Agreement

Applicant's Library Card#: _____

Name or Applicant/Program Leader: _____

Name of Organization: _____

Address: _____

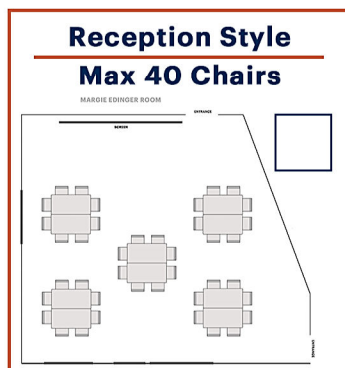
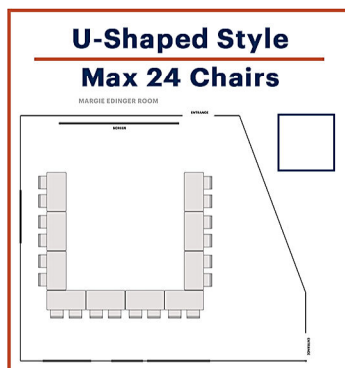
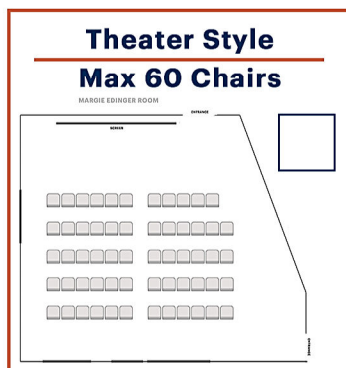
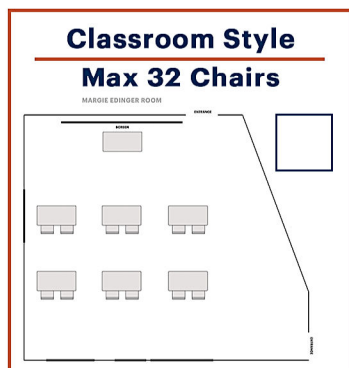
Phone: _____ Email: _____

Date and Time Requested: Date: _____ Time (including set-up & clean-up): _____

Attendance: Number of Children: _____ Number of Adults: _____

Program Description or Intended Use: _____

Room Set-Up: (check one box)



Number of chairs: _____ Number of additional tables (registration; food/beverage): _____

Food/beverages served? Yes _____ No _____ Additional trash cans? Yes _____ No _____

Audio/Visual:

Podium/Microphone needed? Yes _____ No _____

Screen/Digital Projector needed? (user to provide own laptop): Yes _____ No _____

Assisted Listening Devices needed? Yes _____ No _____ Number of Devices: _____

Other: _____

Fees:

Residents/Nonprofits: \$20/event = Fees due \$ _____

Nonresidents: \$90/hr. X _____ hours of use = Fees due \$ _____

Staff assistance needed: \$30/hr. X _____ hours of use = Fees due \$ _____

Total fees due: \$ _____ **Make check payable to: City of Santa Clara**

By signing this agreement, applicant agrees to the following:

- All reservation requests must be made by phone at 408-615-2930, by email at LibAdmin@santaclaraca.gov, or in person at the Central Park Library Administration Office, 2635 Homestead Road, Santa Clara.
- Reservation requests made by phone or email must be confirmed by submitting a completed Agreement and paying all fees within 5 business days of the reservation. Failure to confirm within 5 business days automatically forfeits the reservation.
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- Set-up/clean-up must be completed within the reserved period. No access is allowed prior to or after the reserved period.
- Private uses of these facilities are excluded, including birthday parties, play groups, and receptions.
- Room must be vacated no later than 15 minutes prior to the Library's closing and left in the condition in which it was found.
- Trash must be placed in refuse containers provided in the room.

