

**CITY OF SAN JOSE
AGREEMENT**

SUMMARY PAGE

This GRANT AGREEMENT is entered into this 14th day of February, 2022, among the **CITY OF SAN JOSE** ("CITY"), a municipal corporation, the **Santa Clara County Office of Education** ("GRANTEE"), a political subdivision of the State of California, and the **Santa Clara County Library District** ("SCCLD" or "Fiscal Agent"), a public library system (collectively, the "Parties").

Department: Library
 Dept. Contract No.: _____ CAO Document No.: _____
 WebGrants ID: _____

Agency:

Santa Clara County Office of Education and Santa Clara County Library District
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Project:

"The Power of Kindness, Resilience & Hope"- Silicon Valley Reads 2022

 Description:

Grant funds of \$10,000 to SV Reads 2022 Program in offering the community a variety of recommended books and virtual programs centered on the theme "The Power of Kindness, Resilience & Hope". Santa Clara County Library District will serve as the Fiscal Agent to administer the funds.
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Funding Source: Fund 139, Appn 2382

Contract Amount Not to Exceed: \$10,000.00

Payment Terms: See Exhibit C

Agreement Term: Start Date: Date of Contract Execution: End Date: June 30, 2022

PARTIES TO AGREEMENT:

	GRANTEE	FISCAL AGENT	CITY OF SAN JOSE
Agency Name:	Santa Clara County Office of Education	Santa Clara County Library District	Library Department
Address for Legal Notice:	1290 Ridder Park Dr. San José, CA 95131	1370 Dell Avenue Campbell, CA 95008	150 East San Fernando Street, San José, CA 95112
Attention:	Dr. Mary Ann Dewan	Jennifer Weeks	Jill Bourne
E-mail Address:	mdewan@sccoe.org	jweeks@sccl.org	jill.bourne@sjlibrary.org
Telephone No.:	(408)453-6511	(408)293-2326 x3001	(408)808-2150

Taxpayer ID			
City Business License/ Tax No.:			
Type of Entity:	Political Subdivision of the State of CA	Public Library System	
State of Incorporation or Residency:	California	California	

CONTACT INFORMATION

GRANTEE Contact Person:	Allison Book-Arango
Title:	Director, Grants & Partnerships
Telephone No:	(408) 453-6553
Email:	abook-arango@sccoe.org

SCCLD Contact Person:	Jennifer Weeks
Title:	County Librarian
Telephone No:	(408) 293-2326 ext. 3001
Email:	jweeks@sccl.org

CITY Contact Person:	Jill Bourne
Title:	City Librarian
Telephone No:	(408) 808-2150
Email:	jill.bourne@sjlibary.org

EXHIBIT LIST

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit A: Scope of Services and Units of Service |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit B: Budget Summary |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit C: Payments to GRANTEE and Reporting Schedule |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit D: Monitoring, Evaluation, and Reporting Requirements |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Exhibit E: General Service Requirements (Special Grant Conditions) |
| | | To the extent applicable, the following grant provisions are required for this AGREEMENT. (Check all provisions that apply.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit G: Insurance Requirements |

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | City of San José Funding |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Federal |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | County |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other Public Agency |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Private Funding Agency |

certify that I have read and hereby consent to all the terms and provisions contained in the attached AGREEMENT, including without limitation, all exhibits.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

Santa Clara County Office of Education

Grantee Signature:
Dr. Mary Ann Dewan
County Superintendent


Email: mdewan@sccoe.org

Santa Clara County Library District

Fiscal Agent Signature:
Jennifer Weeks
County Librarian



Email: jweeks@scl.org

City of San José

City Signature:
Sarah Zarate
Director, City Manager's Office


Email: sarah.zarate@sanjoseca.gov

APPROVED AS TO FORM:
Aaron Yu
Deputy City Attorney


Email: aaron.yu@sanjoseca.gov

CITY OF SAN JOSE GRANT AGREEMENT

This AGREEMENT is made by and among the CITY OF SAN JOSE, a municipal corporation of the State of California ("CITY"), and the entities identified as GRANTEE and Fiscal Agent on Page 1 of the Summary Pages at the beginning of this AGREEMENT.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1: RECITALS

WHEREAS, CITY desires to grant funds to the GRANTEE to support the Silicon Valley ("SV") Reads 2022 Program; and

WHEREAS, the Parties hereby agree to jointly support SV Reads, a community- based activity designed to encourage reading and discussion of selected books as a way to open community dialogue about topics and themes relevant to the region of Silicon Valley; and

WHEREAS, the Parties agree to serve as sponsoring organizations and also agree to designate a staff member from each Party to serve in the capacity of co-chair; and

WHEREAS, Santa Clara County Library District (SCCLD) agrees to serve as the fiscal agent for SV Reads on behalf of the Parties.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain GRANTEE to perform those services specified in **EXHIBIT A** of this AGREEMENT.

