

File No. 230172

Committee Item No. 4

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee Date April 12, 2023

Board of Supervisors Meeting Date \_\_\_\_\_

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- \_\_\_\_\_
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Completed by: Brent Jalipa Date April 6, 2023

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Accept and Expend Grant - California State Library - Building Forward, Library Infrastructure  
2 Grant Award - Total Amount \$13,210,129]

3 **Resolution authorizing the San Francisco Public Library to accept and expend a grant**  
4 **in the amount of \$13,210,129 from the California State Library Building Forward, Library**  
5 **Infrastructure Program with \$5,280,042 for the Mission Branch Renovation Project and**  
6 **\$7,930,087 for the Chinatown Branch Renovation Project, for the period starting the**  
7 **date of execution of the Agreement by both parties through March 31, 2026.**

8  
9 WHEREAS, The California State Library Building Forward, Library Infrastructure Grant  
10 Program is the single largest investment in California’s public libraries in over 20 years to  
11 address life-safety and critical maintenance needs of public library facilities throughout  
12 California, prioritized for high poverty areas of the state; and

13 WHEREAS, This award is intended to fund the Mission Branch Renovation Project and  
14 the Chinatown Branch Renovation Project outputs and related activities including: facade  
15 restoration and repair, HVAC system replacement, elevator replacement, electrical system  
16 upgrades, structural and seismic systems upgrades, roof replacement, security infrastructure  
17 upgrades, fire protections updates, fire alarm system replacement, rooftop solar photovoltaic  
18 system and stationary battery storage installation, and IT infrastructure replacement; and

19 WHEREAS, The Public Library has the legal authority and is authorized to enter into  
20 funding agreements with the State of California; and

21 WHEREAS, The Public Library’s Chief Operating Officer, or designee is hereby  
22 authorized to sign grant documents on behalf of the Public Library; and

23 WHEREAS, The grant period is from the date of execution of the Agreement by both  
24 parties through March 31, 2026; and

25

1           WHEREAS, The Public Library will expend match funds during the grant period and at  
2 the same rate as state grant funds and only on allowable costs; and

3           WHEREAS, The interests earned on the grant funds will be contributed to the  
4 renovation projects; and

5           WHEREAS, The grant does not require an Annual Salary Ordinance Amendment; and

6           WHEREAS, The Department proposes to maximize use of available grant funds on  
7 program expenditures by not including indirect costs in the grant budget; now, therefore, be it

8           RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs in  
9 the grant budget; and, be it

10          FURTHER RESOLVED, That the Public Library is authorized to accept and expend the  
11 California State Library Building Forward, Library Infrastructure grant in the amount of  
12 \$13,210,129 to support the Mission Branch Renovation project and Chinatown Branch  
13 Renovation Project; and, be it

14          FURTHER RESOLVED, That within thirty (30) days of the agreement being fully  
15 executed by all parties, the San Francisco Public Library shall provide the final agreement to  
16 the Clerk of the Board for inclusion into the official file.

