



The First 5 years.
Make them count.

GRANT AGREEMENT

I. GENERAL PROVISIONS

Contract Detail					
Date: 11/30/2021			Contract Number:		2022-170-002
Grantee Name:		City of San José, San José Public Library			
Term of Agreement:		Start Date:	07/01/2021	End Date:	06/30/2022
Fiscal Year:	FY 2021/2022	Maximum Financial Obligation:		\$72,990	
Brief Program Description: FIRST 5 Santa County will fund the City of San José, San José Public Library (SJPL) to provide access to library resources in the underserved neighborhoods in San José. The library envisions this initiative as a way to provide a bridge between families and the full range of library services offered at SJPL locations.					

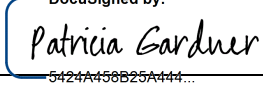

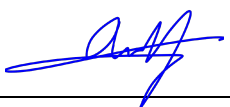
II. PARTIES TO AGREEMENT; NOTICES

Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

GRANTEE	FIRST 5 Santa Clara County
Legal notices pertaining to this Agreement will be sent to the name, address and contact person below:	
Contact Person: Araceli Delgado-Ortiz	Maureen Shilling, Chief of Operations
Address: 150 East San Fernando St	4000 Moorpark Ave, Ste 200
City/State/Zip: San José, CA 95112	San José, CA 95117

III. CONTRACT AUTHORIZATION

It is agreed between the PARTIES that GRANTEE will, for the compensation described in this Agreement, perform the work described in Section V.A.1.a. in accordance with all terms and conditions of this Agreement including all exhibits.

Signature		
Patricia Gardner, Interim Chief Executive Officer FIRST 5 Santa Clara County	DocuSigned by:  5424A458B25A444...	Date: 12/7/2021
Sarah Zarate City of San José, City Manager's Office GRANTEE		Date: 12/09/21
Approved as to Form: Aaron Yu, Deputy City Attorney		Date: 12/8/2021

IV. EXHIBIT(S) TO THIS AGREEMENT:

The following exhibits are attached hereto and incorporated into this Agreement:

- Exhibit A, Scope of Work
- Exhibit B, Budget
- Exhibit C, Evaluation Requirements
- Exhibit D, Grant Agreement Invoice Requirements
- Exhibit E, Principles on Equity
- Exhibit F, Media Kit for FIRST 5 Santa Clara County
- Exhibit G, FIRST 5 Santa Clara County Healthy Food and Beverage Guidelines for Funded Organizations
- Exhibit H, FIRST 5 Santa Clara County Strategic Plan

V. SERVICE PROVISIONS AND REQUIREMENTS

A) Service Provisions

- 1) **Scope of Work (Exhibit A) and Budget (Exhibit B).** GRANTEE agrees to provide services as outlined in the following:
 - a) Scope of Work (Exhibit A)
 - b) Budget (Exhibit B)

B) General Service Requirements

- 1) **Leveraging Requirement.** FIRST 5 recognizes the unique relationship that the GRANTEE may have with Medi-Cal eligible families and the expertise of the GRANTEE in identifying, assessing and navigating the health care needs of Medi-Cal eligible families and children it serves. FIRST 5 may require GRANTEE's participation in federal, state and local leveraging opportunities such as Medicaid Administrative Activities (MAA). Such participation may include appropriate training, reporting and documentation of activities, services and associated costs. Reporting may include written documentation associated with service delivery and related costs, and/or the tracking of staff time through time survey instruments.
- 2) **FIRST 5 Branding and Acknowledgement.** GRANTEE must acknowledge FIRST 5 Santa Clara County including the statement, "Funded by FIRST 5 Santa Clara County" in all publications or materials referring to programs funded by this Agreement. In accordance with Media Kit for FIRST 5 Santa Clara County (Exhibit F), GRANTEE agrees to prominently display the FIRST 5 logo and FIRST 5 URL address.

- 3) **Audited Financial Statements.** Prior to execution of contract, GRANTEE must submit a copy of their most recent audited financial statement or auditor letter completed in accordance with generally accepted accounting principles. GRANTEE must also submit to FIRST 5 within 30 days of completion any similar audit documents during the course of this Agreement.

If GRANTEE's organization does not require audited statements, as part of internal controls, a written verification and copy of the GRANTEE's IRS Form 990 is required in lieu of audited statements.

GRANTEE must ensure that one or more expenses charged to FIRST 5 under this Agreement are included in testing conducted by the GRANTEE's auditor in the preparation of the GRANTEE's audited financial statements.

If GRANTEE receives federal funding in excess of \$750,000, GRANTEE shall submit a copy of their single audit.

Public entities (county departments, cities, school districts, etc.) are exempt from this requirement.

- 4) **Match.** GRANTEE may be required to provide cash or in-kind match, as indicated in their Exhibit B, Budget.

VI. FISCAL PROVISIONS

- A) **Payment.** FIRST 5 will reimburse GRANTEE for services provided under this Agreement in accordance with the Budget included as Exhibit B and requirements in Exhibit D: Grant Agreement Invoice Requirements.
- B) **Availability of Funds.** The services provided pursuant to this Agreement may be funded through Federal, State or County funds, California First 5 funds and/or through another third party funder. At any time during the term of this Agreement, if such funds are not secured, FIRST 5 reserves the right to continue to fund the services or to reduce, suspend or terminate this Agreement. GRANTEE expressly waives any and all claims against FIRST 5 for damages arising from the reduction, suspension or termination of funds.
- C) **Unspent Funds.** Any budgeted funds not expended by the termination date of this Agreement remain with FIRST 5.
- D) **Funding Restrictions.** Funds received from FIRST 5 must be used only to fund new levels of service or to supplement existing levels of service. Consistent with the legal requirements of the California Children and Families Act of 1998, GRANTEE hereby certifies that no monies provided through this Agreement will be used to supplant State or local general fund money for any purpose.
- E) **Year-End Close Requirement.** To facilitate FIRST 5's preparation of its financial statement in a timely manner, GRANTEE must submit an estimated or final invoice, identifying the total amount of grant funds expended for the annual term, July 1 to June 30, by July 15 of the following fiscal year.
- F) **Disallowed Costs.** If GRANTEE claims or receives payment from FIRST 5 for a service reimbursement which is later disallowed by the State of California, United States Government, or other funder, GRANTEE shall promptly refund the disallowed amount to FIRST 5 upon FIRST 5's request. At its option, FIRST 5 may offset the amount disallowed from any payment due or to become due to GRANTEE under this Agreement or any other

Agreement.

- G) Submitting False Claims; Monetary Penalties.** Pursuant to Government Code §12650 et. Seq., any person including a GRANTEE, subcontractor or a consultant, who submits a false claim, shall be liable to FIRST 5 for three times the amount of damages which FIRST 5 sustains because of the false claim. A person who commits a false claim shall also be liable to FIRST 5 for the cost of a civil action brought to recover penalties or damages, and may be liable to FIRST 5 for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim.
- H) Payment Does Not Imply Acceptance of Work.** No payment shall in any way lessen the liability of GRANTEE to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components or workmanship that does not conform to the requirements of this Agreement may be rejected by FIRST 5 and in such case must be remedied or replaced by GRANTEE without delay at no additional cost to FIRST 5.
- I) Suspended or Debarred from Receiving Federal or State Funds.** By executing this Agreement, GRANTEE certifies that GRANTEE is not suspended, debarred or otherwise excluded from participation in federal or state programs. GRANTEE acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement. GRANTEE must notify FIRST 5 if GRANTEE is suspended or debarred from receiving state or federal funds during the term of this Agreement.

VII. BUDGET JUSTIFICATION

- A) Line Item.** GRANTEE's charges must be set forth in the detailed line item Budget (Exhibit B).
- B) Budget Revisions.** GRANTEE may transfer funds between line items established in Exhibit B if the transfers represent less than a 10 percent (10%) change to that item. Deviations exceeding 10 percent of any single category proposed in the line item budget must receive FIRST 5's written approval before payment to GRANTEE. GRANTEE must submit a request for written approval sixty (60) days prior to each fiscal year end date. FIRST 5 will consider up to two Budget Revision requests for each fiscal year during the term of this Agreement. If the Program costs more than originally specified, the GRANTEE is solely responsible for the excess cost. A budget revision approved pursuant to this Section VII.B shall not require an amendment to this Agreement unless the budget revision requires an increase to the maximum amount of this Agreement.
- C) Limitations to Payments.** FIRST 5 may elect not to make a particular payment or seek repayment if:
- 1) **Misrepresentation.** With or without actual knowledge, GRANTEE misrepresents a material fact with respect to information furnished by GRANTEE, directly or indirectly, to FIRST 5.
 - 2) **Litigation.** There is pending litigation related to the performance of any of GRANTEE's duties or obligations that may jeopardize or adversely affect the Program.
 - 3) **Unauthorized Actions.** GRANTEE takes any action requiring prior approval under this Agreement, without receiving FIRST 5 written approval.
 - 4) **Default.** GRANTEE is in material default under any provision of this Agreement and has not taken reasonably prompt steps to remedy the item.
 - 5) **Fiscal and Non-Fiscal Reporting.** GRANTEE does not submit the required statements and reports as specified in this Agreement.