SECTION 2: PROGRAM COORDINATION

- A. **CITY:** The Director of the Department identified on the Summary Pages under City of San José (hereinafter "DIRECTOR"), or his or her designee, shall be the CITY official responsible for the program and shall render overall supervision of the progress and performance of this AGREEMENT by CITY. All services agreed to be performed by CITY shall be under the overall direction of the DIRECTOR.
- B. **GRANTEE:** GRANTEE shall identify a single project director who shall have overall responsibility for the progress and execution of this AGREEMENT ("GRANTEE Project Director"). Additionally, GRANTEE shall immediately notify CITY in writing should circumstances or conditions subsequent to the execution of this AGREEMENT require a substitute GRANTEE Project Director. GRANTEE's Project Director and GRANTEE's staff will fully cooperate with the DIRECTOR relating to the work or services provided hereunder.
- C. **FISCAL AGENT:** Fiscal Agent shall be responsible for the administration of the Grant Award.

SECTION 3: TERM OF AGREEMENT AND GRANT AWARD

- A. The term of this AGREEMENT shall commence on the Start Date as set forth in the Summary Pages and shall expire on the End Date as set forth in the Summary Pages unless extended or sooner terminated in accordance with the terms of this AGREEMENT.

Regardless of the date of execution of this AGREEMENT, this AGREEMENT is effective as of the Start Date.

- B. If GRANTEE wishes to extend this AGREEMENT, a request to extend this AGREEMENT along with a Revised Scope of Services (**EXHIBIT A**), if necessary, should be submitted by GRANTEE to the CITY no less than forty-five (45) days prior to the End Date. An extension must be set forth in a written amendment to this AGREEMENT, signed by authorized representatives of CITY and GRANTEE. Nothing herein commits or binds the CITY to extend this AGREEMENT which shall be at the sole discretion of CITY, and if additional funds are required, shall be subject to appropriation of funds by City Council.

SECTION 4: GRANT SERVICES

GRANTEE shall perform those services as specified in detail on **EXHIBIT A** entitled "Scope of Services," ("Grant Services") and shall comply with the terms and conditions of this AGREEMENT.

SECTION 5: PAYMENTS

- A. CITY agrees to pay GRANTEE an amount not to exceed the amount set forth on the Summary Pages ("Grant Award"), for the services described in **EXHIBIT A** entitled "Scope of Services". and which payment is subject to the terms and conditions set forth in **EXHIBITS B** and **C** entitled "Budget Summary" and "Payments to GRANTEE and Reporting Schedule." Any costs incurred by GRANTEE above the Grant Award shall be at GRANTEE's sole cost and expense.
- B. CITY will not pay for unauthorized services rendered by GRANTEE or for claimed services which GRANTEE has not provided as required by this AGREEMENT. All invoices will be will be submitted to SCCLD for approval and compliance prior to payment. The budget will be monitored on a monthly basis.
- C. DIRECTOR or designee may, without prior notice to GRANTEE, at any time in his or her absolute discretion, elect to suspend or terminate payment to GRANTEE, in whole or in part, terminate work or expenditures by GRANTEE, under this AGREEMENT, or not to make any particular payment under this AGREEMENT or take any other action available in the event of any of the following occurrences:
1. If GRANTEE (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or statements furnished to CITY in connection with this AGREEMENT;
 2. If there is pending litigation with respect to the performance by GRANTEE of any of its duties or obligations under this AGREEMENT which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Grant Services;
 3. If GRANTEE, without having obtained CITY approval, has taken any action pertaining to the Grant Services which requires CITY approval;
 4. If GRANTEE makes improper use of the Grant Award; or
 5. If GRANTEE fails to comply with any of the terms and conditions of this AGREEMENT including without limitation, GRANTEE's failure to carry out the

Grant Services or other obligations as described in any Exhibit to this AGREEMENT.