17  
18

19 Recommended:  
20  
21 \_\_\_\_\_ /s/ \_\_\_\_\_

Approved: \_\_\_\_\_ /s/ \_\_\_\_\_  
Mayor

22 Department Head

Approved: \_\_\_\_\_ /s/ \_\_\_\_\_  
Controller

23  
24  
25

|  |  |
|--|--|
| <p><b>Item 4</b><br/><b>File 23-0172</b></p>   | <p><b>Department:</b> San Francisco Public Library</p> |
| <p><b>EXECUTIVE SUMMARY</b></p>  |  |
| <p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would authorize the San Francisco Public Library to accept and expend a grant in the amount of \$13,210,129 from the California State Library Building Forward, Library Infrastructure Program. The grant requires that the Library match the State funds at an equal dollar-for-dollar basis during the grant period.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The funding would be used to finance a portion of two San Francisco Public Library Branch Renovation Projects, with \$5,280,042 going towards the Mission Branch Renovation Project and \$7,930,087 for the Chinatown Branch Renovation Project.</li> <li>• All grant project costs must be incurred over an approximately three-year period, from the date of the agreement execution, pending approval of the Board of Supervisors, to March 31, 2026.</li> <li>• In accordance with the guidelines of the State Building Forward Library Infrastructure Grant Program, funds will be used to enhance critical library systems, critical maintenance, construction management, infrastructure, and life safety. Both libraries, once renovated, will be able to provide air-conditioning and filtration for respite from heat and poor air quality, and both libraries will be fully electric to advance the City’s Climate Action Plan goals, operating on electricity provided by the City’s municipal hydroelectric power and solar energy from rooftop solar panels. Both projects will also provide larger program rooms and expanded teen space.</li> <li>• The Mission Branch Renovation Project construction phase is imminent, and the estimated completion date is April 2025. The Chinatown Branch Renovation Project is still in the design phase, and the estimated completion date is May 2026.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The City’s Library Preservation Fund would provide matching funds totaling \$13,210,129, plus additional funds for both projects. The Chinatown Branch Renovation Project is also funded by the General Fund and the Education Revenue Augmentation Fund (ERAF).</li> <li>• The proposed state grant would finance approximately 27 percent of the total Chinatown Library Renovation Project cost of \$29.4 million, and approximately 21.4 percent of the total Mission Library Branch Renovation Project cost of \$24.7 million.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul> |  |

**MANDATE STATEMENT**

City Administrative Code Section 10.170-1 states that accepting and expending Federal, State, or third-party grant funds in the amount of \$100,000 or more, including any City matching funds required by the grant, is subject to Board of Supervisors approval.

**BACKGROUND****California State Library Building Forward, Library Infrastructure Program**

The Building Forward Library Infrastructure Grant Program provides California's public libraries with funding for capital projects that address critical maintenance needs, improve energy efficiency and sustainability, and expand access digitally and physically.<sup>1</sup> In round one of the grant allocation, an independent advisory panel awarded over \$313 million in grants to 246 local libraries. The maximum grant amount per public library building is \$10 million. The funded projects include HVAC system upgrades and repairs, roof replacements, expansions, and renovations.

In 2022, the San Francisco Public Library (SFPL) applied for and was awarded \$13,210,129 in funds for the Mission Branch Library and Chinatown Branch Library Renovation Projects, which are both part of SFPL's ten-year Capital Plan (FY 2024-33).

**Mission Branch Library Renovation Project**

The Mission Branch Library is located at 300 Bartlett Street in San Francisco. It was built in 1914 and renovated in 1997 to provide seismic and accessibility upgrades which resulted in removal of historic architectural features. The Mission Branch Library Renovation Project provides a complete library renovation and restoration of historic features.

As of March 2023, the Project has been initiated, and according to Library staff, the construction phase is imminent. To date, approximately \$6.08 million of the total budget of \$24.7 million has been spent. The estimated completion date for the Mission Branch Renovation Project is April 2025.

*Competitive Construction Contract Solicitation*

On June 7, 2022, the Department of Public Works issued a competitive solicitation for the construction contract for the Mission Branch Library Renovation Project. On December 2, 2022, in accordance with the Best Value Delivery vendor selection method, in which the qualifications of the firm are taken into account in addition to the cost of services, SJ Amoroso Construction Co., LLC was awarded the construction contract. The San Francisco Department of Public Works is providing Project Management and Construction Management services.

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<sup>1</sup> The State Budget Act of 2021 (SB 129) allocated \$439 million in one-time funds to the California State Library to address critical maintenance needs of public library facilities throughout the state.  
<https://www.library.ca.gov/grants/infrastructure/>

**Chinatown Branch Library Renovation Project**

The Chinatown Branch Library is located at 1135 Powell Street in San Francisco. It was built in 1921. In 1996, it was renovated and expanded to twice its original size. The Chinatown Branch Library Renovation Project would restore historical features as well as provide building safety upgrades. The Chinatown Branch Project is still in the design phase. According to Library staff, as of March 2023, approximately \$1.93 million of the total budget of \$29.4 million has been spent. Staff anticipate that construction will start in May 2024, and the construction contractor is yet to be selected. The estimated completion date for the Chinatown Branch Renovation Project is May 2026.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would authorize the San Francisco Public Library to accept and expend a grant in the amount of \$13,210,129 from the California State Library Building Forward, Library Infrastructure Program. The grant requires that the Library match the State funds at an equal dollar-for-dollar basis during the grant period. All grant project costs must be incurred over an approximately three-year period, from the date of Agreement execution, pending approval of the Board of Supervisors, to March 31, 2026.