Advertising Your Meeting: All flyers, announcements, and other forms of publicity for the meeting must include the following disclaimer, as provided by the City of Santa Clara: *This is not a Library-sponsored event. The City of Santa Clara is neither responsible nor liable for information provided by users of the Library meeting rooms.*

A/V Equipment: A Technology Aide is required to operate and move all Library audio/visual equipment, including the Podium/Microphone. Applicant agrees not to move the Podium/Microphone, as severe damage may result to communications equipment wiring.

Cancellation: Fees will be refunded only upon notice of cancellation received by Library Administration no less than two business days prior to the event. Cancellations made less than two business days and no-shows will forfeit all fees. No exceptions.

Conduct: Failure to follow Library policies and the rules, regulations, and ordinances of the City of Santa Clara, hereby incorporated into this Agreement by reference, will result in applicant's loss of privileges from future use of Library community rooms. This includes the applicant's failure to provide accurate information regarding the proposed use of a Library community room.

Non-transferrable: Permission to use a community room is not transferable from one individual or organization to another. The applicant signing this agreement must be present during the entire event and is responsible for payment of fees and proper use and clean-up of the room.

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Hold harmless/Release of liability: It is understood and agreed that the applicant assumes all risks for loss, damage, liability, injury, cost or expense that may arise during, or be caused in any way by, such use or occupancy of the Library facilities. The applicant further agrees that in consideration of being able to use the room, He/She/They will save and hold the City of Santa Clara and the Library and/or their employees free and harmless from any loss, claims, and liability or damages and/or injuries to persons and property that in any way be caused by applicant's use or occupancy of the facilities.

I, the undersigned applicant, hereby agree to the terms of this Agreement, the "Policy for Use of Library Community Rooms" (attached), and the "Policy for Public Rules of Conduct" (attached).

Signature of Applicant:

Library Administration Approval:

Date: _____

Date: _____



Santa Clara
CITY LIBRARY

Central Park Library | Redwood Community Room Use Agreement

Applicant's Library Card#: _____

Name or Applicant/Program Leader: _____

Name of Organization: _____

Address: _____

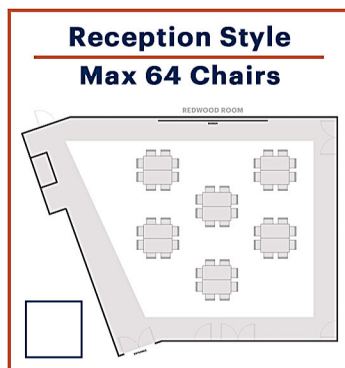
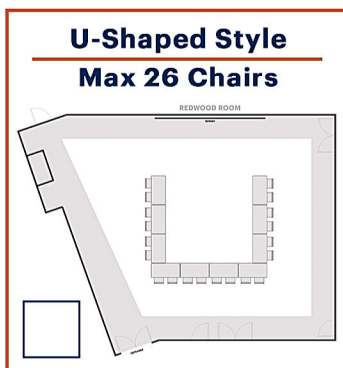
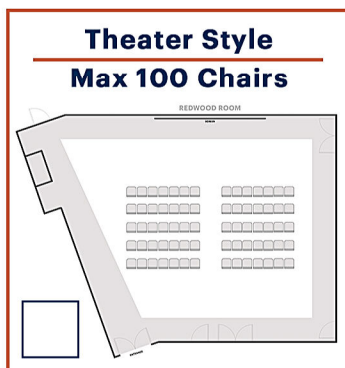
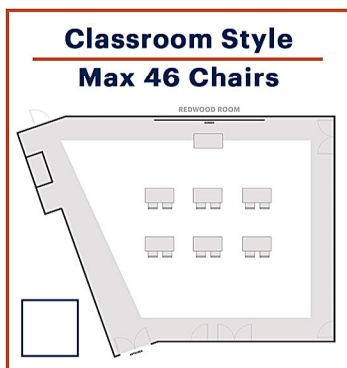
Phone: _____ Email: _____

Date and Time Requested: Date: _____ Time (including set-up & clean-up): _____

Attendance: Number of Children: _____ Number of Adults: _____

Program Description or Intended Use: _____

Room Set-Up: (check one box)



