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**CITY OF SANTA FE SPRINGS**  
**REGULAR MEETINGS OF THE HOUSING SUCCESSOR,**  
**SUCCESSOR AGENCY AND CITY COUNCIL**  
**AGENDA**

**TUESDAY, OCTOBER 3, 2023**  
**AT 6:00 P.M.**

**CITY HALL COUNCIL CHAMBERS**  
**11710 TELEGRAPH ROAD**  
**SANTA FE SPRINGS, CA 90670**

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**CITY COUNCIL**

**Juanita Martin, Mayor**  
**Jay Sarno, Mayor Pro Tem**  
**Annette Rodriguez, Councilmember**  
**William K. Rounds, Councilmember**  
**Joe Angel Zamora, Councilmember**

**CITY MANAGER**

**René Bobadilla, P.E**

**CITY ATTORNEY**

**Ivy M. Tsai**

**CITY STAFF**

**Fire Chief**  
**Police Chief**  
**Director of Community Services**  
**Director of Finance**  
**Director of Planning**  
**Director of Police Services**  
**Director of Public Works**  
**City Clerk**

**Chad Van Meeteren**  
**Aviv Bar**  
**Maricela Balderas**  
**Lana Dich**  
**Wayne Morrell**  
**Dino Torres**  
**James Enriquez**  
**Janet Martinez**

**NOTICES**

**Public Comment:** The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. You may also submit comments in writing by sending them to the City Clerk's Office at [cityclerk@santafesprings.org](mailto:cityclerk@santafesprings.org). All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

**Americans with Disabilities Act:** In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

**SB 1439:** Effective January 1, 2023, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$250 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

**Please Note:** Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m.-5:30 p.m., Monday-Thursday and every other Friday. Telephone: (562) 868-0511.

You may attend the City Council meeting telephonically or electronically using the following means:

**Electronically using Zoom:** Go to [Zoom.us](https://zoom.us) and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdkQXNZVzh4Zz09>

Zoom Meeting ID: 521620472

Password: 659847

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**INTRODUCTIONS**

**PRESENTATIONS**

1. PROCLAMATION – PROCLAIMING THE WEEK OF OCTOBER 8 – 14, 2023 AS “FIRE PREVENTION WEEK” IN THE CITY OF SANTA FE SPRINGS
2. PROCLAMATION – PROCLAIMING THE MONTH OF OCTOBER 2023 AS “NATIONAL COMMUNITY PLANNING MONTH” IN THE CITY OF SANTA FE SPRINGS
3. PROCLAMATION – PROCLAIMING THE MONTH OF OCTOBER 2023 AS “BREAST CANCER AWARENESS MONTH” IN THE CITY OF SANTA FE SPRINGS
4. PROCLAMATION – PROCLAIMING THE WEEK OF OCTOBER 2-7, 2023 AS “YOUTH SPORTS DAY” IN SANTA FE SPRINGS
5. PUBLIC ARTWORK RESTORATION UPDATE
6. 2023 FIESTAS PATRIAS EVENT RECAP

**CHANGES TO AGENDA**

**PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS**

At this time, the general public may address the City Council on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

**STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**

**HOUSING SUCCESSOR AGENDA - NONE**

**SUCCESSOR AGENCY AGENDA - NONE**

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**CITY COUNCIL AGENDA**

**PUBLIC HEARING – NONE**

**OLD BUSINESS – NONE**

**REGULAR BUSINESS**

**7.     **NORWALK INTERSECTION IMPROVEMENTS****

**RECOMMENDATION: It is recommended that the City Council:**

- 1) Add the project to the City's CIP Program; and
- 2) Appropriate a not-to-exceed amount of \$400,000 to the project using Utility Users Tax funds; and
- 3) Take such additional, related, action that may be desirable.

**8.     **APPROVAL OF PARCEL MAP NO. 83729 – 13808 IMPERIAL HIGHWAY****

**RECOMMENDATION: It is recommended that the City Council:**

- 1) Approve Parcel Map No. 83729; and
- 2) Find that Parcel Map No. 83729 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
- 3) Authorize the City Engineer and City Clerk to sign Parcel Map No. 83729; and
- 4) Take such additional, related action that may be desirable.

**9.     **RESOLUTION NO. 9884 – DECLARATION OF SURPLUS PROPERTY PURSUANT TO AB 1486 – CITY OWNED PROPERTIES WITHIN THE MIXED-USE DOWNTOWN (MU-DT) ZONE****

**RECOMMENDATION: It is recommended that the City Council:**

- 1) Find that the declaration of city-owned land is exempt from environmental review under the California Environmental Quality Act (CEQA); and
- 2) Adopt Resolution No. 9884, declaring that real properties owned by the city and located within the Mixed-Use – Downtown (MU-DT) Zone as surplus land and not necessary for public city's use pursuant to AB 1486 (Surplus Land Act);
- 3) Take such additional, related action that may be desirable.



**CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

**10. MINUTES OF THE JULY 26, 2023 SPECIAL CITY COUNCIL MEETING**

**RECOMMENDATION: It is recommended that the City Council:**

- 1) Approve the minutes as submitted.

**11. RESIDENTIAL STREETS IMPROVEMENTS SOUTH OF FLORENCE AVENUE (TRIANGLE) AND LONGWORTH AVENUE (ORR & DAY ROAD TO HARVEST AVENUE) – FINAL PAYMENT**

**RECOMMENDATION: It is recommended that the City Council:**

- 1) Approve the Final Payment to R.J. Noble Company of Orange, California for \$81,770.50 (Less 5% Retention) for the subject project; and
- 2) Take such additional, related, action that may be desirable.

**12. APPROVE AND AUTHORIZE THE DIRECTOR OF COMMUNITY SERVICES TO SIGN THREE GRANT AGREEMENTS BETWEEN THE SANTA FE SPRINGS CITY LIBRARY AND THE CALIFORNIA STATE LIBRARY**

**RECOMMENDATION: It is recommended that the City Council:**

- 1) Approve and authorize the Director of Community Services to sign the following grant agreements from the State Library:
  - a. eBooks for All
  - b. Zip Books
  - c. SFS Grows: Climate Warriors

**13. APPROVAL OF THE SANTA FE SPRINGS CITY LIBRARY'S CHILDREN'S INTERNET PROTECTION ACT (CIPA) POLICY**

**RECOMMENDATION: It is recommended that the City Council:**

- 1) Approve the Library's Children's Internet Protection Act policy.

**14. PURCHASE OF TWO-WAY RADIOS FROM COMMLINE, INC.**

**RECOMMENDATION: It is recommended that the City Council:**

- 1) Award the purchase of two-way radios and related equipment to CommLine, Inc.; and

- 2) Authorize the Director of Purchasing Services to issue a Purchase Order in the amount of \$27,767.93 for this purchase.

**15. REQUEST FOR OUT-OF-STATE TRAVEL TO ATTEND THE 2023 NEOGOV CONFERENCE**

**RECOMMENDATION: It is recommended that the City Council:**

- 1) Approve out-of-state travel for the Human Resources Analyst and Human Resources Specialist to attend the 2023 NEOGOV Conference in Las Vegas.

**16. RESOLUTION NO. 9885 ESTABLISHING THE CITY'S MAXIMUM CONTRIBUTION OF MISCELLANEOUS AND SAFETY EMPLOYEES UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**

**RECOMMENDATION: It is recommended that the City Council:**

- 1) Adopt Resolution No. 9885, establishing the City's maximum contribution to medical insurance premiums under the Public Employees' Medical and Hospital Care Act.

**17. AUTHORIZE THE PURCHASE OF EQUIPMENT AND SERVICES RELATED TO THE RELOCATION OF THE COUNCIL CHAMBERS AUDIO/VISUAL WORKSTATION**

**RECOMMENDATION: It is recommended that the City Council:**

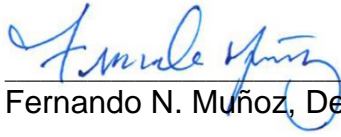
- 1) Award an order to Western Audio Visual for the purchase of new equipment and services to move the audio-visual workstation to the rear of the Council Chambers.
- 2) Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$42,300.00 to Western Audio Visual.
- 3) Appropriate \$42,300.00 from General Fund Reserves to the 10129000-542050 Non-Recurring account.

**COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING**

Council member announcements; requests for future agenda items; conference/meetings reports. Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

**ADJOURNMENT**

I, Fernando N. Muñoz, Deputy City Clerk for the City of Santa Fe Springs hereby certify that a copy of this agenda has been posted no less than 72 hours at the following locations; City's website at [www.santafesprings.org](http://www.santafesprings.org); Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road.



Fernando N. Muñoz, Deputy City Clerk



**CITY OF SANTA FE SPRINGS**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members  
**FROM:** René Bobadilla, P.E., City Manager  
**BY:** James Enriquez, P.E., Director of Public Works  
**SUBJECT:** Norwalk Intersection Improvements  
**DATE:** October 3, 2023

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**RECOMMENDATION:**

It is recommended that the City Council:

- 1) Add the project to the City's CIP Program; and
- 2) Appropriate a not-to-exceed amount of \$400,000 to the project using Utility Users Tax funds; and
- 3) Take such additional, related, action that may be desirable.

**FISCAL IMPACT**

The total cost of the project is approximately \$11 million. The City's portion of the work is currently estimated to be approximately \$330,000. In order to account for construction contingency, it's recommended that a not-to-exceed amount of \$400,000 is programmed from the City's Utility Users Tax (UUT) fund.

**BACKGROUND**

This project is located mostly in unincorporated Los Angeles County and led by the Los Angeles County Department of Public Works (LACDPW). It proposes to improve 1.6 miles of roadway along Norwalk Boulevard and Slauson Avenue. The work will include pavement resurfacing and reconstruction, parkway and median island improvements and curb ramp improvements. The Project limits are the following:

- SLAUSON AVE: From Pioneer Bl. to Dice Rd.
- NORWALK BL: 160 ft. N/O Bexley Dr. to Washington Bl.

**Norwalk Intersection Improvements**

Page 2 of 2

- NORWALK BL: 158 ft. S/O Boer Ave. to Slauson Ave.
- NORWALK BL: Slauson Ave. to 135 ft. S/O Perkins Ave.

**ANALYSIS**

The City will directly benefit from the capital investment that gets constructed, to be completed by LACDPW. The new infrastructure will not require immediate maintenance. LACDPW is completing the design, and will oversee the construction of the project. The City's contribution toward the project is under 4% of the total project cost for the portion of the work that crosses into the City of Santa Fe Springs since the city boundary lies at varying locations within Slauson Avenue and the intersection of Slauson Avenue and Norwalk Boulevard.

**ENVIRONMENTAL**

The project was environmentally cleared by Los Angeles County Department of Public Works as the lead agency for the project.

**DISCUSSION**

Final design is anticipated to be completed in early December 2023, with construction commencing around mid-May 2024. The project is anticipated to take just over 1 year, or approximately 13 months, to complete.

**SUMMARY/NEXT STEPS**

NA

**ATTACHMENTS:**

A. Attachment A – County of LA PowerPoint “Norwalk Boulevard Et Al”

<b><u>ITEM STATUS:</u></b>	
<b>APPROVED:</b>	<input type="checkbox"/>
<b>DENIED:</b>	<input type="checkbox"/>
<b>TABLED:</b>	<input type="checkbox"/>
<b>DIRECTION GIVEN:</b>	<input type="checkbox"/>



**NORWALK BOULEVARD ET AL**  
**October 3, 2023**  
**Santa Fe Springs City Council**

Work being completed in Supervisorial District 4

# PROJECT LIMITS

- **SLAUSON AVE:** From Pioneer Bl to Dice Rd.
- **NORWALK BL:** 160 ft. N/O Bexley Dr to Washington Bl.
- **NORWALK BL:** 158 ft. S/O Boer Ave to Slauson Ave.
- **NORWALK BL:** Slauson Ave to 135 ft. S/O Perkins Ave.





# PROJECT OBJECTIVE AND SCOPE

*TO IMPROVE 1.6 MILES OF ROADWAY ON NORWALK BOULEVARD AND  
SLAUSON AVENUE.*

- *PAVEMENT RESURFACING AND RECONSTRUCTION*
- *PARKWAY AND MEDIAN ISLAND IMPROVEMENTS*
- *CURB RAMP IMPROVEMENTS*

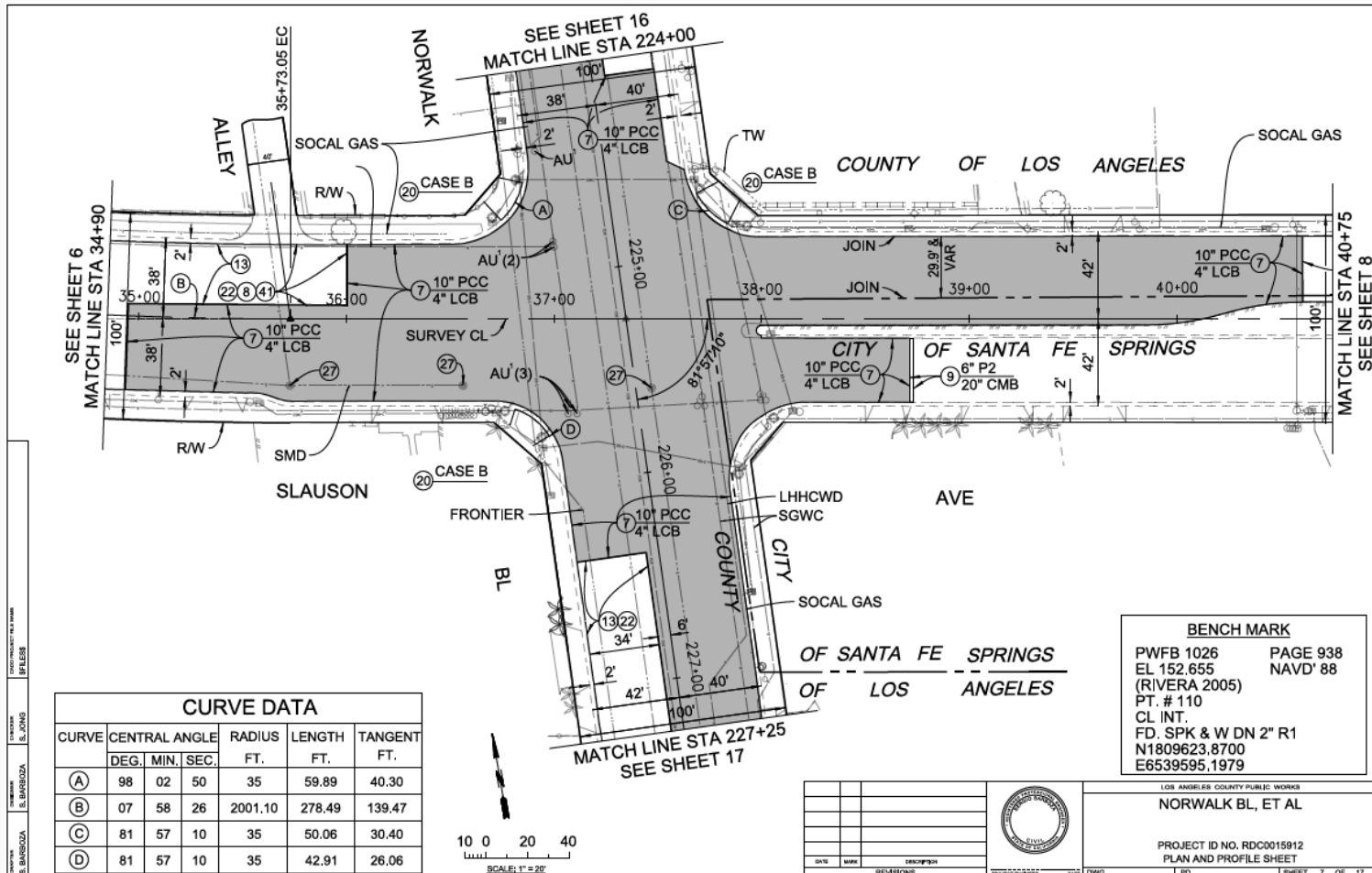


# PROJECT SCHEDULE

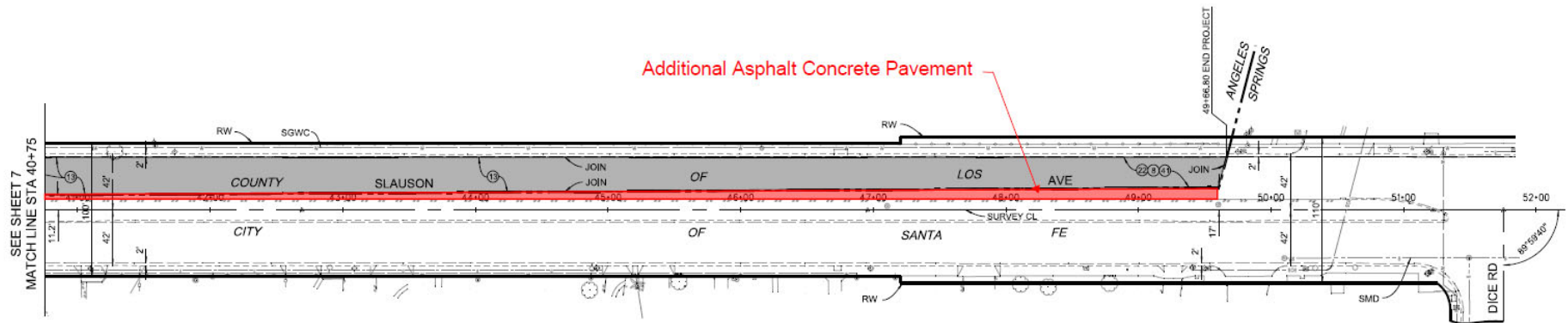
<i><b>MILESTONES</b></i>	<i><b>EXPECTED DATE OF DELIVERY</b></i>
Final Road Project Design	December 6, 2023
Road Project Construction Begin	May 15, 2025
Road Project Construction Completion	June 16, 2026

# CITY OF SANTA FE SPRINGS

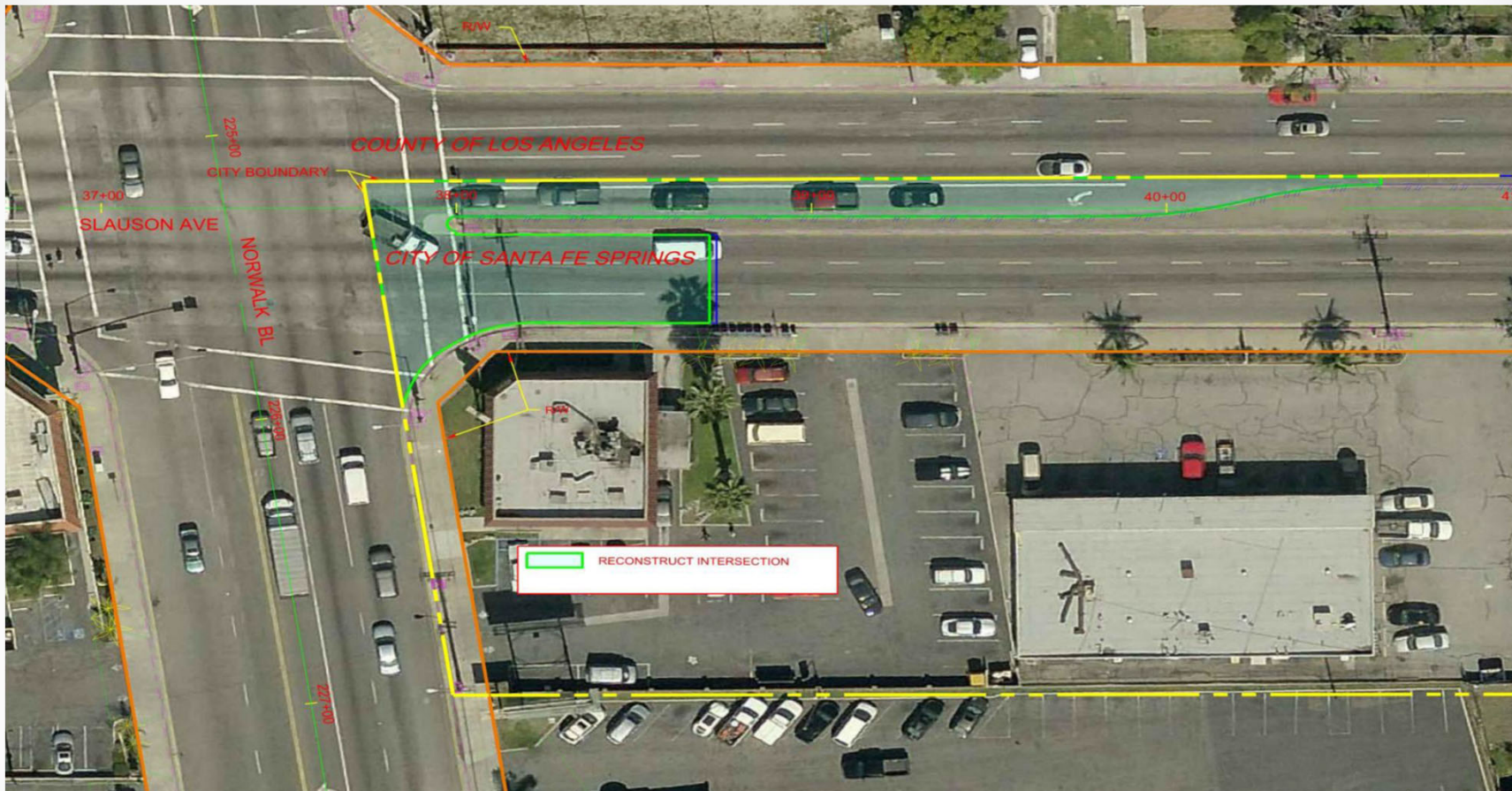
## ROAD PLANS



# CITY OF SANTA FE SPRINGS ROAD PLANS



# CITY OF SANTA FE SPRINGS AERIAL VIEW



# CITY OF SANTA FE SPRINGS

## PRELIMINARY ESTIMATE

	<u>City of Santa Fe Springs</u>
Preliminary Engineering	\$23,000
Construction Cost	
Roadway	\$219,000
Signing and Striping	\$6,000
Construction Contingency (10%)	\$21,900
Construction Engineering (25%)	\$54,800
Subtotal:	
Contract Cities Liability Trust Fund (CCLTF) (4%)	\$3,200
<b>Total:</b>	<b>\$328,000</b>



# NORWALK BL ET AL

## COST ESTIMATE

	County of Los Angeles	City of Santa Fe Springs
Preliminary Engineering	\$920,000	\$23,000
Construction cost		
Roadway	\$7,373,000	\$219,000
Signing and Striping	\$202,000	\$6,000
Construction Contingency (10%)	\$737,300	\$21,900
Construction Engineering (25%)	\$1,843,300	\$54,800
Contract Cities Liability Trust Fund (CCLTF) (4%)		\$3,200
<b>Total</b>	<b>\$11,076,000</b>	<b>\$328,000</b>

# CONTACT INFORMATION

**YGGY C. RUIZ, P.E**

**[yruiz@dpw.lacounty.gov](mailto:yruiz@dpw.lacounty.gov)**

**(626) 949-2447**



**CITY OF SANTA FE SPRINGS**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** René Bobadilla, P.E., City Manager

**BY:** James Enriquez, P.E., Director of Public Works

**SUBJECT:** Approval of Parcel Map No. 83729 – 13808 Imperial Highway

**DATE:** October 3, 2023

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**RECOMMENDATION:**

It is recommended that the City Council:

- 1) Approve Parcel Map No. 83729; and
- 2) Find that Parcel Map No. 83729 together with the provisions for its design and improvement, is consistent with the City's General Plan; and
- 3) Authorize the City Engineer and City Clerk to sign Parcel Map No. 83729; and
- 4) Take such additional, related action that may be desirable.