The funding would be used to finance a portion of two San Francisco Public Library Branch Renovation Projects, with \$5,280,042 going towards the Mission Branch Renovation Project and \$7,930,087 for the Chinatown Branch Renovation Project.

**Use of Funds**

In accordance with the guidelines of the State Building Forward Library Infrastructure Grant Program, funds will be used to enhance critical library systems, critical maintenance, construction management, infrastructure, and life safety. Both libraries, once renovated, will be able to provide air-conditioning and filtration for respite from heat and poor air quality, and both libraries will be fully electric to advance the City's Climate Action Plan goals, operating on electricity provided by the City's municipal hydroelectric power and solar energy from rooftop solar panels. Both projects will also provide larger program rooms and expanded teen space.

For both projects, indirect costs are not included in the grant budget to maximize use of grant funds on program expenditures. Exhibits 1 and 2 below show the grant budgets (including the required City matching funds) for the two projects, which do not reflect total project costs.

*Mission Branch*

The funds would be used for the following components of the Mission Branch Library renovation project: structural and seismic upgrades, building façade restoration and repair, ADA improvements, roof repair, elevator replacement, electrical system upgrades, HVAC system replacement, fire protections updates (including fire sprinklers and an updated alarm system) amongst other improvements, as shown in Exhibit 1 below.

*Chinatown Branch*

The grant funds and match would be used for the following components of the Chinatown Branch renovation project: structural and seismic upgrades, building façade restoration and repair, ADA improvements, HVAC system replacements, elevator replacement, roof replacement, and fire protections updates (including fire sprinklers and an updated alarm system), as shown in Exhibit 2 below.

**Exhibit 1. Mission Branch Library Renovation Project Grant Budget**

|   | State Grant        | City Match         | Total               |
|---|--------------------|--------------------|---------------------|
| <b>Project Administration<sup>a</sup></b>                         |                    |                    |                     |
| Public Works Project Management                                   | \$65,000           | \$65,000           | \$130,000           |
| Public Works Project Administration Fee                           | 50,000             | 50,000             | 100,000             |
| <b>Subtotal</b>   | <b>\$115,000</b>   | <b>\$115,000</b>   | <b>\$230,000</b>    |
| <b>Planning, Design, Other Pre-Construction<sup>b</sup></b>       |                    |                    |                     |
| <b>Subtotal</b>   | <b>-</b>           | <b>-</b>           | <b>-</b>            |
| <b>Construction/Implementation</b>                                |                    |                    |                     |
| <u>Construction Management</u>                                    |                    |                    |                     |
| Public Works Construction Management and Contract Administration  | 573,956            | 573,956            | 1,147,912           |
| Consultant contract administration                                | 8,100              | 8,100              | 16,200              |
| <u>Critical Maintenance</u>                                       |                    |                    |                     |
| Façade  | 114,760            | 114,760            | 229,520             |
| Roof Repair   | 47,565             | 47,565             | 95,130              |
| <u>Critical Systems</u>   |                    |                    |                     |
| New HVAC  | 620,659            | 620,659            | 1,241,318           |
| Rooftop solar   | 184,975            | 184,975            | 369,950             |
| Elevator replacement  | 132,125            | 132,125            | 264,250             |
| Electrical  | 654,529            | 654,529            | 1,309,058           |
| Structural and seismic  | 2,078,613          | 2,078,613          | 4,157,226           |
| <u>Infrastructure</u>   |                    |                    |                     |
| IT and Security Infrastructure                                    | 250,151            | 250,151            | 500,302             |
| <u>Life Safety</u>  |                    |                    |                     |
| Fire sprinklers   | 192,164            | 192,164            | 384,328             |
| Fire alarm system   | 89,207             | 89,207             | 178,414             |
| <b>Subtotal</b>   | <b>\$4,946,804</b> | <b>\$4,946,804</b> | <b>\$9,893,608</b>  |
| <i>Project Contingency (4% of Construction Costs)<sup>c</sup></i> | 218,238            | 218,238            | 436,476             |
| <b>Total</b>  | <b>\$5,280,042</b> | <b>\$5,280,042</b> | <b>\$10,560,084</b> |

Source: Library grant budget

Notes: a) Under the grant agreement, Project Administration cannot exceed 10 percent of total grant request. b) Planning, Design, and Other Pre-Construction costs are not funded by the grant or matching funds and are funded by other sources. c) A 4 percent change order contingency is included in the total construction cost.