Number of chairs: _____ Number of additional tables (registration; food/beverage): _____

Food/beverages served? Yes _____ No _____ Additional trash cans? Yes _____ No _____

Audio/Visual:

Podium/Microphone needed? Yes _____ No _____

Screen/Digital Projector needed? (user to provide own laptop): Yes _____ No _____

Assisted Listening Devices needed? Yes _____ No _____ Number of Devices: _____

Other: _____

Fees:

Residents/Nonprofits: \$20/event = Fees due \$ _____

Nonresidents: \$90/hr. X _____ hours of use = Fees due \$ _____

Staff assistance needed: \$30/hr. X _____ hours of use = Fees due \$ _____

Total fees due: \$ _____ **Make check payable to: City of Santa Clara**

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- Room must be vacated no later than 15 minutes prior to the Library's closing and left in the condition in which it was found.
- Trash must be placed in refuse containers provided in the room.

Advertising Your Meeting: All flyers, announcements, and other forms of publicity for the meeting must include the following disclaimer, as provided by the City of Santa Clara: *This is not a Library-sponsored event. The City of Santa Clara is neither responsible nor liable for information provided by users of the Library meeting rooms.*

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Hold harmless/Release of liability: It is understood and agreed that the applicant assumes all risks for loss, damage, liability, injury, cost or expense that may arise during, or be caused in any way by, such use or occupancy of the Library facilities. The applicant further agrees that in consideration of being able to use the room, He/She/They will save and hold the City of Santa Clara and the Library and/or their employees free and harmless from any loss, claims, and liability or damages and/or injuries to persons and property that in any way be caused by applicant's use or occupancy of the facilities.

I, the undersigned applicant, hereby agree to the terms of this Agreement, the "Policy for Use of Library Community Rooms" (attached), and the "Policy for Public Rules of Conduct" (attached).

Signature of Applicant:

Library Administration Approval:

Date: _____

Date: _____



Mission Branch Library Community Room Use Agreement

Applicant's Library Card#: _____

Name or Applicant/Program Leader: _____

Name of Organization: _____

Address: _____

Phone: _____ Email: _____

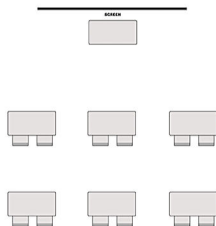
Date and Time Requested: Date: _____ Time (including set-up & clean-up): _____

Attendance: Number of Children: _____ Number of Adults: _____

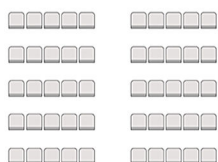
Program Description or Intended Use: _____

Room Set-Up: (check one box)

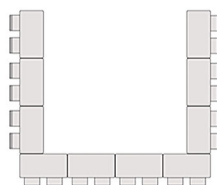
☐ **Classroom Style**
Max 30 Chairs



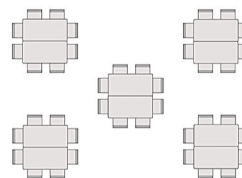
☐ **Theater Style**
Max 50 Chairs



☐ **U-Shaped Style**
Max 24 Chairs



☐ **Reception Style**
Max 40 Chairs



Number of chairs: _____ Number of additional tables (registration; food/beverage): _____

Food/beverages served? Yes _____ No _____ Additional trash cans? Yes _____ No _____

Audio/Visual:

Podium/Microphone needed? Yes _____ No _____

Screen/Digital Projector needed? (user to provide own laptop): Yes _____ No _____

Assisted Listening Devices needed? Yes _____ No _____ Number of Devices: _____

Other: _____

Fees:

Residents/Nonprofits: \$20/event = Fees due \$ _____

Nonresidents: \$90/hr. X _____ hours of use = Fees due \$ _____

Staff assistance needed: \$30/hr. X _____ hours of use = Fees due \$ _____

Total fees due: \$ _____ **Make check payable to: City of Santa Clara**

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- Events must be open to all members of the public (subject to occupancy limits) and no fees may be charged to attendees.
- Set-up/clean-up must be completed within the reserved period. No access is allowed prior to or after the reserved period.
- Private uses of these facilities are excluded, including birthday parties, play groups, and receptions.
- Room must be vacated no later than 15 minutes prior to the Library's closing and left in the condition in which it was found.
- Trash must be placed in refuse containers provided in the room.