**FISCAL IMPACT**

Approval of the subject parcel map will have no impact to the City's General Fund.

**BACKGROUND**

The subject property, located at 13808 Imperial Highway, is comprised of a single parcel (APN: 8044-030-009) measuring approximately 150,718 sq. ft. (3.46 acres), and located on the south side of Imperial Highway (See Location Map, Attachment A). The property is zoned M-1-PD (Light Manufacturing – Planned Development) and is currently developed with a 53,600 sq. ft. multi-tenant industrial building. The multi-tenant building is occupied by various office and light industrial uses. Industrial uses are located on the south and west side; residential uses are located to the north; and commercial uses are located to the east.



**Approval of Parcel Map No. 83729 – 13808 Imperial Highway**

Page 2 of 2

The developer is proposing to demolish the existing multi-tenant industrial building; subdivide the existing 3.46-acre parcel into two parcels, measuring 2.71 acres (Parcel 1) and 0.75 acres (Parcel 2); construct a new 203,532 gross sq. ft., 3-story, self-storage facility on Parcel 1; and construct two (2) multi-tenant industrial buildings, measuring 7,368 sq. ft. and 4,764 sq. ft., on Parcel 2. The existing cell tower along the easterly property line will remain.

To develop the property, the following entitlements were required and were approved by the Planning Commission on the October 10, 2022 (Attachment B):

- Development Plan Approval Case No. 993-995
- Conditional Use Permit Case No. 828
- Tentative Parcel Map Case No. 83729

A full-sized copy of the parcel map is available for review in the office of the City Clerk.

**ANALYSIS**

The request for approval is to subdivide the existing parcel (APN: 8044-030-009) of 3.46 acres into two parcels: Parcel 1 measuring 2.71 acres and Parcel 2 measuring 0.75 acres.

**ENVIRONMENTAL**

All environmental requirements have been confirmed to be met by the Planning Commission.

**DISCUSSION**

N/A

**SUMMARY/NEXT STEPS**

Upon the approval of the City Council of the recommended actions, City staff will coordinate the signatures and transmittal of the Parcel Map.

**ATTACHMENT(S):**

- A. Attachment A – Location Map
- B. Attachment B – Planning Commission Report (Planning Commission Report attachments are available in the office of the Planning Department)

**ITEM STATUS:**

**APPROVED:** ☐

**DENIED:** ☐

**TABLED:** ☐

**DIRECTION GIVEN:** ☐



## LOCATION MAP

PARCEL MAP 83729  
13808 Imperial Hwy



### **PUBLIC HEARING**

CEQA – Exemption: Section 15332, Class 32 (In-Fill Development)

Tentative Parcel Map (TPM) No. 83729

Development Plan Approval (DPA) Case Nos. 993-995

Conditional Use Permit (CUP) Case No. 828

TPM No. 83729: A request for approval to subdivide the existing  $\pm 3.46$ -acre parcel into two parcels, measuring  $\pm 2.71$  acres (Parcel 1) and  $\pm 0.75$  acres (Parcel 2); and

DPA Case No. 993: A request for approval to allow the construction of a new  $\pm 203,532$  gross sq. ft., 3-story, self-storage facility on Parcel 1; and

DPA Case Nos. 994-995: A request for approval to allow the construction of two (2) multi-tenant industrial buildings, measuring  $\pm 7,368$  sq. ft. and  $\pm 4,764$  sq. ft., on Parcel 2; and

CUP Case No. 828: A request for approval to allow the construction, operation, and maintenance of a new  $\pm 203,532$  gross sq. ft., 3-story, self-storage facility on Parcel 1.

The subject property is located at 13808 Imperial Highway (APN: 8044-030-009), within the M-1-PD, Light Manufacturing – Planned Development, Zone.  
(Public Storage)

### **RECOMMENDATIONS:**

- Open the Public Hearing and receive the staff report and any comments from the public regarding TPM No. 83729, DPA Nos. 993-995, and CUP 828, and thereafter, close the Public Hearing; and
- Find and determine that the proposed project will not be detrimental to persons or properties in the surrounding area or to the City in general, and will be in conformance with the overall purpose and objective of the Zoning Ordinance and consistent with the goals, policies and program of the City's General Plan; and
- Find that Tentative Parcel Map No. 83729 meets the standards set forth in Sections 66474 and 66474.6 of the Subdivision Map Act for the granting of a tentative or final map; and
- Find that the applicant's DPA requests meet the criteria set forth in §155.739 of the City's Zoning Ordinance, for the granting of a Development Plan Approval; and
- Find that the applicant's CUP request meets the criteria set forth in §155.716 of the City's Zoning Ordinance, for the granting of a Development Plan Approval; and



**RECOMMENDATIONS (cont.):**

- Find and determine that pursuant to Section 15332, Class 32 of the California Environmental Quality Act (CEQA), the project is Categorically Exempt; and
- Approve TPM No. 83729, DPA Case Nos. 993-995, and CUP Case No. 828 subject to the conditions of approval as contained within Resolution No. 216-2022; and
- Adopt Resolution No. 216-2022, which incorporates the Planning Commission's findings and actions regarding this matter.

**GENERAL INFORMATION**

A.	Applicant:	PS Southern California One Inc. 13808 Imperial Highway Santa Fe Springs, CA 90670
B.	Property Owner:	PS Southern California One Inc. 13808 Imperial Highway Santa Fe Springs, CA 90670
C.	Existing Zone:	M-1-PD Light Manufacturing – Planning Development
D.	General Plan:	Industrial
E.	CEQA Status:	Section 15332, Class 32 (In-Fill Development)
F.	Staff Contact:	Vince Velasco, Associate Planner <a href="mailto:vincevelasco@santafesprings.org">vincevelasco@santafesprings.org</a>

**LOCATION / BACKGROUND**

The subject property, located at 13808 Imperial Highway, is comprised of a single parcel (APN: 8044-030-009) measuring approximately 150,718 sq. ft. (3.46 acres), and located on the south side of Imperial Highway. The property is zoned M-1-PD (Light Manufacturing – Planned Development) and is currently developed with an approximately 53,600 sq. ft. multi-tenant industrial building. The existing multi-tenant building is occupied by various office and light industrial uses. Industrial uses are located on the south and west side; residential uses are located to the north (along the north side of Imperial Highway); and commercial uses are located to the east.

The developer is proposing to demolish the existing multi-tenant industrial building; subdivide the existing 3.46-acre parcel into two parcels, measuring 2.71 acres and 0.75 acres; construct a new  $\pm 203,532$  gross sq. ft., 3-story, self-storage facility on Parcel 1; and construct two (2) multi-tenant industrial buildings, measuring  $\pm 7,368$  sq. ft. and  $\pm 4,764$  sq. ft., on Parcel 2. The existing mono-palm cell tower along the easterly property line will remain.

### **TENTATIVE PARCEL MAP NO. 83729**

The proposed Tentative Parcel Map will subdivide the existing parcel (APN: 8044-030-009) that currently makes-up the subject site. As shown in the attached plans, the Tentative Parcel Map will subdivide the existing 3.46-acre parcel into two (2) separate parcels, measuring 2.71 acres (Parcel 1) and 0.75 acres (Parcel 2)

#### *Existing:*

Parcel "1" – 150,718 sq. ft. (approx. 3.46 acres)

#### *Proposed:*

Parcel "1" – 118,048 sq. ft. (approx. 2.71 acres)

Parcel "2" – 32,670 sq. ft. (approx. 0.75 acres)  
150,718 sq. ft. (approx. 3.46-acres)

### **DEVELOPMENT PLAN APPROVAL CASE NO. 993.**

#### Site Plan

As previously mentioned, the applicant is proposing to construct a new  $\pm 203,532$  gross sq. ft., 3-story, self-storage facility at 13808 Imperial Highway (APN: 8044-030-009). The proposed self-storage facility (Building A) will be setback a minimum 39 feet from the front property line along Imperial Highway and a minimum 39 feet from the front property line along Marquardt Avenue. Circulation within the development will be accomplished with one (1) 26-foot drive aisle that connects to a 34-foot driveway along Imperial Highway and a 34'-5" driveway along Marquardt Avenue. The security gates located at each driveway will be open during all business hours. Parking and landscaping will be provided throughout the development.

#### Floor Plan

The proposed floor plan will consist of the following:

Floor	Use	Size (sq. ft.)
1	Office	956
1	Storage	66,888
2	Storage	67,844
3	Storage	67,844

Elevations

The elevations indicate that the proposed self-storage facility will have a contemporary design. Tower features, infamous with other Public Storage™ facilities, have been incorporated into the northeast and northwest corners of the building. Similar to other modern self-storage developments, the northeast and northwest corners will be provided with extensive glazing, displaying faux storage doors. While the north and west elevations will be the most visible, architectural enhancements have been considered for the south and east elevations. Architectural features throughout the development include color variation, pop-outs, height variation, and a mixture of materials used. With a combination of the aforementioned architectural treatments, the project will result in an aesthetically pleasing building.

Lot Coverage/Floor Area Ratio

The City's recently adopted 2040 General Plan requires a floor area ratio (FAR) of 1.0 for properties with a land use designation of Industrial, however, it should be noted that the M-1 (Light Manufacturing) Zone does not have a lot coverage requirement. With a total site area of ±117,883 sq. ft., the maximum buildable area for the subject property is ±117,883 sq. ft. As proposed, the ±203,532 sq. ft. (1.73 FAR) industrial building exceeds the FAR limitations set forth within the new General Plan. It should be noted that the project was formally submitted prior to the 2040 General Plan adoption and will not be subject to the new requirements. However, the applicant understands that once the building is constructed, it will immediately be considered legal nonconforming.

Landscape Requirement

For maximum value, the majority of the landscaping will be provided along the front setback areas that adjoins both streets (Imperial Highway and Marquardt Avenue). The project's landscaping calculation consist of the following:

Area	Calculation	Required (sq. ft.)	Provided (sq. ft.)
Frontage	689 linear ft. x 25 sq. ft.	17,225	25,247
Parking	8,459 sq. ft. x 6%	508	903

The project, therefore, exceeds the minimum requirement set forth in the City's Zoning Ordinance.

Parking Requirements

A total of 21 parking stalls will be provided for the new self-storage building: 19 standard stalls, 1 electric vehicle stalls, and 1 accessible stalls. The project's parking calculation consist of the following:

Use	Calculation	Required	Provided
Self-Storage	203,532 sq. ft. ÷ 10,000	21 spaces	21 spaces

The proposed project, therefore, meets the minimum parking requirements set forth by the City's Zoning Ordinance

#### Planned Development

The subject property is currently zoned with a Planned Development (PD) Overlay. The intent of the PD Overlay is to allow variety and flexibility, while at the same time, maintaining high standards of design and quality of improvements. The proposed project does involve a deviation from the development standards set forth in the underlying M-1, Light Manufacturing, Zone. The deviation is to provide horizontal architectural enhancements to encroach into the required front yard setback.

Pursuant to Section 155.218 (Front Yard) of the City's Zoning Ordinance, the front yard setback required for M-1 zoned properties is 20', unless the property fronts onto a major or secondary highway, which then requires a minimum setback of 30'. Nevertheless, a property containing a building with a height greater than the minimum front yard setback distance shall be one foot for each foot of the building height, or portion thereof. As proposed, the minimum setback along Imperial Highway and Marquardt Avenue should be 41 feet, based on the proposed building height.

While the main building façade will be setback 42 feet from the front property line, the Public Storage™ signature display elements located at the northeast and northwest corners of the building will be setback a distance of 39 feet. Although the building height could technically be reduced to align with the 39-foot setback, the reduction would provide a less attractive building since the elements of the building that extend beyond 37'-4" (parapet) are simply architectural features used to enhance the building's design and curb appeal.

#### **DEVELOPMENT PLAN APPROVAL CASE NO. 994 - 995.**

##### Site Plan

In addition to the proposed 3-story self-storage facility, the applicant is proposing to construct two (2) multi-tenant industrial buildings along the east portion of the subject property located at 13808 Imperial Highway (APN: 8044-030-009). Building B will have a building size of ±7,368 sq. ft. and consist of two (2) tenant spaces. Building C will have a building size of ±4,764 sq. ft. and also consist of two (2) tenant spaces. While Building B will be setback a minimum 30 feet from the front property line along Imperial Highway, Building C will be located south of the existing cell tower at the southern end of Building B. The two (2) multi-tenant industrial buildings will share access and circulation with the self-storage facility. The security gates located at each driveway will be open during all business hours. Due to the rectangular shape of the parcel, the majority of landscaping will be provided within the front yard setback with tree planters distributed throughout the parking area.

The required number of parking stalls will be located between the west side of the two (2) buildings and the westerly property line.

### Floor Plan

The proposed floor plan will consist of the following:

Building	Suite	Office (sq. ft.)	Warehouse (sq. ft.)
B	A	288	3,396
B	B	288	3,396
C	A	242	2,140
C	B	242	2,140

### Elevations

The elevations indicate that the two (2) proposed multi-tenant industrial buildings will have a contemporary design. The single story buildings will have a maximum height of 22 feet. The two (2) office entries within Building B will have a minimum recessed area of 3 feet deep by 20 feet wide, while the two office entries within Building C will have a minimum recessed area of 3 feet deep by 10 feet wide. Additional architectural elements will be provided throughout the design including extensive glazing, color variation, height variation, and materials used. To enhance the overall development, the garage doors will be constructed with spandrel glazing panes rather than traditional steel. With a combination of the aforementioned architectural treatments, the project will result in aesthetically pleasing buildings.

### Lot Coverage/Floor Area Ratio

The City's recently adopted 2040 General Plan requires a floor area ratio (FAR) of 1.0 for properties with a land use designation of Industrial, however, it should be noted that the M-1 (Light Manufacturing) Zone does not have a lot coverage requirement. With a total site area of ±32,520 sq. ft., the maximum buildable area for the subject property is ±32,520 sq. ft. As proposed, the combined ±12,132 sq. ft. (0.37 FAR) industrial buildings are well within the FAR limitations set forth within the new General Plan.

### Landscape Requirement

For maximum value, the majority of the landscaping will be provided along the front setback area that adjoins Imperial Highway. The project's landscaping calculation consist of the following:

Area	Calculation	Required (sq. ft.)	Provided (sq. ft.)
Frontage	88 linear ft. x 25 sq. ft.	2,200	4,006
Parking	9,499 sq. ft. x 6%	570	847



The project, therefore, exceeds the minimum requirement set forth in the City's Zoning Ordinance.

#### Parking Requirements

A total of 25 parking stalls will be provided for the two (2) multi-tenant industrial buildings: 21 standard stalls, 1 electric vehicle stalls, and 3 accessible stalls. The project's parking calculation consist of the following:

Use	Calculation	Required	Provided
Industrial	12,132 sq. ft. ÷ 500	24 spaces	25 spaces

The proposed project, therefore, exceeds the minimum parking requirements set forth by the City's Zoning Ordinance.

#### **CONDITIONAL USE PERMIT CASE NO. 828:**

##### Company Background

Public Storage™ established themselves in El Cajon, California, in 1972 and has become the largest owner and operator of self-storage facilities in the world. The company began as a partnership between two men, Wayne Hughes and Ken Volk, and is now a publicly traded S&P 500 business with more than 5,000 employees nationwide.

##### Details of Proposed Use

As aforementioned, the proposed self-storage facility will be located within a newly constructed ±203,532 gross sq. ft. 3-story facility. The floor plan details that 956 sq. ft. will be dedicated to office area on the first floor, while the remaining floor area will consist of self-storage units and appurtenant improvements. According to their application materials, customers will visit the rental office to inquire about rental space, pay rent, or purchase packing supplies. In addition to renting storage space, Public Storage™ will offer limited packaging and storage related products for sale in the main customer lobby. The products being sold may include but are not limited to boxes, packing tape, bubble wrap, shrink-wrap, moving blankets, and mattress bags. None of these products are manufactured on-site, nor are they distributed off-site. Up to three (3) employees per shift will staff the facility. Customers will access the new building and their storage spaces through secured lobbies, using an individual access code. The proposed building will be climate-controlled, and all storage units will be accessible only from the inside of the building. Below are the proposed hours of operation.

**Proposed Hours of Operation**

Office Hours		Access Hours	
Sunday	9:30 AM – 5:00 PM	Sunday	6:00 AM – 9:00 PM
Monday	9:30 AM – 6:00 PM	Monday	6:00 AM – 9:00 PM
Tuesday	9:30 AM – 6:00 PM	Tuesday	6:00 AM – 9:00 PM
Wednesday	9:30 AM – 6:00 PM	Wednesday	6:00 AM – 9:00 PM
Thursday	9:30 AM – 6:00 PM	Thursday	6:00 AM – 9:00 PM
Friday	9:30 AM – 6:00 PM	Friday	6:00 AM – 9:00 PM
Saturday	9:30 AM – 5:00 PM	Saturday	6:00 AM – 9:00 PM

**STREETS AND HIGHWAYS**

The subject site is located on the southeast corner of Imperial Highway and Marquardt Avenue. Imperial Highway is designated as a Major Arterial (6-lanes) and Marquardt Avenue is designated as a Secondary Arterial, within the Circulation Element of the City's General Plan.

**ZONING AND LAND USE**

The subject property is zoned M-1-PD (Light Manufacturing – Planned Development). The property has a General Plan Land Use designation of Industrial. The zoning, General Plan and land use of the surrounding properties are as follows:

Surrounding Zoning, General Plan Designation, Land Use			
Direction	Zoning District	General Plan	Land Use (Address/Business Name)
North	A-1, Light Agricultural, Zone (County of LA)	Light Agricultural	<u>Residential</u> (12435 Ramsey Dr.)
	A-1, Light Agricultural, Zone (County of LA)	Light Agricultural	<u>Residential</u> (12424 Ramsey Dr.)
South	M-1-PD, Light Manufacturing – Planned Development, Zone	Industrial	<u>Manufacturing</u> (12704 Marquardt Ave./Linco Inc.)
East	IHSP-MUO, Imperial Highway Specific Plan – Mixed Use Overlay, Zone (City of La Mirada)	Commercial - Imperial Highway Specific Plan Area	<u>Restaurant</u> (13844 Imperial Hwy./Jim's Burgers)

West	M-2, Heavy Manufacturing, Zone	Industrial	<u>Recycling</u> (13750 Imperial Hwy./AIM Recycling SFS)
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### **LEGAL NOTICE OF PUBLIC HEARING**

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing for the proposed project was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on September 29, 2022. The legal notice was also posted in Santa Fe Springs City Hall, the City's Town Center Kiosk, the City's Library, and published in a newspaper of general circulation (Whittier Daily News) on September 29, 2022, as required by the State Zoning and Development Laws and by the City's Zoning Ordinance.

### **OUTREACH EFFORTS**

On March 23, 2022, the applicant hosted a community meeting at the subject site in an effort to listen to any potential concerns the neighboring community may have. A notice was sent out on February 14, 2022, to all property owners within 500 feet of the subject property (Attachment #4). According to the record, the meeting had a total of four (4) attendees, all of which were current tenants of the existing multi-tenant industrial building. The tenants were mainly interested in the ongoing length of the lease and asked questions of the proposed project.

### **ZONING REQUIREMENTS**

The procedures set forth in Section 155.736 of the Zoning Ordinance, states that a DPA is required to give proper attention to the siting of new structures or additions or alterations to existing structures. In addition, the procedures set forth in Section 155.213 (O) of the City's Zoning Ordinance, states that mini-warehouses (self-storage) shall be allowed only after a valid Conditional Use Permit has first been obtained.

<b>Code Section:</b>	<b>Development Plan Approval</b>
155.736	<u>Section 155.736</u> The purpose of the development plan approval is to assure compliance with the provisions of this chapter and to give proper attention to the siting of new structures or additions or alterations to existing structures, particularly in regard to unsightly and undesirable appearance, which would have an adverse effect on surrounding properties and the community in general.

Code Section:	Conditional Use Permit
155.213 (O)	<u>Section 155.213</u> The following uses shall be permitted in the M-1 Zone only after a valid conditional use permit has first been issued:  (O) Mini-warehouses

### **ENVIRONMENTAL DOCUMENTS**

After staff review and analysis, staff intends to file a Notice of Exemption (NOE) with the Los Angeles County Clerk within five (5) days of project approval (if the Planning Commission agrees), specifically Class 32, Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act (CEQA). The proposed project is consistent with the City's General Plan and zoning requirements. In addition, the project will not result in any significant traffic, noise, air quality, or water quality impacts. Furthermore, the project site is not listed on the Hazardous Waste and Substance Site List (Cortese List) as set forth in Government Code Section 65962.5.

### **AUTHORITY OF PLANNING COMMISSION**

#### **Tentative Parcel Map**

The Planning Commission, after receiving and hearing the results of investigations and reports on the design and improvements of any proposed division of real property for which a tentative map is filed, shall have the authority to impose requirements and conditions upon such division of land and to approve, conditionally approve or disapprove such map and division of land.

#### **Development Plan Approval**

The Planning Commission has the authority, subject to the procedures set forth in the City's Zoning Ordinance, to grant a Development Plan Approval when it has been found that said approval is consistent with the requirements, intent and purpose of the City's Zoning Ordinance. The Commission may grant, conditionally grant or deny approval of a proposed development plan based on the evidence submitted and upon its own study and knowledge of the circumstances involved, or it may require submission of a revised development plan.

#### **Conditional Use Permit**

The Planning Commission may grant, conditionally grant or deny approval of a Conditional Use Permit request based on the evidence submitted and upon its own study and knowledge of the circumstances involved and subject to such conditions as the Commission deems are warranted by the circumstances involved. These conditions may include the dedication and development of streets adjoining the property and other improvements. All conditions of approval shall be: binding upon

the applicants, their successors and assigns; shall run with the land; shall limit and control the issuance and validity of certificates of occupancy; and shall restrict and limit the construction, location, use and maintenance of all land and structures within the development.

**CRITERIA FOR GRANTING A TENTATIVE PARCEL MAP**

The Commission should note that in accordance with the State's Subdivision Map Act, before granting a Tentative Parcel Map, the Commission shall give consideration to the following:

- (A) Section 66473.5 and Sections 66474(a) and (b) of the Subdivision Map Act require tentative maps to be consistent with the general plan and specific plans. The proposed Tentative Parcel Map, subject to the attached conditions, is in accordance with the Subdivision Map Act in that.
- (B) Sections 66474(c) and (d) of the Subdivision Map Act require the site to be physically suitable for the type of development and proposed density of development.
- (C) Sections 66474(e) and (f) of the Subdivision Map Act require that the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat or is likely to cause serious public health concerns.
- (D) Section 66474(g) of the Subdivision Map Act requires that the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.
- (E) In accordance with Government Code Section 66474.6, it has been determined that the discharge of waste from the proposed subdivision, subject to the attached conditions, into the existing sewer system will not result in a violation of the requirements prescribed by the Regional Water Quality Control Board in that the developer is required to comply with the IS/MND Mitigation Monitoring and Reporting Program, submit an erosion control plan and comply with the NPDES Best Management Practices during the grading and construction phases of the project.
- (F) That the proposed subdivision shall be in accordance with Government Code Section 66473.1, entitled "Design of Subdivisions to provide for Future Passive or Natural Heating and Cooling Opportunities."

**CRITERIA FOR GRANTING A DEVELOPMENT PLAN APPROVAL**

The Commission should note that in accordance with Section 155.739 of the City's Zoning Ordinance, before granting a Development Plan Approval, the Commission shall give consideration to the following:

- (A) That the proposed development is in conformance with the overall objectives of this chapter.
- (B) That the architectural design of the proposed structures is such that it will enhance the general appearance of the area and be in harmony with the intent of this chapter.
- (C) That the proposed structures be considered on the basis of their suitability for their intended purpose and on the appropriate use of materials and on the principles of proportion and harmony of the various elements of the buildings or structures.
- (D) That consideration be given to landscaping, fencing and other elements of the proposed development to ensure that the entire development is in harmony with the objectives of this chapter.
- (E) That it is not the intent of this subchapter to require any particular style or type of architecture other than that necessary to harmonize with the general area.
- (F) That it is not the intent of this subchapter to interfere with architectural design except to the extent necessary to achieve the overall objectives of this chapter.
- (G) As a means of encouraging residential development projects to incorporate units affordable to extremely low income households and consistent with the city's housing element, the city will waive Planning Department entitlement fees for projects with a minimum of 10% extremely low income units. For purposes of this section, extremely low income households are households whose income does not exceed the extremely low-income limits applicable to Los Angeles County, as published and periodically updated by the state's Department of Housing and Community Development pursuant Cal. Health and Safety Code § 50106.

**CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT**

The Commission should note that in accordance with Section 155.716 of the Zoning Ordinance, in studying any application for a Conditional Use Permit, the Commission shall give consideration to the following:

- (A) Satisfy itself that the proposed use will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general.



- (B) Give due consideration to the appearance of any proposed structure and may require revised architectural treatment if deemed necessary to preserve the general appearance and welfare of the community

**CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT: PD ZONE**

Pursuant to §155.330 of the City's Zoning Ordinance, in considering an application for a Conditional Use Permit in the PD Zone, the Commission, in addition to all other applicable provisions of this chapter pertaining to conditional use permits, shall consider probable future development of adjoining properties and surrounding areas and shall take into consideration the following criteria:

- (A) The location, siting and arrangement of uses, buildings, structures and facilities shall be coordinated in such a manner as to provide for efficiency, convenience, safety and a high standard of design in the proposed development as well as to provide for compatibility with adjoining properties and surrounding areas.
- (B) The location, size and quality of design of landscaping, architectural walls, signs and other design features shall provide compatibility and to be harmonious with other uses, buildings, structures and facilities within the proposed development as well as with adjoining properties and surrounding areas.
- (C) Where different zone districts meet, the interface shall be made as harmonious and compatible as possible through consideration of the criteria set forth in this section.
- (D) The proposed development shall be in conformance with the overall purposes and objectives of this chapter and consistent with the goals, policies and programs of the general plan.

**STAFF REMARKS**

Based on the findings set forth in the attached Resolution (216-2022), staff finds that the applicants request meets the criteria set forth in the State's Subdivision Map Act, for the granting of Tentative Parcel Map Case No. 83729. Staff also finds that the applicant's requests meet the criteria set forth in §155.739 of the City's Zoning Ordinance, for the granting of Development Plan Approval. Furthermore, staff finds that the applicant's request meets the criteria set forth in §155.716 of the City's Zoning Ordinance, for the granting of a Conditional Use Permit. Lastly, staff finds that the applicant's request meets the criteria set forth in §155.330 of the City's Zoning Ordinance, for the granting of a Conditional Use Permit in the Planned Development (PD) Zone.

**CONDITIONS OF APPROVAL**

Conditions of approval for DPA 989 are attached to Resolution 216-2022 as Exhibit A.

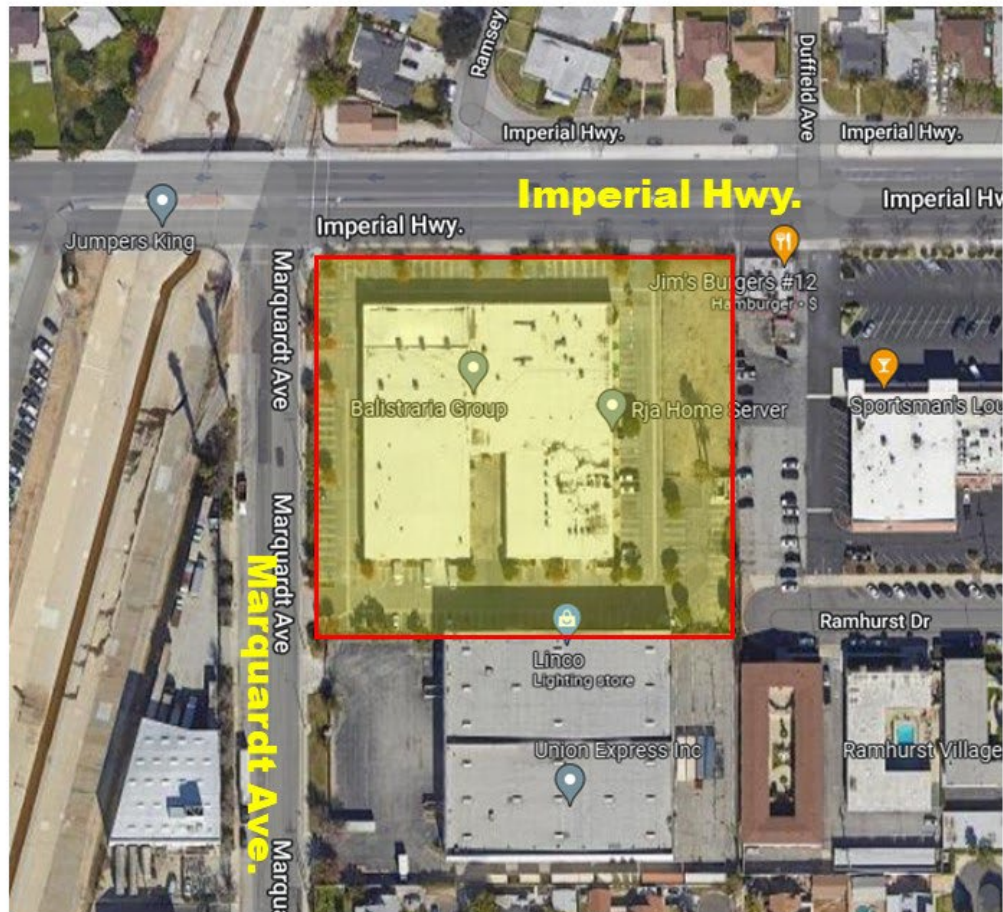


Wayne M. Morrell  
Director of Planning

Attachments:

1. Aerial Photograph
2. Public Hearing Notice
3. Radius Map for Public Hearing Notice
4. Neighborhood Outreach Meeting Notice
  - a. Sign-In Sheet
5. Class 32 Categorical Exemption Report
6. Full Set of Proposed Plans
7. Resolution 216-2022
  - a. Exhibit A – Conditions of Approval

## Attachment #1: Aerial Photograph



### AERIAL PHOTOGRAPH

TENTATIVE PARCEL MAP NO. 83729  
DEVELOPMENT PLAN APPROVAL CASE NOS. 993-995  
CONDITIONAL USE PERMIT CASE NO. 828



NORTH

13808 Imperial Highway  
(Applicant: PS Southern California One Inc.)

**Attachment #2: Public Hearing Notice****FILE COPY**

11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • [www.santafesprings.org](http://www.santafesprings.org)

*"A great place to live, work, and play"*



**NOTICE OF PUBLIC HEARING  
TENTATIVE PARCEL MAP (TPM) NO. 83729;  
DEVELOPMENT PLAN APPROVAL (DPA) CASE NOS. 993-995;  
CONDITIONAL USE PERMIT (CUP) CASE NO. 828**

**NOTICE IS HEREBY GIVEN** that the Planning Commission of the City of Santa Fe Springs will hold a Public Hearing to consider the following:

**TENTATIVE PARCEL MAP NO. 83729:** A request for approval to subdivide the existing  $\pm 3.46$ -acre parcel into two parcels, measuring  $\pm 2.71$  acres (Parcel 1) and  $\pm 0.75$  acres (Parcel 2); and

**DEVELOPMENT PLAN APPROVAL CASE NO. 933:** A request for approval to allow the construction of a new  $\pm 203,532$  gross sq. ft., 3-story, self-storage facility on Parcel 1; and

**DEVELOPMENT PLAN APPROVAL CASE NOS. 994-995:** A request for approval to allow the construction of two (2) multi-tenant industrial buildings, measuring  $\pm 7,368$  sq. ft. and  $\pm 4,764$  sq. ft., on Parcel 2; and

**CONDITIONAL USE PERMIT CASE NO. 828:** A request for approval to allow the construction, operation, and maintenance of a new  $\pm 203,532$  gross sq. ft., 3-story, self-storage facility on Parcel 1.

**PROJECT LOCATION:** 13808 Imperial Highway (APN: 8044-030-009).

**THE HEARING** will be held before the Planning Commission of the City of Santa Fe Springs in the Council Chambers of the City Hall, 11710 Telegraph Road, Santa Fe Springs, on **Monday, October 10, 2022 at 6:00 p.m.**

You may also attend the meeting telephonically or electronically using the following means:

Electronically using Zoom

Go to Zoom.us and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/558333944?pwd=b0FqbKv2aDZneVRnQ3BjYU12SmJIQT09>

Zoom Meeting ID: 558 333 944

Annette Rodriguez, Mayor • Joe Angel Zamora, Mayor Pro Tem

City Council

Juanita Martin • John M. Mora • Jay Sarno

City Manager

Raymond R. Cruz

**Attachment #2: Public Hearing Notice (Cont.)**

Password: 554545

Telephonically

Dial: 888-475-4499

Meeting ID: 558 333 944

**CEQA STATUS:** After staff review and analysis, staff intends to file a Notice of Exemption (NOE) with the Los Angeles County Clerk within five (5) days of project approval (if the Planning Commission agrees), specifically Class 32, Section 15332 (In-Fill Development) of the California Environmental Quality Act (CEQA). The proposed project is consistent with the City's General Plan and zoning requirements. In addition, the project will not result in any significant traffic, noise, air quality, or water quality impacts. Furthermore, the project site is not listed on the Hazardous Waste and Substance Site List (Cortese List) as set forth in Government Code Section 65962.5.

**ALL INTERESTED PERSONS** are invited to participate in the Public Hearing before the Planning Commission and express their opinion on the subject item listed above. Please note that if you challenge the afore-mentioned item in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the office of the Commission at, or prior to, the Public Hearing.

**PUBLIC COMMENTS** may be submitted in writing to the Planning Program Assistant at [teresacavallo@santafesprings.org](mailto:teresacavallo@santafesprings.org). Please submit your written comments by 12:00 p.m. on the day of the Planning Commission meeting. You may also contact the Planning Department at (562) 868-0511 ext. 7550.

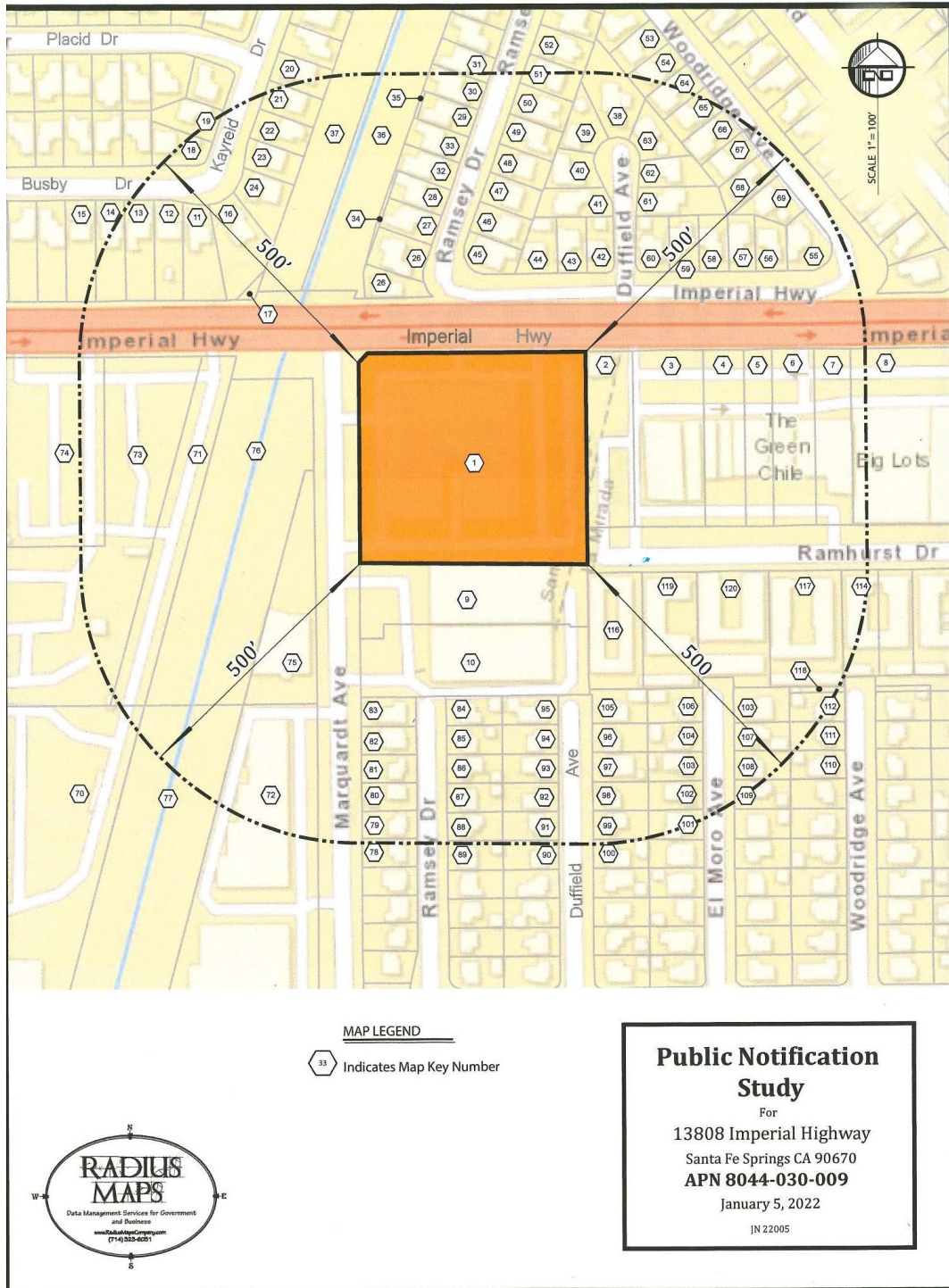
**FURTHER INFORMATION** on this item may be obtained from Vince Velasco, Associate Planner, via e-mail at: [VinceVelasco@santafesprings.org](mailto:VinceVelasco@santafesprings.org) or otherwise by phone at: (562) 868-0511 ext. 7353.

Wayne M. Morrell  
Director of Planning  
City of Santa Fe Springs  
11710 Telegraph Road  
Santa Fe Springs, CA 90670

Annette Rodriguez, Mayor • Joe Angel Zamora, Mayor Pro Tem  
City Council  
Juanita Martin • John M. Mora • Jay Sarno  
City Manager  
Raymond R. Cruz



### Attachment #3: Radius Map for Public Hearing Notice





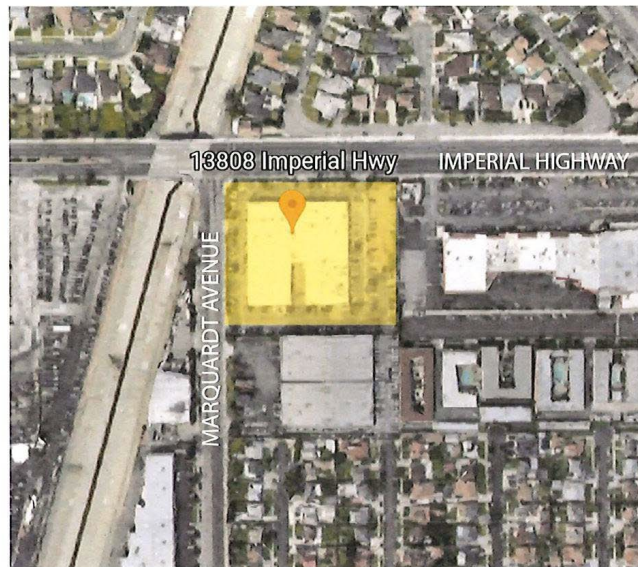
## **Attachment #4: Neighborhood Outreach Meeting Notice**

### **Neighborhood Outreach Meeting**

**Public Storage Proposed Project**  
**Project Address: 13808 Imperial Highway**

**Meeting Venue: Project Site 13808 Imperial Hwy, Su. 100**  
**Date: March 23, 2022 - Time: 6:00 P.M.**

**Project Location**



**Attachment #4: Neighborhood Outreach Meeting Notice (Cont.)**

Entry View from Northeast Corner along Imperial Highway – Self-storage building



Entry View from Northeast Corner along Imperial– Industrial building

Public Storage has purchased the property at 13808 Imperial Highway, which is at the northwest corner of Imperial Highway and Marquart Avenue. Public storage proposes to demolish the existing industrial building and construct a new three-story self-storage building and a one-story industrial building. All new site improvements and landscaping will be provided, and the existing cell tower will remain. Thirty to forty feet of new landscaping will be located between the streets and the buildings.

If you are interested in learning more about this proposal and seeing the conceptual plans, we invite you to drop in for this neighborhood meeting and provide us your feedback and comments.

For questions regarding this project, please contact Aaron Anderson, Development Director for Public Storage at 949-570-8915, [aanderson4@publicstorage.com](mailto:aanderson4@publicstorage.com).



**Attachment #5: Class 32 Categorical Exemption Report**

**Attachment #6: Full Set of Proposed Plans**

**Attachment #7: Resolution 216-2022**

**a. Exhibit A – Conditions of Approval**





**CITY OF SANTA FE SPRINGS**  
**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** René Bobadilla, P.E., City Manager

**BY:** Vince Velasco, Associate Planner

**SUBJECT:** **Resolution No. 9884 – Declaration of Surplus Property Pursuant To AB 1486 – City-Owned Properties within the Mixed-Use Downtown (MU-DT) Zone**

**DATE:** October 3, 2023

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**RECOMMENDATION:**

It is recommended that the City Council:

- 1) Find that the declaration of city-owned land is exempt from environmental review under the California Environmental Quality Act (CEQA); and
- 2) Adopt Resolution No. 9884, declaring that real properties owned by the city and located within the Mixed-Use – Downtown (MU-DT) Zone as surplus land and not necessary for public city's use pursuant to AB 1486 (Surplus Land Act);
- 3) Take such additional, related action that may be desirable.

**FISCAL IMPACT**

The cost of compliance with the Surplus Land Act is not currently known. As required by HCD, the City must notice the available surplus land through an online portal on the HCD website. The cost to notify local public agencies is minimal. However, depending on the number of responses to the notice of availability, City staff and consultants may need to spend multiple hours possibly negotiating with multiple entities.

**BACKGROUND**

The Surplus Land Act ("SLA") of California (Government Code Section 54221) requires that a City must declare the real property to be "surplus land" or "exempt status land"

**Resolution No. 9884 – Declaration of Surplus Property Pursuant to AB 1486 – City-Owned Properties within the Mixed-Use – Downtown (MU-DT) Zone**

Page 2 of 4

before the City can take any action (sale or lease) to dispose of the property. Cities are also prohibited from negotiating any disposition of the property prior to compliance with the procedural requirements of the Surplus Land Act. Surplus land is publicly owned land deemed not necessary for a local agency's use, according to a local agency's plan, including but not limited to, utility sites or land used for conservation purposes.

In the fall of 2019, Governor Newsom signed Assembly Bill ("AB") 1486. AB 1486 amended the SLA to include, among others, changes to help address the current housing crisis by promoting the construction of affordable housing on surplus land. The amendment also connects affordable housing developers to local surplus land through a notification process and strengthens enforcement of the SLA by requiring reporting of surplus land inventory to the California Department of Housing and Community Development ("HCD"). The amended law became effective on January 1, 2020.

**ANALYSIS**

N/A

**ENVIRONMENTAL**

The City has determined that the designation of this property as surplus does not have the potential to create a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not have the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

**DISCUSSION**

The City of Santa Fe Springs owns real property consisting of approximately 5.96 acres at the southwest corner and the northwest corner of Telegraph Road and Norwalk Boulevard, commonly referred to as the Sculpture Garden and the Former Chevron Site, respectively. The descriptions of both sites being declared as surplus land are provided below.

**Sculpture Garden**

The 5.07-acre site does not have an assigned address, is comprised of two parcels (APNs: 8009-007-930 and 8009-007-931), and is located at the southwest corner of Telegraph Road and Norwalk Boulevard (Attachment A). The subject site has a General Plan land use designation of Downtown and a zoning designation of MU-DT (Mixed-Use – Downtown). In December of 1983, the City acquired this site for governmental use as a sculpture garden. This site currently houses historical memorabilia consisting of 13 sculptures depicting Santa Fe Springs' history from the time of the Gabrielino Indians to

**Resolution No. 9884 – Declaration of Surplus Property Pursuant to AB 1486 – City-Owned Properties within the Mixed-Use – Downtown (MU-DT) Zone**

Page 3 of 4

the present. The former Santa Fe Springs Community Development Commission funded the acquisition of the Sculpture Garden and the construction of the Bridge that connects the northeast corner and the southwest corner of the intersection.

Before becoming a sculpture garden, this site was previously used for oil production and operated by a gas station. Due to the previous activities on the site, there are six (6) previously abandoned oil wells and underground storage tanks. The oil wells and underground storage tanks have been known to have leaked over time and caused the soil to become contaminated. According to the Phase I Environmental Assessment and Limited Phase II Sampling Report, it is recommended that a Soils Management Plan (SMP), vapor study, and possibly the re-abandonment of oil wells be performed prior to the redevelopment of this site.

Former Chevron Site

The 0.89-acre site has an address of 12171 Telegraph Road, is comprised of a single parcel (APN: 8005-012-902), and is located at the northwest corner of Telegraph Road and Norwalk Boulevard (Attachment B). Similarly to the Sculpture Garden, the subject site has a General Plan land use designation of Downtown and a zoning designation of MU-DT (Mixed-Use – Downtown). The site was also previously used for oil production and operated as a gas station. Today, the site is vacant and there are two (2) previously abandoned oil wells. While a formal environmental assessment has not been performed for this site, the redevelopment may require the re-abandonment of either or both oil wells and possibly the remediation of contaminated soils.

**SUMMARY/NEXT STEPS**

Pursuant to the provisions of California Government Code Section 54220 et seq., the City of Santa Fe Springs is required to first declare the available land as surplus and offer such surplus land to various entities including housing sponsors and other public agencies for the development of affordable housing, parks, or open space before the City can privately negotiate any disposition of dispose of the land, either for sale or for lease. Pursuant to the amended Surplus Land Act, the City must send a written notice of availability of the Sculpture Garden and the Former Chevron Site by electronic mail or certified mail to all of the entities identified in Government Code Section 54222, which include local public entities and housing sponsors that have notified the California Department of Housing and Community Development of their interest in surplus land for the purpose of developing low- and moderate-income housing, to the County of Los Angeles, any regional park authority and the State Resources Agency for open space purposes; and to the local school district for school facilities or use.