**Exhibit 2. Chinatown Branch Library Renovation Project Grant Budget**

|  | State Grant        | City Match         | Total               |
|--|--------------------|--------------------|---------------------|
| <b>Project Administration</b>                                    |                    |                    |                     |
| Public Works Project Management                                  | \$319,328          | \$319,328          | \$638,656           |
| Public Works Contract Administration Fee                         | 47,267             | 47,267             | 94,534              |
| Public Works Contract Preparation Fee                            | 27,500             | 27,500             | 55,000              |
| <b>Subtotal</b>  | <b>\$394,095</b>   | <b>\$394,095</b>   | <b>\$788,190</b>    |
| <b>Planning, Design, Other Pre-Construction</b>                  |                    |                    |                     |
| Consultant Fees <sup>a</sup>                                     | 116,404            | 116,404            | 232,808             |
| Public Works Salaries & Benefits                                 | 866,321            | 866,321            | 1,732,642           |
| Environmental Review   | 45,618             | 45,618             | 91,236              |
| Permits  | 88,807             | 88,807             | 177,614             |
| <b>Subtotal</b>  | <b>\$1,117,150</b> | <b>\$1,117,150</b> | <b>\$2,234,300</b>  |
| <b>Construction/Implementation</b>                               |                    |                    |                     |
| Public Works Construction management and Contract Administration | 810,500            | 810,500            | 1,621,000           |
| <u>Critical Maintenance</u>                                      |                    |                    |                     |
| Brick Façade   | 377,500            | 377,500            | 755,000             |
| <u>Critical Systems</u>  |                    |                    |                     |
| HVAC system  | 1,181,090          | 1,181,090          | 2,362,180           |
| Rooftop solar system and battery storage                         | 162,325            | 162,325            | 324,650             |
| New elevator   | 294,450            | 294,450            | 588,900             |
| Electrical systems   | 1,189,349          | 1,189,349          | 2,378,698           |
| Structural and seismic systems                                   | 1,223,100          | 1,223,100          | 2,446,200           |
| New roofing  | 341,296            | 341,296            | 682,592             |
| <u>Infrastructure</u>  |                    |                    |                     |
| Replacement IT, enhanced WiFi                                    | 109,475            | 109,475            | 218,950             |
| New security Infrastructure                                      | 92,744             | 92,744             | 185,488             |
| <u>Life Safety</u>   |                    |                    |                     |
| Fire sprinklers  | 166,100            | 166,100            | 332,200             |
| Replacement fire alarm system                                    | 203,850            | 203,850            | 407,700             |
| <b>Subtotal</b>  | <b>\$6,151,779</b> | <b>\$6,151,779</b> | <b>\$12,303,558</b> |
| <i>Project Contingency (4% of Construction Costs)</i>            | 267,064            | 267,064            | 534,128             |
| <b>Total</b>   | <b>\$7,930,088</b> | <b>\$7,930,088</b> | <b>\$15,860,176</b> |

Source: Library grant budget

Note: a) The consultant fee is a placeholder for multiple potential consultants. Public Works as-needed consultants are selected through an RFQ process. Library consultants are selected from the as-needed pool based on expertise required for the project.

**Grant Disbursement Schedule**

Under the two draft grant agreements, State grant payments will be split into three instalments. The first payment will be 50 percent of the grant amount, contingent upon the submission of all



required documents and approval by the Board of Supervisors. The second payment amount will be 40 percent of the grant amount and will be available after January 31, 2024 following the submission of financial and narrative reports and expenditure detail.<sup>2</sup> The third and final payment of 10 percent of the grant amount will be available following the submission and approval of the final interim grant report and financial claim form.

### **Grant Reporting Requirements**

Under the two draft grant agreements, the San Francisco Public Library must submit to the State Library timely interim and final narrative and financial reports on the progress, activities and expenditures of the projects. The agreements establish 13 report due dates. Failure to submit the reports may result in delays in grant distributions. The State may also, with notice, visit the project sites to monitor the use of grant funds.