Advertising Your Meeting: All flyers, announcements, and other forms of publicity for the meeting must include the following disclaimer, as provided by the City of Santa Clara: *This is not a Library-sponsored event. The City of Santa Clara is neither responsible nor liable for information provided by users of the Library meeting rooms.*

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Cancellation: Fees will be refunded only upon notice of cancellation received by Library Administration no less than two business days prior to the event. Cancellations made less than two business days and no-shows will forfeit all fees. No exceptions.

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Non-transferrable: Permission to use a community room is not transferable from one individual or organization to another. The applicant signing this agreement must be present during the entire event and is responsible for payment of fees and proper use and clean-up of the room.

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I, the undersigned applicant, hereby agree to the terms of this Agreement, the "Policy for Use of Library Community Rooms" (attached), and the "Policy for Public Rules of Conduct" (attached).

Signature of Applicant:

Library Administration Approval:

Date: _____

Date: _____



Northside Branch Library Community Room Use Agreement

Applicant's Library Card#: _____

Name or Applicant/Program Leader: _____

Name of Organization: _____

Address: _____

Phone: _____ Email: _____

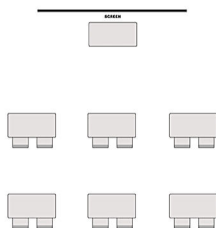
Date and Time Requested: Date: _____ Time (including set-up & clean-up): _____

Attendance: Number of Children: _____ Number of Adults: _____

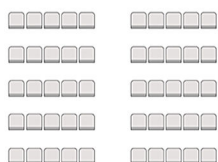
Program Description or Intended Use: _____

Room Set-Up: (check one box)

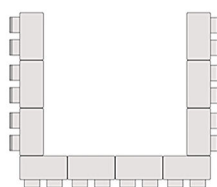
☐ **Classroom Style**
Max 30 Chairs



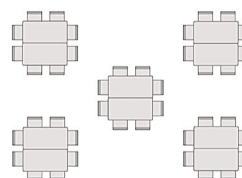
☐ **Theater Style**
Max 80 Chairs



☐ **U-Shaped Style**
Max 24 Chairs



☐ **Reception Style**
Max 64 Chairs



Number of chairs: _____ Number of additional tables (registration; food/beverage): _____

Food/beverages served? Yes _____ No _____ Additional trash cans? Yes _____ No _____

Audio/Visual:

Podium/Microphone needed? Yes _____ No _____

Screen/Digital Projector needed? (user to provide own laptop): Yes _____ No _____

Assisted Listening Devices needed? Yes _____ No _____ Number of Devices: _____

Other: _____

Fees:

Residents/Nonprofits: \$20/event = Fees due \$ _____

Nonresidents: \$90/hr. X _____ hours of use = Fees due \$ _____

Staff assistance needed: \$30/hr. X _____ hours of use = Fees due \$ _____

Total fees due: \$ _____ **Make check payable to: City of Santa Clara**

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I, the undersigned applicant, hereby agree to the terms of this Agreement, the "Policy for Use of Library Community Rooms" (attached), and the "Policy for Public Rules of Conduct" (attached).