SECTION 6: DEFAULT AND TERMINATION OF AGREEMENT

- A. CITY may, through CITY's DIRECTOR, terminate this AGREEMENT without cause by giving GRANTEE thirty (30) calendar days' written notice.
- B. Each of GRANTEE's obligations under this AGREEMENT shall be deemed material. If GRANTEE fails to perform any of its obligations under this AGREEMENT, or any other AGREEMENT with the CITY, CITY may terminate this AGREEMENT upon ten (10) days advance notice ("Notice Period") to GRANTEE, specifying GRANTEE's breach and providing GRANTEE with the opportunity to cure the specified breach within the Notice Period or in those instances where the specified breach cannot reasonably be cured within the Notice Period, the opportunity to commence to cure the specified breach. In the event GRANTEE fails to cure or to commence to cure the specified breach within the Notice Period, this AGREEMENT shall be terminated. Without limiting the generality of the foregoing, the occurrence of any one of the following events shall constitute a default of this AGREEMENT for which CITY may exercise its right of termination:
1. GRANTEE's breach of any of the representations or warranties contained in this AGREEMENT;
 2. The occurrence of any of the events set forth in SECTION 5 for suspension or termination of CITY's payment of the Grant Award.
- C. In the event of termination under this SECTION, GRANTEE shall have the following obligations:
1. No later than thirty (30) days following the date of termination GRANTEE shall refund to CITY any unused portion of the Grant Award, except that GRANTEE shall have no obligation to refund to CITY any portion of the Grant Award that was distributed in accordance with the terms of the AGREEMENT. GRANTEE shall also provide CITY with a written report detailing the expenditures, if any, from the Grant Award, including an accounting of its administrative expenses to the date of termination. GRANTEE shall refund to CITY any portion of the Grant Award designated for GRANTEE's administrative expenses which was not expended as of the date of termination. Nothing in this AGREEMENT shall be deemed to be a waiver of CITY's right to recover from GRANTEE any portion of the Grant Award that has not been spent in accordance with this AGREEMENT. Upon receipt, GRANTEE will be paid for services performed and reimbursable expenses incurred in compliance with the terms of this AGREEMENT to date of termination, unless other payment terms are explicitly provided in **EXHIBIT C**.
 2. Upon termination, GRANTEE shall immediately deliver to CITY any and all copies of materials used or developed for this grant including, but not limited to, all data collection forms, reports, studies and other work performed, whether or not completed by GRANTEE or GRANTEE's subgrantee, if any, under this AGREEMENT.

- D. Nothing in this AGREEMENT shall be construed so as to deprive CITY of its rights and remedies at law or in equity against GRANTEE.
- E. CITY's DIRECTOR is authorized to terminate this AGREEMENT on CITY's behalf.
- F. CITY may, at its sole option, pursue a course correction process with GRANTEE to address issues with GRANTEE's performance under this AGREEMENT. However, CITY is under no obligation to pursue a course correction prior to exercising its rights to suspend payment to GRANTEE or to terminate this AGREEMENT.

SECTION 7: SUBJECT TO FUNDING

If the term of this AGREEMENT is more than one year, the funding in any year after the first year may be contingent upon past and pending performance as well as future appropriation by the City Council of the City of San José, in its sole discretion. If the funding required to pay for Grant Services for the next fiscal year has not been appropriated by June 30 of any year, this AGREEMENT will automatically terminate, effective June 30.

SECTION 8: ACCOUNTING AND FINANCIAL RECORDS.

GRANTEE shall establish and maintain at all times, on a current basis in connection with the provision of Program, an adequate accounting system in accordance with generally accepted accounting principles and standards and acceptable to DIRECTOR covering all revenues, costs, and expenditures with respect to GRANTEE's performance under this AGREEMENT.

SECTION 9: REPORTING REQUIREMENTS.

GRANTEE shall submit reports of all financial transactions related to GRANTEE's performance under this AGREEMENT ("Financial Reports") prepared in accordance with **EXHIBIT D** and, to the extent applicable, on the schedule specified in **EXHIBIT C**. The format of the Financial Reports shall be as provided in this AGREEMENT unless otherwise directed by the DIRECTOR. A final report shall be delivered to CITY prior to expiration of this AGREEMENT, as may be further described in **EXHIBIT D**.

SECTION 10: RIGHT OF EXAMINATION AND AUDIT AND PRESERVATION OF RECORDS.

GRANTEE agrees that the CITY's Manager, Auditor, Attorney or the DIRECTOR, or any of their duly authorized representatives, shall have access to and the right to examine all facilities and activities of GRANTEE related to GRANTEE's performance of this AGREEMENT, including the right to audit, conduct further financial review, examine and make excerpts or transcripts of all contracts, subcontracts, invoices, payroll records, personnel records, and all other data or financial records relating to matters covered by this AGREEMENT at any time during the term of this AGREEMENT. GRANTEE shall cooperate with the CITY in such audit, examination, further review and shall provide CITY with access to GRANTEE's staff and to all relevant records, documents, and data, including but not limited to, management letters, board minutes, and payroll.

EXHIBIT D, "MONITORING, EVALUATION AND REPORTING REQUIREMENTS" sets forth standards regarding the CITY's right to audit, and GRANTEE's obligation to deliver to the CITY reports which may include audited financial reports. GRANTEE further agrees that GRANTEE shall preserve all records related to the performance of this AGREEMENT and that CITY the

right to examine or audit the GRANTEE's records, facilities or activities shall continue for four (4) years after the expiration or termination of this AGREEMENT unless a longer period for CITY's audit or GRANTEE's record retention is specified in **EXHIBIT D** as is required by applicable law.

SECTION 11: CITY ACKNOWLEDGMENT

GRANTEE shall acknowledge the support of CITY, where appropriate, in written documents and informational materials regarding the Grant Program.