6) **Failure** to abide by the terms and conditions specified in Agreement.

- D) Reimbursement.** GRANTEE can only claim reimbursement from FIRST 5, or apply sums received from FIRST 5, for the specific services outlined in the Scope of Work (Exhibit A) and Budget (Exhibit B). Any money received for services identified in this Agreement from other sources of revenue, such as State reimbursement or fees collected for services provided, must be used by GRANTEE to expand, enhance, or build the capacity of the services.
- E) Title of Equipment.** Title of equipment or property purchased by GRANTEE in excess of \$5,000, acquired for services described in Exhibit A and through funding described in Exhibit B will vest with the GRANTEE from the date of purchase for the length of the Agreement. At the conclusion of the Agreement, written certification from FIRST 5 is required to continue ownership. Without such certification, ownership will vest with FIRST 5. Reasons supporting certification include, but are not limited to, continued use of the equipment or property for the services described in Exhibit A beyond the term of this Agreement.
- F) Ownership Rights to Materials.** All materials obtained, developed or prepared by GRANTEE in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of FIRST 5. To the extent GRANTEE owns or claims ownership rights to said Deliverables, GRANTEE hereby expressly assigns all said rights, title, and interest in and to the Deliverables to FIRST 5 pursuant to the terms and conditions of this Agreement and at no additional cost. FIRST 5 has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If GRANTEE wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, GRANTEE shall obtain prior written authorization from FIRST 5, which consent may be withheld by FIRST 5 in its sole discretion. GRANTEE acknowledges that all original works of authorship which are made by GRANTEE (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to FIRST 5. GRANTEE agrees that FIRST 5 will be the copyright owner in all copyrightable works of every kind and description created or developed by GRANTEE, solely or jointly with others, in connection with any agreement with FIRST 5. If requested to, and at no further expense to FIRST 5, GRANTEE will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in FIRST 5 and its nominees of such copyrights.

VIII. TERMINATION

- A) Termination Without Cause.** Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice. All invoices are required to be submitted to FIRST 5 within 30 days after the termination date.
- B) Termination for Cause.** If FIRST 5 determines that the GRANTEE cannot meet the requirements of this contract, it may terminate this Agreement upon written notice to GRANTEE. The notice will specify the reason for termination and will indicate the effective date of termination. Reasons for termination include, but are not limited to, the following:
- 1) Any breach of this Agreement by GRANTEE;
 - 2) Violation by GRANTEE of any applicable laws, rules, regulations or policies;
 - 3) Assignment, delegation or subcontracting of services under this Agreement by GRANTEE without prior written consent from FIRST 5;
 - 4) Failure to provide services to FIRST 5's satisfaction; or

- 5) GRANTEE's filing of a voluntary petition in bankruptcy; receipt of an adjudication that GRANTEE IS insolvent; obtaining an order for relief under Section 301 of the U.S. Bankruptcy Code (11 U.S.C. § 301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency, or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of GRANTEE, or any of GRANTEE's property; making an assignment for the benefit of creditors; or failing to pay GRANTEE's debts generally as they become due.

C) Termination Due to Cessation of Funding. FIRST 5 has the right to terminate this Agreement upon thirty (30) days written notice in the event that program funding is reduced, suspended or terminated for any reason. GRANTEE expressly waives any and all claims against FIRST 5 for damages arising from the reduction, suspension or termination of funds.

D) Termination Provision. GRANTEE will deliver to FIRST 5 copies of all materials used or developed for this grant including, but not limited to, all data collection forms, reports and other work performed by GRANTEE under this Agreement. Upon receipt, GRANTEE will be paid for services performed and reimbursable expenses incurred to the date of termination. Any funds not expended by the termination date of this agreement remain with FIRST 5.

IX. NON-EXCLUSIVE REMEDIES

Notwithstanding this Agreement, the remedies listed in the Agreement are non-exclusive and FIRST 5 and GRANTEE retain all other rights and remedies they may have under general law, including the right to terminate this Agreement immediately without advance notice if GRANTEE becomes unable to perform its obligations.

X. STANDARD PROVISIONS

A) Reporting, Monitoring and Evaluation

- 1) Reports. GRANTEE shall submit timely reports on its progress in achieving contract objectives as specified by FIRST 5 in Exhibit C.
- 2) Monitoring. FIRST 5 will monitor the work performed and financial obligations incurred under this Agreement to determine whether GRANTEE'S operation conforms to the terms of this Agreement.

GRANTEE agrees to cooperate with FIRST 5 on the implementation, monitoring and evaluation of this Agreement and to comply with any and all reporting, data collection and evaluation requirements established by FIRST 5, including but not limited to submission of reports specified in Exhibit C.

- 3) Evaluation. GRANTEE must participate in research and/or evaluation studies designed by FIRST 5 Santa Clara County and First 5 California to measure the effectiveness and efficiency of GRANTEE's services and to provide information on GRANTEE's services. GRANTEE shall work with FIRST 5 to ensure that GRANTEE's data collection activities meet local and State evaluation and reporting requirements. GRANTEE shall cooperate with FIRST 5 to:
 - a) Develop an evaluation implementation plan that defines short and long-term goals and objectives;
 - b) Obtain agreement on research methods and measurements tools;
 - c) Develop evaluation protocols that facilitate quality data collection; and

d) Assess progress toward outcomes.

In addition, GRANTEE shall abide by all evaluation expectations and requirements noted in Exhibit A, Scope of Work, and Exhibit C, Evaluation Requirements.

- 4) Data Collection. GRANTEE agrees to perform ongoing qualitative and quantitative data collection and sharing in accordance with FIRST 5 processes to ensure effective service delivery to families in compliance with applicable state and federal law.
- 5) GRANTEE may be required to submit other reports not listed in Exhibit C.

B) FIRST 5 Evaluation Cost Investment. The Commission is required to measure outcomes of funded programs. The evaluation framework for FIRST 5 Santa Clara County is designed to assess whether funded programs are achieving key outcomes identified during the Commission's strategic planning process. Grantees funded by FIRST 5 collect, track, and report data about their activities and strategies for impacting positive change in program participants. FIRST 5 will compile and examine the data to analyze how impacts vary according to key demographic characteristics of families (e.g., household income, ethnicity, parent education level) and service dosage (i.e., frequency, duration, and intensity). Evaluation results are shared with the FIRST 5 Commission, GRANTEE, key stakeholders and the community. FIRST 5 provides a significant investment funding the evaluation costs of programs and services.

C) Non-Compliance. Prior to exercising its right to terminate this Agreement for cause, FIRST 5 may elect to issue a notice of course correction for any failure by the GRANTEE to comply with any provision of this Agreement. Such notice shall indicate the nature of the issue(s) to be addressed. At FIRST 5's option, GRANTEE may be given the opportunity to respond or participate in formulating the course correction recommendation. FIRST 5 has the right to require the presence of GRANTEE's officer(s) or employee(s) at any meeting to discuss course correction.

- 1) After issuing such notice and considering GRANTEE's response, if any, FIRST 5 may develop a set of specific course correction recommendations and a timetable for implementing the recommendations. Following implementation of the course correction, the GRANTEE must forward, within the time specified, verification that the course correction recommendations have been implemented.
- 2) In the event the GRANTEE does not implement the course correction recommendations in accordance with the timetable, FIRST 5 may take action, up to and including, immediate termination of this Agreement.