### **FISCAL IMPACT**

The Mission Branch and the Chinatown Branch Renovation Projects are funded by the proposed State Building Forward grants, with the City's Library Preservation Fund<sup>3</sup> providing matching funds and additional funds. The Chinatown Branch Renovation Project is also funded by the General Fund and the Education Revenue Augmentation Fund (ERAF), as shown in Exhibit 3 below.<sup>4</sup>

The proposed state grant (as shown in Exhibits 1 and 2 above) would fund approximately 27 percent of the total Chinatown Library Renovation Project cost of \$29.4 million, and approximately 21.4 percent of the total Mission Library Branch Renovation Project cost of \$24.7 million.

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<sup>2</sup> Under both draft grant agreements, if the City's January 31, 2024 financial report shows that the City has not spent any of the initial payment, the second payment will be withheld until the City demonstrates that the project is progressing and additional funding is needed.

<sup>3</sup> The Library Preservation Fund (LPF) consists of a general fund baseline amount which is 2.3 percent of aggregate City and County discretionary revenues, plus a property tax set aside of 2.5 cents for each \$100 in assessed valuation. On November 8, 2022 voters approved a renewal of the LPF through June 2048.

<sup>4</sup> According to the grant application, library staff anticipate that the Friends of the San Francisco Public Library, a non-profit, is anticipated to provide an estimated \$1.4 million for furniture, fixtures, and equipment for the Chinatown Branch Project, but this funding will be evaluated and if needed secured closer to the construction bid phase.

**Exhibit 3. Sources and Uses of Library Renovation Project Funding**

|                                       | Mission Branch Library | Chinatown Branch Library |
|---------------------------------------|------------------------|--------------------------|
| <b>Sources</b>                        |                        |                          |
| CA State Building Forward Grant       | \$5,280,042            | \$7,930,087              |
| City Match, Library Preservation Fund | 5,280,042              | 7,930,087                |
| Additional Library Preservation Fund  | 14,100,000             | 3,539,826                |
| City General Fund                     | 0                      | 8,000,000                |
| ERAF                                  | 0                      | 2,000,000                |
| <b>Total Sources</b>                  | <b>\$24,660,084</b>    | <b>\$29,400,000</b>      |
| <b>Uses</b>                           |                        |                          |
| Planning & Design                     | 6,082,779              | 3,844,591                |
| Construction                          | 15,426,091             | 20,148,222               |
| Permitting/Inspections                | 363,563                | 356,587                  |
| Art/Furnishing/Relocation             | 1,075,500              | 1,314,462                |
| <b>Subtotal</b>                       | <b>\$22,947,933</b>    | <b>\$25,663,862</b>      |
| Contingency Amount                    | 1,712,151              | 3,736,138                |
| <i>(% Contingency)</i>                | <i>7.5%</i>            | <i>14.6%</i>             |
| <b>Total Uses</b>                     | <b>\$24,660,084</b>    | <b>\$29,400,000</b>      |

Source: Library

**RECOMMENDATION**

Approve the proposed resolution.



# Accept & Expend CA Infrastructure Grant

Mike Fernandez  
Finance

April 12, 2023

San Francisco Board of Supervisors



# Building Forward Library Facilities Improvement Program

- The State of California Budget Act of 2021 (SB 129, Chapter 69, Statutes of 2021) allocated \$439 million for public library infrastructure
- Largest investment by the California State Library in over 20 years
- Supports capital projects for public library buildings that address critical maintenance needs, improve energy efficiency and sustainability, and expand access digitally and physically
- The maximum grant amount per library facility is \$10 million



# Building Forward, Library Infrastructure Grant Award

**Round 1 Grant Amount: \$13,210,129**

Mission Branch \$5,280,042

Chinatown Branch \$7,930,087

## Critical Life Safety Improvements

- Façade restoration and repair
- HVAC System Replacement
- Elevator Replacement
- Electrical System Upgrades
- Structural and Systems Upgrades
- Roof Replacement
- Security Infrastructure Upgrades
- Fire Protections Upgrades
- Fire Alarm System Replacement
- Rooftop Solar Photovoltaic System
- IT Infrastructure Replacement





Thank You



File Number: 230172  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend of in-kind gifts, services and cash grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: California State Library -Building Forward Grant Award