Signature of Applicant:

Library Administration Approval:

Date: _____

Date: _____

Meeting Room Use Agreement – Draft 2023

By signing this agreement, applicant agrees to the following:

- All reservations requests must be made by phone at 408-615-2930, by email at LibAdmin@santaclaraca.gov, or in person at the Central Park Library Administration Office, 2635 Homestead Road, Santa Clara.
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Deleted: certify that I will be personally responsible for upholding



Santa Clara City Library

AUDIOVISUAL AND CAMERA EQUIPMENT USE POLICY

The Santa Clara City Library ("Library") permits filming and photography under the conditions described herein only to the extent that it does not interfere with the operations, programs and activities of the Library, and is consistent with City policies, rules, and procedures.

The Library authorizes filming and photography in Library facilities as follows:

1. Casual amateur and journalistic photography, filming, and videotaping is permitted in public areas such as the lobby, study and program areas of Library facilities for customers and visitors provided that the photography does not interfere in any way with library operations or capture any identifiable likenesses of individuals without their permission. Any such photographers are responsible for arranging all necessary releases and permissions from persons who are filmed or photographed. Library staff will not facilitate or intervene to obtain such permission, or assist with activity in any way.
2. Photographing, filming, or videotaping Library customers using the Library's public computers is strictly prohibited.
3. Except as permitted by applicable law, no commercial or professional media photography or filming may occur in Library facilities without the prior written permission and approval of the City Librarian. Such approval shall contain the conditions under which the commercial/media photography or filming will take place and address the rights to ownership of the photos/films.
4. Classes or events sponsored by the Library may be photographed or video-recorded by the Library's staff or its representatives. Attendance at a Library-sponsored class or event constitutes the consent of all attendees, and the consent of the parents or legal guardians of any minor children in attendance, to the future broadcast, publication, or other use of photographs or videos at the sole discretion of the Library. To ensure the privacy of all individuals, including children, images will not be identified using full names or personal identifying information without written approval from the photographed subject, parent or legal guardian.
5. Any consent granted pursuant to this policy to permit photography or filming may be revoked at any time upon failure to comply with terms of the policy or other rules and regulations of the Library.

Questions related to this Policy and Commercial/Professional requests should be directed to the City Librarian, Monday – Friday during regular business hours, (408) 615-2930



PROPOSED COMMERCIAL/PROFESSIONAL ACTIVITY

Under Section Three (3) of the Santa Clara City Library Policy Regarding the Use of Audiovisual or Camera Equipment, individuals wishing to engage in professional or commercial film or photography inside the Library must obtain the written permission of the City Librarian.

Permission is requested to: _____

On: _____ From: _____ To: _____

List all equipment to be used: _____

Purpose of activity: _____

I, _____ (print name) have read and understood this Policy and agree to abide by its terms and any other conditions that the City Librarian may require. I am also aware of the fact that this Policy is not a release, and that permission is considered only for the date(s) and activity indicated above.

Signature

Address/Phone

This permission is not valid until signed by the City Librarian or designee.

Authorized By

Date



Santa Clara City Library

**POLICY REGARDING THE USE OF AUDIOVISUAL ~~OR~~ AND CAMERA EQUIPMENT USE
POLICY
IN THE
SANTA CLARA CITY LIBRARY**

~~Anyone wishing to make audio or video recordings in or take general pictures of the public areas of the Library building or its collections will be allowed to do so with the following understanding:~~

- ~~• use of audiovisual or camera equipment of any type (including cell phone cameras) in the Library requires prior written permission of the City Librarian or designee;~~
- ~~• filming/recording activity must not affect Library operations in any way;~~
- ~~• Library patrons who may or will be included in a photograph or an audio / video recording must grant, in writing, their permission directly to the person doing the recording or taking the photograph;~~
- ~~• it is solely the responsibility of the photographer or the person recording to obtain prior written permission from the individual(s) to be filmed or taped;~~

The Santa Clara City Library ("Library") permits filming and photography under the conditions described herein only to the extent that it does not interfere with the operations, programs and activities of the Library, and is consistent with City policies, rules, and procedures.