D) Relationship of Parties; Independent Contractor. None of the provisions of this Agreement are intended to create, or be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purposes of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party is authorized to make any statements, representations, or commitments of any kind on behalf of the other party, without the written consent of the other party or as explicitly provided in this Agreement. GRANTEE is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

E) Assignment; Delegation; Subcontracting. GRANTEE has been selected to perform services under this Agreement based upon the qualifications and experience of GRANTEE's personnel. GRANTEE may not assign, delegate, or subcontract any portion of the rights and obligations under this Agreement without the prior written consent of FIRST 5.

- F) Staffing.** GRANTEE must ensure that appropriately trained, competent staff are assigned to the Program. GRANTEE is responsible for properly training staff assigned to the Program to ensure the continuity and level of service. GRANTEE shall also ensure that its staff maintain any licenses or certifications necessary to provide the services under this Agreement.
- G) Indemnity. For public entity Grantees.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code 895.6, or any other statute, regulation or rule, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead FIRST 5 and GRANTEE (Other Public Entity) agree to the following:
- 1) **Claims arising from sole acts or omissions of FIRST 5.** FIRST 5 agrees to defend and indemnify the GRANTEE, its agents, officers and employees, (referred to as GRANTEE) from any claim, action or proceeding against the GRANTEE, arising solely out of the acts or omissions of FIRST 5 in the performance of this Agreement. At its sole discretion, GRANTEE may participate at its own expense in the defense of any claim, action or proceeding, but such participation does not relieve FIRST 5 of any obligation imposed by this Agreement. GRANTEE must notify FIRST 5 promptly of any claim, action or proceeding and fully cooperate in the defense.
 - 2) **Claims arising from sole acts or omissions of GRANTEE.** GRANTEE agrees to defend and indemnify FIRST 5, its agents, employees and representatives (known as FIRST 5) from any claim, action, or proceeding against FIRST 5, arising solely out of the acts or omissions of the GRANTEE, in the performance of this Agreement. At its sole discretion, FIRST 5 may participate at its own expense in the defense of any claim, action or proceeding, but such participation does not relieve the GRANTEE of any obligation imposed by this Agreement. FIRST 5 must notify the GRANTEE promptly of any claim, action or proceeding and cooperate fully in the defense.
 - 3) **Claims arising from concurrent acts or omissions.** FIRST 5 agrees to defend itself and GRANTEE agrees to defend itself, from any claim, action, or proceeding arising out of the acts or omissions of FIRST 5 and GRANTEE. In such cases, FIRST 5 and GRANTEE agree to retain their own legal counsel and bear their own defense costs, and waive their right to seek reimbursement of such costs from one another except as provided in Section X.G.5.
 - 4) **Joint defense.** Notwithstanding Section X.G.3 above, when FIRST 5 and GRANTEE agree in writing to a joint defense, FIRST 5 and GRANTEE may appoint a joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of FIRST 5 and the GRANTEE. FIRST 5 and the GRANTEE agree to share costs of such a joint defense and agreed settlement or resolution in equal amounts, except as provided in Section X.G.5 below. FIRST 5 and the GRANTEE further agree that neither party may bind the other to any settlement or resolution without written consent from both FIRST 5 and the GRANTEE.
 - 5) **Reimbursements and or Reallocation.** In the event that a court or agreed third party arbitrator determines the comparative fault of the parties, FIRST 5 and GRANTEE may seek reimbursement based upon the comparative fault allocation or determination.
- H) Insurance.** Without limiting the indemnification of FIRST 5 under this Agreement, GRANTEE will maintain or cause to be maintained the following insurance coverage: (1) a policy of commercial general liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, (2) a policy of worker's compensation providing statutory coverage, and (3) liability insurance for licensed professionals and other insurance as necessary to insure it against any claim for damages

arising under this Agreement, errors, and omissions. A program of self-insurance may satisfy the requirements of this provision when the GRANTEE is a public entity.

Within fifteen (15) business days after execution of this Agreement, GRANTEE must provide a Certificate of Insurance certifying required coverage has been obtained or is in full force at the commencement of the term of the Agreement. Insurance afforded by the commercial general liability policy will be endorsed to provide coverage to FIRST 5 as an additional insured.

GRANTEE will immediately notify FIRST 5 of any change in insurance coverage during the term of the Agreement. Public entities (county departments, cities, school districts, etc.) are exempt from this requirement.

- I) Subcontracts.** FIRST 5 must approve all subcontracts prior to their execution, unless subcontractor is already specified as an approved service provider in the attached Exhibit A.
- 1) All subcontracts must be in writing using language approved by FIRST 5 and approved by FIRST 5 prior to execution. Once fully executed, subcontracts must be provided to FIRST 5 within 15 days.
 - 2) All subcontracts must require that all the terms and conditions of this Agreement apply to the subcontractor.
 - 3) No payment to reimburse costs incurred by a subcontractor will be made under this Agreement unless all subcontracts are approved by FIRST 5 and signed copies have been given to FIRST 5.
 - 4) No subcontract will alter in any way any legal responsibility of GRANTEE to provide services under this Agreement.
 - 5) GRANTEE will monitor subcontractors on a regular basis in accordance with FIRST 5 monitoring procedures to ensure compliance with the terms and conditions of this Agreement and all related reporting requirements. GRANTEE will provide records of the subcontractors' compliance as requested by FIRST 5.
 - 6) GRANTEE assures that the subcontractor(s) maintains current licensure and indemnity insurance appropriate for obligations undertaken by subcontractor(s) and will provide copies of such to FIRST 5 upon request.
 - 7) All subcontractors will be paid by GRANTEE on a cost reimbursement basis.
 - 8) GRANTEE will provide FIRST 5 with records of reimbursement to subcontractor(s) for obligations incurred under subcontract upon request. The amount of reimbursement funded by FIRST 5 is not to exceed the amounts itemized on Exhibit B of this Agreement.
 - 9) FIRST 5 has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.
- J) Conflicts of Interest.** GRANTEE shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by FIRST 5.

In accepting this Agreement, GRANTEE covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. GRANTEE further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. GRANTEE, including but not limited to GRANTEE's employees and

subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

- K) Healthy Food and Beverage Guidelines.** FIRST 5 Santa Clara County strives to promote health and wellness by being a role model to promote healthy food and beverages. All grantees or subcontractors of FIRST 5 Santa Clara County are expected to be a role-model for their own staff and the families they serve by adhering to the FIRST 5 Santa Clara County Healthy Food and Beverage Guidelines for Funded Organizations (Exhibit G) when purchasing foods or beverages with FIRST 5 Santa Clara County funding or serving foods and beverages at FIRST 5 Santa Clara County affiliated, sponsored or funded meetings, programs, activities, events or celebrations.
- L) Nondiscrimination.** GRANTEE shall not discriminate against any subcontractor, employee, or applicant for employment, or in the provision of services, because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall GRANTEE discriminate in the provision of services because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- M) Religious Activities.** There will be no religious worship or instruction in connection with the performance of this Agreement. GRANTEE will accommodate children of all faiths who desire to express their religious beliefs. Expenditures of FIRST 5 funds for religious services or practices are prohibited.
- N) Cultural Diversity.** GRANTEE agrees to serve children and families from all cultures, GRANTEE shall adhere to the "Principles on Equity" (Exhibit E), which define diversity to be inclusive of children prenatal to five years of age and their families, regardless of immigration status, who: are from different ethnic, linguistic, cultural, socio-economic, religious, geographical and/or other historically or currently under-served communities, or have disabilities and other special needs.
- O) Confidentiality.** FIRST 5 and GRANTEE agree to maintain confidentiality of all information and records regarding program participants and their families obtained in the course of providing services, in compliance with federal and state law. GRANTEE will notify FIRST 5 of any requests for confidential information.
- P) Legal Requirements.** GRANTEE must comply with all applicable federal, state, and local laws, rules, regulations, and policies relating to its performance under the Agreement. GRANTEE will also obtain and maintain, and ensure that any individuals performing services under the Agreement obtain and maintain, all licenses and permits appropriate to its proper and effective performance of this Agreement prior to the date of commencement and throughout the term of this Agreement.
- Q) Amendments.** FIRST 5 and GRANTEE may modify this Agreement only by a written amendment signed by the parties.
- R) Documents and Records.** GRANTEE will maintain complete and accurate records of the work funded by this Agreement, including records required by FIRST 5. Records are to include but are not limited to financial records, supporting employment documentation, client

statistical records, and all other records related to the GRANTEE's performance under this Agreement.