2. Department: Public Library

3. Contact Person: Christine Murdoch Telephone: 557-4246

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$13,210,129

6a. Matching Funds Required: \$ \$13,210,129

b. Source(s) of matching funds (if applicable): Library Preservation Fund

7a. Grant Source Agency: California State Library

b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary: The California State Library Building Forward, Library Infrastructure Grant Program is the single largest investment in California's public libraries in over 20 years to address life-safety and critical maintenance needs of public library facilities throughout California. The grand award is for direct support for SFPL's Mission Branch Renovation Project and Chinatown Branch Renovation Project.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: December 1, 2022

End-Date: March 31, 2026

10a. Amount budgeted for contractual services: \$9,706,027

b. Will contractual services be put out to bid? Yes

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes

d. Is this likely to be a one-time or ongoing request for contracting out? One-time

11a. Does the budget include indirect costs?  Yes  No

b1. If yes, how much? \$

b2. How was the amount calculated?

c1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on projects

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? There is not an indirect cost plan and we do not have an estimate of what these costs would be.

12. Any other significant grant requirements or comments:

**\*\*Disability Access Checklist\*\*\*(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Existing Site(s)      | <input type="checkbox"/> Existing Structure(s)      | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s)                 |
| <input type="checkbox"/> New Site(s)           | <input type="checkbox"/> New Structure(s)           |   |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Maricela Leon-Barrera  
(Name)

Access Services Manager & SFPL ADA Coordinator  
(Title)

Date Reviewed: 12/16/22

  
(Signature Required)

**Department Head or Designee Approval of Grant Information Form:**

Michael Lambert  
(Name)

City Librarian  
(Title)

Date Reviewed: 2/15/2023

ISI Michael Lambert  
(Signature Required)





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

DRY



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## **PROJECT SUMMARY**

### **Award Agreement between the California State Library and San Francisco Public Library for the SAN FRANCISCO PUBLIC LIBRARY - Chinatown Branch Library project.**

#### **AWARD AGREEMENT NUMBER BF-1-21-220**

This Award Agreement ("Agreement") is entered into on the date of execution of the agreement by and between the California State Library ("State Library") and San Francisco Public Library ("Grantee").

This Award Agreement pertains to Grantee's State-funded project at the SAN FRANCISCO PUBLIC LIBRARY - Chinatown Branch Library.

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

The Grantee was selected by the State Library to receive state grant funds in the amount of \$7,930,087 through the process adopted by the State Library in administering such grants.

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



## PROCEDURES and REQUIREMENTS

### A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until March 31, 2026. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on March 31, 2026, and all grant project costs must be incurred by this date.

### B. Scope of Work

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

### C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the activities specified in the Grantee's award packet documentation. The Grantee shall request the distribution of grant funding consistent with the approved project budget incorporated herein, and according to the payment schedule

specified in this Agreement. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

## D. Reports

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

| Reporting Period                   | Report  | Due Date         |
|------------------------------------|---|------------------|
| Project start date<br>– March 2023 | Financial Reports Due   | May 1, 2023      |
| April 2023 -June<br>2023           | Financial Reports, Expenditure Detail, and<br>Narrative Reports Due | July 31, 2023    |
| July 2023 –<br>September 2023      | Financial Reports Due   | October 31, 2023 |
| October 2023-<br>December 2023     | Financial Reports, Expenditure Detail, and<br>Narrative Reports Due | January 31, 2024 |
| January 2024-<br>March 2024        | Financial Reports Due   | April 30, 2024   |
| April 2024 -June<br>2024           | Financial Reports, Expenditure Detail, and<br>Narrative Reports Due | July 31, 2024    |
| July 2024–<br>September 2024       | Financial Reports Due   | October 31, 2024 |

|                                |   |                  |
|--------------------------------|---|------------------|
| October 2024-<br>December 2024 | Financial Reports, Expenditure Detail, and<br>Narrative Reports Due | January 31, 2025 |
| January 2025-<br>March 2025    | Financial Reports Due   | April 30, 2025   |
| April 2025 -June<br>2025       | Financial Reports, Expenditure Detail, and<br>Narrative Reports Due | July 31, 2025    |
| July 2025-<br>September 2025   | Financial Reports Due   | October 31, 2025 |
| October 2025-<br>December 2025 | Financial Reports, Expenditure Detail, and<br>Narrative Reports Due | January 30, 2026 |
| January 2026-<br>March 2026    | Final Financial, Narrative, and Expenditure<br>Reports Due          | April 30, 2026   |

