



**CALIFORNIA LIBRARY  
CONNECT**

**AWARD AGREEMENT**



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**THE BASICS – YOUR GRANT AWARD**

The following provides all the basic information about your grant.

Library/Organization:	Sunnyvale Public Library
Project Title:	Sunnyvale Public Library Technology Hardware Project
Award Amount:	\$105,540.00
Award Year:	10

**APPROVED BUDGET**

Technology and Hardware	\$105,540.00
Architectural & Building	\$
Network Consulting	\$
Upgrades to Inside Wiring	\$
Construction Support	\$
Technical Network Training	\$

**PROJECT PERIOD**

Start Date:	Upon Execution of Grant Agreement and included Grant Administrator Novation Agreement.
End Date:	November 1, 2024
If you have not received your payment after six weeks, please contact the Grant Administrator at <a href="mailto:grants@californialibraryconnect.org">grants@californialibraryconnect.org</a>	

**REPORTING**

Sunnyvale Public Library is required to provide periodic project financials, including copies of paid invoices, final financial and narrative reports, and updates upon request. Please submit these reports through the application portal at: [https://webportalapp.com/sp/home/california library connect](https://webportalapp.com/sp/home/california_library_connect).

**PAYMENTS**

Grant payments will be made based on Awardee's application to CLC.

**CONTACT**

Please contact the Grant Administrator if you need assistance.

<b>Grant Administrator thru December 31, 2023:</b>	Rachel Stogner CTC Technology & Energy <a href="mailto:grants@californialibraryconnect.org">grants@californialibraryconnect.org</a> 336-525-9458
<b>Grant Administrator January 1, 2024, and thereafter:</b>	California State Library Josh Chisom, Broadband Opportunities Program Manager <a href="mailto:josh.chisom@library.ca.gov">josh.chisom@library.ca.gov</a> <a href="mailto:grants@californialibraryconnect.org">grants@californialibraryconnect.org</a> 336-525-9458

## **AWARD AGREEMENT**

### **AWARD AGREEMENT BETWEEN CTC Technology & Energy, Grant Administrator on behalf of the California State Library, and Sunnyvale Public Library, for the Sunnyvale Public Library Technology Hardware Project**

#### **AWARD YEAR/AWARDEE NAME: Sunnyvale Public Library**

This Award Agreement ("Agreement") is entered into by and between Columbia Telecommunications Corporation d/b/a CTC Technology & Energy ("CTC"), current Grant Administrator on behalf of the California State Library ("CSL"), and Sunnyvale Public Library ("Grantee") and pertains to Grantee's State-funded Libraries project titled Sunnyvale Public Library Technology Hardware Project ("the project").

Grantee was selected by CTC, the current Grant Administrator, to receive grant funds provided by the State Library of California through its California Library Connect grant program ("CLC") in the amount of \$105,540.00. The grantee selection and award process is managed by CTC as Grant Administrator through December 31, 2023, this process being adopted by CTC per the direction of the State Library in its agreement BB21-01 dated April 1, 2022.

## **PROCEDURES and REQUIREMENTS**

### **A. Term of the Agreement**

The Agreement term begins on the date of execution of this Agreement by Grantee and expires on November 1, 2024. If completion of the project occurs prior to the end of the Agreement period, the term of this Agreement will end upon completion of the awarded project. Grant eligible program expenditures may begin no earlier than the execution date of this Agreement. All eligible program costs must be incurred within the Agreement's term.

### **B. Scope of Work**

1. Grantee agrees to perform all activities specifically identified in its application to CLC.
2. Grantee agrees to adhere to the following requirements as a condition of its grant award:
  - Maintain and store records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP) during the project term and for ten years thereafter
  - Make financial records available to Grant Administrator upon request
  - Work with Grant Administrator staff to ensure that funds are disbursed in compliance with the purpose of the grant, as detailed in its Grant Application
  - Prepare and submit required narrative and financial reports
  - Procure equipment and other supplies for the approved project
  - Establish contracts for services, personnel, and consultants for the approved project
  - Oversee the implementation of all project activities and spending

### **C. Budget Detail**

On behalf of the California State Library, Grant Administrator shall provide Grantee funding for expenses incurred in performance of only the activities specified in Grantee's approved application. Grantee will receive grant funding consistent with its proposal and the Project Budget that was included with its 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 required to submit to the Grant Administrator interim and final narrative and financial reports on the progress and activities of the project using the forms available through the application portal at [https://webportalapp.com/sp/home/california library connect](https://webportalapp.com/sp/home/california%20library%20connect). Interim financial reports shall be submitted through the grant portal and approved by the Grant Administrator within two weeks of payment of invoices. Final financial and narrative reports shall be submitted within two weeks of the end of the Period of Performance. The Period of Performance is determined by the timeline submitted with Grantee's application. Grantee will demonstrate that all disbursed grant funds were expended in compliance with grant terms.
2. Reports must include all required sections/documents and must receive approval by the Grant Administrator. Any problems or delays in completing narrative and financial reports must be reported in a timely manner to the Grant Administrator.
3. Failure to submit timely reports with the appropriate documentation by the due date may result in a request to return any grant funds already forwarded to the Grantee and/or suspension of eligibility for future awards by the program.

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

1. The Grant Administrator shall provide the Grantee payment 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) using an electronic signature to the Grant Administrator within fourteen (14) business days of receiving this award packet.
3. Based on the discretion of the Grant Administrator and with explicit prior written authorization, budget allocations may be modified across categories if the total request amount does not increase beyond the initial grant award amount.
4. If the payment amount made by Grant Administrator exceeds Grantee's actual expenses incurred for the items specified in Grantee's award application, Grantee shall immediately refund the excess payment amount to Grant Administrator.
5. Award payments will only be made directly to the Grantee library system. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.



**EXHIBIT A: TERMS and CONDITIONS**

1. **Acknowledgment:** The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the California Library Connect ("CLC") grant program. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the CLC program, on behalf of the California State Library, is acknowledged as the source of the grant.
  - a. Grant award recipients must provide copies and notify Grant Administrator of any promotional materials or publications including information about the grant award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or any other format or medium.
  - b. Grantees must include the statement below in all publications regarding the grant award, including websites.

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

If space is limited the California Library Connect logo and the following shortened acknowledgement statement is acceptable:

*"Funding provided by the State of California."*
  - c. California Library Connect Logo: Use of the California Library Connect logo, is required on any publication along with the above statement(s). The logo can be downloaded from the California Library Connect website at, <https://californialibraryconnect.org/resource/>.
2. **Applicable law:** The laws of the State of California shall govern this Agreement. The Agreement and obligations herein originate in Sacramento County, California.
3. **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 Grant Administrator's prior written consent.
4. **Audit and Records Access:** The Grantee agrees that the Grant Administrator, the California 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 ten (10) years after the final payment, grant term end date, or completion of any action which may rise due to any litigation, dispute, or audit, whichever is later, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) or the State access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Examples of audit documentation may include, but are 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.

5. 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 Grant Administrator to this status in advance, and Grant Administrator agrees to maintain this status in conformity with the Public Records Act. Grantee and Grant Administrator 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.*
6. 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 Grant Administrator pursuant to this section. Also, Grant Administrator or the 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.
7. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon approval of the final report by the Grant Administrator.
8. Failure to Perform: Utilization of the grant by the Grantee is to benefit the Sunnyvale Public Library Technology Hardware Project. If the Grant Administrator determines the Grantee has not complied with this Agreement, it may take appropriate action under this Agreement, including requiring the Grantee to forfeit the unexpended portion of the grant funds, and/or to repay to Grant Administrator any funds improperly expended.
9. Dispute Resolution: In the event of a dispute, the Grantee will first discuss the problem informally with the Grant Administrator. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Librarian. An attempted resolution will occur between the State Librarian and the Grantee. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Administrator, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
10. 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:
  - 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.
  - Establish a Drug-Free Awareness Program to inform employees about all the following:
    - The dangers of drug abuse in the workplace.
    - The Grantee's policy of maintaining a drug-free workplace.
    - Any available counseling, rehabilitation, and employee assistance programs.
    - Penalties that may be imposed upon employees for drug abuse violations.
  - Require that every employee who works on the Project receives a copy of the Grantee's drug-free workplace policy statement and agrees to abide by the terms of the Grantee's statement as a condition of employment.

Failure to comply with these requirements may result in suspension of award payments under the Agreement, termination of the Agreement, or both. Grantee may be ineligible for any future award

if Grant Administrator determines Grantee has made a false certification or failed to carry out the requirements as noted above.

11. Effectiveness of Agreement: This Agreement is of no force or effect until signed.
12. Extension: The Grant Administrator, State Librarian or designee may extend the final deadline of the period of performance for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by Grant Administrator at least 30 days prior to the final deadline.
13. Federal and State Taxes:

Grant Administrator shall not:

  - Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf, make Federal or State unemployment insurance contributions on Grantee's behalf, or 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 Grant Administrator nor the Grantee shall be responsible for performance of its obligations hereunder where prevented, delayed, or hindered by war, riots, embargoes, strikes involving third parties, acts of third party communications service providers, including any local access provider, or of their vendors, or suppliers unrelated to the services offered under this Agreement, acts of unrelated third parties, accidents, cable cuts by third parties not related to services provided under this Agreement, natural disasters, act(s) of God or any other event beyond the reasonable control of the Parties.
15. Grantee: The government entity to which a grant is awarded is accountable to Grant Administrator for use of the funds provided.
  - a. The Grantee will make reports to Grant Administrator 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 Grant Administrator may find necessary to assure the correctness and verification of such reports.
16. Grantee Accountability: The Grantee is ultimately responsible and accountable for furnishing funds beyond the grant award that may be necessary to complete the Project in the way the project was described and approved. The Grantee is responsible for 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 Grant Administrator, the Grantee is responsible for repayment of the funds to the Grant Administrator.
17. Independent Action: Grantee will fulfill its obligations under this Agreement in an independent manner within the agreed-upon timeline. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. Grant Administrator shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.
18. Indemnification: Grantee agrees to indemnify, defend and save harmless CTC and CSL, their officers, agents and employees from any and all claims, losses, and liabilities accruing or resulting to CTC and/or CSL and 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.

19. Limitation of Expenditure: Expenditure for all projects must conform to the Grantee's approved Budget (Exhibit C) and with applicable State laws and regulations. The total amount paid by the Grant Administrator to the Grantee under this Agreement shall be expended/encumbered in the designated award period. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the Grant Administrator and a Grant Award Modification submitted and approved. Approval of such a request will be at the discretion of the Grant Administrator. Adjustments shall be reported on the next financial report. Any adjustments in approved Budgets must be documented and records retained.
20. Lobbying: The 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.
21. 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 ensure 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 Grant Administrator to implement such article. Grantee shall permit access by representatives of the Department of Fair Employment and Housing, the California State Library or the Grant Administrator, 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, the Grant Administrator or the California State Library shall require to ascertain compliance with this clause. Grantee and its contractors and subcontractors shall give written notice of their obligation 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 for the Project.
22. 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. **Grants Management System**: When uploaded to the Grant Administrator'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.

- c. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
  - d. **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.
23. **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 Library Connect-approved Application (Grantee's Application) is hereby incorporated herein by 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, any Amendments thereto, and Novation between Grantee, CTC and CSL
  - 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.
24. **Payment:**
- a. The approved Budget is attached hereto as Exhibit C and incorporated herein by reference. Such Budget 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. The Grant Administrator shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application and at only those costs specified in the Budget and incurred during the term of the Agreement.
  - b. The Grantee shall carry out the work described in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Administrator's written approval of any changes or modifications to the project as described in the Grantee's Application. If the Grantee fails to obtain such prior written approval, the Grant Administrator, at its sole discretion, may refuse to provide funds to pay for those costs.
25. **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.
26. **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 Grant Administrator as to a basis for exemption if any exists.

27. Publicity Obligations: Grantee agrees that the California State Library and CLC 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.
28. 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.
29. 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.
30. Reports and Claims: It is the responsibility of the Grantee to make the required reports and claims to Grant Administrator:
  - a. Submission of Financial Reports reflecting Grantee expenditure activity to Grant Administrator. Such reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
  - b. Submission of a final report to Grant Administrator.
  - c. Submit a paid invoice to the Grant Administrator through the CLC grant portal for each quoted equipment or service item that has been approved and awarded in the application's Project Budget.
  - d. Upon completion of all activities specifically identified in the Grantee's project, the Grantee shall submit the Project Schedule with all actual dates of milestone completion, a Narrative Report utilizing the format provided by the CLC grant portal, and a Financial Report utilizing the format provided by the CLC grant portal.
31. 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.
32. Severability: It is expressly agreed and understood by the Parties hereto that if any provision of this Agreement is held to be or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.
33. Site Visits: The Grantee shall allow the California State Library or its designee 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.

34. Termination: The Agreement shall be subject to termination by the Grant Administrator upon notice to the Grantee at least thirty (30) business days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the Grant Administrator copies of all reports, accounting, data, and materials prepared up to the date of termination. The Grant Administrator shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination. Upon such termination, the unused portion of the grant award must be returned to the Grant Administrator within forty-five (45) business days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the Grant Administrator, shall be returned within forty-five (45) business days of the notice of termination.
35. Timeline: It is mutually agreed between the parties that the Grant Application and the project timeline included therein are a part of this Agreement.
36. Unused Funds: At end-of-term, Grantee agrees to return any unexpended or unaccounted for funds to the Grant Administrator, 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 therefore be returned, if the Grant Application outcomes or deliverables are materially incomplete, as determined by the State Library or its designee, by the end-of-term or earlier termination.
37. Worker's Compensation: Neither Grant Administrator nor the State of California will 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.
38. 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 Administrator or Grantee. For this purpose, the following contact information is provided below:

**Grantee:**

Sunnyvale Public Library  
Michelle Perera  
665 W Olive Ave  
Sunnyvale, CA 94086  
Phone 408-730-7300  
MPerera@sunnyvale.ca.gov

**Grant Administrator thru December 31, 2023:**

CTC Technology & Energy  
c/o Sandi Yatvin  
8136 S Boulder Court  
Long Grove, IL 60047  
Phone 301-933-1488  
grants@californialibraryconnect.org

**Grant Administrator January 1, 2024 and thereafter:**

California State Library

California State Library

Josh Chisom, Broadband Opportunities Program Manager

[josh.chisom@library.ca.gov](mailto:josh.chisom@library.ca.gov)

[grants@californialibraryconnect.org](mailto:grants@californialibraryconnect.org)

39. Entire Agreement: This Agreement, the Grantee-Grant Administrator Novation Agreement and any Addenda contemporaneously or subsequently executed by the parties constitute the entire Agreement between the parties regarding the subject matter of this Agreement and supersede all prior written or oral agreements with respect to such. This Agreement may not be modified orally, and no modification or amendment shall be binding unless in writing and signed by authorized representatives of the parties.

**Sunnyvale Public Library - Grant Administrator Novation Agreement under the Award Agreement**

This AGREEMENT is by and among **Sunnyvale Public Library** ("GRANTEE"), Columbia Telecommunications Corporation dba CTC Technology & Energy ("CTC"), and the California State Library ("CSL"), hereinafter referred to collectively as the PARTIES.

**WHEREAS**, CTC, acting on behalf of the California State Library, is the Grant Administrator for CSL's California Library Connect Project through December 31, 2023;

**WHEREAS**, GRANTEE, on **[Date]**, entered into the Award Agreement with CTC.

**WHEREAS**, as of January 1, 2024, CSL will assume the rights and responsibilities in performing the functions of the Grant Administrator under the Award Agreement and CTC will cease to perform those functions.

**WHEREAS**, on January 1, 2024, CTC has transferred and assigned its duties and responsibilities as the Grant Administrator to CSL pursuant to the terms of the grant program administered by the California State Library.

**WHEREAS**, CSL will perform the balance of the services specified in the Award Agreement, starting January 1, 2024 and thereafter.

**WHEREAS**, GRANTEE is willing to release CTC from all future obligations under the Award Agreement, and CSL has agreed to accept the obligations specified therein.

**WHEREAS**, CTC wishes to be released from all future obligations under the Award Agreement and CTC agrees to release all claims (if any) against GRANTEE with respect to the Agreement; and

**WHEREAS**, CSL will assume the services specified in the Award Agreement and CTC releases all rights (if any) arising from such Agreement.

**NOW THEREFORE**, in consideration of the promises set forth herein, the mutual covenants and obligations set forth herein and otherwise acknowledged, the PARTIES hereto do mutually agree as follows:

- 1.CTC is hereby released from all obligations under the Award Agreement as of January 1, 2024.
- 2.CTC hereby releases any claims for compensation or other rights which have accrued or might have accrued with respect to the Award Agreement after December 31, 2023.
- 3.CSL assumes all obligations of the Grant Administrator under the Award Agreement effective January 1, 2024.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT to be effective January 1, 2024.

**COLUMBIA TELECOMMUNICATIONS CORPORATION**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CALIFORNIA STATE LIBRARY**

BY: Rebecca L. Wendt

NAME: Rebecca L. Wendt

TITLE: Deputy State Librarian

**GRANTEE:**

BY: Kent Steffens

NAME: Kent Steffens

TITLE: City Manager

**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 to administer the grant awarded Project.
2. I certify that all information provided to Grant Administrator for review in association with this award is correct and complete to the best of my knowledge. 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 awarded project 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. I certify, also, that Grant Administrator and California State Library have only chosen to fund the project based on the application but are not involved in choosing vendors providing those services paid by for the grant award. Grantee is fully responsible for all injury, negligence, omissions and damages thru tort or otherwise resulting from the project.
4. I certify that 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 Exhibit A, the Terms and Conditions, and this Exhibit B, the Certification of Compliance Form.
5. I certify that the grant award of \$105,540.00 provided herein will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian or the CLC Grant Administrator.

**Certification**

<b>ORGANIZATION</b>	
<b>Name:</b> Sunnyvale Public Library	<b>Address (official and complete):</b> 665 W Olive Ave Sunnyvale, CA 94086
<b>PROJECT COORDINATOR</b>	
<b>Name:</b>	
<b>Email:</b>	<b>Phone:</b>
<b>GRANTEE AUTHORIZED REPRESENTATIVE</b>	
<b>Name:</b> Kent Steffens	<b>Title:</b> City Manager
<b>Email:</b> ksteffens@sunnyvale.ca.gov	<b>Phone:</b>
<b>Signature:</b> <i>Kent Steffens</i>	<b>Date:</b> Dec 27, 2023

EXHIBIT C: OVERALL BUDGET

Proposed Budget for Grant-Eligible Projects

Column A	Column B	Column C	Column D	Column E
<b>Project Budget Detail</b>				
<b>A) Special Construction Funding</b>	<b>Site Name</b>	<b>Total Unsubsidized Cost</b>	<b>Library Responsibility</b>	<b>Grant Amount Requested</b>
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
	<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>B) Hardship Funding for Initial 12-month recurring circuit costs</b>				
	<b>Site Name</b>	<b>Total Unsubsidized Cost</b>	<b>Library Responsibility</b>	<b>Grant Amount Requested</b>
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
	<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>C) Network Consulting Funding for consultant costs associated with network design</b>				
	<b>Site Name</b>	<b>Total Unsubsidized Cost</b>	<b>Library Responsibility</b>	<b>Grant Amount Requested</b>
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
	<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>D) Technology Hardware Funding for network hardware, installation and/or configuration</b>				
	<b>Site Name</b>	<b>Total Unsubsidized Cost</b>	<b>Library Responsibility</b>	<b>Grant Amount Requested</b>
Router - Equipment: Cisco Catalyst 8500	Main-Lakewood	\$ 19,574		\$ 19,574
Router - Support (Initial Cost/Year 1 + Year 2)	Main-Lakewood	\$ 8,227	\$ 4,114	\$ 4,114
Router - License (Initial Cost/Year 1 + Year 2)	Main-Lakewood	\$ 4,696	\$ 2,348	\$ 2,348
Router - Support (Initial Cost/Year 1 + Year 2)	Main-Lakewood	\$ 1,315	\$ 657	\$ 657
Firewall (1) - Equipment: FortiGate-601F	Main-Lakewood	\$ 14,489		\$ 14,489
Firewall (1) - Support (Initial Cost/Year 1 + Year 2)	Main-Lakewood	\$ 23,182	\$ 11,591	\$ 11,591
Firewall (2) - Equipment: FortiGate-604F	Main-Lakewood	\$ 14,489		\$ 14,489
Firewall (2) - Support (Initial Cost/Year 1 + Year 2)	Main-Lakewood	\$ 23,182	\$ 11,591	\$ 11,591
Firewall - Configuration Service (Initial Cost)	Main-Lakewood	\$ 983		\$ 983
CENIC - Equipment	Main-Lakewood	\$ 21,077		\$ 21,077
CENIC - Maintenance Fee (ARC)	Main-Lakewood	\$ 11,878	\$ 11,878	
CENIC - Facilities	Main-Lakewood	\$ 1,000		\$ 1,000
CENIC - Deployment Fee	Main-Lakewood	\$ 6,333		\$ 6,333
2.5% LIPC Tier 2 Matching Fund			\$ 2,706	\$ (2,706)
	<b>Subtotal</b>	\$ 150,425	\$ 44,885	\$ 105,540

E) Building Infrastructure Modification Funding for building or room-ready modifications	Site Name	Total Unsubsidized Cost	Library Responsibility	Grant Amount Requested
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
	<b>Subtotal</b>	\$ -	\$ -	\$ -
F) Upgrades to Inside Wiring to support broadband connectivity	Site Name	Total Unsubsidized Cost	Library Responsibility	Grant Amount Requested
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
	<b>Subtotal</b>	\$ -	\$ -	\$ -
G) Technical Network Training for Library Staff	Site Name	Total Unsubsidized Cost	Library Responsibility	Grant Amount Requested
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
(insert funding request description)		\$ -	\$ -	\$ -
	<b>Subtotal</b>	\$ -	\$ -	\$ -
Summary		Total Unsubsidized Cost	Library Responsibility	Grant Amount Requested
<b>Calculated Totals</b>		\$ 150,425	\$ 44,885	\$ 105,540
<b>Total Amount of Grant Funding You Are Requesting</b>				\$ 105,540
<b>Total Remaining Funds Needed to Complete Project(s)</b>			\$ 44,885	