SECTION 12: INSURANCE

GRANTEE agrees to have the policies set forth in the attached **EXHIBIT G**, entitled "INSURANCE REQUIREMENTS" not later than the date of execution of this AGREEMENT and to maintain such policies throughout the term of this AGREEMENT. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San José as to form and content. These requirements may not be amended or waived unless 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 13: INDEMNIFICATION AND HOLD HARMLESS

- A. GRANTEE agrees to defend, indemnify and hold harmless the CITY from and against any and all claims, demands, causes of action, or liabilities incurred by CITY arising from, in whole or in part, directly or indirectly, GRANTEE's acts or omissions under this AGREEMENT, except as may arise from the gross negligence or willful misconduct of CITY. In any action or claim against CITY in which GRANTEE is defending CITY, CITY shall have the right to approve legal counsel providing CITY's defense and such approval shall not be unreasonably withheld. GRANTEE further agrees to release CITY from any and all claims for any damages, including property damage, injury or death occurring or arising out of use of CITY's property, except as may be caused by the CITY's gross negligence or willful misconduct.
- B. The GRANTEE's obligations under this indemnification provision shall survive the expiration or termination of this AGREEMENT.

SECTION 14: NOTICES

- A. Any communication or notice which either party is required to send to the other party shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, or by facsimile, or electronic mail, to the respective parties addressed as referenced on the Summary Page of this AGREEMENT.
- B. Either party may change its address by sending written notice of the new address to the other party pursuant to this SECTION.

SECTION 15: AMENDMENTS

Unless otherwise authorized by this AGREEMENT, amendments to the terms and conditions of this AGREEMENT and any such amendment to this AGREEMENT shall be effective only upon the mutual agreement in writing of the authorized representatives of the parties.

SECTION 16: COMPLIANCE WITH LAWS/NONDISCRIMINATION

- A. GRANTEE shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments and with applicable CITY policies.
- B. GRANTEE shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnicity or national origin in connection with or related to the performance of this AGREEMENT.
- C. GRANTEE will also obtain and maintain all licenses and permits appropriate to its proper and effective performance of this AGREEMENT prior to the date of commencement, including, but not limited to a City of San José business tax certificate or exemption, if applicable, with the CITY's Finance Department to operate in the CITY. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.

SECTION 17: RELATIONSHIP OF PARTIES

- A. It is understood and agreed by and among the parties that GRANTEE and SCCLD in the performance of this AGREEMENT, shall not act nor are they at any time authorized to act, as the agent or representative of CITY in any matter. GRANTEE and SCCLD further agree that each of them will not in any manner hold itself out as the agent or representative of CITY or act in such a fashion as would give the impression to a reasonable person that GRANTEE or SCCLD is acting in such a capacity.
- B. The parties agree that GRANTEE and SCCLD and their respective employees shall be at all times independent contractors and not agents or employees of the CITY, and that GRANTEE and SCCLD and their respective employees shall not be entitled to any salary, fringe benefits, pension, Workers' Compensation, sick leave, insurance or any other benefit or right connected with employment by the City of San José, or any compensation other than as prescribed herein, and GRANTEE and SCCLD and their respective employees expressly waive any claim it/they may have to any such rights.
- C. Under no circumstances shall this AGREEMENT be construed as one of partnership, joint venture, or employment between GRANTEE, SCCLD and CITY. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

SECTION 18: WAIVER

- A. In no event shall any payment by CITY or any acceptance of payment by GRANTEE hereunder constitute or be construed to be a waiver by CITY or GRANTEE of any breach of covenants or conditions of this AGREEMENT or any default which may then exist on the part of CITY or GRANTEE, and the making of any such payment or the acceptance of any

such payment while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to CITY or GRANTEE with respect to such breach or default.

- B. The waiver by any party to this AGREEMENT of a breach of any provision of this AGREEMENT shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this AGREEMENT.

SECTION 19: CORPORATE AUTHORITY/AUTHORIZED REPRESENTATIVES

GRANTEE and SCCLD represent and warrant that each of them has the authority to enter into this AGREEMENT. GRANTEE and SCCLD further represent and warrant that their signatories to this AGREEMENT are authorized to execute this AGREEMENT on GRANTEE's and SCCLD's behalf.

SECTION 20: INTEGRATED DOCUMENT

This AGREEMENT, including the Summary Pages, recitals and any Exhibits and appendices, are incorporated herein and embody the entire AGREEMENT between CITY and GRANTEE. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms or obligations contained in any documents comprising this AGREEMENT. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

SECTION 21: SEVERABILITY OF PROVISIONS

If any part of this AGREEMENT is for any reason found to be unenforceable by a court of competent jurisdiction, all other parts nevertheless remain enforceable. CITY and GRANTEE agree that to the extent that the exclusion of any unenforceable provisions from this AGREEMENT affect the purpose of this AGREEMENT, then the parties shall negotiate an adjustment to this AGREEMENT in order to give full effect to the purpose of this AGREEMENT or either party may terminate this AGREEMENT. In the event of termination, the provisions of SECTION 6 as related to repayment of the Grant Award shall apply.