- 1) GRANTEE must maintain records verifying and report that all employees and volunteers interacting with children and families through this Agreement have completed Live Scan criminal history background checks and any additional screening as required by law.
- 2) GRANTEE agrees to permit FIRST 5 or designated representative and/or any authorized County or State Agency to audit, inspect, review, and copy all records, notes, recordings, and writings of any kind in connection with the services provided by GRANTEE under this Agreement to the extent permitted by law. All such inspection and copying shall occur during normal business hours and shall be allowed within ten business days of a written request by FIRST 5. Within ten business days of a request, GRANTEE will supply copies of requested documentation to FIRST 5.
- 3) All records, books, reports and documentation must be retained by GRANTEE for three (3) years after termination of this Agreement or until all federal, state and FIRST 5 audits are completed, or until all disputes, litigations or claims are resolved, whichever is later.

S) California Public Records Act. FIRST 5 is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If GRANTEE's proprietary information is contained in documents or information submitted to FIRST 5, and GRANTEE claims that such information falls within one or more CPRA exemptions, GRANTEE must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, FIRST 5 will make best efforts to provide notice to GRANTEE prior to such disclosure. If GRANTEE contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before FIRST 5 is required to respond to the CPRA request. If GRANTEE fails to obtain such remedy within the timeframe FIRST 5 is required to respond to the CPRA request, FIRST 5 may disclose the requested information.

T) Third Party Beneficiaries. This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

U) Severability. If any provision of this Agreement is found by a court to be void, invalid or unenforceable, this Agreement will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Agreement.

V) Governing Law. This Agreement is executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California. Venue for any legal action regarding this Agreement will be in Santa Clara County.

W) Contract Execution. Unless otherwise prohibited by law or policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by FIRST 5.

X) Waiver. No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted

by a party must be expressly stated in writing and apply to the specific instance.

- Y) Third Party Requirements.** Third party funds may underwrite the contract services and may result in additional contract requirements to ensure compliance with the funder. These additional provisions may be added to the contract requirements included herein.

- Z) Entire Agreement.** This document represents the entire Agreement between the parties with respect to the subject matter. No other understanding, oral or otherwise, regarding this Agreement will be deemed to bind the parties to this Agreement.

EXHIBIT A

Agreement between FIRST 5 Santa Clara County and City of San José, San José Public Library
 Contract Number: 2022-170-002
 Scope of Work

FIRST 5 State Result Area	Community and Family Engagement
FIRST 5 Priority Area	Family Strengthening and Support
Program Name	Bridge Library Services
Program Description	
<p>The City of San José San, José Public Library Public Library (SJPL) will provide access to library resources in the underserved neighborhoods in San José, as a way to “bridge’ branch libraries and families to increase access to the full range of library services offered by SJPL system. The SJPL will achieve its Early Education strategic goal areas through the following:</p> <ul style="list-style-type: none"> ▪ Increase community awareness of the Library’s early learning resources, with special emphasis on reaching out to at-risk populations. ▪ Provide children, families, and educators with access to high-quality children’s materials, early education resources, family events, and early learning environments. ▪ Provide creative opportunities to increase families’ access to their neighborhood branch library and library resources. ▪ Promote the importance of family, early literacy, and work to address the digital divide. <p>SJPL Bridge Library Services is in alignment with and supports the vision, mission, and goals of FIRST 5, as outlined in Exhibit H, FIRST 5 Santa Clara County 2018-2023 Strategic Plan.</p>	

M#	Performance Measure				
1	Maintain qualified staff required to provide program services.				
T#	Performance Measure Subtask Description	Staff Assigned	Data Source and Quantity	Start Date	Target Date
1a	Identify Family Literacy Support Staff to provide direct services to the Bridge Library/Family Resource Centers.	Library Staff	A/NA	7/01/21	6/30/22

EXHIBIT A

M#	Performance Measure				
2	Develop and maintain San Jose Public Library Bridge Services at FIRST 5 Family Resource Centers (FRCs).				
T#	Performance Measure Subtask Description	Staff Assigned	Data Source and Quantity	Start Date	Target Date
2a	<p>Manage and maintain SJPL Bridge Collection at 5 FIRST 5 FRCs (i.e., Educare, Evergreen, César Chávez, AACSA, Cureton, Roots, Sherman Oaks, Dahl, ICAN, Shirakawa and Ben Painter) by ensuring book circulation and materials are refreshed on a regular basis to replenish shelves and reinvigorate interest. Library staff will provide a wide range of materials for families with young children and ensure that books meet the interests of the community.</p> <p>SJPL Bridge Collection will:</p> <ul style="list-style-type: none"> ▪ Provide a barrier-free borrowing experience for families. ▪ Provide families the opportunity to borrow using the “honor system”, that does not require library card nor accrue late fee/lost item charges. ▪ Provide a large selection of books that are both language and age appropriate. 	Library staff	A/NA	7/01/21	6/30/22
2b	<p>SJPL will work collaboratively with FIRST 5 to expand the Bridge Library model to 2 new locations. Sites being considered for FY 21/22 are the Child Advocacy Center and Valley Palms. Once installed, library staff will ensure Bridge Library books represent the needs of the community, and bookshelves are refreshed on a regular basis to reinvigorate interest.</p> <p>SJPL Bridge will:</p> <ul style="list-style-type: none"> ▪ Provide a barrier-free borrowing experience for families. ▪ Provide families the opportunity to borrow using the “honor system”, that does not require library card nor accrue late fee/lost item charges. ▪ Provide a large selection of books that are both language and age appropriate. 	Library staff	A/NA	7/01/21	6/30/22

EXHIBIT A

2c	<p>Schedule and provide Storytime and enrichment activities, virtually and or in-person, for families and their children at FIRST 5 Family Resource Centers, within the city of San Jose. Activities may include Storytime, stay and play, early literacy at home, library resources, digital literacy, etc.</p> <ul style="list-style-type: none"> ▪ On a monthly basis at non-Bridge Library locations ▪ Two times a month at Bridge Library location 	Library Staff and Support Staff	A/NA	7/01/21	6/30/22
2d	<p>SJPL staff will collaborate with FRC staff to conduct onsite and neighborhood outreach activities, and inform families, partners, and community of the following:</p> <ul style="list-style-type: none"> ▪ Promote SJPL resources and programming that are available at all the branch libraries. ▪ Register families for new San Jose Public Library cards and help connect families to SJPL branches. ▪ Inform families, partners, and community members about resources and activities provided through the Bridge Libraries. ▪ Provide giveaway books for families to add to their home libraries. 	Library Staff	A/NA	7/01/21	6/30/22
2e	<p>SJPL staff will collaborate with FIRST 5 and FRC staff to ensure all branch library staff are knowledgeable of the programs, activities, and resources available for families and community partners through the FIRST 5 System of Care and FRCs.</p> <ul style="list-style-type: none"> ▪ Assist in connecting FRC and branch library staff to cross-refer and connect families to address identified needs. ▪ Identify opportunities to co-host events, and promote respective programs, activities, and resources. 	Library Staff	A/NA	7/01/21	6/30/22
2f	<p>SJPL staff will collaborate with FIRST 5 to identify opportunities to provide professional development opportunities for FRC and other partners on literacy related topics, as well as share information about online resources available through the library system.</p>	Library Staff	A/NA	7/01/21	6/30/22

EXHIBIT A

2g	<p>SJPL will work collaboratively with FIRST 5 SCC and the FRC to identify need for connectivity and devices in FRC neighborhoods and work in partnership to address the Digital Divide.</p> <p>SJPL will assess and work with each FRC to determine their individual digital device needs, and address these accordingly.</p> <ul style="list-style-type: none"> ▪ Bridge Library sites will be individually analyzed for digital needs and demands. 	Library Staff and Support Staff	A/NA	7/01/21	6/30/22
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#	Performance Measure				
3	Align outreach strategies with FIRST 5’s communication plan to promote healthy childhood development and early/family literacy for children prenatal through age 5 in Santa Clara County.				
T#	Performance Measure Subtask Description	Staff Assigned	Data Source and Quantity	Start Date	Target Date
3a	<p>The following communications activities will be conducted:</p> <p>For all collateral and promotional material created by partner agency, including but not limited to, program brochure, annual report, event and non-event flyers, email blast, newsletter, ads for radio, television, newspaper, magazine and internet banners, acknowledgement of FIRST 5 as a funder will be highlighted with the FIRST 5 logo and the following statement: “Funded by FIRST 5 Santa Clara County.”</p> <p>For all collateral and promotional material created by partner agency, adhere to Media Kit for FIRST Santa Clara County specified in Exhibit F.</p> <p>At all events organized by agency, including fundraising events, FIRST 5 will be acknowledged in the collateral materials as a funder of the agency. FIRST 5 also have an option to host a resource table and banner, if appropriate.</p> <p>Disseminate FIRST 5 collateral material on a regular basis.</p> <p>Provide FIRST 5 the opportunity to review and provide input on all marketing materials related to FIRST 5’s funding before printing and/or distribution. Recommend 3-5 days for approval.</p>	Library staff	A/NA	7/01/21	6/30/22