If one of the entities/agencies receiving the notice of availability desires to purchase or lease either site, it must notify the City of its interest to do so in writing within 60 days of receiving the City's notice. The City must negotiate in good faith with the entity/agency for a period of 90 days. If no one replies within 60 days of issuance of the notice of

**Resolution No. 9884 – Declaration of Surplus Property Pursuant to AB 1486 – City-Owned Properties within the Mixed-Use – Downtown (MU-DT) Zone**

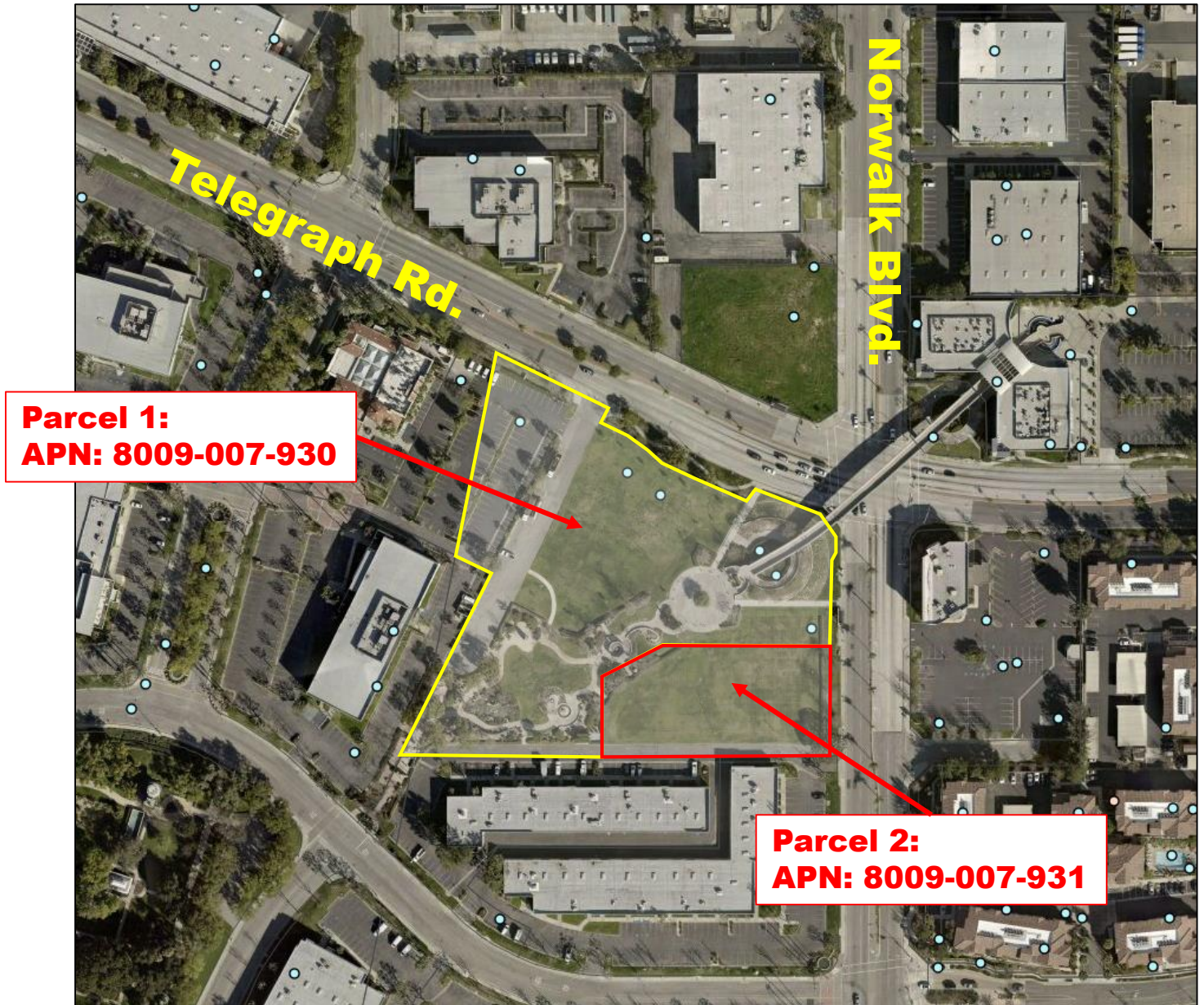
Page 4 of 4

availability, the City may then privately negotiate any disposition or otherwise dispose of the land. On the other hand, if multiple notices of interest are received, the Surplus Land Act establishes priorities, with the first priority given to entities that agree to use the property for affordable housing. In the event that no agreement is reached between the City and any interested entity/agency after the 90-day good faith negotiation period, the land may then be disposed of without further regard to the Surplus Land Act.

**ATTACHMENT(S):**

- A. Attachment A – Sculpture Garden Aerial
- B. Attachment B – Former Chevron Site Aerial
- C. Attachment C – Resolution No. 9884 & Exhibit A

<b><u>ITEM STATUS:</u></b>	
<b>APPROVED:</b>	<input type="checkbox"/>
<b>DENIED:</b>	<input type="checkbox"/>
<b>TABLED:</b>	<input type="checkbox"/>
<b>DIRECTION GIVEN:</b>	<input type="checkbox"/>



## AERIAL PHOTOGRAPH

SURPLUS LAND  
SCULPTURE GARDEN SITE

APN'S: 8009-007-930 & 8009-007-931



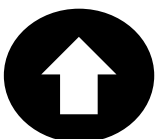
NORTH





**AERIAL PHOTOGRAPH**

**SURPLUS LAND  
FORMER CHEVRON SITE  
APN: 8005-012-902**



**NORTH**



**RESOLUTION NO. 9884**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS  
DECLARING CERTAIN CITY-OWNED PROPERTIES WITHIN THE MIXED-USE –  
DOWNTOWN (MU-DT) ZONE AS SURPLUS PROPERTY PURSUANT TO AB 1486**

WHEREAS, the City Council of the City of Santa Fe Springs is the owner of real property described in Exhibit “A,” attached hereto and made a part of hereof (“Property”).

WHEREAS, under the Surplus Property Land Act, Government Code Sections 54220-54233 (“Act”), surplus land is defined as land owned by the Agency for which the Agency takes formal action in a regular public meeting declaring the land as surplus and not necessary for the City’s use.

WHEREAS, the City Council desires to declare the Property as surplus land and not necessary for the City’s use as defined in state law;

NOW, THEREFORE, the City Council of the City of Santa Fe Springs does hereby resolve as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby declares that the Property is surplus and not necessary for the City’s use. First, the Sculpture Garden, located at the southwest corner of Telegraph Road and Norwalk Boulevard, has served the community as a sculpture garden since 1983. Over the last several years, the City has received multiple inquiries about the redevelopment of both parcels for various commercial and hospitality uses. Moreover, the Former Chevron Site, located at the northwest corner, has remained vacant and underutilized since 2005. Furthermore, following the dissolution of all redevelopment agencies in the State of California, the City prepared a state-mandated Long Range Property Management Plan, and following such plan and state mandates, the sale of Former Chevron Site is required. Lastly, In February 2022, the Agency adopted the 2040 General Plan with the intent to create a downtown area, which includes the Property and several adjacent properties.

SECTION 3. The Director of Planning or his/her designee is hereby directed to prepare and send a notice of availability to the entities designated in Government Code Section 54222 (“designated entities”) by electronic mail or certified mail.

SECTION 4. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines. It has been determined that the designation of the Property as surplus does not have the potential to create a significant effect on the environment and is therefore exempt from further review under CEQA, pursuant to State CEQA Guidelines Section 15060(c)(3)

because it is not a project as defined by the CEQA Guidelines Section 15378. The adoption of the Resolution does not have the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 5. The City Council is hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed. Such actions include negotiating in good faith in accordance with the requirements of the Act with any of the designated entities that submit a written notice of interest to purchase or lease the Property in compliance with the Act.

SECTION 6. This resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED by the City Council of the City of Santa Fe Springs, at a regular meeting held this 3<sup>rd</sup> day of October 2023 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Juanita Martin, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City Clerk

# EXHIBIT A – SURPLUS PROPERTY LIST

Location	Acres	APN	Existing Use	General Plan Land Use	Zoning
No Address	±4.03	8009-007-930	Sculpture Garden	Mixed-Use - Downtown	MU-DT
No Address	±1.04	8009-007-931	Park	Mixed-Use - Downtown	MU-DT
12171 Telegraph Rd.	±0.89	8005-012-902	Vacant	Mixed-Use - Downtown	MU-DT



**CITY OF SANTA FE SPRINGS**  
**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members  
**FROM:** René Bobadilla, P.E., City Manager  
**BY:** Janet Martinez, CMC, City Clerk  
**SUBJECT:** Minutes of the July 26, 2023 Special City Council Meeting  
**DATE:** October 3, 2023

---

**RECOMMENDATION(S):**

It is recommended that the City Council:

- 1) Approve the minutes as submitted.

**FISCAL IMPACT**

N/A

**BACKGROUND**

Staff has prepared minutes for the following meeting:

- Special City Council Meeting of July 26, 2023.

**ANALYSIS**

N/A

**ENVIRONMENTAL**

N/A

**DISCUSSION**

N/A

**SUMMARY/NEXT STEPS**

N/A

**ATTACHMENT(S):**

A. July 26, 2023 Special Meeting Minutes

<b><u>ITEM STATUS:</u></b>	
<b>APPROVED:</b>	<input type="checkbox"/>
<b>DENIED:</b>	<input type="checkbox"/>
<b>TABLED:</b>	<input type="checkbox"/>
<b>DIRECTION GIVEN:</b>	<input type="checkbox"/>



APPROVED:

## MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

July 26, 2023

1. **CALL TO ORDER**

Mayor Martin called the meeting to order at 3:00 p.m.

2. **ROLL CALL**

**Members present:** Councilmembers Rounds, Mayor Pro Tem Sarno, and Mayor Martin.

**Members absent:** Councilmember Zamora and Rodriguez.

3. **PUBLIC COMMENTS**

There was no one wishing to speak during public comments.

### CITY COUNCIL

4. **CONSENT AGENDA**

Resolution No. 9880 – Approval of Participation in the Los Angeles Urban County Program

**Recommendation:**

- Approve Resolution No. 9880.

It was moved by Councilmember Rounds, seconded by Mayor Pro Tem Sarno, to approve Resolution No. 9880, by the following vote:

**Ayes:** Rounds, Sarno and Martin.

**Nays:** None

**Absent:** Rodriguez, Zamora

5. **ADJOURNMENT**

Mayor Martin adjourned the meeting at 3:03 p.m.

\_\_\_\_\_  
Juanita Martin  
Mayor

**ATTEST:**

\_\_\_\_\_  
Janet Martinez  
City Clerk

\_\_\_\_\_  
Date



**CITY OF SANTA FE SPRINGS**  
**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** René Bobadilla, P.E., City Manager

**BY:** James Enriquez, P.E., Director of Public Works

**SUBJECT:** Residential Streets Improvements South of Florence Avenue (Triangle) and Longworth Avenue (Orr & Day Road to Harvest Avenue) – Final Payment

**DATE:** October 3, 2023

---

**RECOMMENDATION:**

It is recommended that the City Council:

- 1) Approve the Final Payment to R.J. Noble Company of Orange, California for \$81,770.50 (Less 5% Retention) for the subject project; and
- 2) Take such additional, related, action that may be desirable.

**FISCAL IMPACT**

The total project cost breakdown is as follows:

<b>Item</b>	<b>Estimated Amount</b>
Construction	\$ 1,650,373
Design	\$ 245,000
Engineering	\$ 75,000
Inspection	\$ 50,000
Contingency	\$ 0
Estimated Total Project Cost:	\$ 2,020,373
<b>Project Funding</b>	<b>Amount</b>
Utility Users Tax (UUT) Capital Improvement Fund	\$ (2,748,500)
Estimated Total Project Cost	\$ 2,020,373
Estimated Total Fund Surplus:	\$ 728,127



**Residential Streets Improvements South of Florence Avenue (Triangle) and Longworth Avenue (Orr & Day Road to Harvest Avenue) – Final Payment**

Page 2 of 3

The total project cost, including construction, design, engineering, and inspection is \$2,020,373. The project has sufficient funds and the City will have an estimated fund surplus in the amount of \$728,127 that will be available to reprogram for other capital improvement projects.

The attached payment detail represents the Final Payment (less 5% Retention) due, per terms of the contract, for the work that has been completed and found to be satisfactory.

**BACKGROUND**

At the March 7, 2023 City Council Meeting R.J. Noble Company of Orange California was awarded a contract in the amount of \$1,485,650. The original scope of work called for a slurry seal treatment for some of the streets. Staff negotiated a change order to construct a more durable grind-and-overlay for these streets at an increased construction cost of \$164,723 (11.1% increase in total contract amount).

The Residential Streets Improvements South of Florence Avenue (Triangle) and Longworth Avenue (Orr & Day Road to Harvest Avenue) project consisted of grinding the existing asphalt pavement and placing new asphalt concrete overlays, removal/replacement of selected sidewalks, driveway aprons, curb ramps, curb and gutter, grinding of displaced sidewalk, removal of selected trees, installation of new trees, installation of catch basin screens, and lastly installation of new signing and striping.

**ANALYSIS**

N/A

**ENVIRONMENTAL**

N/A

**DISCUSSION**

The Residential Streets Improvements South of Florence Avenue (Triangle) and Longworth Avenue (Orr & Day Road to Harvest Avenue) project improved the condition of asphalt pavement streets, increasing service life, enhancing operational safety, reducing maintenance cost and enriching the residential community's quality of life.

**SUMMARY/NEXT STEPS**

Upon the approval of the City Council of the recommended actions, the Public Works Department will coordinate with the Finance Department to issue a final payment to R.J. Noble Company.

**Residential Streets Improvements South of Florence Avenue (Triangle) and Longworth Avenue (Orr & Day Road to Harvest Avenue) – Final Payment**

Page 3 of 3

**ATTACHMENT:**

A. Attachment A – Final Payment Detail

<b><u>ITEM STATUS:</u></b>	
<b>APPROVED:</b>	<input type="checkbox"/>
<b>DENIED:</b>	<input type="checkbox"/>
<b>TABLED:</b>	<input type="checkbox"/>
<b>DIRECTION GIVEN:</b>	<input type="checkbox"/>

## Payment Detail:

RESIDENTIAL STREET IMPROVEMENTS SOUTH OF FLORENCE AVENUE (TRIANGLE)  
AND LONGWORTH AVENUE (ORR AND DAY ROAD TO HARVEST AVENUE)

Contractor: **R.J. Noble Company**  
15505 East Lincoln Avenue  
Orange, CA - 92865

Final Payment: \$ **77,681.97**

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount
Contract Work									
1.	Mobilization	1	LS	\$ 70,000.00	\$ 70,000.00	25%	\$ 17,500.00	100%	\$ 70,000.00
2.	Traffic Control & Public Safety.	1	LS	\$ 16,000.00	\$ 16,000.00	0%	\$ -	100%	\$ 16,000.00
3.	Preparation, Implementation and Modification of the SWPPP.	1	LS	\$ 3,500.00	\$ 3,500.00	0%	\$ -	100%	\$ 3,500.00
4.	Construction Survey and Monument Perpetuation.	1	LS	\$ 32,500.00	\$ 32,500.00	25%	\$ 8,125.00	100%	\$ 32,500.00
5.	Clearing and Grubbing.	1	LS	\$ 56,500.00	\$ 56,500.00	0%	\$ -	100%	\$ 56,500.00
6.	Cold Mill (Header Cut or Full) 0"-2" Existing Macadam Pavement, Crack Seal, and Apply Tack Coat.	80,500	SF	\$ 0.35	\$ 28,175.00	0	\$ -	109,985	\$ 38,494.75
7.	Construct 2" Thick Asphalt Concrete (AC) C2 PG 64-10 with Fiber Reinforced Asphalt Concrete (FRAC).	3,000	TON	\$ 141.00	\$ 423,000.00	0	\$ -	4,046.76	\$ 570,593.16
8.	Overlay Fiber Reinforced Type II Slurry Seal with 3% Latex Binder.	87,000	SF	\$ 0.50	\$ 43,500.00	0	\$ -	0	\$ -
9.	Sawcut, Remove Existing and Construct AC Dig Out Fiber Reinforced Asphalt Concrete (FRAC).	175	TON	\$ 350.00	\$ 61,250.00	0	\$ -	232	\$ 81,200.00
10.	Sawcut, Remove Existing and Construct Curb and Gutter Per City of Santa Fe Springs Standard Plan No. R-7, Type A2 or A4 and Per Detail.	1,750	LF	\$ 115.00	\$ 201,250.00	0	\$ -	2,257	\$ 259,555.00
11.	Sawcut, Remove Existing and Construct 4" Thick PCC Sidewalk Per City of Santa Fe Springs Standard Plan No. R-2 and Per Detail.	9,600	SF	\$ 17.50	\$ 168,000.00	0	\$ -	5,205	\$ 91,087.50
12.	Grind Existing Sidewalk Flush Per City of Santa Fe Springs Standard Plan No. 13.	40	LF	\$ 55.00	\$ 2,200.00	0	\$ -	24	\$ 1,320.00
13.	Construct or Remove and Replace ADA Curb Ramp and Sidewalk per 2018 Caltrans Standard Plan A88A-Case Per Plan and Per Details.	21	EA	\$ 6,800.00	\$ 142,800.00	0	\$ -	14	\$ 95,200.00
14.	Remove Existing and Construct PCC Residential Driveway per City of Santa Fe Springs Standard Plan No. R-6.1 and Per Detail.	17	EA	\$ 4,500.00	\$ 76,500.00	0	\$ -	22	\$ 99,000.00
15.	Sawcut, Remove Existing and Construct Modified CMU Block Wall Per Plan Details.	1	LS	\$ 13,000.00	\$ 13,000.00	0	\$ -	0	\$ -

Payment Detail:

Contractor: **R.J. Noble Company**Final Payment: \$ **77,681.97****RESIDENTIAL STREET IMPROVEMENTS SOUTH OF FLORENCE AVENUE (TRIANGLE)****15505 East Lincoln Avenue****AND LONGWORTH AVENUE (ORR AND DAY ROAD TO HARVEST AVENUE)****Orange, CA - 92865**

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount

**Contract Work**

16.	Furnish and Install Catch Basin United Storm Water Wing-Gate ARS Cover or Approved Equivalent (Size to Fit Each Unique Catch Basin) Including Catch Basin Stencil.	12	EA	\$ 2,400.00	\$ 28,800.00	12	\$ 28,800.00	12	\$ 28,800.00
17.	Adjust Manhole Frame and Cover to Grade.	38	EA	\$ 725.00	\$ 27,550.00	0	\$ -	51	\$ 36,975.00
18.	Adjust Water Valve Frame and Cover to Grade.	12	EA	\$ 825.00	\$ 9,900.00	0	\$ -	15	\$ 12,375.00
19.	Construct Tree Planter Per City of Santa Fe Springs Standard Plan NO. M-4, Per Detail H on Sheet 2 and Install Tree.	1	LS	\$ 43,500.00	\$ 43,500.00	0.00%	\$ -	90.91%	\$ 39,545.85
20.	Traffic Signing, Thermoplastic Markings, Striping, Pavement Markers.	1	LS	\$ 10,000.00	\$ 10,000.00	0	\$ -	1	\$ 10,000.00
21.	Plant Establishment Period (12 Months).	1	LS	\$ 27,000.00	\$ 27,000.00	84.85%	\$ 22,909.50	84.85%	\$ 22,909.50
22.	Adjust Gas Valve Frame and Cover to Grade.	1	EA	\$ 725.00	\$ 725.00	0	\$ -	0	\$ -

Contract Total: \$ 1,485,650.00    Total this Period: \$ 77,334.50    \$ 1,565,555.76

**Contract Change Order No. 1**

A.	Bid Item # 6 - Adjusted Unit Rate Difference = \$ 0.46 - \$ 0.35 = \$ 0.11 per SF.	109,047	SF	\$ 0.11	\$ 11,995.17	0	\$ -	109,985	\$ 12,098.35
B.	Bid Item # 7 - Adjusted Unit Rate Difference = \$ 143.22 - \$ 141.00 = \$ 2.22 per TON.	4,090	TON	\$ 2.22	\$ 9,079.80	0.00	\$ -	4,046.76	\$ 8,983.81
C.	Florence Avenue Point Repairs	1	LS	\$ 59,300.00	\$ 59,300.00	0.00	\$ -	1.00	\$ 59,300.00

**Contract Change Order No. 2**

D.	Remove Existing 3 Traffic Signal Loops and Replace with new at EB Florence Ave.	1	LS	\$ 3,675.00	\$ 3,675.00	1	\$ 3,675.00	1	\$ 3,675.00
E.	Install 2 signs on existing sign post at Flallon Ave.	1	LS	\$ 761.00	\$ 761.00	1.00	\$ 761.00	1.00	\$ 761.00

Contract + Contract Change Order 1 contract change Order 2 Total: \$ 81,770.50

Total Completed Items to Date: \$ 1,650,373.92



Payment Detail:  
RESIDENTIAL STREET IMPROVEMENTS SOUTH OF FLORENCE AVENUE (TRIANGLE)  
AND LONGWORTH AVENUE (ORR AND DAY ROAD TO HARVEST AVENUE)

Contractor: R.J. Noble Company  
15505 East Lincoln Avenue  
Orange, CA - 92865

Final Payment: \$ 77,681.97

Item No.	Description	Contract				Completed This Period		Completed To Date	
		Quantity	Units	Unit Price	Total	Quantity	Amount	Quantity	Amount

Contract Work

CONTRACT PAYMENTS:

Total Items Completed to Date:	\$	1,650,373.92
Less 5% Retention:	\$	82,518.70
Less Progress Payment 1	\$	514,277.75
Less Progress Payment 2	\$	975,895.50
Final Payment :	\$	77,681.97

Invoice Date	Invoice No.	Warrant Billing Period		Amount	Retention Amount
		Invoice Due Date	Invoice Pay Date		
07/10/2023	229255	07/26/2023	08/03/2023	\$ 514,277.75	\$ 27,067.25
07/31/2023	230596	08/23/2023	08/31/2023	\$ 975,895.50	\$ 51,362.92
09/21/2023	232133	10/04/2023	10/12/2023	\$ 77,681.97	\$ 4,088.53

	Amount	Account
Finance Please Pay:	\$ 77,681.97	PW220002
5% Retention Completed this Period:	\$ 4,088.53	Banner Bank Escrow Account No. 2145
Recommended by Project Manager:	Robert Garcia	Robert Garcia #2232 9-21-23
Approved by PW Director:	James Enriquez	



**CITY OF SANTA FE SPRINGS**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** René Bobadilla, P.E., City Manager

**BY:** Maricela Balderas, Director of Community Services

**SUBJECT:** **Approve and Authorize the Director of Community Services to Sign Three Grant Agreements between the Santa Fe Springs City Library and the California State Library**

**DATE:** October 3, 2023

---

**RECOMMENDATION(S):**

It is recommended that the City Council:

- 1) Approve and authorize the Director of Community Services to sign the following grant agreements from the State Library:
  - a. eBooks for All
  - b. Zip Books
  - c. SFS Grows: Climate Warriors

**FISCAL IMPACT**

In total for these 3 grant agreements, the City will receive \$46,914. There is a \$3,000 required match from the General Fund for the eBooks for All grant, which will be absorbed by the Library's operational budget.

**BACKGROUND**

The Library has received the following grants from the California State Library:

- 1) \$32,000 for eBooks for All, which funds the Library's purchase of e-books and e-audiobooks for the State Library's e-book and e-audiobook collection
- 2) \$4,914 for Zip Books, which funds the Library's participation in the State's Zip Books program
- 3) \$10,000 for SFS Grows: Climate Warriors, which partially funds Thursday Club, a Community Services program for developmentally disabled adults.



**Approve and Authorize the Director of Community Services to Sign Three Grant Agreements Between the Santa Fe Springs City Library and the California State Library**

Page 2 of 2

**ANALYSIS**

N/A

**ENVIRONMENTAL**

N/A

**DISCUSSION**

These three grants will enhance the Library's offerings by providing a further collection of e-books and books that are not readily available at the Library. The Zip Books program provides library users with speedy access to books that are not available at their local libraries. A patron simply requests the item, the library purchases it from Amazon, and the book is shipped directly to the patron's home.

**SUMMARY/NEXT STEPS**

After approval, the Director of Community Services will sign the grant agreements, and staff will implement the grant program accordingly.

**ATTACHMENT(S):**

- A. Attachment A – Agreement between the Santa Fe Springs City Library and the California State Library for the Zip Book Project grant
- B. Attachment B – Agreement between the Santa Fe Springs City Library and the California State Library for the eBooks for All grant
- C. Attachment C – Agreement between the Santa Fe Springs City Library and the California State Library for the for SFS Grows: Climate Warriors grant

**ITEM STATUS:**

**APPROVED:** ☐

**DENIED:** ☐

**TABLED:** ☐

**DIRECTION GIVEN:** ☐



July 31, 2023

Ms. Deborah Raia, Library Services Manager  
Santa Fe Springs City Library  
11700 Telegraph Rd  
Santa Fe Springs, CA, 90670

Subject: Zip Books Project ZIP23-82

Dear Ms. Deborah Raia:

We are pleased to approve the grant application for the Zip Book Project for a total of \$4,914 in California Library Services Act funds to purchase books and prime membership. Over the 2023/24 grant period, please take steps to ensure that as many Zip Books as possible are added to your permanent library collection. These steps might include approving only those patron requests which meet your collection development guidelines and/or may appeal to your community.

Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents. For more information, please refer to the Zip Book Guidelines located on the [State Library website](#).

Upon receipt of a completed claim form that is free of errors or inaccurate information, the State Library processes it for routing to the Office of the State Controller which ultimately issues the check. The total time for the claim form to be processed, routed, payment issued, and mailed can be up to eight weeks, but is often a shorter timeframe. If you still have not received payment after eight weeks, please contact your grant monitor.

The Grant Monitor assigned to your project is Monica Rivas. She is available to assist you throughout the year and she can be reached via email at [monica.rivas@library.ca.gov](mailto:monica.rivas@library.ca.gov). Please stay in touch with your Grant Monitor throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:  
A handwritten signature in black ink that reads "Greg Lucas".  
BDA30984C414C416...  
Greg Lucas

8/9/2023

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

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

CC: Monica Rivas, [monica.rivas@library.ca.gov](mailto:monica.rivas@library.ca.gov)  
Lena Pham, [lena.pham@library.ca.gov](mailto:lena.pham@library.ca.gov)  
Deborah Raia, [deborahraia@santafesprings.org](mailto:deborahraia@santafesprings.org)

In Process



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



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## **PROJECT SUMMARY**

### **AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Santa Fe Springs City Library for the project.**

#### **AWARD AGREEMENT NUMBER ZIP23-82**

This Award Agreement ("Agreement") is entered into on July 01, 2023 by and between the California State Library ("State Library") and, Santa Fe Springs City **Library** ("Grantee").

This Award Agreement pertains to Grantee's State-funded Zip Books project.

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

The Grantee was selected by the State Library to receive state grant funds in the amount of \$4,914 through the process adopted by the State Library in administering such grants.

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





## PROCEDURES and REQUIREMENTS

### A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until June 30, 2024. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30, 2024 and all eligible program costs must be incurred by this date.

### B. Scope of Work

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

### C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

## D. Narrative and Financial Reports

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

Reporting Period	Report	Due Date
July 01- December 31,2023	1 <sup>st</sup> Financial and Mid Project Program Narrative Report Due	January 31, 2024
January 01– Project End Date June 30, 2024	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	July 31, 2024

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

## E. Claim Form and Payment

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

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

In Process



## EXHIBIT A: TERMS and CONDITIONS

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

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

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

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

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

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

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

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



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

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

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

**Santa Fe Springs City Library**  
**Ms. Deborah Raia**  
**11700 Telegraph Rd**  
**Santa Fe Springs, CA, 90670**  
**deborahraia@santafesprings.org**

**California State Library**  
**Ms. Monica Rivas**  
**900 N Street**  
**Sacramento, CA 95814**  
**monica.rivas@library.ca.gov**

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

obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

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

- 3) Any available counseling, rehabilitation, and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

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

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

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

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Zip Books Project. If the Grant Monitor determines the Grantee has not complied

with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

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

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

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

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

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

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

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

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms

and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

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

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

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

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$4,914 and shall be expended/encumbered in the designated award period.

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

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

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

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of



the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

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

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

provisions that constitute this Agreement, the following order of precedence shall apply:

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

30. Payment:

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

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

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

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

- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
  - e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
    - o \$4,914 upon execution of the agreement and submission of claim by the grantee organization.
    - o If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of \$0.
42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.
43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate

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

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

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

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

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.



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

In Process



## EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$4,914. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

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

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

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

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

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

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

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

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

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

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

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

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

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

### Certification

ORGANIZATION	
<b>Name:</b>	<b>Address</b> <i>(official and complete):</i>
PROJECT COORDINATOR	
<b>Name:</b>	
<b>Email:</b>	<b>Phone:</b>
GRANTEE AUTHORIZED REPRESENTATIVE	
<b>Name:</b> Maricela Balderas	<b>Title:</b>
<b>Email:</b> maricelabalderas@santafesprings.org	<b>Phone:</b>
<b>Signature:</b>	<b>Date:</b>



### Authorized Representative Signature

ORGANIZATION	
<b>Name:</b>	<b>Address (official and complete):</b>
AUTHORIZED REPRESENTATIVE	
<b>Signature:</b>	<b>Date:</b>
<b>Printed Name of Person Signing:</b> Maricela Balderas	<b>Title:</b>
STATE OF CALIFORNIA	
<b>Agency Name:</b> California State Library	<b>Address:</b> 900 N Street, Sacramento, CA 95814
<b>Signature:</b> <small>DocuSigned by:</small> 	<b>Date:</b> 8/9/2023
<b>Printed Name of Person Signing:</b> Greg Lucas	<b>Title:</b> California State Librarian





### EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES

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

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

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

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

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

<b>AIRLINE TICKETS:</b> Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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April 25, 2022

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

Dear Grantee,

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

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

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

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

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

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



**CALIFORNIA LIBRARY SERVICES ACT  
FINANCIAL CLAIM  
PAYMENT IN FULL**

**Grant Award #:** ZIP23-82 **Date:**

**Invoice #:** ZIP23-82-01 **PO #:** 6531

**Payee Name:** Santa Fe Springs City Library  
(Legal name of authorized agency to receive, disburse and account for funds\*)

**Complete Address:**

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

**Amount Claimed:** \$4,914 **Type of Payment:**

(Payable Upon Execution of Agreement) ☐ PROGRESS

**Grantee Name:** Santa Fe Springs City Library ☐ FINAL

(Name on Award Letter and Agreement) ☒ IN FULL

**Project Title:** Zip Books Project ☐ AUGMENT

**For Period From: upon execution to end of grant period**

**CERTIFICATION**

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

By

\_\_\_\_\_  
(Signature of the Authorized Representative)

Maricela Balderas

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

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

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

ENY: 2023  
PURCHASING AUTHORITY NUMBER: CSL-6120  
COA: 5432000  
FAIN: N/A

ITEM NO: 6120-211-0001, Chapter 12, Statutes of 2023  
REPORTING STRUCTURE: 61202000  
PROGRAM #: 5312

By

Date

\_\_\_\_\_  
(State Library Representative)

**PAYEE DATA RECORD**

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

STD 204 (Rev. 03/2021)

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

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

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

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

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

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

**Section 4 – Payee Residency Status** (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Ca. State Library

**UNIT/SECTION**

Admin/Accounting

**MAILING ADDRESS**

900 N Street

**FAX****TELEPHONE** (include area code)

916-603-7157

**CITY**

Sacramento

**STATE**

CA

**ZIP CODE**

95814

**E-MAIL ADDRESS**

accounting@library.ca.gov

**PAYEE DATA RECORD**

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

**GENERAL INSTRUCTIONS**

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

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

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

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

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

**Section 1 – Payee Information**

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

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

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

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

**Section 2 – Entity Type**

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

**Section 3 – Tax Identification Number**

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

**Section 4 – Payee Residency Status**

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

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

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

Withholding Services and Compliance Section: 1-888-792-4900  
For hearing impaired with TDD, call: 1-800-822-6268

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

**Section 5 – Certification**

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

**Section 6 – Paying State Agency**

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

**Privacy Statement**

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

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



August 10, 2023

Deborah Raia,  
Library Services Manager  
Santa Fe Springs City Library  
11700 Telegraph Rd.  
Santa Fe Springs, CA 90670

Dear Deborah Raia:

The California State Library is pleased to approve the grant application for the **eBooks For All** project for a total of **\$32,000** in federal Library Services and Technology Act (LSTA) funds.

This letter contains general information regarding the LSTA award process as well as information specific to your project. Once you have reviewed this letter, please review the Award Agreement and Certification of Compliance included in your award packet and refer to the LSTA Grant Guide located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>) for more information.

#### **LSTA Funds and Payments**

Processing of grant payments may take from eight to ten weeks before delivery. If you have not received payment ten weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

Please note: If your full grant amount is more than \$20,000, ten percent (10%) of the grant award is withheld until the end of the project period (unless otherwise noted in the Award Agreement and Certification of Compliance. This ten percent (10%) is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the award packet.

#### **Reporting**

Financial and program narrative reports are required throughout and following the project period. All required reporting materials are located on the State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) (<https://www.library.ca.gov/grants/manage/>) webpage. Reporting period and deadlines can be found in the Award Agreement and Certification of Compliance for this project. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.



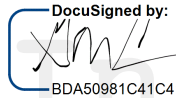
## Project Support Team

Your project support team is available throughout the project period to assist you. There are two people assigned to your project. The first is your Grant Monitor who is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Michelle Killian and can be reached via email at [michelle.killian@library.ca.gov](mailto:michelle.killian@library.ca.gov). You are also assigned a Library Programs Consultant (LPC) for ongoing programmatic support. The Library Programs Consultant (LPC) assigned to your project is Chris Durr and can be reached via email at [chris.durr@library.ca.gov](mailto:chris.durr@library.ca.gov).

Please stay in touch with your project support team throughout the award period. Read the enclosed award packet thoroughly and contact your project support team if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:  
  
BDA50981C41C416...

Greg Lucas  
California State Librarian

cc: Jessica Magallanes	<a href="mailto:jessicamagallanes@santafesprings.org">jessicamagallanes@santafesprings.org</a>
Chris Durr:	<a href="mailto:chris.durr@library.ca.gov">chris.durr@library.ca.gov</a>
Michelle Killian	<a href="mailto:michelle.killian@library.ca.gov">michelle.killian@library.ca.gov</a>
Nicole Olson	<a href="mailto:federalgrants.fiscal@library.ca.gov">federalgrants.fiscal@library.ca.gov</a>
Angie Shannon:	<a href="mailto:angie.shannon@library.ca.gov">angie.shannon@library.ca.gov</a>
Lynne Oliva:	<a href="mailto:lynne.oliva@library.ca.gov">lynne.oliva@library.ca.gov</a>
Reed Strege:	<a href="mailto:reed.strege@library.ca.gov">reed.strege@library.ca.gov</a>
Natalie Cole:	<a href="mailto:natalie.cole@library.ca.gov">natalie.cole@library.ca.gov</a>

**THE BASICS – YOUR LSTA GRANT AWARD**

Award #:	LS-E-23-6
File #:	E-6
IMLS #:	LS-253616-OLS-23
Organization:	Santa Fe Springs City Library
Project Title:	eBooks For All
Award Amount:	\$32000

**2023/2024 LSTA APPROVED BUDGET**

Salaries/Wages/Benefits	\$0
Consultant Fees	\$0
Travel	\$0
Supplies/Materials	\$0
Equipment (\$5,000 or more per unit)	\$0
Services	\$32000
Project Total	\$32000
Indirect Cost	\$0
Grant Total	\$32000 (LSTA Funds Only)
Payment Schedule	45%/45%/10%

Start Date:	8/7/2023
End Date:	9/30/2024
<p>This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.</p>	



LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA)  
**AWARD AGREEMENT AND  
CERTIFICATION OF COMPLIANCE**



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## PROJECT SUMMARY

### **AWARD AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY and Santa Fe Springs City Library for the eBooks For All AWARD AGREEMENT NUMBER LS-E-23-6**

This Award Agreement ("Agreement") is entered into on 8/7/2023 by and between the California State Library ("State Library") and Santa Fe Springs City Library, ("Subrecipient").

This Award Agreement pertains to Santa Fe Springs City Library's LSTA-funded eBooks For All project.

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

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of \$32,000 through the process adopted by the State Library in administering such grants.

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



## PROCEDURES and REQUIREMENTS

### A. Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until 9/30/2024. If completion of the project occurs prior to the end of the award period, this will be the end date of the term of this agreement. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on 8/31/2024 and all eligible program costs must be incurred by this date.

### B. Scope of Work

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

### C. Spending Funds

1. There are federal restrictions for how LSTA funding can and cannot be spent. Please be sure to review the [Restrictions on the Use of LSTA Grant Funds](#), also detailed in Exhibit B of this agreement, to ensure that LSTA funds are used appropriately. Unallowable costs may not be counted toward a project's match or in-kind contribution.

## D. Narrative and Financial Reports

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

Reporting Period	Report	Due Date
N/A	Baseline Self-Assessment Due	October 6, 2023
August - October	1 <sup>st</sup> Quarter Financial Report Due	November 15, 2023
November - February	2 <sup>nd</sup> Quarter Financial Report Due and Mid Project Program Narrative Report Due	March 15, 2024
March – August 31	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	Upon completion of the project but no later than September 30, 2024
60 Days from Project End Date (if end date is extended see extension letter for new dates)	Liquidation Financial Report Due (Only required if encumbered funds have not been spent by project end date)	October 31, 2024



4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Subrecipient agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

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

1. The California State Library shall provide the Subrecipient payment as outlined in the payment schedule, and only for those activities and costs specified in the approved award application.
2. The Subrecipient shall complete, sign, and submit the Certification of Compliance form (Exhibit D) and the Financial Claim form (included in your award packet) to the California State Library within 14 days of receiving the award packet. These forms will be issued, signed and submitted using the online signature and agreement platform, DocuSign.
3. Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Subrecipient under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Subrecipient, the Subrecipient shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Subrecipient. It is the Subrecipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For awards over \$20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and Grant Monitor approval of the final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**  
The California State Library will make payments to the Subrecipient in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Subrecipient may typically expect payment to be

issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.

**8. Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement and the Subrecipient shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Subrecipient to reflect the reduced amount.
- c. This grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
- d. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2023-2024 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
- e. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
- f. The California State Library has the option to amend the grant award to reflect any reduction of funds.
- g. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.



## EXHIBIT A: TERMS AND CONDITIONS

1. Accessibility: The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

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

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

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

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

2. Acknowledgment: The Institute of Museum and Library Services and the California State Library shall be acknowledged in all promotional materials and publications related to the LSTA-funded project.

- a. LSTA award recipients must ensure that the Library Services and Technology Act receive full credit as the funding program and that the Institute of Museum and Library Services (IMLS) likewise, is acknowledged as the federal source of funds.
- b. Publications and information releases about the project must credit the Library Services and Technology Act (LSTA). An appropriate statement for a publication or project press release is:

*"This [publication/project] was supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian."*

As appropriate, this disclaimer should be added:

*"The opinions expressed herein do not necessarily reflect the position or policy of the U.S. Institute of Museum and Library Services or the California State Library, and no official endorsement by the U.S. Institute of Museum and Library Services or the California State Library should be inferred."*

- c. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.
  - d. For more examples from Institute of Museum and Library Services (IMLS) provided for recipients of national level grants, please see [IMLS Acknowledgement Requirements](#).
  - e. IMLS Logo: Use of the IMLS logo, which can be downloaded [on the IMLS Logos page](#), is required on any publications. Please refer to the [IMLS Brand Standards page](#) for further details and usage requirements. If the award project results in copyrightable material, the sub Subrecipient or any subcontractor of the sub Subrecipient is free to copyright the work. However, IMLS and the State Library reserve a royalty-free, exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for government purposes.
  - f. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or use the [IMLS Media Content Authorization and Release form](#).
3. Agency: In the performance of this Agreement the Subrecipient and its agents and employees shall act in an independent capacity and not as officers,

employees or agents of the California State Library. The Subrecipient is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Subrecipient shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Subrecipient may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Subrecipient, and their respective successors and assigns.
7. Audit and Records Access: The Subrecipient agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. To meet federal and state requirements, Subrecipients agrees to maintain grant records for five years following the California State Library's submission of the last expenditure report for the LSTA Five-Year Plan under which the award was issued, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

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

A records retention schedule is included in the LSTA Grant Guide available to LSTA awardees.

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

<b>Santa Fe Springs City Library</b>	<b>California State Library</b>
Deborah Raia	Michelle Killian
11700 Telegraph Rd.	900 N Street
Santa Fe Springs, CA, 90670	Sacramento, CA 95814
(562) 868-7738, Ext 7814	916-603-6706
deborahraia@santafesprings.org	michelle.killian@library.ca.gov

10. Confidentiality: Subrecipient will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential, or is protected by privilege. Subrecipient agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Subrecipient of their responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Subrecipient. As a result, the State

shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

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



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

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

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

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

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.
19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such

termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Subrecipient's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline. Extensions of up to 30 days following the original project period end date may be granted. Extended project end dates may not exceed the end of the Federal fiscal year (September 30).

21. Failure to Perform: If the Grant Monitor determines the Subrecipient has not complied with this Agreement, or is not implementing the project as approved by the State Library, the Subrecipient may forfeit the right to reimbursement of any grant funds not already by the California State Library, including, but not limited to, the ten percent (10%) withhold.

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

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

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

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

24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at their sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Subrecipient to forfeit the unexpended portion of the grant funds, including,

but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

25. Fringe Benefit Ineligibility: Subrecipient agrees that neither the Subrecipient nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
26. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
27. Grant Monitor: The Grant Monitor may monitor Subrecipient performance to ensure Subrecipient expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements, unless such authority is expressly stated in the Procedures and Requirements.
28. Independent Action: Subrecipient reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Subrecipient's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Subrecipient shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
29. Indemnification: Subrecipient agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.
30. License to Use: The California State Library and the Institute of Museum and Library Services reserve a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works,

distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Subrecipient in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

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

31. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed \$32,000 and shall be expended/encumbered in the designated award period.

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

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

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

Additionally, Subrecipient, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of

the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

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

34. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

35. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Federal Restrictions on the Use of LSTA Funds, LSTA Award Requirements, Certificate of Compliance, and Project Summary of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Subrecipient's California State Library-

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

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Federal Restrictions on the Use of LSTA Funds
- (e) LSTA Award Requirements
- (f) Certificate of Compliance
- (g) Project Summary
- (h) Subrecipient's Application
- (i) All other attachments hereto, including any that are incorporated by reference.

In Process

36. Payment:

- a. The approved Budget, if applicable as detailed in the Award Letter, states the maximum amount of allowable costs for each of the tasks identified in the Activity Timeline included in the project application. California State Library shall provide funding to the Subrecipient for only the work and tasks specified in the Subrecipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Subrecipient shall carry out the work described in the Subrecipient's Application in accordance with the approved Budget, and shall obtain the Grant Monitor's written approval of any changes or modifications to the approved project as described in the Subrecipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Subrecipient fails to obtain such prior written approval, the State Librarian or designee, at their sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Subrecipient shall request funds in accordance with the funding schedule included in this agreement.
- d. For awards with total funding exceeding \$20,000, ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Subrecipient to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

- e. Lodgings, Meals and Incidentals: Subrecipient's eligible costs are limited to the amounts authorized in the [U.S. General Services Administration](#) (contact the Grant Monitor for more information).
  - f. Payment will be made only to the Subrecipient.
  - g. Allowable expenses shall not be incurred unless and until the Subrecipient receives official award notification as described in the Procedures and Requirements.
37. Personal Jurisdiction: The Subrecipient consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Subrecipient s expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
38. Personnel Costs: If there are eligible costs pursuant to Exhibit D, Eligible and Ineligible Costs, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.
39. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Subrecipient, or any other person or entity in connection with the Project. It is mutually agreed that Subrecipient is responsible for furnishing funds beyond the award that may be necessary to complete outcomes or deliverables.
40. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
41. Prohibited Use: The expenditure under this program shall not be used to supplant Subrecipient efforts in other grant programs provided by the California State Library and shall not be used to supplant subrecipient effort.
42. Provisions: This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and



Congressional Record – House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, December 26, 2013. Congress enacted the Museum and Library Services Act of 2010 (Pub. L. 111-340, codified at 20 U.S.C. § 9101 *et seq.*), which also incorporates Library Services and Technology Act (LSTA).

- a. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.

43. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et seq.* This includes the Interim and Final reports, and any other written communications between the parties. Subrecipient agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Subrecipient agrees to alert the State Library as to a basis for exemption, if any exists.
44. Publicity Obligations: Subrecipient will notify the State Library of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Subrecipient will acknowledge the LSTA support as noted above. Subrecipient agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Subrecipient, and may distribute such information to third parties.
45. Records: Communications, grant related documents, data, original receipts and invoices must be maintained by Subrecipient and shall be made available to the State Library upon request. Subrecipient agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Subrecipient's operation to ensure compliance with this Agreement, with reasonable advance notice.
46. Reduction of Waste: In the performance of this Agreement, Subrecipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to:

the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

47. Reimbursement Limitations: Under no circumstances shall the Subrecipient seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Subrecipient shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
48. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.
- a. The subrecipient shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
  - b. The subrecipient shall be responsible for submitting to the State Library Financial Reports reflecting project expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
  - c. To obtain payment hereunder the subrecipient shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
  - d. In-full payments are typically made for awards totaling \$20,000 or less.
  - e. Funding for awards totaling more than \$20,000 are issued in three payments following a 45%/45%/10% payment schedule, unless an exception has been made.
  - f. The final 10% of the grant award (if applicable) is payable only if the subrecipient fulfills all project reporting requirements and returns all unspent funds by the time specified in the Grant Guide. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award, which may result in federal audit exceptions against the State and the loss of LSTA funds.
  - g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:

- \$14,400 upon execution of the agreement and submission of claim by fiscal agent
- If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of \$14,400
- If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of \$3,200

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

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

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

52. Subrecipient: The Subrecipient is the government or other legal entity to which a subaward is awarded and which is accountable to the grantee for the use of the funds provided.

- a. The subrecipient will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subrecipient will keep such records and afford such access as the California State Librarian or Library may find necessary to assure the correctness and verification of such reports.

- b. The control of funds and title to property derived there from shall be in a subrecipient agency for the uses and purposes provided; a subrecipient agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.
53. Subrecipient Accountability: The Subrecipient is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Subrecipient has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Subrecipient is responsible for repayment of the funds to the California State Library.
54. Subrecipient Funds: It is mutually agreed that the Subrecipient is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
55. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
- The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.
56. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
57. Unused Funds: At the end-of-term Subrecipient agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the award period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistently with the terms of this Agreement.

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

58. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Subrecipient, shall constitute a waiver of any of California State Library's rights or of any of Subrecipient's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.
59. Work Products: Subrecipient shall provide California State Library with copies of all final products identified in the Work Plan and Application. Subrecipient shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
60. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Subrecipient or Subrecipient's employees or contract personnel. If Subrecipient hires employees to perform services required by this Agreement, Subrecipient shall provide Workers' Compensation insurance for them. The Subrecipient is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Subrecipient agrees to comply with such provisions before commencing the performance of the work of this Agreement.



## EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

The [Code of Federal Regulations \(CFR\)](#) specifies what expenditures and activities LSTA funding can and cannot support. LSTA awardees are cautioned that they must abide by all regulations when implementing their projects and in using grant funds. Applicants and awardees should contact the State Library at [LSTAgants@library.ca.gov](mailto:LSTAgants@library.ca.gov) in cases of ambiguity or uncertainty, or with any questions about identifying allowable cost items under Federal procedures.

### *Unallowable Costs and Restrictions*

The following list includes common unallowable costs and restrictions on the use of federal funds. This summary is provided for convenience. It is not exhaustive, and applicants and awardees should not rely solely on the information provided here when developing project budgets, implementing projects, and using grant funds.