SECTION 22: VENUE

The parties agree that this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 23: CONFLICT OF INTEREST

GRANTEE shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code Section 87000, et seq.), with the conflict of interest provisions of Government Code Section 1090 et seq. and with the CITY's Code of Ethics, set forth in City Council Policy 0-15. GRANTEE shall promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

SECTION 24: RELIGIOUS/POLITICAL ACTIVITIES

- A. 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.
- B. 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 25: SUBCONTRACTS

- A. No subcontract will alter in any way any legal responsibility of GRANTEE to provide services under this AGREEMENT.
- B. GRANTEE will monitor the subcontractor to ensure compliance with the terms and conditions of this AGREEMENT and provide records of their compliance as requested.
- C. GRANTEE assures that the subcontractor(s) maintain(s) current licensure and indemnity insurance appropriate for obligations undertaken by subcontractor(s) and provides copies of such to CITY.

SECTION 26: ASSIGNABILITY

The parties agree that the expertise and experience of GRANTEE are material considerations for this AGREEMENT. Unless specifically authorized by this AGREEMENT, GRANTEE may not assign the performance of any obligation or interest under this AGREEMENT, including subcontracting, without the prior written consent of CITY. Any attempt by GRANTEE to assign this AGREEMENT, in violation of this SECTION, will be voidable at CITY's sole option.

SECTION 27: GRANTEE'S FINANCIALS

- A. City Council requires that each non-profit organization receiving \$320,000 or more in funds from the CITY in the aggregate during any fiscal year which is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of CITY facilities, must prepare and make available for public view on the internet, annual audited financial statements. The audited financial statements must be made available for view within six months from the end of the non-profit's fiscal year (which period may be extended by the City Manager based upon a showing of hardship or other good cause) and must be viewable by the public at no cost. All audits must be performed by a certified public accountant currently licensed to practice in the State of California, must conform to generally accepted auditing standards and otherwise be in a form acceptable to the CITY.
- B. Non-profits shall be required to comply with this requirement at the time that the non-profit has entered into one or more grant agreements or subsidy agreements with the CITY, which provide for the payment of an aggregate amount that equals or exceeds \$320,000 in grant and/or subsidy funds in any one fiscal year. Non-profits covered by this requirement must exert due diligence in determining when they have reached the aggregate funding threshold of \$320,000. The provisions of the financial posting requirements shall be interpreted broadly to effectuate the purpose of making available to the public information on recipients of substantial CITY funds. These provisions shall apply not only to grant agreements or

operating agreements but shall also apply, without limitation, if any amendment to such agreements brings the total annual funding to equal or exceed \$320,000, and also to any other agreements with the CITY that are equivalent in purpose to a grant agreement or an operating subsidy agreement, regardless of the title of the agreement.

- C. This posting requirement shall remain in effect until an entire fiscal year passes in which the non-profit does not have contracts with the CITY which provide for grants and/or subsidies from the CITY in an aggregate amount equaling or exceeding \$320,000. Without limitation of any other remedy, GRANTEE's failure to comply with this requirement may be taken into consideration when evaluating GRANTEE's request for future grant funds or subsidies.
- D. Organizations receiving an aggregate amount of \$25,000 or more in funds from the CITY during any fiscal year which is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of CITY facilities, must prepare and submit via the City's WebGrants grant management system, ("WebGrants"), a completed Financial Dashboard. City's project director will provide a Financial Dashboard template upon request. The Financial Dashboard must be submitted via WebGrants within six months from the end of GRANTEE's Fiscal Year. This includes the previous Fiscal Year, if that year ended within six months of the commencement of this AGREEMENT.

SECTION 28: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

- A. GRANTEE agrees that, in the performance of this AGREEMENT, GRANTEE shall perform its obligations under the AGREEMENT in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the policy can be found on the City's website at the following link: <https://www.sanjoseca.gov/your-government/environment/business-school-resources/for-schools/environmentally-preferable-procurement>.
- B. Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:
 - 1. Use of recycled and/or recyclable products in daily operations.(i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
 - 2. Use of Energy Star Compliant equipment.
 - 3. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
 - 4. Internal waste reduction and reuse protocol(s).
 - 5. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 29: GIFTS

- A. GRANTEE is familiar with CITY's prohibition against the acceptance of any gift by a City Officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.
- B. GRANTEE agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.

- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by GRANTEE. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 6 of this AGREEMENT.

