



SAN JOAQUIN VALLEY LIBRARY SYSTEM

ADMINISTRATIVE HEADQUARTERS
2420 Mariposa Street, Fresno, CA 93721

SJVLS Administrative Council Agenda Packet December 3, 2021

TO THE PUBLIC:

**ENCLOSED ARE THE AGENDA AND
PREPARED ATTACHMENTS FOR THIS MEETING.**

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Fresno County Public Library
Business Office
2420 Mariposa Street
Fresno, CA 93721

FOR THOSE WITH DISABILITIES:

In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Fresno County Library at (559) 600-6237 no later than 10:00 a.m. on Thursday, December 2, 2021.



SAN JOAQUIN VALLEY LIBRARY SYSTEM

ADMINISTRATIVE HEADQUARTERS
2420 Mariposa Street, Fresno, CA 93721

Meeting Announcement San Joaquin Valley Library System Administrative Council

Friday, December 3, 2021

Time: 10:00 a.m.

Meeting via Teams

For Information: (559) 600-6256

The public may participate by using the following URL:

<https://go.sjvls.org/admin211203>

To call in and participate in the meeting:

Call: (559) 785-0133

Phone Conference ID: 859 536 933#

AGENDA

A. COUNCIL OPENING

1. Call to Order
2. Introductions
3. Adoption of Agenda
4. Public Comment

Public comment on any items relative to SJVLS and not on the agenda.

B. CONSENT AGENDA

1. Approval: Draft Minutes of November 5, 2021, Administrative Council Meeting. (Attachment 1)
 2. Acceptance: Financial Update. (Attachment 2)
 3. Approval: Certification of Need to Continue Virtual Meetings. (Attachment 3)
-

C. ITEMS FOR INFORMATION/ACTION

1. Retroactive Approval: Execute Public Library Staff Education Program Application and Accept Award Amount. Wymer (Attachment 4)

D. STAFF REPORTS

1. Chair
 2. State Library
 3. Administrative Librarian
 4. SJVLS - System Administrator
 5. Senior Network System Engineer
-

E. DIRECTOR COMMENTS

Council members have the opportunity to share items relating to collaboration, innovation and professional development of interest to the Council.

F. CALENDAR ITEMS

1. Date and place of next Council Meeting: December 17, 2021, via Teams.

G. ADJOURNMENT

Meeting adjournment.



SJVLS Administrative Council Meeting

November 5, 2021

Draft Minutes

Meeting Minutes

A. Council Opening

- Amy Taylor (Merced County), called to order 10:00 AM

Council present: Raman Bath (Fresno County), Sally Gomez (Fresno County), Natalie Rencher (Kings County), Krista Riggs (Madera County), Amy Taylor (Merced County), Vikki Cervantes (Porterville), Heidi Clark (Tulare City), Darla Wegener (Tulare County), Mark Lewis (Kern), Mary Leal (Coalinga/Huron), Jeannie Christiansen (Fresno), Aaron Lusk (SJVLS) and Chris Wymer (SJVLS).

Absent: Janet Chase-Williams (Mariposa)

Guests: Alex Johnson

2.) Introductions: Staff introductions.

3.) Adoption of Agenda: Motion to Adopt Agenda Wegener (Tulare County), Second: Lewis (Kern County).

4.) Public Comment: None.

B. Consent Agenda

1.) Motion to approve draft minutes of October 8, 2021, and #2 Financials on Consent Agenda Cervantes (Porterville), Second: Lewis (Kern).

C. Items for Information/ Actions.

1.) Wymer requested authorization to draft and publish an RFQ to provide audit services, with term of 5 years. Wymer also requested approval to authorize the chairman to execute final review of RFQ documents and timelines for posting on website. **Motion to approve to publish RFQ-Independent Auditor Cervantes (Porterville), Second: Riggs (Madera).**

2.) Wymer recommended retroactive Agreement with Ed Technology Funds, a division Sutherland Consulting Group, for optional two-year renewal effective October 1, 2021 through September 30, 2023. Current term expired September 30, 2021. Approve and Authorize the Chairman to sign renewal amendment. **Motion made to approve and authorize retroactive agreement with Ed Technology for E Rate related services Clark (Tulare City), Second: Lewis (Kern).**

3.) Bath gave update on status of Fresno County Outsourcing Fiscal Controller and Accounting. There were 5 firms, and they were close in pricing. Hudson and Henderson were chosen and will start in the new year. Christiansen will stay on for a 6-month transition period with some dedicated hours yearly.

4.) Wymer seeking approval for Certification of need to continue virtual meetings, per the Brown Act. **Move to continue virtual meetings and place on agenda going forward Cervantes (Porterville), Second: Lewis.**

D. Staff Reports

1. Taylor reported that her and Wymer are working with Diane Satchwell on Cost Share formulas. They will bring to next meeting for approval. It will also be added to the website.