#### **Advertising and public relations**

Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of scrap or surplus materials, and other specific purposes necessary to meet the requirements of the Federal award. Public relations costs are allowable when incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award. Costs of advertising and public relations at conventions, meetings or other events, including displays, demonstrations, exhibits, meeting rooms, hospitality suites, and special facilities used in conjunction with shows and special events; and salaries of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings are unallowable. Costs of advertising and public relations designed solely to promote the non-Federal entity are unallowable. See electronic code of federal regulations: [Advertising and Public Relations](#)

#### **Advisory councils**

Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444 General costs of government, applicable to states, local governments and Indian tribes. See electronic code of federal regulations: [Advisory Councils](#)

**Advocacy, lobbying, and associated costs**

The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans, is unallowable. Costs of membership in organizations substantially engaged in lobbying are unallowable. See electronic code of federal regulations: [Lobbying](#)

**Alcoholic beverages**

Costs of alcoholic beverages are unallowable. Code of Federal Regulations: [Alcoholic Beverages](#)

**Backfill and salaries or benefits for individuals not directly contributing to the grant-funded project**

Costs not integral or directly contributing to the project are not allowable as [direct costs](#). See electronic code of federal regulations: [Direct Costs](#)

**Bad debts or other financial costs**

Bad debts (debts which have been determined to be uncollectable), including losses (whether actual or estimated) arising from uncollectable accounts and other claims, are unallowable. Related collection costs, and related legal costs, arising from such debts after they have been determined to be uncollectable are also unallowable. Code of Federal Regulations: [Bad Debts](#).

**Building, construction, renovation, and permanent installation and/or affixation costs**

Building, construction, or renovation costs are unallowable. Permanent installations and affixations are unallowable. See electronic code of federal regulations: [Equipment and Other Capital Expenditures](#), [Rearrangement and Reconversion Costs](#), and [Maintenance and Repair Costs](#)

**Collection development purchases not integral to the project and not aligned with programming**

Collection development purchases not integral to the project and not aligned with programming are unallowable.

**Contributions, donations, honorariums, stipends**

Contributions, donations, honorariums, stipends are not allowable. *Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable.*

**Costs that are NOT integral to the project, reasonable, and/or necessary**

For costs to be considered allowable, they must be integral to the project, reasonable and necessary.

**Devices capable of connecting to the internet**



Devices capable of connecting to the internet are unallowable for awardees that are not [Children's Internet Protection Act \(CIPA\)](#) compliant.

**Entertainment and performances**

Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable. See electronic code of federal regulations: [Entertainment](#)

**[Equipment](#) not approved by IMLS**

All proposed equipment purchases (single item or unit valued at \$5,000 or more) must receive IMLS approval in order to be considered allowable.

**Fines and penalties**

Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the Federal awarding agency. See electronic code of federal regulations: [Fines and Penalties](#)

**Food and refreshments**

Food and refreshments are unallowable unless an approved project activity requires a working meal. Applicants should consult the State Library with questions.

**Fundraising**

Costs of organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions, are unallowable. See electronic code of federal regulations: [Fundraising and Investment Management Costs](#)

**General government expenses**

The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. See electronic code of federal regulations: [General Government Expenses](#)

**Gifts, honorarium, stipends, awards, or other incentives**

Contributions and donations, including cash, property, and services, that use grant funds and are made by grant recipients to others, regardless of the recipient, are unallowable. See electronic code of federal regulations: [Contributions and Donations](#)

**Income from project**

Project income, e.g., fees charged for the use of library space in the context of a grant project, or to recover out of pocket project-related costs, or to create products such as

manuals, or for other expenditures directly related to and used for the purposes of the grant and accrued under the conditions of the grant award, are allowable. See electronic code of federal regulations: [Program Income](#) for further information. Awardees must contact their project support team if they anticipate their project generating income.

**Losses on other grants (e.g. using one grant to cover excess costs incurred for another grant-funded project)**

Any excess of costs over income under any other award or contract of any nature is unallowable. This includes, but is not limited to, the non-Federal entity's contributed portion by reason of cost-sharing agreements or any under-recoveries through negotiation of flat amounts for indirect (F&A) costs. Also, any excess of costs over authorized funding levels transferred from any award or contract to another award or contract is unallowable. All losses are not allowable indirect (F&A) costs and are required to be included in the appropriate indirect cost rate base for allocation of indirect costs. See electronic code of federal regulations: [Losses on Other Awards or Contracts](#)

**Memberships, subscriptions, and professional activities**

Costs of the grant recipient's memberships in business, technical, and professional organizations are allowable. (NOTE: The State Library's policy is that use of LSTA funds for personal memberships in organizations is not permitted.) Subscriptions to business, professional, and technical periodicals are allowable. See electronic code of federal regulations: [Memberships, Subscriptions, and Professional Activities](#)

**Out-of-state travel**

The State Library's policy on out-of-state travel is that it is generally not allowed. If a proposed project will include out-of-state travel (e.g., attendance at an out-of-state conference), applicants should consult the State Library before submitting their application in order to determine whether State Library approval is possible.

**Per diems**

Travel rates, accommodations, and meals are to be reimbursed at actual cost value, not to exceed the organizations approved cost rate or the federal rate at time of travel. Per diem flat rates are not allowable. For example, if the awardee organization has a per diem dinner reimbursement rate of \$23 and the traveler spent \$19 on dinner, the awardee may utilize \$19 in LSTA funding toward the meal cost, not \$23.

**Premiums, prizes, incentives, souvenirs, and giveaway items**

Promotional items and memorabilia, including models, and souvenirs are unallowable. Giveaway items including, but not limited to, prizes, treats, hygiene kits, and books are unallowable. [See Advertising and Public Relations](#)



## EXHIBIT C: LSTA AWARD REQUIREMENTS

### A. CIPA Compliance

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The director or the authorized representative of the Subrecipient organization receiving LSTA funding must certify that the library is one of the following:

#### **An individual applicant that is CIPA compliant.**

The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

#### **Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.**

All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this

application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

**Not Subject to CIPA Requirements.**

CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

For more information on CIPA, please visit the [Children's Internet Protection Act \(CIPA\) webpage](#) on the Federal Communications Commission's (FCC) website.

**B. Contracting Guidance**

OMB's [Code of Federal Regulations](#) outlines important regulations surrounding contracts that, as a recipient of LSTA funds, the State Library and its subrecipients must follow.

**C. Language Access Services**

To remain compliant with [Title VI of the Civil Rights Act of 1964](#), all LSTA funding recipients must take reasonable steps to make LSTA-funded awards accessible to people with limited English proficiency.

These procedures apply to all of California State Library's federally funded programs and activities and extends to all programs and activities conducted by the State Library's federally funded sub-recipients.



## EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Subrecipient for this Award Agreement and project, and is authorized to receive and expend funds in order to administer this award program.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Subrecipient, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other subrecipients participating in the program have agreed to the terms of the application/grant award, and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.

The authorized representative, on behalf of the Subrecipient, certifies that the Subrecipient will comply with all applicable requirements of all State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.

a. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the Uniform Guidance for Grants outlined in the [Code of Federal Regulations](#) established by the [United State Office of Management and Budget](#)

b. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the rules, regulations and guidance provided by the following:

[IMLS LSTA Administration Guidance](#)

[California Code of Regulations](#) established by the [California Office of Administrative Law](#)

The organization receiving this LSTA award, as listed in the certification section below, and all project staff agree, to comply with all state and federal laws, regulations, and policies governing this program, to include the requirements contained in LSTA Award Requirements section of this document.

The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount \$32,000. This award will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.

2. **STATEMENT OF COMPLIANCE:** Subrecipient has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
3. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - b. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - c. Establish a Drug-Free Awareness Program to inform employees about:
    - i. the dangers of drug abuse in the workplace;
    - ii. the person's or organization's policy of maintaining a drug-free workplace;
    - iii. any available counseling, rehabilitation and employee assistance programs; and,
    - iv. penalties that may be imposed upon employees for drug abuse violations.
  - d. Every employee who works on the proposed Agreement will:
    - i. receive a copy of the company's drug-free workplace policy statement; and,
    - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Subrecipient has made

false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

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

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

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on their own behalf as an independent contractor with any state agency to provide goods or services.

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

a). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to their leaving state service.

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

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

5. **LABOR CODE/WORKERS' COMPENSATION:** Subrecipient needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,



and Subrecipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

6. **AMERICANS WITH DISABILITIES ACT:** Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)
7. **RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.

9. **NONDISCRIMINATION:**

The authorized representative certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685-86), which prohibits discrimination on the basis of sex in education programs;
- d. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; and
- e. The requirements of any other nondiscrimination statute(s) which may apply.

10. **DEBARMENT AND SUSPENSION:**

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- a. Are presently excluded or disqualified;

- b. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the subrecipient or its fiscal agent.
- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
- d. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

**11. TRAFFICKING IN PERSONS:**

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

**12. FEDERAL DEBT STATUS:** Representative certifies to the best of their knowledge and belief that the Subrecipient is not delinquent in the repayment of any Federal debt.

**13. CERTIFICATION REGARDING LOBBYING ACTIVITIES (APPLIES TO APPLICANTS REQUESTING FUNDS IN EXCESS OF \$100,000) (31 U.S.C. § 1352):**

- a. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency, Member of the Legislature, an officer or employee of the Legislature, or

an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.

- c. No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:
- draft legislation or resolutions
  - travel to meetings of governmental bodies urge passage of legislation or resolutions
  - survey voters regarding passage and drafting of legislation or resolutions
  - pay governmental fees (use fees, ballot filing fees, permits, etc.)

**14. DRUG-FREE WORKPLACE:**

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

15. **LSTA AWARD REQUIREMENTS:** I have read, understand and agree to comply with the LSTA Award Requirements as outlined in this award packet.

16. **CIPA CERTIFICATION:** The organization receiving this LSTA award, as listed in the certification section below is **(please select one):**

- ☐ An individual applicant that is CIPA compliant
- ☐ Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified that they are CIPA compliant
- ☐ Not subject to CIPA requirements

17. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.
18. **ACCESSIBILITY:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

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

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

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

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

19. **ACKNOWLEDGEMENT:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with IMLS and California State Library acknowledgement requirements.
20. **ADDITIONAL CERTIFICATIONS:** The authorized representative also certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- insuring the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- assisting the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.



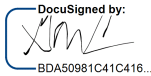
## Certification

ORGANIZATION	
<b>Name:</b>	<b>Address</b> <i>(official and complete):</i>
PROJECT COORDINATOR	
<b>Name:</b>	
<b>Email:</b>	<b>Phone:</b>
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
<b>Name:</b> Deborah Raia	<b>Title:</b> Library Services Manager
<b>Email:</b> deborahraia@santafesprings.org	<b>Phone:</b>
<b>Signature:</b>	<b>Date:</b>



## Authorized Representative Signature

In Witness Whereof, This Grant Agreement has been executed by the parties hereto.

ORGANIZATION	
<b>Name:</b>	<b>Address:</b>
In Process	
Authorized Representative	
<b>Signature:</b>	<b>Date:</b>
<b>Printed Name of Person Signing:</b> Deborah Raia	<b>Title:</b> Library Services Manager
STATE OF CALIFORNIA	
<b>Agency Name:</b> California State Library	<b>Address:</b> 900 N St. Sacramento, CA 95814
<b>Signature:</b> 	<b>Date:</b> 8/10/2023
<b>Printed Name of Person Signing:</b> Greg Lucas	<b>Title:</b> State Librarian





**LSTA Program  
FINANCIAL CLAIM  
First PAYMENT**

**Grant Award #:**LS-E-23-06

**Date:**

**Invoice #:**LS-E-23-06-01

**PO #:**

**Payee Name:** Santa Fe Springs City Library  
(Legal name of authorized agency to receive, disburse and account for funds\*)

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

**Amount Claimed:** 14,400.00  
(Payable Upon Execution of Agreement)

**Type of Payment:**

☒ PROGRESS

**Grantee Name:** Santa Fe Springs City Library

☐ FINAL

(Name on Award Letter and Agreement)

☐ IN FULL

**Project Title:** eBooks For All

☐ AUGMENT

**For Period From: upon execution to end of grant period**

**CERTIFICATION**

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

By

\_\_\_\_\_  
(Signature of the Authorized Representative)

Deborah Raia

\_\_\_\_\_  
(Print Name)

Library Services Manager

\_\_\_\_\_  
(Title)

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

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

ENY: 2023  
PURCHASING AUTHORITY NUMBER: CSL-6120  
COA: 5432000  
FAIN: LS or N/A

ITEM NO: 6120-211-0890, Chapter 12, Statutes of 2023  
REPORTING STRUCTURE: 61202000  
PROGRAM #: 5312

By

Date

\_\_\_\_\_  
(State Library Representative)

**PAYEE DATA RECORD**

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

**Section 1 – Payee Information**

**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)

**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)

**CITY, STATE, ZIP CODE**

**E-MAIL ADDRESS**

**Section 2 – Entity Type**

**Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)

☐ **SOLE PROPRIETOR / INDIVIDUAL**

☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

**CORPORATION** (see instructions on page 2)

☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)

☐ **LEGAL** (e.g., attorney services)

☐ **EXEMPT** (e.g., nonprofit)

☐ **ALL OTHERS**

**Section 3 – Tax Identification Number**

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

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

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

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

**OR**

**Federal Employer Identification Number (FEIN)**

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

**Section 4 – Payee Residency Status** (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

**Section 5 – Certification**

**I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.**

**NAME OF AUTHORIZED PAYEE REPRESENTATIVE**

**TITLE**

**E-MAIL ADDRESS**

**SIGNATURE**

**DATE**

**TELEPHONE** (include area code)

**Section 6 – Paying State Agency**

**Please return completed form to:**

**STATE AGENCY/DEPARTMENT OFFICE**

Ca. State Library

**UNIT/SECTION**

Admin/Accounting

**MAILING ADDRESS**

900 N Street

**FAX**

**TELEPHONE** (include area code)

916-603-7157

**CITY**

Sacramento

**STATE**

CA

**ZIP CODE**

95814

**E-MAIL ADDRESS**

accounting@library.ca.gov

**PAYEE DATA RECORD**

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

**GENERAL INSTRUCTIONS**

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

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

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

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

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

**Section 1 – Payee Information**

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

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

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

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

**Section 2 – Entity Type**

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

**Section 3 – Tax Identification Number**

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

**Section 4 – Payee Residency Status**

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

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

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

Withholding Services and Compliance Section: 1-888-792-4900  
For hearing impaired with TDD, call: 1-800-822-6268

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

**Section 5 – Certification**

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

**Section 6 – Paying State Agency**

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

**Privacy Statement**

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

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



August 8, 2023

Deborah Raia,  
Library Services Manager  
Santa Fe Springs City Library  
11700 Telegraph Rd.  
Santa Fe Springs, CA 90631

Dear Deborah Raia:

The California State Library is pleased to approve the grant application for the **SFS Grows: Climate Warriors** project for a total of **\$10,000** in federal Library Services and Technology Act (LSTA) funds.

This letter contains general information regarding the LSTA award process as well as information specific to your project. Once you have reviewed this letter, please review the Award Agreement and Certification of Compliance included in your award packet and refer to the LSTA Grant Guide located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>) for more information.

#### **LSTA Funds and Payments**

Processing of grant payments may take from eight to ten weeks before delivery. If you have not received payment ten weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

Please note: If your full grant amount is more than \$20,000, ten percent (10%) of the grant award is withheld until the end of the project period (unless otherwise noted in the Award Agreement and Certification of Compliance. This ten percent (10%) is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the award packet.

#### **Reporting**

Financial and program narrative reports are required throughout and following the project period. All required reporting materials are located on the State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) (<https://www.library.ca.gov/grants/manage/>) webpage. Reporting period and deadlines can be found in the Award Agreement and Certification of Compliance for this project. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.

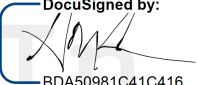
## Project Support Team

Your project support team is available throughout the project period to assist you. There are two people assigned to your project. The first is your Grant Monitor who is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Michelle Killian and can be reached via email at [michelle.killian@library.ca.gov](mailto:michelle.killian@library.ca.gov). You are also assigned a Library Programs Consultant (LPC) for ongoing programmatic support. The Library Programs Consultant (LPC) assigned to your project is Julianna Robbins and can be reached via email at [julianna.robbins@library.ca.gov](mailto:julianna.robbins@library.ca.gov).

Please stay in touch with your project support team throughout the award period. Read the enclosed award packet thoroughly and contact your project support team if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:  
  
 BDA50981C41C416...

Greg Lucas  
 California State Librarian

cc: Jessica Magallanes	<a href="mailto:jessicamagallanes@santafesprings.org">jessicamagallanes@santafesprings.org</a>
Julianna Robbins:	<a href="mailto:julianna.robbins@library.ca.gov">julianna.robbins@library.ca.gov</a>
Michelle Killian	<a href="mailto:michelle.killian@library.ca.gov">michelle.killian@library.ca.gov</a>
Nicole Olson	<a href="mailto:federalgrants.fiscal@library.ca.gov">federalgrants.fiscal@library.ca.gov</a>
Angie Shannon:	<a href="mailto:angie.shannon@library.ca.gov">angie.shannon@library.ca.gov</a>
Lynne Oliva:	<a href="mailto:lynne.oliva@library.ca.gov">lynne.oliva@library.ca.gov</a>
Reed Strege:	<a href="mailto:reed.strege@library.ca.gov">reed.strege@library.ca.gov</a>
Natalie Cole:	<a href="mailto:natalie.cole@library.ca.gov">natalie.cole@library.ca.gov</a>

## THE BASICS – YOUR LSTA GRANT AWARD

Award #:	LS-S-23-13
File #:	SS-13
IMLS #:	LS-253616-OLS-23
Organization:	Santa Fe Springs City Library
Project Title:	SFS Grows: Climate Warriors
Award Amount:	\$10000

**2023/2024 LSTA APPROVED BUDGET**

Salaries/Wages/Benefits	\$0
Consultant Fees	\$0
Travel	\$0
Supplies/Materials	\$10000
Equipment (\$5,000 or more per unit)	\$0
Services	\$0
Project Total	\$10000
Indirect Cost	\$0
Grant Total	\$10000 (LSTA Funds Only)
Payment Schedule	IN FULL

Start Date:	8/1/2023
End Date:	8/31/2024
<p>This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.</p>	



LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA)  
**AWARD AGREEMENT AND  
CERTIFICATION OF COMPLIANCE**





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[D. Narrative and Financial Reports](#) .....Error! Bookmark not defined.

[E. Claim Form and Payment](#) .....Error! Bookmark not defined.

[EXHIBIT A: TERMS AND CONDITIONS](#) ..... Error! Bookmark not defined.

[EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS](#) ..... Error! Bookmark not defined.

[EXHIBIT C: LSTA AWARD REQUIREMENTS](#) ..... Error! Bookmark not defined.

[A. CIPA Compliance](#).....Error! Bookmark not defined.

[B. Contracting Guidance](#) .....Error! Bookmark not defined.

[C. Language Access Services](#).....Error! Bookmark not defined.

[EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM](#) ..... Error! Bookmark not defined.

[Certification](#) .....Error! Bookmark not defined.

[Authorized Representative Signature](#) .....Error! Bookmark not defined.



## PROJECT SUMMARY

### **AWARD AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY and Santa Fe Springs City Library for the SFS Grows: Climate Warriors AWARD AGREEMENT NUMBER LS-S-23-13**

This Award Agreement ("Agreement") is entered into on 8/1/2023 by and between the California State Library ("State Library") and Santa Fe Springs City Library, ("Subrecipient").

This Award Agreement pertains to Santa Fe Springs City Library's LSTA-funded SFS Grows: Climate Warriors project.

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

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of \$10,000 through the process adopted by the State Library in administering such grants.

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



## PROCEDURES and REQUIREMENTS

### A. Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until 9/30/2024. If completion of the project occurs prior to the end of the award period, this will be the end date of the term of this agreement. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on 6/30/2024 and all eligible program costs must be incurred by this date.

### B. Scope of Work

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

### C. Spending Funds

1. There are federal restrictions for how LSTA funding can and cannot be spent. Please be sure to review the [Restrictions on the Use of LSTA Grant Funds](#), also detailed in Exhibit B of this agreement, to ensure that LSTA funds are used appropriately. Unallowable costs may not be counted toward a project's match or in-kind contribution.

## D. Narrative and Financial Reports

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

Reporting Period	Report	Due Date
N/A	Baseline Self-Assessment Due	October 3, 2023
August - September	1 <sup>st</sup> Quarter Financial Report Due	October 15, 2023
October - December	2 <sup>nd</sup> Quarter Financial Report Due and Mid Project Program Narrative Report Due	January 15, 2024
January - March	3 <sup>rd</sup> Quarter Financial Report Due	April 15, 2024
April – June 30	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	Upon completion of the project but no later than July 31, 2024
60 Days from Project End Date (if end date is extended see extension letter for new dates)	Liquidation Financial Report Due (Only required if encumbered funds have not been spent by project end date)	August 31, 2024

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Subrecipient agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

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

1. The California State Library shall provide the Subrecipient payment as outlined in the payment schedule, and only for those activities and costs specified in the approved award application.
2. The Subrecipient shall complete, sign, and submit the Certification of Compliance form (Exhibit D) and the Financial Claim form (included in your award packet) to the California State Library within 14 days of receiving the award packet. These forms will be issued, signed and submitted using the online signature and agreement platform, DocuSign.
3. Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Subrecipient under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Subrecipient, the Subrecipient shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Subrecipient. It is the Subrecipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For awards over \$20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and Grant Monitor approval of the final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**  
The California State Library will make payments to the Subrecipient in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Subrecipient may typically expect payment to be

issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.

**8. Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement and the Subrecipient shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Subrecipient to reflect the reduced amount.
- c. This grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
- d. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2023-2024 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
- e. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
- f. The California State Library has the option to amend the grant award to reflect any reduction of funds.
- g. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.



## EXHIBIT A: TERMS AND CONDITIONS

1. Accessibility: The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

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

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

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

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

2. Acknowledgment: The Institute of Museum and Library Services and the California State Library shall be acknowledged in all promotional materials and publications related to the LSTA-funded project.



- a. LSTA award recipients must ensure that the Library Services and Technology Act receive full credit as the funding program and that the Institute of Museum and Library Services (IMLS) likewise, is acknowledged as the federal source of funds.
- b. Publications and information releases about the project must credit the Library Services and Technology Act (LSTA). An appropriate statement for a publication or project press release is:

*"This [publication/project] was supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian."*

As appropriate, this disclaimer should be added:

*"The opinions expressed herein do not necessarily reflect the position or policy of the U.S. Institute of Museum and Library Services or the California State Library, and no official endorsement by the U.S. Institute of Museum and Library Services or the California State Library should be inferred."*

- c. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.
  - d. For more examples from Institute of Museum and Library Services (IMLS) provided for recipients of national level grants, please see [IMLS Acknowledgement Requirements](#).
  - e. IMLS Logo: Use of the IMLS logo, which can be downloaded [on the IMLS Logos page](#), is required on any publications. Please refer to the [IMLS Brand Standards page](#) for further details and usage requirements. If the award project results in copyrightable material, the sub Subrecipient or any subcontractor of the sub Subrecipient is free to copyright the work. However, IMLS and the State Library reserve a royalty-free, exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for government purposes.
  - f. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or use the [IMLS Media Content Authorization and Release form](#).
3. Agency: In the performance of this Agreement the Subrecipient and its agents and employees shall act in an independent capacity and not as officers,

employees or agents of the California State Library. The Subrecipient is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Subrecipient shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Subrecipient may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Subrecipient, and their respective successors and assigns.
7. Audit and Records Access: The Subrecipient agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. To meet federal and state requirements, Subrecipients agrees to maintain grant records for five years following the California State Library's submission of the last expenditure report for the LSTA Five-Year Plan under which the award was issued, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

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

A records retention schedule is included in the LSTA Grant Guide available to LSTA awardees.

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

<b>Santa Fe Springs City Library</b>	<b>California State Library</b>
Deborah Raia	Michelle Killian
11700 Telegraph Rd.	900 N Street
Santa Fe Springs, CA, 90631	Sacramento, CA 95814
(562) 868-7738, Ext 7814	916-603-6706
deborahraia@santafesprings.org	michelle.killian@library.ca.gov

10. Confidentiality: Subrecipient will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential, or is protected by privilege. Subrecipient agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Subrecipient of their responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Subrecipient. As a result, the State

shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

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

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

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

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

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

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.
19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such

termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Subrecipient's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline. Extensions of up to 30 days following the original project period end date may be granted. Extended project end dates may not exceed the end of the Federal fiscal year (September 30).

21. Failure to Perform: If the Grant Monitor determines the Subrecipient has not complied with this Agreement, or is not implementing the project as approved by the State Library, the Subrecipient may forfeit the right to reimbursement of any grant funds not already by the California State Library, including, but not limited to, the ten percent (10%) withhold.

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

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

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

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

24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at their sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Subrecipient to forfeit the unexpended portion of the grant funds, including,

but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

25. Fringe Benefit Ineligibility: Subrecipient agrees that neither the Subrecipient nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
26. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
27. Grant Monitor: The Grant Monitor may monitor Subrecipient performance to ensure Subrecipient expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements, unless such authority is expressly stated in the Procedures and Requirements.
28. Independent Action: Subrecipient reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Subrecipient's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Subrecipient shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
29. Indemnification: Subrecipient agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.
30. License to Use: The California State Library and the Institute of Museum and Library Services reserve a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works,



distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Subrecipient in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

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

31. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed \$10,000 and shall be expended/encumbered in the designated award period.

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

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

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

Additionally, Subrecipient, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of

the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

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

34. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

35. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Federal Restrictions on the Use of LSTA Funds, LSTA Award Requirements, Certificate of Compliance, and Project Summary of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Subrecipient's California State Library-

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

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Federal Restrictions on the Use of LSTA Funds
- (e) LSTA Award Requirements
- (f) Certificate of Compliance
- (g) Project Summary
- (h) Subrecipient's Application
- (i) All other attachments hereto, including any that are incorporated by reference.

In Process

36. Payment:

- a. The approved Budget, if applicable as detailed in the Award Letter, states the maximum amount of allowable costs for each of the tasks identified in the Activity Timeline included in the project application. California State Library shall provide funding to the Subrecipient for only the work and tasks specified in the Subrecipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Subrecipient shall carry out the work described in the Subrecipient's Application in accordance with the approved Budget, and shall obtain the Grant Monitor's written approval of any changes or modifications to the approved project as described in the Subrecipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Subrecipient fails to obtain such prior written approval, the State Librarian or designee, at their sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Subrecipient shall request funds in accordance with the funding schedule included in this agreement.
- d. For awards with total funding exceeding \$20,000, ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Subrecipient to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

- e. Lodgings, Meals and Incidentals: Subrecipient's eligible costs are limited to the amounts authorized in the [U.S. General Services Administration](#) (contact the Grant Monitor for more information).
  - f. Payment will be made only to the Subrecipient.
  - g. Allowable expenses shall not be incurred unless and until the Subrecipient receives official award notification as described in the Procedures and Requirements.
37. Personal Jurisdiction: The Subrecipient consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Subrecipient s expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
38. Personnel Costs: If there are eligible costs pursuant to Exhibit D, Eligible and Ineligible Costs, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.
39. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Subrecipient, or any other person or entity in connection with the Project. It is mutually agreed that Subrecipient is responsible for furnishing funds beyond the award that may be necessary to complete outcomes or deliverables.
40. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
41. Prohibited Use: The expenditure under this program shall not be used to supplant Subrecipient efforts in other grant programs provided by the California State Library and shall not be used to supplant subrecipient effort.
42. Provisions: This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and

Congressional Record – House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, December 26, 2013. Congress enacted the Museum and Library Services Act of 2010 (Pub. L. 111-340, codified at 20 U.S.C. § 9101 *et seq.*), which also incorporates Library Services and Technology Act (LSTA).

- a. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.

43. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et seq.* This includes the Interim and Final reports, and any other written communications between the parties. Subrecipient agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Subrecipient agrees to alert the State Library as to a basis for exemption, if any exists.
44. Publicity Obligations: Subrecipient will notify the State Library of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Subrecipient will acknowledge the LSTA support as noted above. Subrecipient agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Subrecipient, and may distribute such information to third parties.
45. Records: Communications, grant related documents, data, original receipts and invoices must be maintained by Subrecipient and shall be made available to the State Library upon request. Subrecipient agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Subrecipient's operation to ensure compliance with this Agreement, with reasonable advance notice.
46. Reduction of Waste: In the performance of this Agreement, Subrecipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to:

the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

47. Reimbursement Limitations: Under no circumstances shall the Subrecipient seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Subrecipient shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
48. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.
- a. The subrecipient shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
  - b. The subrecipient shall be responsible for submitting to the State Library Financial Reports reflecting project expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
  - c. To obtain payment hereunder the subrecipient shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
  - d. In-full payments are typically made for awards totaling \$20,000 or less.
  - e. Funding for awards totaling more than \$20,000 are issued in three payments following a 45%/45%/10% payment schedule, unless an exception has been made.
  - f. The final 10% of the grant award (if applicable) is payable only if the subrecipient fulfills all project reporting requirements and returns all unspent funds by the time specified in the Grant Guide. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award, which may result in federal audit exceptions against the State and the loss of LSTA funds.
  - g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:

- In full upon execution of the agreement and submission of claim by fiscal agent
- If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of N/A
- If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of N/A

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

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

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

52. Subrecipient: The Subrecipient is the government or other legal entity to which a subaward is awarded and which is accountable to the grantee for the use of the funds provided.

- a. The subrecipient will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subrecipient will keep such records and afford such access as the California State Librarian or Library may find necessary to assure the correctness and verification of such reports.



- b. The control of funds and title to property derived there from shall be in a subrecipient agency for the uses and purposes provided; a subrecipient agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.
53. Subrecipient Accountability: The Subrecipient is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Subrecipient has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Subrecipient is responsible for repayment of the funds to the California State Library.
54. Subrecipient Funds: It is mutually agreed that the Subrecipient is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
55. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
- The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.
56. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
57. Unused Funds: At the end-of-term Subrecipient agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the award period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistently with the terms of this Agreement.

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

58. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Subrecipient, shall constitute a waiver of any of California State Library's rights or of any of Subrecipient's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.
59. Work Products: Subrecipient shall provide California State Library with copies of all final products identified in the Work Plan and Application. Subrecipient shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
60. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Subrecipient or Subrecipient's employees or contract personnel. If Subrecipient hires employees to perform services required by this Agreement, Subrecipient shall provide Workers' Compensation insurance for them. The Subrecipient is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Subrecipient agrees to comply with such provisions before commencing the performance of the work of this Agreement.



## EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

The [Code of Federal Regulations \(CFR\)](#) specifies what expenditures and activities LSTA funding can and cannot support. LSTA awardees are cautioned that they must abide by all regulations when implementing their projects and in using grant funds. Applicants and awardees should contact the State Library at [LSTAgrants@library.ca.gov](mailto:LSTAgrants@library.ca.gov) in cases of ambiguity or uncertainty, or with any questions about identifying allowable cost items under Federal procedures.

### *Unallowable Costs and Restrictions*

The following list includes common unallowable costs and restrictions on the use of federal funds. This summary is provided for convenience. It is not exhaustive, and applicants and awardees should not rely solely on the information provided here when developing project budgets, implementing projects, and using grant funds.

#### **Advertising and public relations**

Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of scrap or surplus materials, and other specific purposes necessary to meet the requirements of the Federal award. Public relations costs are allowable when incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award. Costs of advertising and public relations at conventions, meetings or other events, including displays, demonstrations, exhibits, meeting rooms, hospitality suites, and special facilities used in conjunction with shows and special events; and salaries of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings are unallowable. Costs of advertising and public relations designed solely to promote the non-Federal entity are unallowable. See electronic code of federal regulations: [Advertising and Public Relations](#)

#### **Advisory councils**

Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444 General costs of government, applicable to states, local governments and Indian tribes. See electronic code of federal regulations: [Advisory Councils](#)

**Advocacy, lobbying, and associated costs**

The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans, is unallowable. Costs of membership in organizations substantially engaged in lobbying are unallowable. See electronic code of federal regulations: [Lobbying](#)

**Alcoholic beverages**

Costs of alcoholic beverages are unallowable. Code of Federal Regulations: [Alcoholic Beverages](#)

**Backfill and salaries or benefits for individuals not directly contributing to the grant-funded project**

Costs not integral or directly contributing to the project are not allowable as [direct costs](#). See electronic code of federal regulations: [Direct Costs](#)

**Bad debts or other financial costs**

Bad debts (debts which have been determined to be uncollectable), including losses (whether actual or estimated) arising from uncollectable accounts and other claims, are unallowable. Related collection costs, and related legal costs, arising from such debts after they have been determined to be uncollectable are also unallowable. Code of Federal Regulations: [Bad Debts](#).

**Building, construction, renovation, and permanent installation and/or affixation costs**

Building, construction, or renovation costs are unallowable. Permanent installations and affixations are unallowable. See electronic code of federal regulations: [Equipment and Other Capital Expenditures](#), [Rearrangement and Reconversion Costs](#), and [Maintenance and Repair Costs](#)

**Collection development purchases not integral to the project and not aligned with programming**

Collection development purchases not integral to the project and not aligned with programming are unallowable.

**Contributions, donations, honorariums, stipends**

Contributions, donations, honorariums, stipends are not allowable. *Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable.*

**Costs that are NOT integral to the project, reasonable, and/or necessary**

For costs to be considered allowable, they must be integral to the project, reasonable and necessary.

**Devices capable of connecting to the internet**

Devices capable of connecting to the internet are unallowable for awardees that are not [Children's Internet Protection Act \(CIPA\)](#) compliant.

**Entertainment and performances**

Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable. See electronic code of federal regulations: [Entertainment](#)

**[Equipment](#) not approved by IMLS**

All proposed equipment purchases (single item or unit valued at \$5,000 or more) must receive IMLS approval in order to be considered allowable.

**Fines and penalties**

Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the Federal awarding agency. See electronic code of federal regulations: [Fines and Penalties](#)

**Food and refreshments**

Food and refreshments are unallowable unless an approved project activity requires a working meal. Applicants should consult the State Library with questions.

**Fundraising**

Costs of organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions, are unallowable. See electronic code of federal regulations: [Fundraising and Investment Management Costs](#)

**General government expenses**

The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. See electronic code of federal regulations: [General Government Expenses](#)

**Gifts, honorarium, stipends, awards, or other incentives**

Contributions and donations, including cash, property, and services, that use grant funds and are made by grant recipients to others, regardless of the recipient, are unallowable. See electronic code of federal regulations: [Contributions and Donations](#)

**Income from project**

Project income, e.g., fees charged for the use of library space in the context of a grant project, or to recover out of pocket project-related costs, or to create products such as

manuals, or for other expenditures directly related to and used for the purposes of the grant and accrued under the conditions of the grant award, are allowable. See electronic code of federal regulations: [Program Income](#) for further information. Awardees must contact their project support team if they anticipate their project generating income.

**Losses on other grants (e.g. using one grant to cover excess costs incurred for another grant-funded project)**

Any excess of costs over income under any other award or contract of any nature is unallowable. This includes, but is not limited to, the non-Federal entity's contributed portion by reason of cost-sharing agreements or any under-recoveries through negotiation of flat amounts for indirect (F&A) costs. Also, any excess of costs over authorized funding levels transferred from any award or contract to another award or contract is unallowable. All losses are not allowable indirect (F&A) costs and are required to be included in the appropriate indirect cost rate base for allocation of indirect costs. See electronic code of federal regulations: [Losses on Other Awards or Contracts](#)

**Memberships, subscriptions, and professional activities**

Costs of the grant recipient's memberships in business, technical, and professional organizations are allowable. (NOTE: The State Library's policy is that use of LSTA funds for personal memberships in organizations is not permitted.) Subscriptions to business, professional, and technical periodicals are allowable. See electronic code of federal regulations: [Memberships, Subscriptions, and Professional Activities](#)

**Out-of-state travel**

The State Library's policy on out-of-state travel is that it is generally not allowed. If a proposed project will include out-of-state travel (e.g., attendance at an out-of-state conference), applicants should consult the State Library before submitting their application in order to determine whether State Library approval is possible.

**Per diems**

Travel rates, accommodations, and meals are to be reimbursed at actual cost value, not to exceed the organizations approved cost rate or the federal rate at time of travel. Per diem flat rates are not allowable. For example, if the awardee organization has a per diem dinner reimbursement rate of \$23 and the traveler spent \$19 on dinner, the awardee may utilize \$19 in LSTA funding toward the meal cost, not \$23.

**Premiums, prizes, incentives, souvenirs, and giveaway items**

Promotional items and memorabilia, including models, and souvenirs are unallowable. Giveaway items including, but not limited to, prizes, treats, hygiene kits, and books are unallowable. [See Advertising and Public Relations](#)



## EXHIBIT C: LSTA AWARD REQUIREMENTS

### A. CIPA Compliance

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The director or the authorized representative of the Subrecipient organization receiving LSTA funding must certify that the library is one of the following:

#### **An individual applicant that is CIPA compliant.**

The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

#### **Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.**

All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this



application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

**Not Subject to CIPA Requirements.**

CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

For more information on CIPA, please visit the [Children's Internet Protection Act \(CIPA\) webpage](#) on the Federal Communications Commission's (FCC) website.

**B. Contracting Guidance**

OMB's [Code of Federal Regulations](#) outlines important regulations surrounding contracts that, as a recipient of LSTA funds, the State Library and its subrecipients must follow.

**C. Language Access Services**

To remain compliant with [Title VI of the Civil Rights Act of 1964](#), all LSTA funding recipients must take reasonable steps to make LSTA-funded awards accessible to people with limited English proficiency.

These procedures apply to all of California State Library's federally funded programs and activities and extends to all programs and activities conducted by the State Library's federally funded sub-recipients.



## EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Subrecipient for this Award Agreement and project, and is authorized to receive and expend funds in order to administer this award program.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Subrecipient, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other subrecipients participating in the program have agreed to the terms of the application/grant award, and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.

The authorized representative, on behalf of the Subrecipient, certifies that the Subrecipient will comply with all applicable requirements of all State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.

a. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the Uniform Guidance for Grants outlined in the [Code of Federal Regulations](#) established by the [United State Office of Management and Budget](#)

b. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the rules, regulations and guidance provided by the following:

[IMLS LSTA Administration Guidance](#)

[California Code of Regulations](#) established by the [California Office of Administrative Law](#)

The organization receiving this LSTA award, as listed in the certification section below, and all project staff agree, to comply with all state and federal laws, regulations, and policies governing this program, to include the requirements contained in LSTA Award Requirements section of this document.

The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount \$10,000. This award will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.

2. **STATEMENT OF COMPLIANCE:** Subrecipient has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
3. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - b. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - c. Establish a Drug-Free Awareness Program to inform employees about:
    - i. the dangers of drug abuse in the workplace;
    - ii. the person's or organization's policy of maintaining a drug-free workplace;
    - iii. any available counseling, rehabilitation and employee assistance programs; and,
    - iv. penalties that may be imposed upon employees for drug abuse violations.
  - d. Every employee who works on the proposed Agreement will:
    - i. receive a copy of the company's drug-free workplace policy statement; and,
    - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Subrecipient has made

false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

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

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

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on their own behalf as an independent contractor with any state agency to provide goods or services.

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

a). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to their leaving state service.

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

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

5. **LABOR CODE/WORKERS' COMPENSATION:** Subrecipient needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

and Subrecipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

6. **AMERICANS WITH DISABILITIES ACT:** Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)
7. **RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.

9. **NONDISCRIMINATION:**

The authorized representative certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685-86), which prohibits discrimination on the basis of sex in education programs;
- d. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; and
- e. The requirements of any other nondiscrimination statute(s) which may apply.

10. **DEBARMENT AND SUSPENSION:**

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- a. Are presently excluded or disqualified;

- b. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the subrecipient or its fiscal agent.
- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
- d. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

**11. TRAFFICKING IN PERSONS:**

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

**12. FEDERAL DEBT STATUS:** Representative certifies to the best of their knowledge and belief that the Subrecipient is not delinquent in the repayment of any Federal debt.

**13. CERTIFICATION REGARDING LOBBYING ACTIVITIES (APPLIES TO APPLICANTS REQUESTING FUNDS IN EXCESS OF \$100,000) (31 U.S.C. § 1352):**

- a. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency, Member of the Legislature, an officer or employee of the Legislature, or

an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.

- c. No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:
- draft legislation or resolutions
  - travel to meetings of governmental bodies urge passage of legislation or resolutions
  - survey voters regarding passage and drafting of legislation or resolutions
  - pay governmental fees (use fees, ballot filing fees, permits, etc.)

**14. DRUG-FREE WORKPLACE:**

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

15. **LSTA AWARD REQUIREMENTS:** I have read, understand and agree to comply with the LSTA Award Requirements as outlined in this award packet.

16. **CIPA CERTIFICATION:** The organization receiving this LSTA award, as listed in the certification section below is **(please select one):**

- ☐ An individual applicant that is CIPA compliant
- ☐ Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified that they are CIPA compliant
- ☐ Not subject to CIPA requirements



17. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.
18. **ACCESSIBILITY:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

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

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

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

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

19. **ACKNOWLEDGEMENT:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with IMLS and California State Library acknowledgement requirements.
20. **ADDITIONAL CERTIFICATIONS:** The authorized representative also certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- insuring the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- assisting the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.



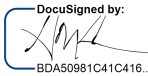
## Certification

ORGANIZATION	
<b>Name:</b>	<b>Address</b> <i>(official and complete):</i>
PROJECT COORDINATOR	
<b>Name:</b>	
<b>Email:</b>	<b>Phone:</b>
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
<b>Name:</b> Deborah Raia	<b>Title:</b> Library Services Manager
<b>Email:</b> deborahraia@santafesprings.org	<b>Phone:</b>
<b>Signature:</b>	<b>Date:</b>



## Authorized Representative Signature

In Witness Whereof, This Grant Agreement has been executed by the parties hereto.

ORGANIZATION	
<b>Name:</b>	<b>Address:</b>
In Process	
Authorized Representative	
<b>Signature:</b>	<b>Date:</b>
<b>Printed Name of Person Signing:</b> Deborah Raia	<b>Title:</b> Library Services Manager
STATE OF CALIFORNIA	
<b>Agency Name:</b> California State Library	<b>Address:</b> 900 N St. Sacramento, CA 95814
<b>Signature:</b> 	<b>Date:</b> 8/10/2023
<b>Printed Name of Person Signing:</b> Greg Lucas	<b>Title:</b> State Librarian



**LSTA Program  
FINANCIAL CLAIM  
First PAYMENT**

**Grant Award #:**LS-S-23-13

**Date:**

**Invoice #:**LA-S-23-13-01

**PO #:**

**Payee Name:** Santa Fe Springs City Library  
(Legal name of authorized agency to receive, disburse and account for funds\*)

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

**Amount Claimed:** 10,000.00  
(Payable Upon Execution of Agreement)

**Type of Payment:**

☐ PROGRESS

**Grantee Name:** Santa Fe Springs City Library

☐ FINAL

(Name on Award Letter and Agreement)

☒ IN FULL

**Project Title:** SFS Grows: Climate Warriors

☐ AUGMENT

**For Period From: upon execution to end of grant period**

**CERTIFICATION**

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

By

\_\_\_\_\_  
(Signature of the Authorized Representative)

Deborah Raia

\_\_\_\_\_  
(Print Name)

Library Services Manager

\_\_\_\_\_  
(Title)

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

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

ENY: 2023  
PURCHASING AUTHORITY NUMBER: CSL-6120  
COA: 5432000  
FAIN: LS or N/A

ITEM NO: 6120-211-0890, Chapter 12, Statutes of 2023  
REPORTING STRUCTURE: 61202000  
PROGRAM #: 5312

By

Date

\_\_\_\_\_  
(State Library Representative)

**PAYEE DATA RECORD**

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

STD 204 (Rev. 03/2021)

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

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

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

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

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

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

**Section 4 – Payee Residency Status** (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Ca. State Library

**UNIT/SECTION**

Admin/Accounting

**MAILING ADDRESS**

900 N Street

**FAX****TELEPHONE** (include area code)

916-603-7157

**CITY**

Sacramento

**STATE**

CA

**ZIP CODE**

95814

**E-MAIL ADDRESS**

accounting@library.ca.gov

**PAYEE DATA RECORD**

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

**GENERAL INSTRUCTIONS**

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

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

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

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

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

**Section 1 – Payee Information**

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

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

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

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

**Section 2 – Entity Type**

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

**Section 3 – Tax Identification Number**

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

**Section 4 – Payee Residency Status**

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

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

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

Withholding Services and Compliance Section: 1-888-792-4900  
For hearing impaired with TDD, call: 1-800-822-6268

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

**Section 5 – Certification**

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

**Section 6 – Paying State Agency**

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

**Privacy Statement**

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

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





**CITY OF SANTA FE SPRINGS**  
**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** René Bobadilla, P.E., City Manager

**BY:** Maricela Balderas, Director of Community Services

**SUBJECT:** **Approval of the Santa Fe Springs City Library's Children's Internet Protection Act (CIPA) Policy**

**DATE:** October 3, 2023

---

**RECOMMENDATION(S):**

It is recommended that the City Council:

- 1) Approve the Library's Children's Internet Protection Act policy.

**FISCAL IMPACT**

There is no fiscal impact.

**BACKGROUND**

The Children's Internet Protection Act (CIPA), 20 U.S.C. 6801 et seq., was enacted in 2000 to limit children's exposure to explicit materials online in schools and libraries. This act requires all libraries that receive certain federal funding, including E-Rate funding, to filter their computers. The Library's policy explains why our computers are filtered, what materials are filtered and how adults can request sites be unblocked for legitimate research purposes.

**ANALYSIS**

Library staff reviewed and updated the existing policy to shorten the review period for unblocking sites for adults. Also, to better reflect the diversity in our community we have amended our description of responsible parties to "parents *or* guardians."

**Approval of the Santa Fe Springs City Library's Children's Internet Protection Act (CIPA) Policy.**

Page 2 of 2

**ENVIRONMENTAL**

N/A

**DISCUSSION**

N/A

**SUMMARY/NEXT STEPS**

N/A

**ATTACHMENT(S):**

- A. Attachment A - Santa Fe Springs City Library Internet Filtering FAQ

<b><u>ITEM STATUS:</u></b>	
<b>APPROVED:</b>	<input type="checkbox"/>
<b>DENIED:</b>	<input type="checkbox"/>
<b>TABLED:</b>	<input type="checkbox"/>
<b>DIRECTION GIVEN:</b>	<input type="checkbox"/>



## **INTERNET FILTERING FAQ**

The Santa Fe Springs City Library values free and equal access to information, even when that information may be controversial, unorthodox or unacceptable to others. With its implementation of filtering software, the Santa Fe Springs City Library balances its commitment to customers' diverse interests and individual rights with the need to provide a welcoming and comfortable environment for all ages.

### **Why do Santa Fe Springs City Library computers have filtering software?**

The Children's Internet Protection Act requires public libraries to install Internet filtering software on all of its computers (public access and staff) if the library uses federal money to purchase computers that will access the Internet or to purchase Internet access. In addition, libraries that receive an E-Rate discount for internal connections or Internet access must comply with CIPA. In addition, it has always been the Santa Fe Springs City Library's policy to not allow pornography or obscene images on the public computers. We feel that accessing pornography in a public place is inconsistent with the welcoming and comfortable environment we seek to provide.

### **How does the Santa Fe Springs City Library's filtering software work?**

The filtering software blocks sites that depict pornography or obscenity.

### **Who decides which sites should be blocked?**

In conjunction with Library staff, the filtering software vendor uses a process combining technological and human review to make decisions about which sites are blocked.

### **Will children be safer using filtered Internet access?**

That is the goal. However, no filtering software is totally accurate, nor is it a substitute for parental judgment and oversight. The Santa Fe Springs City Library believes that the reading and viewing activity of children is ultimately the responsibility of parents or guardians who guide and oversee their own children's development.

### **Will objectionable material based on hate or violence be blocked?**

No. The filtering software is designed to block content that is pornographic or obscene in nature.

### **Will information on health and sexuality be blocked?**

The filtering software is designed to block images and videos that depict pornography or obscenity, not medical information or images. However, there may be instances where information has been inappropriately blocked.

If this happens, please complete the Web Filtering Request for Reconsideration Form available at the Information Desk. City of Santa Fe Springs staff will evaluate the request and, if deemed appropriate, will forward the site to the filtering software vendor for unblocking. The customer will then be notified of the decision within two weeks.

### **Does the Santa Fe Springs City Library filter social networking sites and blogs?**

The Santa Fe Springs City Library does not filter these sites because they cannot be reliably reviewed by filtering software, and because blocking these sites completely would unnecessarily block vast amounts of inoffensive materials. The content of social networking sites has not been found to meet the Library's criteria for filtering. Most site vendors have policies regarding appropriate use and display of content.

Parents are encouraged to explore the Internet with their children, supervise them, provide clear guidelines regarding what sites and activities are off-limits and teach their children safety rules for dealing with strangers online.

### **Does the Santa Fe Springs City Library block sites other than those with pornographic or obscene content?**

Yes. The Library restricts access to some websites with automatic downloads built into the homepage. These sites are not blocked by the Santa Fe Springs City Library, but the downloads may be. If a downloaded file changes the basic configuration of the computer or the browser, the downloads are blocked because it would render the computer unusable for the next customer.

### **How can customers request that a site be permanently blocked or unblocked?**

Customers may complete and submit a Web Filtering Request for Reconsideration Form, available at the Information Desk. Santa Fe Springs City Library staff will evaluate the request and, if deemed appropriate, will forward the site to the filtering software vendor for unblocking. The customer will then be notified of the decision within two weeks.

### **Can the filters be turned off?**

The filters on computers cannot be turned off by staff.

### **Will customer wireless devices using Santa Fe Springs City Library's wireless Internet connections be filtered?**

Yes. Filtering software is deployed for both wired and wireless Internet access.

### **Will the Library keep records of my computer use?**

The Santa Fe Springs City Library follows state and federal law regarding privacy of library users' records and information.

It is the Santa Fe Springs City Library's usual practice to erase all customer use records, except those essential for library business operations. When a computer session is ended, all

information about that session is ordinarily deleted. The Library does not, as part of its regular practice, retrieve any information, including websites visited, passwords, credit card numbers, or any other information a customer has entered. At the end of the business day, all computer use and reservation records are normally erased. However, in any event, the Library will release records, including those relating to Internet usage, as required or authorized by law.

Revised : October 3, 2023





**CITY OF SANTA FE SPRINGS**  
**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** René Bobadilla, P.E., City Manager

**BY:** Lana Dich, Assistant Director of Finance & Administrative Services  
Paul Martinez, Director of Purchasing Services  
Gus Hernandez, Parks & Recreation Services Manager

**SUBJECT: Purchase of Two-Way Radios from Commline, Inc.**

**DATE:** October 3, 2023

---

**RECOMMENDATION(S):**

**It is recommended that the City Council:**

- 1) Award the purchase of two-way radios and related equipment to CommLine, Inc.;  
and
- 2) Authorize the Director of Purchasing Services to issue a Purchase Order in the amount of \$27,767.93 for this purchase.

**FISCAL IMPACT**

On June 20, 2023, the City Council approved \$28,000 in the Fiscal Year 2023-2024 Budget for the purchase of this equipment. Specifically this equipment is designated in the Non-Recurring Activity (10519000-521000) for Community Services of the operating budget. This purchase would realize a savings of \$232.07 from the budgeted amount.

**BACKGROUND**

The Community Services Department utilizes two-way radios as a communication device for special events, and daily operations. The CP200 is a portable two-way radio that offers increased communication flexibility with features such as push-to-talk ID and selective call. Powerful audio output penetrates noisy environments (very important during events), providing clear crisp audio at any volume. A lightweight, ergonomic design

makes this radio comfortable to carry and operate. Additionally, the radios are equipped with a UHF digital antenna, charging ports, a belt clip, an earpiece, and remote speaker/microphone.

Bids were received from three (3) vendors. CommLine Inc. at \$27,767.93; SJM Industrial Radio at \$27,978.35; and Bearcom at \$32,604.86.

### **ANALYSIS**

In Fiscal Year 2022-2023, the Community Services Department purchased 18 Motorola two-way radios to replace an older model radio that had low frequency and low distance ranges. The proposed purchase of 36 two-way radios would enhance the department's inventory of two-way radios to a total of 54 radios, ensuring that all staff that work special events are equipped with a good quality communication device. The proposed two-way radios have a significantly longer range, making communication seamless during special events and operations.

### **ENVIRONMENTAL**

NA

### **SUMMARY/NEXT STEPS**

Upon the approval of the City Council of the recommended action, the Director of Purchasing Services would process a purchase order to CommLine, Inc. for the purchase of the two-way radios. It is expected that the radios and accessories would arrive in 4 to 6 weeks after the purchase is confirmed.

### **ATTACHMENT(S):**

1. Attachment A – Quotes

<b><u>ITEM STATUS:</u></b>	
<b>APPROVED:</b>	<input type="checkbox"/>
<b>DENIED:</b>	<input type="checkbox"/>
<b>TABLED:</b>	<input type="checkbox"/>
<b>DIRECTION GIVEN:</b>	<input type="checkbox"/>



# ATTACHMENT A

**COMMLine inc.**  
www.commlineinc.com

13700 Cimarron Ave., Gardena, CA 90249  
P: (310) 390 – 8003 F: (310) 390 - 4393

## REQUEST FOR QUOTE

DATE:	7/21/2023	SALES REP:	Robin Miyashita <a href="mailto:robin.miyashita@commlineinc.com">robin.miyashita@commlineinc.com</a>
<b>BILL TO:</b>		<b>SHIP TO:</b>	
COMPANY:	City of Santa Fe Springs	COMPANY:	Same
ATTENTION:	Diana Armendariz	ATTENTION:	
ADDRESS:	11740 Telegraph Road	ADDRESS:	
CITY/ST/ZIP:	Santa Fe Springs, CA 90670	CITY/ST/ZIP:	
PHONE:	(562) 948-1986, Ext 3103	PHONE:	
EMAIL:	<a href="mailto:dianaarmendariz@santafesprings.org">dianaarmendariz@santafesprings.org</a>	EMAIL:	

### RE: Quote for 38 CP200D Radios, 6 MU Chargers, 38 Surveillance Kits, 38 Microphones

QTY	MODEL/PART #	DESCRIPTION	UNIT COST	EXT COST
36	AAH01QDC9JA2AN	CP200D Two-Way Radio 16-Channel UHF Digital 4Watts Includes: Li-ion 2550 mAh Battery <b>Omit Single Unit Charger</b> UHF Antenna 3" Belt Clip 2 Year Warranty Free Programming	\$ 485.00	\$ 17,460.00
2	AAH01QDC9JA2AN	CP200D Two-Way Radio 16-Channel UHF Digital 4Watts Includes: Li-ion 2550 mAh Battery Rapid Rate Charger UHF Antenna 3" Belt Clip 2 Year Warranty Free Programming	\$ 495.00	\$ 990.00
6	PMLN6588	CP200D Multi-Unit Charger (6 pocket)	\$ 425.00	\$ 2,550.00
38	PMLN7157A	CP200D 2-Wire Surveillance Kit W/ Translucent Tube (Black)	\$ 38.00	\$ 1,444.00
38	PMMN4013	CP200D Microphone, Remote speaker Mic, RX-JACK (2 PIN)	\$ 69.00	\$ 2,622.00

Note: Quote good for 30 days

### Special Notes:

	Sub-Total	\$ 25,066.00
	Tax (10.5%)	\$ 2,631.93
	Freight	\$ 70.00
	<b>GRAND TOTAL</b>	<b>\$ 27,767.93</b>
Customer Approval Signature	PO #	Date

I agree to the terms and conditions set forth in this proposal. A 20% cancellation charge will apply to canceled orders.

1212 E. Imperial Avenue, El Segundo CA 90245 TEL: (310) 640-2700 FAX: (310) 640-1095  
[www.sjmradio.com](http://www.sjmradio.com) e-mail: sales@sjmradio.com

## RADIO PROPOSAL

Date: 07/28/2023

Quote #: R0068713

<b>TO: DIANA ARMENDARIZ</b> <b>CITY OF SANTA FE SPRINGS</b> 11740 TELEGRAPH ROAD SANTA FE SPRINGS CA 90670 TEL: 562-409-1856 CELL: 562-948-1986 FAX: 562-409-1854 EXT.3103 EMAIL: dianaarmendariz@santafesprings.org CUST ID: CITYSF	<b>SHIP TO:</b> CITY OF SANTA FE SPRINGS - ATTN: DIANA ARMENDARIZ 11740 TELEGRAPH ROAD SANTA FE SPRINGS CA 90670 TEL: 562-409-1856 EMAIL: dianaarmendariz@santafesprings.org
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Qty	Model	Description	Unit Price	Total
1	NOTE SOW	SCOPE OF WORK:	0.00	0.00
		<b>This quote includes pricing for *****CP200D Two-Way Radio 16-Channel UHF Digital 4 Watts – include Li-ion 2550 mAh Battery, Rapid Rate Charger, UHF Antenna, 3" Belt Clip – 2 year warranty, ***** pricing for multi chargers. ***** Also listed is PMMN4013 – CP200D Microphone, Remote speaker Mic, RX-JACK (2 PIN) ***** and ***** M1-P2W-AT1 CP200D 2-Wire Surveillance Kit W/Translucent Tube.</b>		
36	AAH01QDC9JA2AN	CP200D MOTOROLA UHF DIGITAL PORTABLE RADIO, 16 CHANNEL 403-470 MHz. WITH LITHIUM BATTERY, ANTENNA, BELT CLIP AND RAPID CHARGER. 3 YR WARRANTY (LIST \$708.00)	495.00	17820.00
		<b>CP200D Two-Way Radio 16-Channel UHF Digital 4 Watts – To include Li-ion 2550 mAh Battery, Rapid Rate Charger, UHF Antenna, 3" Belt Clip – 2 year warranty</b>		
5	PMLN6588	CP200 COMPACT GANG CHARGER	423.00	2115.00
		<b>CP200D Multi-Unit Charger (6 pocket)</b>		
36	PMMN4013	CP200D / CP100D / R2 SPEAKER MIC W/ 3.5 MM JACK	79.00	2844.00
		<b>CP200D Microphone, Remote speaker Mic, RX-JACK (2 PIN)</b>		
36	M1-P2W-AT1	CP SERIES TWO WIRE SURVEILLANCE KIT	77.00	2772.00
		<b>2-Wire Surveillance Kit W/Translucent Tube</b>		

<b>Terms:</b> NET 30 <b>Purchase Order:</b> PLEASE PROVIDE <b>Est. Delivery:</b> 08/11/2023 <b>Ship Via:</b> SJM <b>Sales Contact:</b> ANTONIO RUVALCABA <b>Proposal Valid For:</b> 08/31/2023	<b>Equipment:</b> \$25,551.00 <b>Labor:</b> <b>Shipping &amp; Handling:</b> <b>Sales Tax:</b> \$2,427.35 <b>TOTAL:</b> \$27,978.35
<b>Best Equipment. Best Service. Best Deal.</b>	
<b>THIS IS NOT AN INVOICE</b>	
<b>THERE WILL BE A 2.5% TRANSACTION FEE ON ALL CREDIT CARD PAYMENTS OVER \$2,500.00.</b>	

# Proposal

Quote Number: 606334  
Quote Date: 2023-09-06  
Branch: 20390

Printed On: 2023-09-06 17:51:52  
Page: 1

## Customer/Prospect Number - 5523053

CITY OF SANTA FE SPRINGS  
11710 TELEGRAPH ROAD  
SANTA FE SPRINGS CA 90670

Customer Contact:		Customer Email:	
Phone Number:	()	Delivery Instr:	

Quantity	Part Number	Unit Price	Extended Price
38	AAH01QDC9JA2AN MOT CP200D UHF 4W 16CH 403-470 NON-DISPLAY RADIO DIGITAL	600.00	22,800.00
6	PMLN6588 MOT CP200/PR400 6 UNIT CHRG	492.00	2,952.00
2	PMPN4173 MOT CP150/200/PR400 RD CHAR REPLACES THE WPLN4138	66.25	132.50
38	PMLN6530 MOT 2-WIRE W/TRANS TUBE-BLACK	50.09	1,903.42
38	PMMN4008 MOT REMOTE SPEAKER MIC CP185,CP200,BC130,BPR40	35.23	1,338.74
38	PROGRAMMING PROGRAMMING FEE	10.00	380.00

Quote valid until:	2023-10-06	Confidential and Proprietary	Sub Total	29,506.66	
X Customer Signature			Shipping and Handling	TBD	Estimate
			Tax	TBD	
			Total	29,506.66	

BOB AKINS  
Senior Account Executive  
Bob.Akins@BearCom.com

REDONDO BEACH Branch Office: 800-750-7234  
FAX: 424-675-7113



**CITY OF SANTA FE SPRINGS**  
**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** René Bobadilla, P.E., City Manager

**BY:** Lana Dich, Director of Finance and Administrative Services and Debbie Ford, Human Resources Manager

**SUBJECT:** Request for Out-of-State Travel to Attend the 2023 NEOGOV Conference

**DATE:** October 3, 2023

---

**RECOMMENDATION(S):**

It is recommended that the City Council:

- 1) Approve out-of-state travel for the Human Resources Analyst and Human Resources Specialist to attend the 2023 NEOGOV Conference in Las Vegas

**FISCAL IMPACT**

The estimated cost to attend the NEOGOV Conference is \$4,500 and is included in the fiscal year 2023-2024 Human Resources training budget.

**BACKGROUND**

NEOGOV is the leader in human resources software nationwide for public sector agencies and is the system the City utilizes for recruitment, testing and onboarding. NEOGOV is holding its annual conference October 17 – 19, 2023 in Las Vegas, NV. Because NEOGOV supports agencies nationwide, the conference is generally held in Las Vegas, Nevada, a central location.

**ANALYSIS**

N/A

**ENVIRONMENTAL**

N/A

**DISCUSSION**

The conference brings together the NEOGOV community and is designed for HR professionals to gain professional skills and knowledge. The conference offers industry educational sessions, NEOGOV product sessions, best practices sessions, one-on-one product support appointments, and networking opportunities. The conference will allow the City's Human Resources staff, to meet and discuss issues with like-minded organizations and professionals, and gain tools needed to more effectively and efficiently use the City's NEOGOV products. By attending this conference our goal is to maximize our use of the NEOGOV products, which will add value to the City.

**SUMMARY/NEXT STEPS**

Staff recommends that the City Council approve the out-of-state travel to attend the NEOGOV Conference.

Upon approval, staff will make travel arrangements to attend the conference.

**ATTACHMENT(S):**

None

<b><u>ITEM STATUS:</u></b>	
<b>APPROVED:</b>	<input type="checkbox"/>
<b>DENIED:</b>	<input type="checkbox"/>
<b>TABLED:</b>	<input type="checkbox"/>
<b>DIRECTION GIVEN:</b>	<input type="checkbox"/>



**CITY OF SANTA FE SPRINGS**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** René Bobadilla, P.E., City Manager

**BY:** Lana Dich, Director of Finance and Administrative Services and Debbie Ford, Human Resources Manager

**SUBJECT:** **Resolution No. 9885 Establishing the City's Maximum Contribution of Miscellaneous and Safety Employees under the Public Employees' Medical and Hospital Care Act**

**DATE:** October 3, 2023

---

**RECOMMENDATION(S):**

It is recommended that the City Council:

- 1) Adopt Resolution No. 9885, establishing the City's maximum contribution to medical insurance premiums under the Public Employees' Medical and Hospital Care Act.

**FISCAL IMPACT**

The financial impact of this adjustment has already been incorporated and approved in the Fiscal Year 2023-24 budget as part of the applied benefits and labor costs.

**BACKGROUND**

The various Memorandum of Understanding (MOUs) between the Santa Fe Springs City Employees Association (SFSCEA), the Santa Fe Springs Executive Management Confidential Association (SFSEMC) and the Santa Fe Springs Firefighters Association (SFSFA) provide for an increase in the maximum amount that the City contributes towards medical insurance for employees and annuitants. During negotiations, it was agreed upon that the medical contribution cap will be adjusted, up or down, for the term of the agreement (January 1, 2022 – January 1, 2024), (the SFSCEA term was extended to January 1, 2025), to match the Kaiser family rate (SFSCEA/SFSEMC) or PORAC family rate (SFSFA).

**Resolution No. 9885 Establishing the City's Maximum contribution of Miscellaneous and Safety Employees under the Public Employees' Medical and Hospital Care Act**

Page 2 of 3

**ANALYSIS**

N/A

**ENVIRONMENTAL**

N/A

**DISCUSSION**

The City contribution to medical premiums for active employees and retirees will be adjusted as follows, effective January 1, 2024:

Santa Fe Springs Executive, Management & Confidential Association and Santa Fe Springs City Employees Association:

From \$1,962.06 to \$2,250.07 per month

Santa Fe Springs Firefighters Association:

From \$2,100.00 to \$2,371.00 per month

Government Code Section 22892 requires that a resolution be adopted fixing this maximum amount of medical coverage.

**SUMMARY/NEXT STEPS**

Staff recommends that the City Council approve Resolution No. 9885.

Upon approval, staff will send a certified copy of the resolution to CalPERS.

**ATTACHMENT(S):**

Attachment A - Resolution No. 9885



**Resolution No. 9885 Establishing the City's Maximum contribution of Miscellaneous and Safety Employees under the Public Employees' Medical and Hospital Care Act**

Page 3 of 3

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

## RESOLUTION NO. 9885

### A RESOLUTION OF THE SANTA FE SPRINGS CITY COUNCIL FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) City of Santa Fe Springs is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution		
	Self	Self+1	Self+ Family
001 Miscellaneous	\$2,250.07	\$2,250.07	\$2,250.07
002 Safety	\$2,371.00	\$2,371.00	\$2,371.00

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) City of Santa Fe Springs has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of City of Santa Fe Springs shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Santa Fe Springs would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and

direct, Travis Hickey, Director of Finance and Administrative Services to file with the Board a verified copy of this resolution, and to perform on behalf of City of Santa Fe Springs all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on January 1, 2024.

Adopted at a regular meeting of the City Council at Santa Fe Springs, this 3<sup>rd</sup> day of October 2023.

Signed: \_\_\_\_\_  
Juanita Martin, Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez, CMC, City CLERK



**CITY OF SANTA FE SPRINGS**

**CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** René Bobadilla, P.E., City Manager

**BY:** Lana Dich, Assistant Director of Finance and Administrative Services  
Jeffrey Bailey, Technology Services Manager

**SUBJECT:** **Authorize the Purchase of Equipment and Services Related To the Relocation of the Council Chambers Audio/Visual Workstation**

**DATE:** October 3, 2023

---

**RECOMMENDATION(S):**

It is recommended that the City Council:

- 1) Award an order to Western Audio Visual for the purchase of new equipment and services to move the audio-visual workstation to the rear of the Council Chambers.
- 2) Authorize the Director of Purchasing Services to process a Purchase Order in the amount of \$42,300.00 to Western Audio Visual.
- 3) Appropriate \$42,300.00 from General Fund Reserves to the 10129000-542050 Non-Recurring account.

**FISCAL IMPACT**

The \$42,300.00 will be funded by an appropriation from General Fund Reserves to the 10129000-542050 Non-Recurring account. The original project amount is \$38,300.00 plus a 10% contingency amount for unforeseen circumstances.

**BACKGROUND**

Western AV is our vendor that completed the last two upgrade projects for the AV equipment in the Council Chambers and they have a thorough of the existing equipment

**Authorize the Purchase of Equipment and Services Related to the Relocation of the Council Chambers Audio/Visual Workstation**

Page 2 of 2

and layout of the Council Chambers. While we have an ongoing support contract with Western AV, the scope of project is not covered under our support contract.

**ANALYSIS**

N/A

**ENVIRONMENTAL**

N/A

**DISCUSSION**

N/A

**SUMMARY/NEXT STEPS**

Upon Council approval, a Purchase Order will be issued. Once the vendor begins work, engineering plans will be developed by the vendor and delivered to Public Works for coordination with the other renovation projects currently underway.

**ATTACHMENT(S):**

- A. Attachment A – Western AV – Broadcast AV Relocation

<b><u>ITEM STATUS:</u></b>	
<b>APPROVED:</b>	<input type="checkbox"/>
<b>DENIED:</b>	<input type="checkbox"/>
<b>TABLED:</b>	<input type="checkbox"/>
<b>DIRECTION GIVEN:</b>	<input type="checkbox"/>



City of Santa Fe Springs  
Broadcast AV Relocation

Representative Kevin Mahkorn  
Mobile 949.306.4162  
Office 714.637.4461  
Email KevinM@wav1.com  
Revision 8/31/2023

Broadcast Move  
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
<b>Broadcast</b>						
1	Samsung	QB43B	43IN COMMERCIAL 4K UHD LED LCD DISPLAY 350 NIT	\$	740.00	\$ 740.00
1	Chief	TS218SU	Medium Thinstall™ Dual Swing Arm Wall Display Mount - 18 Inch Extension	\$	233.00	\$ 233.00
1	Omnirax	PSJR-B	Omnirax ProStation Jr. Workstation	\$	1,707.00	\$ 1,707.00
1	BlackMagic	HDL-AUDMON1RU12G	Audio Monitor 12G (1 RU)	\$	1,544.00	\$ 1,544.00
<b>Miscellaneous Components</b>						
1	Middle Atlantic	ERK-3525-AV	35 RU ERK Series Rack, 25 Inches Deep, AV Configured	\$	1,859.00	\$ 1,859.00
1	Middle Atlantic	PD-915R	Rackmount Power, 9 Outlet, 15A, Basic Surge Protection - 9 ft Cord	\$	138.00	\$ 138.00

**Broadcast Move Equipment Sub-Total: \$ 6,221.00**

**Miscellaneous Materials**

Cable & Connectors	\$	3,156.00
Installation Hardware & Accessories	\$	64.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$	32.00

**Miscellaneous Materials Sub-Total \$ 3,252.00**

**Integration Labor**

Engineering & Drafting	\$	3,800.00
Control Programming	\$	-
Project Management	\$	567.00
Staging & Assembly	\$	-
Installation & Testing	\$	23,000.00
Training, Closing, & Commissioning	\$	-
Travel	\$	-
Sub-Contract	\$	-
Insurance & Admin	\$	159.00

**Integration Labor Sub-Total \$ 27,526.00**

**Broadcast Move Totals**

Total Equipment	\$	9,473.00
Total Labor	\$	27,526.00
Equipment and Labor Subtotal	\$	36,999.00
Total Shipping	\$	253.00
Additional Shipping for Overnight or Large Items	\$	-
Subtotal	\$	37,252.00
Sales Tax	10.50%	\$ 1,021.23
Electronic Waste Fee 4" - 14" (\$4.00)	QTY: 0	\$ -
Electronic Waste Fee 15" - 34" (\$5.00)	QTY: 0	\$ -
Electronic Waste Fee 35" and Greater (\$6.00)	QTY: 0	\$ -
Electronic Waste Fee Total	\$	-
Total Service Agreement	\$	-
Bond (if required)	\$	-

**\$ 38,273.23**

**NOTES:**

Billing Terms:

**100% Equipment Upon Order, Progress Billing for Labor**

Client Authorized Signature

Printed Name & Title

Date

*This quote is valid for 30 days. The sales tax is subject to change—in the event of an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.*