SECTION 30: MISCELLANEOUS

- A. The headings of the sections and subsections of this AGREEMENT are inserted for convenience only.
- B. Where this AGREEMENT refers to CITY and no officer of the CITY is named, CITY's Manager shall have the authority to act on CITY's behalf.
- C. Execution in counterparts: This Agreement may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- D. Use of electronic signatures: Unless otherwise prohibited by law or CITY 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 writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

EXHIBIT A
SCOPE OF SERVICES

1. The GRANTEE and SCCLD shall cooperatively plan an annual budget and commit-in-kind and financial resources to ensure the continued operation of SV Reads. CITY's Grant Award will be included in the annual budget.
2. GRANTEE AND SCCLD shall confer on all major program decisions for SV Reads 2022 Program. These include, but are not limited to, service contracts with the program coordinator, themes, reading selections, author contracts, venue selection, significant expenditures, and planning for future SV Reads Programs.
3. SCCLD shall administer and serve as the Fiscal Agent for the Grant Award received from the CITY. SCCLD shall provide sufficient fiscal administrative services to meet their fiduciary responsibility and generally accepted accounting principles. SCCLD will monitor the budget, ensure compliance, and pay invoices relative to the contract. SCCOE will provide in kind donations for the administration of the program, including program coordination, graphic design, printing, and other services as needed.
4. GRANTEE shall ensure that the Grant Award goes towards the implementation of SV Reads 2022 Program.

A. Period of Service.

The Grant Services will commence on Date of Contract Execution through June 2022.

B. Description of Services

SV Reads 2022 will offer the community a variety of recommended books and virtual programs in 2022 centered on "The Power of Kindness, Resilience & Hope".

The featured nonfiction books have been selected to highlight the 2022 theme:

- ***See No Stranger**** by Valarie Kaur: A synthesis of wisdom and a chronicle of personal and communal history, *See No Stranger* is part memoir, part practical guide to changing the world. Author Valarie Kaur, renowned Sikh activist, filmmaker and civil rights lawyer ignited the hearts of millions around the globe by sharing her compelling story and declaring Revolutionary Love as the call of our times: a radical, joyful practice that extends to others, to ourselves and to our opponents. A #1 Los Angeles Times best seller. *adult content
- ***Enough about Me*** by Richard Lui: Richard Lui made the difficult decision to leave his dream job as an NBC News/MSNBC anchor to help care for his ailing father in San Francisco. It was a difficult time, and through the challenge he realized that doing this selfless act had a positive overall impact on his well-being. He decided to dig deep into exploring acts of compassion from the lens of a reporter. Part scientific, part emotional, his journey is one that many will travel and the element of "anti-self" self-help can benefit our community as a whole.

- ***A Dream Called Home*** by Reyna Grande: A beautifully written immigrant story that quickly engages the reader. Reyna crosses the border at 9 years old and perseveres through many difficulties to find her way to UC Santa Cruz. With a passion for writing and the resilience to push forward, her story enlightens us to the challenges so many confront in making a home in America.

During February and March of 2022, Silicon Valley Reads will offer free virtual and in-person public programs for all ages including author talks, panel discussions, educational events, demonstrations, performances, activities for students, story times and an art exhibit. The complete schedule of events will be published on the SiliconValleyReads.org website in early January.

Silicon Valley Reads is including books for children and teens that align with the theme as follows:

The Big Umbrella by Amy June Bates (pre-k, k)
The Girl in the Gold Dress by Christine Paik (1st-3rd)
SHINE! by JJ and Chris Grabenstein (4th-8th)
Darius the Great is Not Okay by Adib Khorrum (HS)

SCCOE will provide the project director to administer and monitor the programs described above. SCCOE will also provide in-kind donations for advertising and promoting the program.

SCCLD will be responsible for all fiscal obligations for the program and will provide programming through the libraries for Silicon Valley Reads.

**EXHIBIT B
BUDGET SUMMARY**

A. Personnel Costs

Description	City Funding	Other Funding	Budget Narrative Explanation
Program Director	\$0.00	\$40,500.00	SCCOE's payment for SV Reads Program Director will be responsible for the: 1)Administration of program; 2) Programming; 3) Marketing and Outreach; 4) Budget and Fundraising
Total Personnel Costs	\$0.00	\$40,500.00	

B. Operating Costs

Description	City Funding	Other Funding	Budget Narrative Explanation
SV Reads 2022 Program Implementation	\$10,000	\$0.00	SV Reads 2022 Program Incidentals: 1) Service Contracts with program director; 2) Themes; 3) Reading Selections; 4) Author contracts; 5) Venue Selection; 6) Significant Expenditures; 7) Planning for following year SV Reads program
SCCLD Donation		\$10,000	Donations towards program implementation including advertising, printing, and program expenses.
SCCOE In-Kind Donation	\$0.00	\$0.00	Provides funding for director, printing and graphic design services
Total Operating Costs	\$10,000	\$0.00	
Total Costs	\$10,000	\$50,500	