2. State Library provided an email update, highlights noted below.

- California Public Libraries Survey, due today.
- Public Library Staff Education Program notification for tuition reimbursement will come out this month.
- Stronger Together: Improving Library Access applications due November 15th, 2021 at 5:00 PM.
- Networking Conversations are continuing and the next one is November 17th, 2021 at 3:30 PM.
- Digital Learning Platforms for All California Public Libraries, Coursera, GetSetUp, LearningExpress Library plus Job and Career Accelerator LinkedIn Learning, Northstar, and Skillshare have contacted the identified library staff for set up on your library websites.
- Building Forward Infrastructure Funding for California Libraries, the preliminary application period, which was an option step in applying, closed October 27, 2021.

- Funding opportunities through the California State Library, please visit the grants page on California State Library page.
- California Library Literacy Services, not yet available but the State Library has released a document that provides to prepare applications. Contact Bev Schwartzberg at Beverly.schwartzberg@library.ca.gov.
- Statewide Library Branch Map has been developed please contact meg DePriest to update your library.
- California Libraries Learn (CALL) is busier than ever please visit www.callacademy.org.
- California Revealed previews an upcoming funding opportunities for work with historical records, images, and outreach. Please visit www.californiarevealed.org and <https://californiarevealed.org/content/news>.
- California Chronicles welcomes writing, art, and other submissions from Californians please visit www.calchronicles.com.

3. Administrative Librarian – Chris Wymer.

- Contacted by Califa regarding the Broadband Grant from last year. The State Library needs to know how much funding USAC will provide to calculate their share of funds. We need quote for updated equipment because the previous one we received is now out of date.
- Was contacted by Contacted Mary Housel, for City of Santa Maria, she was inquiring on how SJVLS divides member fees, because Black Gold is looking to update their membership fee formula.
- Preparing ERate for bookmobile's and working with Ingrid. Some of the information is going to be for their stops.
- We're preparing to post the System Administrator position.
- PLSEP award will be brought to next Council meeting.

4. SJVLS – System Administrator - Chis Wymer.

- Wednesday the Kids Catalog goes live, your JSA will have all the info.

5. Senior Network System Engineer – Kevin Nelson.

- Wymer reported still working on CENIC installs
- Lusk is working on equipment swap outs.

- PC order just closed.

E. Directors Comments.

- **Tabled till next meeting**

F. Calendar for next meeting on December 3rd. 2021, via **Teams**.

G. Adjournment 9:59 PM.

Consent Agenda Item
Acceptance of Financial Update Report-Christiansen
December 3, 2021

Status Updates

1. Financial Reports

FY 2021/22 As of November 30, 2021, Financial reported expenses are \$ 1,197,247. Overall expenses were underspent by 15% in comparison to the monthly benchmarks due to delays in Telecommunication charges and lower computer service project cost. Revenues for the period ending November 2021 totaled \$ 1,893,286.

2. Outstanding Receivable Total: \$118,191

a. FY 2021/22 Member Fees, Postage, and Smart Net totaling \$ 1,769,999 was billed on 8/17/2021 with a current outstanding balance of \$111,991 as of November 30, 2021.

b. Billed Fortinet of \$ 31,000 on 8/17/21 with a current outstanding balance of \$6,200

c. FY 2021/22 Electronic Resource has been paid in full:

Fresno	\$ 300,000
Mariposa	\$ 5,000

3. CLSA Allocation-Status Update, (Attachment 2 – Item 3)

FY 2021/22 expenses to date total \$64,793 with projected expenses through November 30, 2021 of \$80,493. CLSA award was increased from \$124,997 to \$235,672 in FY 2021/22.

4. Online Materials -Status Update (Attachment 2 – Item 4)

Online Materials expenses total \$138,923 with remaining unspent funds of \$43,447.

5. LSTA-Public Library Staff Education Program (PLSEP) MLS Funding Support

Current year award acceptance pending SJVLS Administrative Librarian presentation to Board for approval.

6. Transfer of Ownership Statements have been sent to the following members:

- September notice Fresno (\$3,443)
- November notice Fresno, Merced (\$76,791)

Cost listed above has been deducted from the member's Tech Reserve.

There was no activity for the months of July, August, October.

7. Pre-paid Tech Reserve Report – Total Balance \$4,202,502. Emailed to Admin Council.

Under Committed System Projects: The Cenic Year 7 estimated by participating member is listed for grand total \$94,000.