The Library authorizes filming and photography in Library facilities as follows:

1. Casual amateur and journalistic photography, filming, and videotaping is permitted in public areas such as the lobby, study and program areas of Library facilities for customers and visitors provided that the photography does not interfere in any way with library operations or capture any identifiable likenesses of individuals without their permission. Any such photographers are responsible for arranging all necessary releases and permissions from persons who are filmed or photographed. Library staff will not facilitate or intervene to obtain such permission, or assist with activity in any way.
2. the Photographing, filming, or videotaping Library does not provide a customers using the Library's public computers is strictly prohibited.
3. Except as permitted by applicable law, no commercial or professional media photography or filming may occur in Library facilities without the prior written permission form for and approval of the City Librarian. Such approval shall contain the conditions under which the commercial/media photography or filming will take place and address the rights to ownership of the photos/films.
4. Classes or events sponsored by the Library may be photographed or video-recorded by the Library's staff or its representatives. Attendance at a Library-sponsored class or event constitutes the consent of all attendees, and the consent of the parents or legal guardians



of any minor children in attendance, to the future broadcast, publication, or other use of photographs or videos at the sole discretion of the Library. To ensure the privacy of all individuals, including children, images will not be identified using full names or personal identifying information without written approval from the photographed subject, parent or legal guardian.

2.5. Any consent granted pursuant to this purpose policy to permit photography or filming may be revoked at any time upon failure to comply with terms of the policy or other rules and regulations of the Library.

Questions related to ~~use in the Library of photographic or recording equipment of any type~~

this Policy and Commercial/Professional requests should be directed to the City Librarian ~~or designee~~, Monday – Friday during regular business hours, (408) 615-2930

~~Approved by the Board of Library Trustees,
April 5, 2004 Revised and approved, March 7,
2005
Revised and approved, March 5, 2007
Revised and approved, August 1, 2011~~

PROPOSED COMMERCIAL/PROFESSIONAL ACTIVITY

On: _____ From: _____ To: _____

(DATE)
TIME)

(START TIME)

(END

Under Section Three (3) of the Santa Clara City Library Policy Regarding the Use of Audiovisual or Camera Equipment, individuals wishing to engage in professional or commercial film or photography inside the Library must obtain the written permission of the City Librarian.

Permission is requested to: _____



City of Santa Clara

The Center of What's Possible

Santa Clara City Library

On: _____ From: _____ To: _____

List all equipment to be used: _____

Purpose of activity: _____
_____:

I, _____ (print name) have read and understood this Policy and agree to abide by its terms: and any other conditions that the City Librarian may require. I am also ~~am~~ aware of the fact that this Policy is not a release, and that permission is ~~granted~~ considered only for the date(s) ~~&~~ and activity indicated above.

SIGNATURE _____ ADDRESS / PHONE ~~(Required)~~

Approved:

AUTHORIZED BY (

Signature _____ Address/Phone

This permission is not valid until signed by the City Librarian or designee) ~~(DATE)~~ _____

Authorized By _____ Date



Santa Clara City Library

POLICY FOR THE USE OF LIBRARY GROUNDS

The City of Santa Clara recognizes that the public may wish to use the Library grounds for various purposes. This wish must be balanced with the needs of the City and the users of the Library. Thus, the Library is considered to be a limited public forum subject to certain time, place and manner restrictions. Any individual or group wishing to use the Library grounds by speaking or distributing petitions, surveys, or other written information of a public, noncommercial, or religious nature may do so under the conditions set forth below.