EXHIBIT A

	Include FIRST 5 Communications staff and Contracts Staff on mailing lists for agency newsletters and all promotional material related to FIRST 5 funded programs.				
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M#	Performance Measure				
4	Adhere to the FIRST 5 Santa Clara County Healthy Foods and Beverages Guidelines for Funded Organizations.				
T#	Performance Measure Subtask Description	Staff Assigned	Data Source and Quantity	Start Date	Target Date
4a	As specified in Exhibit G, grantees will adhere to the guidelines when purchasing foods or beverages with FIRST 5 Santa Clara County funding or serving foods and beverages at FIRST 5 Santa Clara County affiliated, sponsored or funded meetings, programs, activities, events or celebrations. Evidence of adherence to guidelines will be submitted with monthly invoicing source documentation. Only food and beverage purchases that fall within the guidelines will be approved for payment.	Library Staff	A/NA	7/01/21	6/30/22

M#	Performance Measure				
5	Meet all contract fiscal, reporting, monitoring, and evaluation requirements.				
T#	Performance Measure Subtask Description	Staff Assigned	Data Source and Quantity	Start Date	Target Date
5a	Fiscal Requirements: <ul style="list-style-type: none"> - As specified in the boilerplate, submit complete monthly invoices to FIRST 5 for payment. - Prepare and maintain accurate financial records. Coordinate the timely submission of financial data for year-end close.	Manager	Invoice, Source documentation, Reports via FIRST 5 Database	7/01/21	6/30/22
5b	Adhere to requirements and submission guidelines specified in Exhibit C Evaluation Requirements.	Manager	Reports via FIRST 5 Database	7/01/21	6/30/22

Budget



Grantee/Vendor **City of San José, San José Public Library**
 Program Name **Bridge Library Services**
 Contract Number **2022-170-002**
 Fiscal Yr **2021/2022**

Line Item	Amount	Narrative
I. Personnel		
N/A	\$ -	n/a
Total Personnel	\$ -	
II. Other Expenses		
(1) Program Supplies	\$ 22,500	Start-Up Costs for 3 new Bridge locations:books & materials (\$3,000 x 3); Plexiglass Dividers for Computer 1:1 Assistance (\$3,000), Replacement costs for updates to existing Bridge Library locations (\$6,000); Family Literacy Programming (\$4,500)
(2) Equipment / Technology	\$ 13,990	Digital Inclusion Equipment (Needs will vary from location to location. Analysis will be conducted prior to purchases.
(3) Professional Services	\$ 9,500	Family Literacy Programming (\$9,500)
(4) Equipment / Furniture	\$ 27,000	Furniture for New Bridge Library sites cost of materials, delivery & installation (\$7,500 x 3 sites), Replacement furnituew for existing Bridge Library locations (\$4,500)
Total Other Expenses	\$ 72,990	
Total Grant Expenses	\$ 72,990	
Match ¹	\$ 163,007	In-Kind staffing for: FRC Programming and Support: 924 hrs. (\$64,088.64); Computer and Digital Literacy Training 143 hrs. (\$9,918.48); One-One Technical Computer Assistance 528 hrs. (\$36,622.08); Collection Development (\$5,000.00); program material (\$6,000.00); Hotspots & 1-year wifi service x 250 (\$78,000.00)
Grand Total	\$ 235,997	

¹Please include in-kind - non-cash contributions (which directly benefit a project) by the grantee or another party other than the funder (volunteer services, equipment use, facilities use, staff time or other resources, as distinguishable from a monetary grant) - and cash - monetary grants from third party funders.



EVALUATION REQUIREMENTS

Contract Number	2022-170-002
Grantee	City of San José, San José Public Library
Program Name	Bridge Library Services
Fiscal Year(s)	2021-22

DATA COLLECTION REQUIREMENTS: FIRST 5 EXPECTED OUTPUTS AND OUTCOMES

This section includes the indicators that FIRST 5 expects to have measured in this contract. These indicators reflect the intended efforts and outcomes of this contract, and are aligned with FIRST 5’s strategic plan as well as indicators in other similar FIRST 5 contracts. These indicators will be the basis for reporting to FIRST 5. The indicators may be updated as needed based on agreement between contractor, FIRST 5 and its evaluator.

COMPONENT	INDICATOR/ METRIC	DATA SOURCE	ENTERED IN PERSIMMONY (Y/N)	GRANTEE PERFORMANCE MEASURE in PERSIMMONY (Y/N)
Bridge Library	Number of children participating in events, by site	Bridge Library records	Yes	Yes
	Educare			
	Evergeen			
	Chavez			
	AACSA			
	Cureton			
	Roots			
	Sherman Oaks			
	Dahl			
	Hubbard			
	ICAN			
	Ben Painter			
	Shirakawa			
	Number of adults participating in events, by site	Bridge Library records	Yes	Yes
	Educare			
	Evergeen			
	Chavez			
	AACSA			
	Cureton			
	Roots			
Sherman Oaks				
Dahl				
Hubbard				
ICAN				

COMPONENT	INDICATOR/ METRIC	DATA SOURCE	ENTERED IN PERSIMMONY (Y/N)	GRANTEE PERFORMANCE MEASURE in PERSIMMONY (Y/N)
	Ben Painter			
	Shirakawa			
	Number of families who sign up for a library card	Bridge Library records	Yes	Yes

REPORTING REQUIREMENTS

Reports are due 30 days after the close of each reporting period and are submitted electronically via the FIRST 5 Database (Persimmony). If due dates fall on a holiday or weekend day, reports are due by the following business day. In accordance to terms and conditions of this Agreement, payments may be withheld if reports are not submitted as described in this Agreement.

REPORT	DESCRIPTION	DATA SUBMISSION	DUE DATE
Standard Requirements for all FIRST 5 Contractors			
Program Dashboard Report	The Program Dashboard is an at-a-glance summary of selected indicators in the above Expected Outputs and Outcomes section. The dashboard enables both the contractor and FIRST 5 to see the status each quarter on essential indicators, and use these data to make programmatic corrections as needed. Your dashboard indicator data are in the FIRST 5 Database (Persimmony).	FIRST 5 Database (Persimmony)	<u>Quarterly</u> 10/31/21 1/31/22 4/30/22 7/31/22
Program Narrative Report (PNR)	The Program Narrative Report enables the contractor to provide a brief summary each quarter of implementation successes, challenges, and adjustments or improvements for the upcoming quarter. The PNR shall be input each quarter into the FIRST 5 Database (Persimmony).	FIRST 5 Database (Persimmony)	<u>Quarterly</u> 10/31/21 1/31/22 4/30/22 7/31/22
Success Story	The Success Story provides a narrative about families who have been positively impacted by FIRST 5 services. A success story may be utilized for evaluation purposes as well as communication purposes. One success story will be submitted annually , into the FIRST 5 Database (Persimmony).	FIRST 5 Database (Persimmony)	<u>Annual</u> (Submit any time during the year)
Specific Requirements for this Contract			
Bridge Library Survey	A summary of the Bridge Library Survey data should be submitted to FIRST 5. This survey will measure families' digital literacy comfort, pre and post being given a Chrome Book. It will also measure the effectiveness of computer trainings and the potential impact this has had on the family use of the device. These surveys will be submitted per quarter, into the FIRST 5 Database (Persimmony).	FIRST 5 Database (Persimmony)	<u>Quarterly</u> 10/31/21 1/31/22 4/30/22 7/31/22

MONITORING REQUIREMENTS

Monitoring requirements are activities initiated by FIRST 5. They are designed to ensure the active communication of joint expectations between FIRST 5 staff and grantee, and provide opportunities for engagement and exchange of information. The grantee and FIRST 5 commit to the following monitoring activities:

- ▶ Program Review:

Program Review provides the opportunity for dialogue and feedback. A service review may be conducted to verify appropriate program services. The Fiscal

Review Questionnaire acknowledges understanding of fiscal processes and funding implications and responsibilities. Program Reviews occur in Quarter 3 of each fiscal year.