SOURCE OF FUNDS STATEMENT

PROJECT SOURCE OF FUNDS			
List ALL funding sources for project			
Funding Source: Program/Agency	Code Number**	Use of Funds	Amount (\$)
<i>City of San José Funding</i>			
	1	SV Reads Operating Costs	\$10,000
Total			\$10,000
Santa Clara County Library District	1	Operating Costs	10,000
Total			\$10,000
Santa Clara County Office of Education	1	Personnel Costs	\$40,500
Total			\$60,500
Combined Total			\$60,500

****Key Codes:**

1. Firm Commitment: Grant funding was received.
2. Anticipated Renewal of Existing Grant: Continuation of a grant that was received in the current year and is expected to be continued.
3. Anticipated Revenue: A realistic projection of fees or donations including in-kind donation for space and equipment based on current level.
4. Application Pending: Applications submitted and expected to be received. Include application date.
5. In-kind: Do not assign a monetary value.

EXHIBIT C
PAYMENTS TO GRANTEE AND REPORTING SCHEDULE

CITY agrees to pay FISCAL AGENT on behalf of GRANTEE a total grant in the amount not to exceed TEN THOUSAND DOLLARS (\$10,000) ("Grant Award"). CITY agrees to process payment of the Grant Award upon execution of this AGREEMENT.

FISCAL AGENT shall expend the Grant Award on behalf of GRANTEE to defray costs of the SV Reads 2022 Program as specified in Exhibit A.

GRANTEE shall submit to the CITY a narrative of accomplishments and effectiveness of the program and financial report detailing the financial transactions related to the GRANTEE's expenditure of the Grant Award. Both reports shall be submitted to the City 10 business days after the SV Reads 2022 Program completion.

EXHIBIT D
MONITORING, EVALUATION AND REPORTING REQUIREMENTS

A. Fiscal Responsibilities of GRANTEE/SCCLD:

1. GRANTEE shall appoint and submit to CITY the name of the Fiscal Agent who shall be responsible for the financial and accounting activities of the GRANTEE, including the receipt and disbursement of GRANTEE funds.
2. SCCLD shall establish and maintain a system of accounts that shall conform to generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval of CITY.
3. SCCLD shall document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to, contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation, evidencing in proper detail the nature and propriety of all charges.
4. SCCLD shall submit a financial report at the end of the SV Reads 2022 Program as outlined in **EXHIBIT C**.
5. GRANTEE shall certify insurability subject to CITY approval as outlined in **EXHIBIT G**.
6. GRANTEE shall submit to CITY at such times and in such forms as CITY may require, such statements, records, reports, data, and information pertaining to matters covered by this AGREEMENT.

B. Records, Reports and Audits of GRANTEE:

1. **Establishment and Maintenance of Records.** GRANTEE shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:
 - a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this AGREEMENT; and
 - b. All other matters covered by this AGREEMENT. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the CITY.
2. **Preservation of Records.** GRANTEE shall preserve and make available its records:
 - a. for the period of four (4) years from the date of final payment to GRANTEE under this AGREEMENT; or
 - b. for such longer period, if any, as may be required by applicable law; or
 - c. if this AGREEMENT is completely or partially terminated, for a period of four (4) years from the date of any resulting final settlement.

3. Examination of Records and Facilities. At any time during normal business hours, upon advance written notice and as often as may be deemed necessary, GRANTEE agrees that CITY, and/or any of its respective authorized representatives shall have access to and the right to examine any of its plants, offices and/or facilities engaged in performance of this AGREEMENT and all its records with respect to all matters covered by this AGREEMENT. GRANTEE also agrees that the CITY, or any of its authorized representatives shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this AGREEMENT. CITY may examine records or facilities pursuant to this Section throughout the term of this AGREEMENT and
 - a. for a period of four (4) years after final payment under this AGREEMENT; or,
 - b. for such longer period as may be required by applicable law; or
 - c. if this AGREEMENT is completely or partially terminated, for a period of four (4) years from the date of any resulting settlement.
4. Audits.
 - a. Independent Audits.
 - (1) If required by CITY's Grant Manager, GRANTEE shall submit an agency audit that conforms to generally accepted auditing standards and that includes the following components:
 - A. Balance Sheet or Statement of Financial Position;
 - B. Statement of Support, Revenue and Expenses and Changes in Fund Balances or Statement of Activities;
 - C. Statement of Functional Expenses;
 - D. Independent Auditor's Report. If the audit includes a Management Letter, this must also be submitted to the CITY.
 - E. Schedule of Government Financial Assistance which identifies the gross amounts of grants obtained from the CITY and other governmental sources and shows the amount received and disbursed under each grant during the audited fiscal year; and
 - F. Report on Compliance and on Internal Control over Financial Reporting based on an Audit of Financial Statements performed in Accordance with Government Auditing Standards indicating that a review of internal controls was performed and identifying material weaknesses and/or reportable conditions, if any.

Funds may be set aside in GRANTEE's budget in an amount equal to CITY's fair share of the GRANTEE's cost of the audit, if required.