1. All activities covered by this policy must be carried out outside and at least 20 feet away from any Library entrance
2. Person(s) conducting activities covered by this policy must comply with all requests of Library staff and shall not:
 - a. harass or intimidate others;
 - b. touch or handle any individual in any manner;
 - c. block, hinder or impede travel to or from the Library or any entrance or exit;
 - d. set up or use tables, easels, free-standing displays, signboards, signs, chairs or furniture of any type (permittees will be allowed to bring a chair to accommodate a disability);
 - e. disrupt the orderly operation of the Library (this provision includes, but shall not be limited to, raised voices);
 - f. violate any law of the United States, the State of California or any ordinance of the City of Santa Clara.
3. In order to ensure safe ingress and egress of Library customers the Library reserves the right to:
 - a. limit participation during any given time period
 - b. limit the size of a group
4. All materials and trash must be removed from Library grounds.
5. No public address, voice enhancement, light display or other electronic devices may be used on Library grounds.
6. Those who fail to comply with the terms of this policy may be asked to leave Library grounds and may be denied subsequent ability to use space on Library grounds for similar purposes.
7. Commercial advertising, vending, selling or soliciting of any type, as well as any other commercial or for-profit activities, are strictly prohibited on Library grounds.

Santa Clara City Library

POLICY GOVERNING FOR THE USE OF LIBRARY GROUNDS

The City of Santa Clara recognizes that the public may wish to use the Library grounds for various purposes. This wish must be balanced with the needs of the City and the users of the Library. Thus, the Library is considered to be a limited public forum subject to certain time, place and manner restrictions. Any individual or group wishing to use the Library grounds by speaking or distributing petitions, surveys, or other written information of a public, noncommercial, or religious nature may do so under the conditions set forth below.

1. All activities covered by this policy must: be carried out outside and at least 20 feet away from any Library entrance
 - a. ~~be approved in advance and in writing by the City Librarian or designee;~~
 - b. ~~be carried out during the Library's regular hours of service;~~
 - ~~— occur out of the path of foot traffic from all directions; and~~~~be conducted in the area shaded on attached diagram (Note: due to insufficient space these activities shall not be conducted at the Parkside entrance).~~
2. Person(s) conducting activities covered by this policy must comply with all requests of Library staff and shall not:
 - a. harass or intimidate others;
 - b. touch or handle any individual in any manner;
 - c. block, hinder or impede travel to or from the Library or any entrance or exit;
 - d. set up or use tables, easels, free-standing displays, signboards, signs, chairs or furniture of any type (permittees will be allowed to bring a chair to accommodate a disability);
 - e. disrupt the orderly operation of the Library (this provision includes, but shall not be limited to, raised voices);
 - f. violate any law of the United States, the State of California or any ordinance of the City of Santa Clara.
3. In order to ensure safe ingress and egress of Library customers the Library reserves the right to:
 - a. limit participation ~~to a single group/individual~~
 - b. limit the size of ~~the~~ group
 - ~~e. deny use to any group/individual~~
 - ~~e. limit the number of times a group/individual may conduct such activities~~
 - ~~e. limit the duration of each such activity.~~
4. All materials and trash must be removed from Library grounds ~~by the end of any allotted time slot.~~
5. No public address, voice enhancement, light display or other electronic devices may be used on Library grounds.
6. Those who fail to comply with the terms of this policy may be asked to leave Library grounds and may be denied subsequent permissionability to use space on Library grounds for similar purposes.
7. Commercial advertising, vending, selling or soliciting of any type, as well as any other commercial or for-profit activities, are strictly prohibited on Library grounds.

Proposed activity: _____

Date of proposed activity: _____ Time of proposed activity: _____

Number of persons to be present: _____

Name of group, if applicable (*Please Print*): _____

Applicant's name (*Please Print*): _____ Phone: _____

Applicant's
address: _____ City: _____ Zip: _____
(#, Street)

~~My signature below indicates that I have read and agree to comply with the terms of this policy:-~~

~~Signature: _____ Date: _____~~

~~Approved by:~~

~~City Librarian/designee: _____ Date: _____~~

~~Comments: _____~~

~~Questions related to this policy should be directed to the City Librarian or designee,
Monday—Friday during regular business hours, 1-408-615-2930~~

~~Approved, Board of Library Trustees,
December 5, 2005~~

~~Revised & Approved by Board:-
August 1, 2011~~

~~Revised & Approved by Board:-
February 6, 2012~~