8. Unearned Grant Report

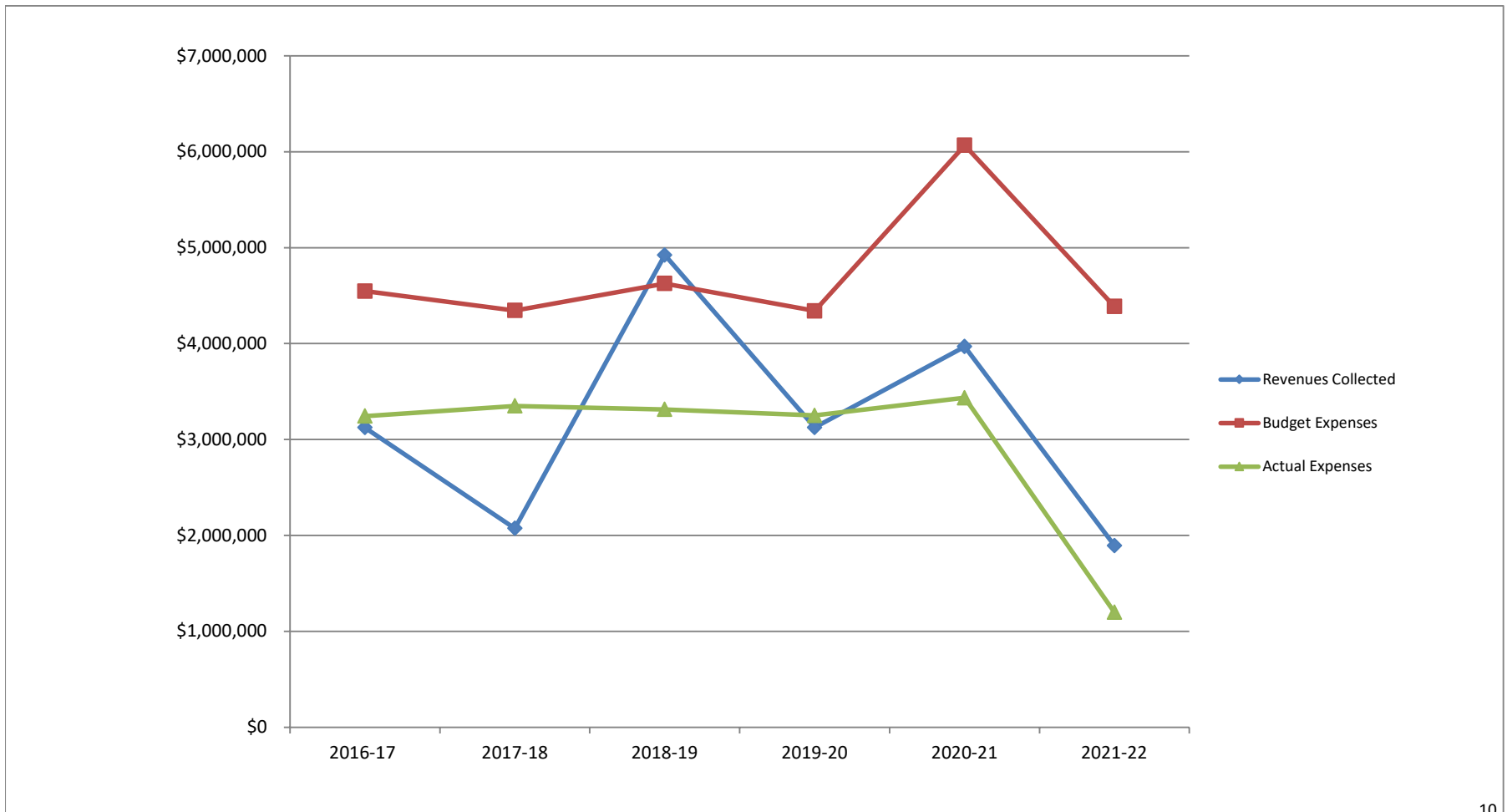
The CENIC Year 6 Project is still in progress. Total costs for sites completed is \$180,559. Funding provided by remaining grant balance in the amount of \$63,504 and E-Rate reserves. Telco project Year 6 consisted of cabling, wired and wireless equipment project.

The Board approved on April 16 for SJVLS participation in Cenic Year 7 in the upcoming fiscal year with equipment recommendations in the amount of \$94,000. Staff will return to the board in fall to report on final cost, any grant opportunities and upgrade of equipment to be deducted from participating member's tech reserves. Members elected to use a portion of recent e-rate disbursement as Committed towards year 7. Please refer to Tech Reserve if a participating member.

**San Joaquin Valley Library System
Revenue and Expenses Trends - Annual
November 30, 2021
Fiscal Year 2021-22**

Financial Report
Attachment 2

Fiscal Year	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Tech Reserve Available Balance	\$2,589,868	\$2,473,397	\$2,676,754	\$3,061,626	\$4,014,129	\$4,202,252
Revenues Collected	\$3,123,740	\$2,074,018	\$4,922,374	\$3,125,520	\$3,967,778	\$1,893,286
Budget Expenses	\$4,545,929	\$4,343,965	\$4,626,402	\$4,339,757	\$6,066,145	\$4,386,297
Actual Expenses	\$3,243,758	\$3,349,110	\$3,314,188	\$3,250,441	\$3,433,952	\$1,197,247
% of Actual to Budget	71%	77%	72%	75%	57%	27%
\$ Unspent	\$1,302,171	\$994,855	\$1,312,214	\$1,089,316	\$2,632,193	\$3,189,050
% Unspent	29%	23%	28%	25%	43%	73%
	100%	100%	100%	100%	100%	100%