- (2) If GRANTEE expends \$750,000 or more in a year in Federal awards, GRANTEE shall submit an audit report that conforms to the requirements of OMB Circular A-133 for Non-Profit Institutions. Funds may be set aside in GRANTEE's budget in an amount equal to CITY's fair share of the GRANTEE's cost of an A-133 independent audit, if required.
- (3) The GRANTEE's contract with its independent auditor shall require that the audit ascertains and determines that no services provided by the GRANTEE under this AGREEMENT are duplicative of services provided to another agency from which GRANTEE receives funding and are not being reimbursed from funding received from another agency.
- (4) GRANTEE shall also submit a written agency management response to the findings of the Internal Control Report, if required.
- (5) GRANTEE shall obtain three (3) bids for an outside auditor to conduct the agency audit. The AGREEMENT with an outside auditor can span a term of multiple years but it is highly recommended that the GRANTEE rotate independent auditors every three years.
- (6) GRANTEE shall enter into an AGREEMENT with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for a financial and compliance audit of GRANTEE's Fiscal Years that are covered by this AGREEMENT. The written AGREEMENT may be in the form of an engagement letter prepared by the auditor and approved by GRANTEE.
- (7) An audit report must be completed and posted in PDF format on WebGrants within six months of the end of each of the GRANTEE's Fiscal Years covered by this AGREEMENT. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, GRANTEE shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.
- (8) Should GRANTEE not enter into an AGREEMENT with an outside auditor or should an audit not be done on a timely basis, the CITY, at its discretion, may enter into an AGREEMENT with an independent auditor to do the audit at GRANTEE's expense.
- (9) The GRANTEE shall submit to the CITY copies of management letters the auditor prepares for the GRANTEE as part of the audit engagement.
- (10) All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. GRANTEE must have Auditor's proof of current licensing on file in GRANTEE's office. GRANTEE must submit to the CITY's Parks, Recreation and Neighborhood Services Department, Administrative Services Division a copy of Auditor's certification to practice in

California with the audit.

- b. CITY Audits. The CITY may perform an independent audit. Such audits may cover programmatic as well as fiscal matters. GRANTEE will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Costs of such audits will be borne by the CITY.
- c. Disallowed Costs. GRANTEE is liable for repayment of disallowed costs as determined by CITY. Disallowed costs may be identified through audits, monitoring or other sources. GRANTEE shall be afforded the opportunity to respond to any adverse findings that may lead to disallowed costs. CITY shall make the final determination of disallowed costs.

C. Monitoring and Evaluation

1. GRANTEE agrees to cooperate with CITY on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting, data collection, and evaluation requirements established by CITY, including but not limited to; submission of reports as outlined in this AGREEMENT.
2. **Site Visits:** GRANTEE shall cooperate with visits from the CITY or its Evaluation Consultants, for the purpose of verifying the implementation of funded projects, interviewing staff, and/or verifying supporting documentation.
3. **Data Collection:** GRANTEE agrees to perform ongoing data collection and sharing in accordance with CITY process to ensure effective service delivery in compliance with this AGREEMENT.

D. Reporting

1. **Performance and Fiscal Reports:** GRANTEE shall submit a narrative report or other specific fiscal or reporting requirements regarding GRANTEE's performance of the Grant Services in accordance with the schedule set forth in **EXHIBIT C**. The reports must be on a form approved by CITY.

EXHIBIT G

INSURANCE REQUIREMENTS

The GRANTEE, at his sole cost and expense, shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by the GRANTEE, its agents, representatives, employees or subcontractors.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. The coverage described in Insurance Services Office Form Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations; and
- B. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
- C. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

II. Minimum Limits of Insurance

The GRANTEE shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- C. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by the CITY's Risk Manager. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, employees, agents and contractors; or the GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

IV. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

A. Commercial General Liability and Automobile Liability Coverages.

1. Insured. The CITY OF SAN JOSE, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, the GRANTEE; products and completed operations of the GRANTEE; premises owned, leased or used by the GRANTEE; and automobiles owned, leased, hired or borrowed by the GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, employees, agents and contractors.
2. Contribution Not Required. The GRANTEE's insurance coverage shall be primary insurance as respects the CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents or contractors shall be excess of the GRANTEE's insurance and shall not contribute with it.
3. Provisions Regarding the Insured's Duties After Accident or Loss. Any failure to comply with reporting provisions of the policies by the GRANTEE shall not affect coverage provided the CITY, its officers, employees, agents, or contractors.
4. Coverage. Coverage shall state that the GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages.

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days prior written notice has been given to the CITY's Risk Manager.

V. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the CITY's Risk Manager.

VI. Verification of Coverage

The GRANTEE shall furnish the CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format or mailed to the City contact address as referenced on the Summary Page of this AGREEMENT.

VII. Subcontractors

The GRANTEE shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontract.