

DISTRICT 06 GRANT AGREEMENT

This Agreement is made and entered into this 26th day of October, 2021 by and between the CITY OF SAN JOSE, a municipal corporation ("City") and San Jose Public Library Foundation ("Grantee").

Grantee is a non-profit corporation registered with the State of California
unincorporated association political subdivision of the State of California Other. If
Other, please explain:

SECTION 1. GRANT AWARD

- A. Upon full execution of this Agreement, City agrees to pay to Grantee a grant award in the amount of \$3,000 ("Grant Award").
- B. Grantee shall spend the Grant Award only for the purposes specified below (the "Grant Project").

To support revenue loss from the closure of city libraries and the ability for the Friends of the Library to host book sales which supports community programs in the city library branch.

SECTION 2. TERM OF AGREEMENT

- A. The term of this Agreement shall commence on the date of execution by City and shall expire on the 31st Day of December, 2021, unless sooner terminated in accordance with the terms of this Agreement.
- B. If Grantee fails to use the Grant Award as specified herein, the City Clerk may terminate this Agreement upon seven (7) days' written notice to Grantee. No later than sixty (60) days after Grantee's receipt of the City's termination notice, Grantee shall refund the unused grant amount to the City; except that Grantee shall have no obligation to refund to City any portion of the Grant Award that was expended in accordance with the terms of this Agreement.
- C. Grantee shall not expend any portion of the funds provided under this Agreement ("Grant Award") to inhibit or promote religion and the Grant Services funded by the Grant Award must not be used to convey a religious message. Any portion of the Grant Award used in contradiction to the provisions of this SECTION, shall be deemed a disallowed cost.
 - C. Grantee shall not expend any portion of the Grant Award for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

SECTION 3. ACCOUNTING/AUDIT

- A. Grantee shall maintain proper accounting records in accordance with generally accepted accounting principles. All financial documents and transactions associated with this grant shall be available to the City for inspection, copying, and audit purposes during regular business hours.
- B. Grantee further agrees that such right of City to examine or audit shall continue for three (3) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. Grantee shall preserve and make available its records (1) until the expiration of three years from the date of expiration or sooner termination of this Agreement, or (2) for such longer period, if any, as is required by applicable law.

SECTION 4. INDEMNIFICATION AND HOLD HARMLESS

Grantee agrees to protect, defend, indemnify and hold harmless City, its officers, employees and agents from any and all liability, loss, damage, suits, actions, or claims arising or resulting from the performance of this Agreement by Grantee, its officers, volunteers, employees, or agents. This section will survive expiration or sooner termination of this Agreement.

SECTION 5. INSURANCE REQUIREMENTS

- Insurance is not required.
- Insurance is required. Grantee agrees to have and maintain the policies set forth in the attached Exhibit A, entitled "INSURANCE." All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Grantee agrees to provide City with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.

SECTION 6. COMPLIANCE WITH ALL LAWS/NON-DISCRIMINATION

- A. Grantee shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.
- B. Grantee shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 7. NOTICES

Any communication or notice which either party is required to send to the other or which either party desires to send to the other, shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, to the City as addressed below and to Grantee as set forth in Grantee's signature block.

CITY COUNCIL CONTRIBUTION REQUEST FORM

Council District: 6	Contact Person: Linda Nellis	Phone: 408-535-4906
Grantee Name: San Jose Public Library Foundation		Active/ Current - In Process
Grantee Taxpayer ID: XXXXXXXXXX	Charitable Trust (CT) # C1576854/ 067241	
Grantee Contact: Dawn Coppin	Title: Treasurer Vendor 47962	
Phone: 408-808-2174	Fax: Invoice # 479622122	
Email: dawn.coppin@sjplf.org		Batch # 792059
Address: SJPLF, P.O. Box 611540, San Jose, CA 95161 ACH		
City San Jose	State CA	Zip 95126
Hand Deliver Check <input type="checkbox"/> Mail Check <input checked="" type="checkbox"/> Address for check: See above		
City	State	Zip
GRANTEE TYPE		
<input checked="" type="checkbox"/> Non-profit corporation registered with the State of California		<input type="checkbox"/> School District
<input type="checkbox"/> Unincorporated Association		<input type="checkbox"/> City of San José Department
<input type="checkbox"/> Political Subdivision of the State of California		<input type="checkbox"/> Other: _____ Educational
PURPOSE OF THE GRANT		
<u>To support revenue loss from the closure of city libraries and the ability for the Friends of the Library to host book sales which supports community programs in the city library branch.</u>		
<i>Note: No Funds Shall be used for religious or political purposes.</i>		SAP
SOURCE OF FUNDS		
<input type="checkbox"/> Council Grant: I understand it will be funded by my Council District Office appropriation.		
<input checked="" type="checkbox"/> SAP Pavilion at San José District Funds: I understand it will be funded by the Arena Community Fund City-wide appropriation, and that my district is allocated \$25,000 per year.		
<input type="checkbox"/> Constituent Outreach: I understand it will be funded by my Constituent Outreach Appropriation		
Amount: \$ <u>3,000.00</u>		\$3,000
Is the councilmember or his/her spouse or domestic partner affiliated with the grantee in any way? (For example, a paid or unpaid member, director, officer, or advisor to the grantee)		
<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes.		
If yes, please explain: _____		

CITY COUNCIL CONTRIBUTION REQUEST FORM

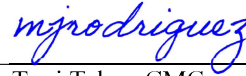
To the best of my knowledge, this request complies with the City Council Expenditure and Reimbursement Policy (CPM # 0-38).

Dated: 01/22/2021



Councilmember's Signature

Dated: 10/26/21



for Toni Taber, CMC
City Clerk

FOR OFFICE OF THE CITY CLERK USE

Visible Code: (Number)

Date check received from Finance: _____ Check Number: _____ Distribution date: _____

Is the grantee requesting Council grants from other Council Districts at this time? Yes No

Has the grantee received any other Council grants within the past 12 months? Yes No

Has the grantee received any other City of San José Grants within the past 12 months? Yes No



- FOR YOUR ELECTRONIC SIGNATURE
 FULLY EXECUTED COPY TO FOLLOW


CITY STAFF: _____
STAFF EMAIL: _____

SCANNED SIGNATURE AUTHORIZATION

DATE: 10/25/2021 TOTAL PAGES: 4
(INCLUDING THIS PAGE)

CONSULTANT NAME: Dawn Coppin
EMAIL: dawn.coppin@sjplf.org
PHONE: 408-808-2174

I agree to use electronic signatures

SIGNATURE OF CONSULTANT: 

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN BLUE INK**
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):

TO BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
 CONFIRMED BY A KNOWN TELEPHONE NUMBER
 PERSONALLY KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

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

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

Type of Document: New Contract

Type of Contract: Grant Applications/Agreements

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667349-000

Contractor: San Jose Public Library Foundation

Address: SJPLF, P.O. Box 611540, San Jose, CA 95161

Phone: 408-808-2174

Email: dawn.coppin@sjplf.org

Contract Description: To support revenue loss from the closure of city libraries and the ability for the Friends of the Library to host book sales which supports community programs in the city library branch.

Term Start Date: Upon execution Term End Date: 12/31/2021 Extension: Select one

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

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

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: \$ _____ Amount of Increase/Decrease: _____

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

Fund/Appropriation: 001-40-009446-4064

Form 700 Required: Select one

Business Tax Certificate No.: C1576854/ 067241 Expiration Date: _____

Department: Council (40)

Department Contact Name/Phone: Charulatha Thiyagarajan (408) 535-1260 or Linda Nellis 408-535-4906

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date