- ▶ Monthly Check in:
FIRST 5 staff and grantee will make contact via phone or in person to review and address program implementation and contractual issues.



GRANT AGREEMENT INVOICE REQUIREMENTS

Invoice Submission. GRANTEE will provide FIRST 5 with invoices via the FIRST 5 Electronic Database due within thirty (30) days after the end of each billing period. The invoice will indicate amount requested to be reimbursed by FIRST 5. Electronic submission of the invoice by the GRANTEE shall authorize and confirm the accuracy of reported expenditures in accordance with this Agreement.

Source Documentation. GRANTEE will submit documents verifying expenses, such as receipts and statements including but not limited to a copy of each subcontractor's invoice (subcontractor's invoice must include a line item expenditure report, as backup for payment) shall be included with each invoice. MAA documentation may be required, as applicable.

Payment terms. FIRST 5 will review invoices, verify adherence to Agreement requirements and services, and authorize payment to GRANTEE based upon claims submitted on a cost reimbursement basis, provided that GRANTEE is not in default under any provisions of this Agreement. Payment term is thirty (30) days upon receipt of complete invoice.

- a) Payments may be withheld if deliverables/reports are not submitted according to the schedule as described in this Agreement.
- b) FIRST 5 will not authorize payment if the amount claimed is not in accordance with the provisions of this Agreement.
- c) All payments under this Agreement shall be made directly to GRANTEE. Under no circumstances shall FIRST 5 be required to make payment in any amount pursuant to this Agreement to any other party, including an individual employee or creditor of GRANTEE.
- d) FIRST 5 is not required to reimburse GRANTEE for any expenditure not reported to FIRST 5 within sixty (60) calendar days after the term of the Agreement.
- e) Year-End Close Requirement. To facilitate FIRST 5's preparation of its financial statement in a timely manner, GRANTEE must submit an estimated or final invoice, identifying the total amount of grant funds expended for the annual term, July 1 to June 30, by July 15 of the following fiscal year.

Sample Invoice Detail

Santa Clara Client - Citrix Receiver

Clients - [Program: Training Program, Contract Number: , FY: 2018/2019]

Invoice From / To: 07/01/2018 07/31/2018 Status History: Created Tham Nguyen 7/5/2018 1:43:44 PM
 Created Tham Nguyen 7/5/2018 1:42:35 PM
 Created Tham Nguyen 7/5/2018 1:41:04 PM
 Created Tham Nguyen 7/5/2018 1:39:04 PM
 Created Tham Nguyen 7/5/2018 1:38:08 PM
 6 Records

Invoice Date / Number: 07/05/2018 763 763

Invoice Memo:

#	Type	Description	Annual Budget	Spent YTD	% Spent	Balance	Requested Amount	Memo	Paid Amount
1	Program Manager		\$0.00	\$0.00	0%	0.00			0.00
2	Community Worker		\$0.00	\$0.00	0%	0.00			0.00
3	Health Screener		\$0.00	\$0.00	0%	0.00			0.00
4	Payroll Taxes and Benefits		\$0.00	\$0.00	0%	0.00			0.00
5	Facilities Rent Utilities, Insura		\$0.00	\$0.00	0%	0.00			0.00
6	Administrative Program Supp		\$0.00	\$0.00	0%	0.00			0.00
7	Equipment >\$5000		\$0.00	\$0.00	0%	0.00			0.00
8	Equipment<\$5000.Maintenan		\$0.00	\$0.00	0%	0.00			0.00
9	Travel		\$0.00	\$0.00	0%	0.00			0.00
10	Subcontractor		\$0.00	\$0.00	0%	0.00			0.00
11	Misc: Livescan and TB Testin		\$0.00	\$0.00	0%	0.00			0.00
12	Administrative Overhead		\$0.00	\$0.00	0%	0.00			0.00

Invoice Total: \$0.00 \$0.00 #Num! 0.00 0.00 0.00

Commission Memo Documents Print Exit

Principles on Equity
ADVISORY COMMITTEE ON DIVERSITY
CALIFORNIA CHILDREN & FAMILIES COMMISSION
(Approved by the State Commission on October 18, 2001)

Recognizing significant gaps and disparities in the provision of services for children and their families and as observed in educational, health and other outcomes, the State Commissioners adopted a resolution in November, 1999, demonstrating its commitment and leadership towards taking proactive steps to ensure that California children and their families from diverse populations, including children with disabilities and other special needs, are an integral part of the planning and implementation of Proposition 10. By the following summer (July 2000), the State Commissioners had established the Advisory Committee on Diversity to serve as their policy advisors on issues related to diversity and equity. For Prop 10, diversity has been defined to be inclusive of children prenatal to five years of age, regardless of immigration status, who:

- Are from different ethnic, linguistic, cultural, socio-economic, religious, geographical and/or other historically or currently under-served communities; or
- Have disabilities and other special needs.

The Advisory Committee on Diversity is responsible for advising the State Commission in fulfilling its mission to adopt policies and practices that equitably provide California's children (prenatal to 5) from diverse backgrounds and abilities with accessible, family-friendly, culturally competent, quality early childhood services and programs designed to help them reach their full potential and prepare them for positive educational and life experiences. To achieve this vision, it is critical that parents and other caregivers of children from diverse backgrounds and with diverse abilities have meaningful roles in the planning, delivery and evaluation of Prop 10 initiatives. When historically marginalized groups have a voice in shaping the systems that affect the lives of their children, we can expect cutting-edge and powerful changes. The Advisory Committee on Diversity is confident that only through this increased level of involvement and system improvements will equity be achieved.

The Advisory Committee on Diversity determined at its second meeting (November 2000) that its work must begin with the development of Equity Principles, which were originally referred to as Diversity Principles. The State Commission is the primary audience for these Equity Principles; the principles will be used to guide their policy work and funding decisions. Additionally, the Equity Principles are intended for use by the CCFC staff and contractors. Although the Principles are not mandates, they can serve as guidelines to ensure that the programs and services established and supported by Prop 10 funds are both culturally and linguistically competent and inclusive in serving children with disabilities and other special needs.

The Committee also developed these Equity Principles with the local audience in mind and in response to the County Commissions' requests for support in this area. The Advisory Committee on Diversity feels strongly that the Equity Principles will be beneficial to the children and families served through local programs funded by the County Commissioners.

The Advisory Committee on Diversity firmly believes that through assuring improved programs and access for children and their families from diverse backgrounds and with diverse abilities, the services for all children in California will be better served. We offer these Principles to assist the

State Commission in fulfilling its commitment to all children and hope that others throughout California will also adopt them. There are four major components to the Diversity Principles:

1. Inclusive Governance and Participation
2. Access to Services
3. Legislative and Regulatory Mandates
4. Results-based Accountability

The Advisory Committee approved the Equity Principles on June 29, 2001. It is anticipated that the Committee will periodically review and update the Principles.

Inclusive Governance and Participation

Prop 10 recognizes that children develop within the context of their families and communities, and as such, it is essential that Prop 10 programs secure and obtain meaningful participation and input of the families and other caregivers of children from diverse backgrounds and with diverse abilities throughout all program development and implementation phases. Prop 10 programs should:

- Use culturally- and linguistically-appropriate outreach strategies, as well as approaches effective in reaching parents of children with disabilities and other special needs and parents who themselves may have disabilities;
- Assure that all diverse groups, particularly those who have been traditionally underrepresented
- Use community organizations, both formal and informal networks, and other communication vehicles that have been effective in reaching out to and serving diverse groups;
- Promote and support the development of emerging parent and community leaders; and
- Assure that families representing diverse groups participate equitably in the planning, delivery and evaluation of initiatives, which includes the grant criteria process, advisory groups and other committees.

Access to Services

To assure that children from diverse backgrounds and with diverse abilities have access to high quality and culturally competent early care and education/development opportunities as a critical means for achieving equity, Prop 10 funded programs should:

- Set measurable goals and objectives for increasing access and achieving equity;
- Use culturally and linguistically relevant methods of communication and community outreach, which include engaging, respected community persons to promote messages;
- Assure that programs provide access to information, resources and support regarding their child's development, including strengths and needs for all families;
- Conduct assessments that include assets, challenges, and gaps in communities and systems, as well as analyze disaggregated community demographic data

(ethnicity, disabilities, language, age, socio-economic status, literacy levels, underinsured/uninsured rates, etc.). Use these assessment and data to establish priority-desired results and to design program that will remove disparities and attain desired results;

- Provide information and support through culturally and linguistically responsive service providers and service providers who are knowledgeable about children with disabilities and other special needs and their families;
- Promote collaboration across disciplines, service delivery systems and communities. This includes implementation of a coordinated service delivery approach to young children, especially children with disabilities and other special needs and their families who are often served by a variety of agencies, programs, and service providers;
- Develop print, audio-visual, and electronic materials that are culturally and linguistically relevant for all communities served, are written at appropriate literacy levels, and are available for specialized populations (e.g., Braille, closed captioning);
- Schedule services in accordance with family needs and situations (work schedules, time of the year, language, transportation, etc.);
- Support programs that are individualized to address the cultural and linguistic diversity, as well as the range of ability levels and behavioral and learning styles that are representative of California's children and families;
- Ensure availability of adapted and specialized services and supports as needed to assure full participation for all children and their families. Individualization of services and supports for all families are critical to actively support a child's learning experiences in natural environments to the maximum extent appropriate;
- Demonstrate awareness of, and referrals to, services, resources and other supports available for children with disabilities and other special needs and their families;
- Demonstrate a commitment to promote a workforce that has skills, knowledge of, and reflective of the children and families being served, and a workforce that is knowledgeable about and supportive of children with disabilities and other special needs and their families;
- Demonstrate that staff who work with or on behalf of children and their families display a positive attitude about working with children with disabilities and special needs as well as children from culturally and linguistically diverse backgrounds; and
- Promote policies to assure training and technical assistance necessary to improve knowledge, attitudes and skills of all involved with the Commission and build their capacity to work within culturally and linguistically diverse communities, and serve as well as to work more effectively in serving the range of abilities, behavioral and learning styles that are representative of California's children.

Legislative and regulatory mandates

Agencies must adhere to all legislative, regulatory and accreditation mandates pertinent to the provision of services to children from diverse backgrounds and with diverse abilities. Prop 10 programs should:

- Embrace the spirit of the law;
- Demonstrate leadership in assuring that all staff receive training, are knowledgeable about pertinent legislative and legal mandates and have the skills and resources necessary to implement required modifications or enhancements to services or facilities;
- Inform parents of their rights and responsibilities as well as those of their children;
- Offer its services to all children and their families regardless of immigration status (California Children and Families Commission Resolution –June 24, 1999); and
- Be held accountable for their compliance with key laws and other related mandates, for example:
 - Title VI of the Civil Rights Act of 1964: requires linguistic access via qualified interpreters and translated materials at no cost to the individual;
 - Americans with Disabilities Act 1990 (ADA): prohibits discrimination on the basis of disability and promotes equal access, building modifications, hiring practices for persons with disabilities;
 - Language Access Laws i.e., Dymally-Alatorre Bilingual Services Act (CA); imposes direct obligations state/local governmental agencies to provide appropriate translation services for languages spoken by 5% or more of population served;
 - Individuals with Disabilities Education Act (IDEA) establishes special education and coordinated, family centered service delivery systems for children with disabilities from birth through age 5 through several programs e.g., California’s Early Start Program, California Department of Education’s Preschool Special Education Program; and
 - Executive Order 13166: issued on August 11, 2000 to provide meaningful access to Limited English Proficient (LEP) individuals to federally assisted and federally conducted programs and activities.

Results-based Accountability

Prop 10 programs will have well defined and meaningful outcomes that benefit children from diverse backgrounds and with diverse abilities and thus should:

- Commit to attaining their stated program outcomes realizing that their results are crucial to ongoing sustainability and advocacy;
- Allocate sufficient resources to support accountability and evaluation activities;
- Use program planners, evaluators and other experts who are knowledgeable about children’s differing abilities, and who are culturally competent in regards to the population(s) served in developing effective assessment and evaluation tools and methods;
- Conduct assessments that include assets, challenges, and gaps in communities and systems, as well as analyze community demographics

EXHIBIT E

- (ethnicity, disabilities, language, age, socio-economic status, etc.);
- Assess regularly its inclusive governance process and provide updates on the extent of the family involvement and engagement throughout all phases of program development (planning, implementation and evaluation);
- Use culturally and linguistically appropriate questions, instruments and other research methods to collect relevant data from the populations and communities served;
- Include questions on disabilities and other related issues in surveys and other evaluation and research tools/instruments;
- Collect and report disaggregated data (e.g., ethnicity, disabilities, language, age, socioeconomic status, etc.) describing children and families served and the achievement of access, equity and desired child/family results;
- Recognize that accountability and results are crucial to ongoing advocacy and sustainability; and
- Disseminate best practices and promising practices for the benefit of all children and their service providers throughout California.



Media Kit for
FIRST 5 Santa Clara County

The Media Kit for FIRST 5 Santa Clara County is available at the following website address:

www.first5kids.org/about-us/media-kit/



FIRST 5 Santa Clara County Healthy Food and Beverage Guidelines for Funded Organizations

FIRST 5 Santa Clara County strives to promote health and wellness by being a role model to promote healthy food and beverages. All grantees or subcontractors of FIRST 5 Santa Clara County are expected to be a role-model for their own staff and the families they serve by adhering to the following guidelines when **purchasing** foods or beverages with FIRST 5 Santa Clara County funding or **servicing** foods and beverages at FIRST 5 Santa Clara County affiliated, sponsored or funded meetings, programs, activities, events or celebrations.

- Food and beverages intended for FIRST 5 functions will provide variety, nutritional benefits and choices to employees and partners. Healthier food options will include fruits, vegetables, whole grain products, lean proteins, nonfat or low fat dairy products, reduced salt and sugar items and water.

Beverages must meet the following criteria:

Beverages for Adults

- Water will always be provided. Whenever possible, water will be served in pitchers rather than plastic bottles.
- 100% fruit juices with no added sugar, artificial flavors or colors (limited to a maximum of 8 ounces per container)
- Plain, non-flavored, non-fat, 1% or 2% milk
- Unsweetened and unflavored plant-derived beverages (i.e. rice, almond, soy, etc.)
- Artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (i.e. teas, electrolyte replacements)
- Other non-caloric beverages, such as coffee, tea, and diet soda

FIRST 5 maintains the health of children as a priority. Towards this effort, FIRST 5 will adhere to the following beverage and snacks/food guidelines for children who are attending FIRST 5 programs, activities and/or events.

Beverages for Children

- Water will always be provided. Whenever possible, water will be served in pitchers rather than plastic bottles.
- Alternative beverages for children may include healthy alternatives, including but not limited to:
 - Plain, non-flavored, non-fat or 1% milk
 - Flavored or unflavored carbonated water without sweeteners
 - Whole fruit slices in water may be considered in place of 100% fruit juice or sweetened punch
- No sugar sweetened beverages (i.e. juice pouches, juice boxes, Sunny Delight, Tampico, lemonade with sugar, fruit punch, sports drinks, soda, diet soda or other beverages that contain sugar) or 100% fruit juice will be served to children.

EXHIBIT G

Foods must meet the following criteria and shall contain:

- No more than 35% calories from fat with the exception of nuts and seeds (snack mixes and other foods with nuts and seeds shall meet the 35% standard);
- No more than 10% calories from saturated fat;
- No trans-fats added during processing (hydrogenated oils and partially hydrogenated oils);
- No more than 35 percent total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not been processed with added sweeteners and fats;
- No more than 360 mg. of sodium per serving; and
- Age-appropriate portion sizes for children.

Whole grain foods with no added sugar will be served. These may include but are not limited to barley; brown rice; buckwheat; bulgur/cracked wheat; millet; oatmeal; popcorn; whole wheat bread; pasta or crackers; and wild rice. Snacks and foods are determined to contain whole grain through package and label inspection. "Whole" shall be labeled on packaging and whole grain shall be listed as a primary ingredient.

Packaged and processed foods with many additives and preservatives (i.e. Goldfish crackers) are not acceptable.

Any kind of fruit, vegetable, whole grain breads/rolls and low-fat/low-sugar yogurt are acceptable foods for FIRST 5 funded meetings, events and activities.

Samples of foods that may meet the above nutritional guidelines.

Whole Grains/Whole Wheat	Low-Fat Dairy	Fruits/Vegetables
Pretzels	Cheese sticks	Apples
English Muffins	Yogurt	Bananas
Light popcorn	Cottage cheese	Peaches
Tortillas		Oranges/Cuties
Rice Cakes		Applesauce (no sugar added)
Crackers		Fruit and nut trail mix
Bagels		Apple chips
Bread		Dried fruit
Pita bread		Carrots
Waffles		Celery
Granola bars		Broccoli
Cereals		Raisins
		Grapes
		Blueberries



FIRST 5 Santa Clara County Strategic Plan

FIRST 5 Santa Clara County Strategic Plan is available at the following website address:

<https://www.first5kids.org/who-we-are/reports-publications/>

CONSUMER DISCLOSURE

From time to time, FIRST 5 Santa Clara County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact FIRST 5 Santa Clara County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: arielle@first5kids.org

To advise FIRST 5 Santa Clara County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at arielle@first5kids.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from FIRST 5 Santa Clara County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to arielle@first5kids.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with FIRST 5 Santa Clara County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to arielle@first5kids.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify FIRST 5 Santa Clara County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by FIRST 5 Santa Clara County during the course of my relationship with you.

REQUEST FOR INSURANCE SPECIFICATIONS FOR CONTRACTS

Instructions: Complete the form and submit to the Risk Management Inbox (Riskmgmt@sanjoseca.gov).

DATE: 12/1/21

Requesting Department Library	Division Administration
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Department Contact	Luz Mejia
Phone	(408)808-2197
Email	luz.mejia@sjlibrary.org

CONTRACT INFORMATION

Contract Value or Budget \$ 72,900.00	Contracting Company Name First 5 of Santa Clara County
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Please provide a concise description of the nature of the engagement for which the Department is requesting insurance specifications (e.g. scope of services, budget, etc.). *

**The information must be summarized and easily understood; do not simply direct Risk Management to review a separate lengthy document with instructions to "see attached."*

FIRST 5 Santa County will fund the City of San José, San José Public Library (SJPL) to provide access to library resources in the underserved neighborhoods in San José. The library envisions this initiative as a way to provide a bridge between families and the full range of library services offered at SJPL locations.

Check One: RFP Negotiated Contract Purchase Order

Has there been a similar contract before? Yes* No

**If yes, please provide documentation such as right of entry or grant agreement*

Is this contract tied to a separate agreement? Yes* No

**If yes, do the contract insurance requirements need to be passed on to the contractor?* Yes* No N/A

**If yes, please provide documentation*

FOR RISK MANAGEMENT USE ONLY

Insurance Required? Yes (see attached) No

Comments:

Language in Section X. H) of the .pdf document entitled 'First 5 Bridge Library Agreement Final.pdf' is acceptable to delineate a Self-Insurance Letter is sufficient documentation of City's self-insurance program.

AH

Amber Hatfield
12-6-21

October 3, 2021

Attn: Lee Bangphraxay
4000 Moorpark Avenue
Suite 200
San Jose, CA 95117

Re: Statement of City of San Jose Self-Insurance for the City of San Jose to provide access to library resources to the First 5 of Santa Clara County

To Lee Bangphraxay:

The City of San José is self-insured covering third party claims arising out of its general operations (by way of example, commercial general liability and automobile liability insurance). Further, the City is self-insured covering workers' compensation claims and has received the necessary consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the City appropriates funds specifically for the purposes of satisfying valid third-party and workers' compensation claims, which may potentially be brought against the City. Information concerning these appropriations is a matter of public record and can be obtained from visiting the following website <https://www.sanjoseca.gov/your-government/departments-offices/office-of-the-city-manager/budget/budget-documents>.

Should you need any additional information regarding this letter, please feel free to direct those inquires through the Risk Management Office.

Sincerely,

By *Mina Kim*
Mina Kim
Risk Management

Memorandum

TO: Sarah Zarate
Director
City Manager's Office

FROM: Jill Bourne
City Librarian

SUBJECT: Approval of Retroactivity

DATE: December 2, 2021

Approved

Sarah Zarate

Date

12/3/21

SUBJECT: APPROVAL OF RETROACTIVITY IN THE AGREEMENT FOR THE BRIDGE LIBRARY PROGRAM WITH FIRST 5 OF SANTA CLARA COUNTY

In June 2013, the City Auditor released an audit report entitled "Consulting Agreements: Better Enforcement of Procurement Rules, Monitoring, and Transparency is Needed." (City Audit Report No. 13-06.) Recommendation No. 4 (Audit Report pages 16-17) involves limiting retroactive agreements to situations where contract execution is in process. The audit report states that when a City employee informally authorizes work before execution of the agreement, the employee commits City funds not within his/her authority to commit.

The Library Department is seeking authorization for the retroactive grant agreement with FIRST 5 of Santa Clara County in funding the City of San Jose Public Library for access to library resources in the underserved neighborhoods in San Jose.

The justification for the request detailed below that are to include a retroactivity provision is that the agreements were:

- Its execution was already in process when the services started.
- The services responded to an *immediate* threat to public health, safety, or property.
- The manner of compensation doesn't involve a commitment of City funds.
- The consultant/contractor provided a letter stating that the City isn't obligated to pay for any services it provided if the contract/amendment isn't executed.
- Starting services protected or advanced the following significant City interest:
Accessibility to library resources in the underserved neighborhoods in San Jose

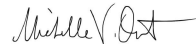
December 2, 2021

Subject: First 5 of Santa Clara County

Page 2

The Library Department understands that retroactive agreements are to be avoided. However, in this instance, discussions between the Library and FIRST 5 of Santa Clara County were required to identify a Family Literacy Support Staff to provide direct services to the Bridge Library/Family Resource Centers. Planning was also needed to expand the Bridge Library model to 2 new locations. Start date of the agreement will coincide with the Fiscal Year Budget appropriation.

The Library requests an exception be made and the agreement detailed in this memorandum be allowed to proceed. The Library acknowledges the process was out of City contract compliance and will monitor future agreements to prevent this oversight in the future.



JILL BOURNE
City Librarian

For questions please contact Araceli Delgado-Ortiz, Early Education Services Manager at (408) 808-2617.

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

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

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

Type of Document: Select one



Type of Contract: Select one



REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667315-000

Contractor: First 5 of Santa Clara County (Bridge Library)

Address: 4000 Moorpark Avenue, Suite 200 San Jose CA 95117

Phone: (408)260-3777

Email: Lee.Bangphraxay@First5kids.org

Contract Description: First 5 SCC will fund the City to provide access to library resources in the underserved neighborhoods in San Jose, a bridge between families and library services offered at SJPL locations

Term Start Date: July 1, 2021 Term End Date: June 30, 2022 Extension: No

Method of Procurement: N/A RFB, RFP or RFQ No.: _____ Date Conducted: _____

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

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: \$72,990 Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____ Updated Contract Amount: _____

Fund/Appropriation: 001/2431

Form 700 Required: No Revenue Agreement: No

Business Tax Certificate No.: County Expiration Date: _____

Department: Library (72)



Department Contact Name/Phone: Luz Mejia/808-2197

Notes:

Department Director Signature: Andrea G. Maestre _____ Date

Office of the City Manager Signature: Jessica Lowry _____ Date
12/09/21

Certificate Of Completion

Envelope Id: 9CD32BA8547C4B538ED75313736CD6DB

Status: Completed

Subject: Please DocuSign: Routing SJPL 2022-170-002_City of San Jose Library Bridge Services

Source Envelope:

Document Pages: 37

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Lee Bangphraxay

AutoNav: Enabled

lee.bangphraxay@first5kids.org

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Lee Bangphraxay

Location: DocuSign

12/1/2021 2:17:40 PM

lee.bangphraxay@first5kids.org

Signer Events

Patricia Gardner

Patricia.Gardner@FIRST5KIDS.ORG

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

 5424A458B25A444...

Signature Adoption: Pre-selected Style

Timestamp

Sent: 12/1/2021 2:41:54 PM

Viewed: 12/1/2021 2:46:33 PM

Signed: 12/1/2021 2:46:49 PM

Electronic Record and Signature Disclosure:

Accepted: 12/1/2021 2:46:33 PM

ID: a01e5ec2-934c-41ab-b585-f7ebcb6c3e67

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/1/2021 2:41:54 PM

Certified Delivered

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12/1/2021 2:46:33 PM

Signing Complete

Security Checked

12/1/2021 2:46:49 PM

Completed

Security Checked

12/1/2021 2:46:49 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**