Financial Position Report

Fund 4835

Appropriations, Revenue and Net Fund Balance

Attachment 2

Org 9625

For the Period Ending November 30, 2021

Account #	Category Description	Adopted Appropriations	Adjusted Appropriations as of 8-31-21	Total Expended (Includes CY Encumb)	Projected	% Spent	Benchmark
6000	Salaries & Benefits		\$0			0%	42%
7000	Services & Supplies	\$4,353,297	\$4,386,297	\$1,197,247		27%	42%
7800	Other Charges		\$0			0%	42%
7295	SJVLS Professional Services		\$0			0%	42%
8000	General Fixed Assets		\$0			0%	42%
	Total Appropriations	\$4,353,297	\$4,386,297	\$1,197,247	\$0	27%	42%

Sum of Pivot Tables Financials \$ - \$ - \$1,197,247

Variance 4,353,297 4,386,297 \$0

Account #	Account Description	Adopted Revenues	Adjusted Revenues as of 8-31-21	Revenues	Deferred Revenues	% Collected	Benchmark
5040	Other--Overdue Notices (Charges for Services)	\$36,000	\$36,000	\$36,000		100%	42%
5039	SJVLS Tech Reserve Charges	\$544,553	\$544,553	\$114,068		21%	42%
3380	Interest Tech Reserve Fund	\$69,096	\$69,096	\$2,469		4%	42%
5800	Miscellaneous Revenue			\$0		0%	42%
5501	Telephone Services			\$0		0%	42%
5504	Telephone Services-Non County	\$534,755	\$534,755	\$0		0%	42%
4375	Grant-PLSEP Scholarship	\$20,000	\$20,000	\$0		0%	42%
4841	SJVLS Member Contributions	\$1,789,808	\$1,789,808	\$1,740,749		97%	42%
3575	CLSA, CVIN, Y2B, CLSA add. Funding	\$162,819	\$276,435	\$0		0%	42%
	Total Revenues	\$3,157,031	\$3,270,647	\$1,893,286	\$0	58%	42%

Sum of Pivot Tables Financials \$0 \$0 \$1,893,286

Variance 3,157,031 3,270,647 0.00

-\$696,039

Fund Balance 4835 Agency Fund: Increase to Cash in Fund (-)	\$1,196,266	\$1,115,650	-\$696,039	-\$696,039
Decrease Cash in Fund (+)				

Benchmark		# of PPs	# of Mos.
		11	5

Financial Comments:

Computer Ops (0130) will always be underspent by the amount SJVLS projects incomplete.

Account	Program	Adopted Appropriations	Adjusted Appropriations	Year-To-Date		Remaining Appropriations	% Used
				Expenditures	Encumbrances		
FISCAL YEAR 2022							
7040 Telephone Charges		0.00	1,378,685.00	103,010.89	0.00	1,275,674.11	7%
7055 Food		0.00	500.00	0.00	0.00	500.00	0%
7101 General Liability Insurance		0.00	4,100.00	4,350.34	0.00	(250.34)	106%
7175 Property Insurance		0.00	3,000.00	1,324.92	0.00	1,675.08	44%
7205 Maintenance-Equipment		0.00	353,627.00	185,445.99	0.00	168,181.01	52%
7250 Memberships		0.00	3,750.00	3,390.00	0.00	360.00	90%
7265 Office Expense		0.00	9,700.00	3,259.24	0.00	6,440.76	34%
7268 Postage		0.00	41,000.00	5,167.31	0.00	35,832.69	13%
7286 PeopleSoft Human Resources Chg		0.00	2,000.00	0.00	0.00	2,000.00	0%
7287 PeopleSoft Financials Chg		0.00	10,000.00	1,906.36	0.00	8,093.64	19%
7295 Professional & Specialized Ser		0.00	1,618,399.00	660,570.05	0.00	957,828.95	41%
7296 Data Processing Services		0.00	4,107.00	1,028.41	0.00	3,078.59	25%
7325 Publications & Legal Notices		0.00	14,200.00	300.00	0.00	13,900.00	2%
7385 Small Tools & Instruments		0.00	541,029.00	139,152.77	0.00	401,876.23	26%
7406 Library Materials		0.00	200.00	0.00	0.00	200.00	0%
7412 Mileage		0.00	1,700.00	0.00	0.00	1,700.00	0%
7415 Trans, Travel & Education		0.00	53,500.00	175.00	0.00	53,325.00	0%
7416 Trans & Travel County Garage		0.00	248,800.00	70,665.30	0.00	178,134.70	28%
7430 Utilities		0.00	35,000.00	17,500.00	0.00	17,500.00	50%
7565 Countywide Cost Allocation		0.00	30,000.00	0.00	0.00	30,000.00	0%
7000 Services And Supplies		0.00	4,353,297.00	1,197,246.58	0.00	3,156,050.42	28%
	2022 Total	0.00	4,353,297.00	1,197,246.58	0.00	3,156,050.42	28%

**Admin Council Board Report
CLSA Status Report**

Budget Resolution passed 8/13/21 to increase Delivery budget from \$215,800 to \$248,800

Report Date

11/30/2021

Operations Type	Adopted Budget	Budget (revised 8/13/21)	Total Expenses	Pending Expenses	Total Projected Expenses	Unspent	Comments
Delivery	215,800	248,800	64,793	15,700	80,493	168,307	CLSA award increased from \$124,997 to \$235,672
Grand Total	215,800	248,800	64,793	15,700	80,493	168,307	

Online Materials
Financial Update
Report Date

11/30/2021

Funding Source: Membership

Vendor	Budget Amount	Total Expenses	Unspent	Comments
Ebooks Bibliotheca	21,000	10,959	10,041	
Pronunciator	31,620	28,000	3,620	
Cengage	60,500	60,449	51	
Gale	30,000	30,265	(265)	Education and Career module with Gale
E-Resources Other	30,000		30,000	formerly covered by CLSA
Califa- Quipu E Card Registration	9,250	9,250	-	CLSA amendment passed June 25, 2020, now covered by Membership due to funding cut
ERC Committee -	-		-	see note below
Grand Total	182,370	138,923	43,447	

Funding Source: CLSA (none due to decreased State of California allocation)

	Budget Amount	Total Expenses	Unspent
Total Funding Sources:	\$ 182,370	\$ 138,923	\$ 43,447

Board voted April 16, 2021, no committee allocation this year to manage increases to Online Materials on-going costs.

DATE: December 3, 2021
 TO: SJVLS Administrative Council
 SUBMITTED BY: Chris Wymer, Administrative Librarian
 SUBJECT: Certification of the Need to Continue Virtual Meetings

RECOMMENDED ACTION:

1. Certify the need to continue virtual meetings in accordance with the new provisions of the Brown Act.

REPORT:

California Assembly Bill 361 (AB 361) modified the provisions of the Brown Act, allowing governing boards to continue to meet virtually, in consideration of the on-going pandemic. These modifications include suspending the requirement that all members participate from locations within the jurisdiction's boundaries, that the teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding, and that at least one member of the state body be physically present at the location specified in the notice of the meeting. The modifications are in place until January 1, 2024, if an on-going public health emergency has been declared.

To continue virtual meetings, SJVLS's Administrative Council needs to verify that the exemption from traditional teleconference requirements is still necessary. This verification needs to be re-assessed and voted on every 30 days. During the verification, Admin Council needs to verify that they have reconsidered the state of emergency circumstances and either:

1. The state of emergency continues to directly impact the ability of members to meet safely in person; or
2. state or local officials continue to impose or recommend measures to promote social distancing.

Currently, there is still a state of emergency declared by the State of California, along with local recommendations to reduce the spread of COVID-19. Based on the information presented above, I am requesting that Admin Council re-certify the need to meet virtually.

FISCAL IMPACT:

There is no SJVLS cost associated with the recommended actions.

DATE: December 3, 2021
TO: SJVLS Administrative Council
SUBMITTED BY: Chris Wymer, Administrative Librarian
SUBJECT: Retroactive Approval to Execute PLSEP Grant and Accept Award

RECOMMENDED ACTION:

1. Retroactively approve and authorize the Chairperson to ratify the SJVLS Administrative Librarian's execution of the agreement and acceptance of grant funds effective upon execution through September 30, 2022 (\$9,385). The current budget resolution has sufficient revenues appropriated for this award.
2. Authorize the Administrative Librarian, or their designee, to sign expenditure forms and activity reports for this agreement.

REPORT:

The California State Library (CSL) has awarded a Library Services and Technology Act (LSTA) Public Library Staff Education Program (PLSEP) grant in the amount of \$9,385 to SJVLS to oversee the program and reporting. Two staff members were awarded PLSEP grants, one awardee works for Tulare County Library, and the other works for Merced County Library.

FISCAL IMPACT:

There is no SJVLS cost associated with the recommended actions. The \$9,385 grant from PLSEP will be used for training and other related costs (\$8,532) and administration costs for staff to administer the program (\$853).

ATTACHMENT:

Attachment 4 - Application and Certification

Title **San Joaquin Valley Library System** 09/22/2021
id. 21318448

by **Christopher Wymer** in **21-22 Public Library Staff Education Program System Application**

2420 Mariposa St
Fresno, California
93721
United States
559-600-6256
christopher.wymer@sjvls.org

Original Submission 09/22/2021

Organization Name **San Joaquin Valley Library System**

Organization's DUNS Number **3527160.0**

Project Coordinator Name **Christopher Wymer**

Project Coordinator Title **Administrative Librarian**

Project Coordinator Email Address **christopher.wymer@sjvls.org**

Project Coordinator Business Phone Number **559-600-6256**

Organization Street Address, City, Zip Code **2420 Mariposa St. Fresno, CA 93721-2204**

Authorized Representative Prefix **Mr.**

Authorized Representative First Name **Christopher**

Authorized Representative Last Name **Wymer**

Authorized Representative Title	Administrative Librarian
Authorized Representative Business Phone Number	559-600-6256
Authorized Representative Email Address	christopher.wymer@sjvls.org
Authorized Representative Street Address, City, Zip Code (if different from above)	n/a
Salaries, Wages and Benefits - Total LSTA Funds Requested	0.0
Services - Total LSTA Funds Requested	8532.0
Project Subtotal - Total LSTA Funds Requested	8532.0
Indirect Cost - Total LSTA Funds Requested	853.0
Grand Total - LSTA Funds Requested	9385.0
California's LSTA Goals	Goal 7 [skilled and diverse workforce, continuing education and leadership development opportunities]
Primary Audience(s) for project	Library Staff, Volunteers and/or Trustees
LSTA Risk Assessment	LSTA_Risk_Assessment.docx
Application Budget Page	21-22_PLSEP_SJVLS_Budget.xlsx
Internet Certification (check one only)	Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.
Certification & Signature	



October 22, 2021

Christopher Wymer, Administrative Librarian
San Joaquin Valley Library System
2420 Mariposa Street
Fresno, CA 93721-2204

Dear Mr. Wymer:

We are pleased to approve the grant application for the Public Library Staff Education Program project for a total of \$9,385 in federal Library Services and Technology Act (LSTA) funds.

Hard copies of this correspondence will not follow. Keep the entirety of this correspondence for your files and consider these award materials your original documents. Please refer to the 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 and review the following:

LSTA Funds

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.

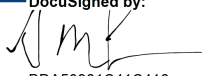
Project Support

There are two people assigned to your project. The first is your Grant Monitor. Contact them regarding compliance and reporting. The Grant Monitor assigned to your project is Lynne Oliva and can be reached via email at lynne.oliva@library.ca.gov. You are also assigned a LPC for ongoing programmatic support. The LPC assigned to your project is Lena Pham and can be reached via email at lena.pham@library.ca.gov.

Please stay in touch with your Grant Monitor and LPC 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:

BDA50981C41C416...

Greg Lucas
California State Librarian

cc: Christopher Wymer christopher.wymer@sjvls.org
Lena Pham lena.pham@library.ca.gov
Lynne Oliva lynne.oliva@library.ca.gov
Nicole Bravin nicole.bravin@library.ca.gov
Angie Shannon angie.shannon@library.ca.gov
Reed Strege reed.strege@library.ca.gov
Natalie Cole natalie.cole@library.ca.gov



THE BASICS – YOUR LSTA GRANT AWARD

The following provides all of the basic information about your grant and managing your grant.

Award #:	40-9238
File #:	P-06
IMLS #:	LS-249951-OLS-21
ORGANIZATION:	San Joaquin Valley Library System
Project Title:	Public Library Staff Education Program
Award Amount:	\$9,385

2021/2022 LSTA APPROVED BUDGET

Salaries/Wages/Benefits	\$
Consultant Fees	\$
Travel	\$
Supplies/Materials	\$
Equipment (\$5,000 or more per unit)	\$
Services	\$8,532
Project Total	\$8,532
Indirect Cost	\$853
Grant Total	\$9,385
Payment Schedule	IN FULL

Start Date:	7/1/2021
End Date:	7/31/2022
<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>	

REPORTING

Financial and program narrative reports are required. All required reporting materials, as well as the Grant Guide, will be 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/>). The Grant Guide for this project will list specific reporting due dates. 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.

PAYMENTS

Please note this clarification regarding payments. 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. It 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 grant program.



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 San Joaquin Valley Library System for the Public Library Staff Education Program AWARD AGREEMENT NUMBER 40-9238

This Award Agreement ("Agreement") is entered into on July 1, 2021 by and between the California State Library ("State Library") and San Joaquin Valley Library System, ("Subrecipient").

This Award Agreement pertains to San Joaquin Valley Library System's LSTA-funded Public Library Staff Education Program project.

The Library Development Services Division ("LDS") of the State Library supports programs related to library development and cooperation through the administration of state and federal funds.

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of \$9,385 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

Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until September 30, 2022. 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. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on July 31, 2022 and all eligible program costs must be incurred by this date.

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 Public Library Staff Education Program 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.

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.

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
July - September	1 st Quarter Financial Report Due	N/A
October - December	Second Quarter Check-In (Library Programs Consultant will schedule this)	January 15, 2022
January - March	3 rd Quarter Financial Report Due	April 15, 2022
April - Project End Date	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	Upon completion of the project but no later than August 31, 2022
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)	September 30, 2022

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.

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.



EXHIBIT A: TERMS AND CONDITIONS

1. 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](#).
2. **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.
3. **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.
4. **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.
5. **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.
6. **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. The Subrecipient 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 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.

7. 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.
8. 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:

San Joaquin Valley Library System	California State Library
Christopher Wymer	Lynne Oliva
christopher.wymer@sjvls.org	lynne.oliva@library.ca.gov

9. 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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.

15. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
16. 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.
17. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.
18. 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).

19. 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.
20. 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.

21. 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.
22. 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.
23. 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.

24. Funding Contingency:

- a. 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.
- b. 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 2021/2022 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.
- c. 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.
- d. The California State Library has the option to amend the grant award to reflect any reduction of funds.
- e. 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.

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

26. 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.

27. 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.

28. 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.
29. 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.
30. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations.

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. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed \$9,385 and shall be expended/encumbered in the designated award period.

31. 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.
32. 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 Fair Employment and Housing 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.

33. 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 receipt.

- 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 receipt.
 - 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 receipt.
 - 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.
34. 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.
35. 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 pursuant to California State Library's 10 percent (10%) retention policy.
 - e. Lodgings, Meals and Incidentals: Subrecipient's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (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.
36. 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.
37. 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.

38. 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.
39. 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.*
40. 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.
41. 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.
42. 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.

43. 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.
44. 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.
45. 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.
46. 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.
47. 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 the submission of two Narrative Reports, unless otherwise noted in the Grant Guide for the project located on the State Library's website, on the progress and activities of the project

- to the State Library within 30 days following the end of the designated quarter.
- b. The subrecipient shall submit quarterly Financial Reports to the State Library, unless otherwise noted in the Grant Guide for the project located on the State Library's website. These reports are to reflect the expenditures made by the subrecipient under the agreement. The financial reports are to be submitted within 30 days following the end of the designated quarter.
 - 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. The State Librarian may extend the final deadline for good cause. Request for extension beyond the final deadline of the award period must be received at least 30 days prior to that deadline.
 - g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:
 - o \$9,385 upon execution of the agreement and submission of claim by fiscal agent
 - o If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of \$0
 - o If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of \$0
 - h. If the amount of payment made by the California State Library shall exceed the actual expenses during the term of this agreement, as reflected in the financial reports to be filed by the subrecipient, the subrecipient shall refund to the California State Library the amount of such excess payment.

48. 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.
49. 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.
50. 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.
51. 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.
52. 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.

53. 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.
54. 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.

55. 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.
56. 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.
57. 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.

58. 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.
59. 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

To clarify some of the more commonly-occurring questions regarding how Library Services and Technology Act (LSTA) funds can or cannot be used, please see the list of explanations below. These explanations have been extracted from the Code of Federal Regulations and list important highlights of allowable and unallowable costs. Administrators and project coordinators of LSTA grant projects are cautioned that they must abide by all regulations in conducting their projects and in allotting charges against grant funds. In cases of ambiguity, uncertainty, or questions in identifying allowable cost items under Federal procedures, contact Lynne Oliva, LSTA Coordinator at lynne.oliva@library.ca.gov. A complete list with descriptions can be found on the [Electronic Code of Federal Regulations webpage](#).

- 1. 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. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advertising and Public Relations](#)
- 2. 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. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advisory Councils](#)
- 3. ALCOHOLIC BEVERAGES** Costs of alcoholic beverages are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Alcoholic Beverages](#)

4. **BUILDING, CONSTRUCTION, RENOVATION COSTS** Building, construction, or renovation costs are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Equipment and Other Capital Expenditures](#), [Rearrangement and Reconversion Costs](#), and [Maintenance and Repair Costs](#)
5. **CONFERENCES** Costs of meetings and conferences, including meals, transportation, rental of meeting facilities, and other incidental costs, where the primary purpose is the dissemination of technical information, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Conferences](#)
6. **CONTRIBUTIONS, DONATIONS, HONORARIUMS, STIPENDS** 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. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Contributions and Donations](#)

(NOTE: Honorariums and stipends are also unallowable. Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable)
7. **ENTERTAINMENT** 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. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Entertainment](#)
8. **FUND-RAISING** 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. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Fundraising](#)
9. **GENERAL GOVERNMENT EXPENSES** The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [General Government Expenses](#)

- 10. 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. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Program Income](#)
- 11. LOBBYING** 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. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Lobbying](#)
- 12. 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. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Memberships, Subscriptions, and Professional Activities](#)
- 13. PREMIUMS, PRIZES, INCENTIVES, AND SOUVENIRS** Costs of promotional items and memorabilia, including models, gifts, and souvenirs, are unallowable. See ADVERTISING AND PUBLIC RELATIONS (e)(3).
- 14. REFRESHMENTS** See ENTERTAINMENT (unallowable), and MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES (allowable).
- 15. TRAINING** The cost of training provided for employee development is allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Training](#)
- 16. TRAVEL EXPENSE** Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees traveling on official business. Charges should be consistent with those normally allowed in like circumstances of the grant recipient organization in its regular operations and policy, in non-federally sponsored activities. An exception to this is that car mileage reimbursement for all awarded LSTA grants cannot exceed the current state rate of 58 cents per mile (CPM). Reimbursement is the preferred method of payment for travel expenses. Source: 2 CFR Part 200 Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Travel](#)

(NOTE: The State Library's policy on out-of-state travel and conferences is that they are generally not allowed. There are exceptions, however, based on the importance of the travel and/or conference to the grant. If your grant will include out-of-state travel or attendance at an out-of-state conference, consult with your grant monitor beforehand to obtain State Library approval before scheduling the trip or registering for the conference.)



EXHIBIT C: LSTA AWARD REQUIREMENTS

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.

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.

Accessibility

The State of California's website is designed, developed and maintained to be in compliance with 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.

This State of California's website accepts no responsibility for the content or accessibility of the external websites or external documents linked to on this website.

The California State Library reserves the right to post project materials to the California State Library website. **Project materials generated by LSTA funded projects must meet the [California Accessibility Standards](#).**

If for some reason a project material cannot be made accessible, please still submit it to the State Library but **make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.**

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

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

Additional accessibility resources:

- [State of California's Accessibility webpage](#)
- [Americans with Disabilities Act Notice](#)
- [California Commission on Disability Access](#)
- [California Department of Rehabilitation](#)
- [U.S. Access Board](#)

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.
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 Subrecipient, 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 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.
4. 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](#)

5. 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.
6. The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount \$9,385. 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.
7. **FUNDING CONTINGENCY:**
 - a. It is mutually understood between the parties that 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.
 - b. 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 2021/2022 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.
 - c. 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.
 - d. The California State Library has the option to amend the grant award to reflect any reduction of funds.
 - e. 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.
8. **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).
9. **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:

- 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:
 - 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.
- c. 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 Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

10. **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 Contractor violates any provisions of above paragraphs, such action by Contractor 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)).

11. **LABOR CODE/WORKERS' COMPENSATION:** Contractor 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 Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
12. **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.*)
13. **RESOLUTION:** 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.
14. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.
15. **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.

16. 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.

17. 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

18. **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.

19. **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.)

20. 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.

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

22. **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

23. **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.


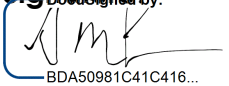
24. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.

25. **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.

26. **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	
Name: Christopher Wymer	Address (official and complete): 2420 Mariposa St. Fresno, CA 93721
PROJECT COORDINATOR	
Name: christopher wymer	
Email: christopher.wymer@sjvls.org	Phone: 559-600-6256
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
Name: christopher wymer	Title: Administrative Librarian
Email: christopher.wymer@sjvls.org	Phone: 559-600-6256
Signature by:  A6917CAA5DE9454...	Date: 11/9/2021
STATE LIBRARIAN OR DESIGNEE	
Name: Greg Lucas	
Signature by:  BDA50981C41C416...	Date: 11/9/2021

CALIFORNIA STATE LIBRARY
Library Services and Technology Act

INVOICE #: 40-9238-001

Attachment 4

**FINANCIAL CLAIM
IN FULL**

PO #: 4383

FY: 21/22
FAIN: LS-249951-OLS-21
ITEM NO: 6120-211-0890, Chapter 21, Statutes of 2021
PURCHASING AUTHORITY NUMBER: CSL-6120
REPORTING STRUCTURE: 61202000
COA: 5432000
PROGRAM #: 5312

DATE: 11/9/2021

Claim of: San Joaquin Valley Library System
2420 Mariposa St. Fresno, CA 93721
Address: _____

For: San Joaquin Valley Library System
(Name of System or Agency)

Project Title: Public Library Staff Education Program

Amount Claimed: \$9,385 Grant Award Number: 40-9238

For Period From: upon execution to end of grant period

Type of Payment PROGRESS FINAL **IN FULL**
Payable Upon Execution of Agreement

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.

DocuSigned by:
Christopher Wymer
A6917CAA5DE9454...
by _____
(Signature of the authorized representative)
Administrative Librarian

(Title)

State of California, State Library Fiscal Office
DocuSigned by:
Yesenia Castellon
1081351365FD493...
by _____ date 11/9/2021
(State Library representative)

MAIL ONE ORIGINAL SIGNATURE TO:
**California State Library
Fiscal Office – LSTA
P.O. Box 942837
Sacramento, CA 94237-0001**

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)

Attachment 4

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

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PAYEE DATA RECORD

Attachment 4

(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 (Form1099).

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
Website: 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.