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

## E. Claim Form and Payment

1. The State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outlined in this document have been met, and only for those activities and costs specified in the approved award packet documentation.
2. The Grantee shall complete, sign, and submit the Certification of Compliance form (Exhibit C) and the Financial Claim form (included in your award packet), to the State Library within 30 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to the Grantee organization, please contact the grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the 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 State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% will be withheld and retained by the State Library (if applicable) until all conditions agreed upon in this Agreement have been satisfied.
7. **Prompt Payment Clause**  
The State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
  - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
  - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



## EXHIBIT A: TERMS and CONDITIONS

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

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

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

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

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

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



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

This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.

- c. California State Library Logo: Use of the State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
  - d. Project Photography: Photographs and videos are a great way to document your project. If obtaining still or video photography featuring members of the public, Grantees should obtain a photo release form. Grantees may use their organization's image release form, or contact the State Library grant monitor for a sample image release form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
  4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
  5. Applicable Law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
  6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the State Library, the Grantee, and their respective successors and assigns.
  7. Audit and Records Access: The Grantee agrees that the State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any

records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

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

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

**San Francisco Public Library**  
**Maureen Singleton**  
**100 Larkin Street**  
**San Francisco, CA 94102**  
**maureen.singleton@sfpl.org**  
**(415) 557-4248**

**California State Library**  
**Libby Carlson**  
**900 N Street**  
**Sacramento, CA 95814]**  
**libby.carlson@library.ca.gov**  
**(916) 603-6705**

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the

Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns, and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The Grantee's policy of maintaining a drug-free workplace;
  - 3) Any available counseling, rehabilitation and employee assistance programs.
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that every employee who works on the project funded through this Agreement will:
  - 1) Receive a copy of the Grantee's drug-free workplace policy statement.
  - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

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

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

sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
12. Failure to Perform: The grant being utilized by the Grantee is to benefit the SAN FRANCISCO PUBLIC LIBRARY - Chinatown Branch Library Project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withheld.
13. Federal and State Taxes: The State Library shall not:
  - a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
  - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
  - c. Withhold Federal or State income taxes from Grantee's paymentsGrantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.
14. Force Majeure: Neither the State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withheld, and/or to repay to the State Library any funds improperly expended.
16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee

pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A and B) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
19. Grantee: The government or legal entity to which a grant is awarded and which is accountable to the State Library for the use of the funds provided.
  - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application, and award agreement and accompanying documentation submitted. The grantee will keep such records and afford such access as the State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant project. In the event an audit should determine that grant funds are owed to the State Library, the Grantee is responsible for repayment of the funds to the State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
24. License to Use: The State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
  - b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.
25. Limitation of Expenditure: Expenditure for all projects must conform to the Grantee's approved budget and with applicable State laws and regulations. The total amount paid by the State Library to the Grantee under this Agreement shall not exceed \$7,930,087 and shall be expended/encumbered in the designated award period.
- During the award period, the Grantee may find that the approved budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.
26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the 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 State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (Email)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
  - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
  - c. **Grants Management System**: When sent via / uploaded to the State Library Grants Management System, a notification will be sent to the last email address of the recipient known to the party giving notice. Notice is effective upon transmission.
  - d. **Personally**: When delivered personally to the Grantee'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 Grantee's address as stated in this Agreement.
29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Implementation Plan, and Budget,




of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's approved outputs from the submitted application (including Budget and Implementation plan submitted as part of the required award documents)
- g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Implementation Plan submitted as part of the required award documents. The State Library shall provide funding to the Grantee for only the work and tasks specified in the list of approved outputs at only those costs specified in the Budget submitted as part of the required award documents and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Implementation Plan in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Implementation Plan, approved project outputs, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this Agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
  - f. Payment will be made only to the Grantee.
  - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in the Procedures and Requirements.
31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the State Library.
36. Public Records Act: Material maintained or used by the State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

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

mentioned dates for payment, and the State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.

- d. The final 10% of the grant award (if applicable) is payable only upon approval of all reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the Grantee for the project in the following manner:
  - 1) \$3,965,044 upon the receipt and approval, by the State Library, of the submission of all required documents as stated in the award letter; execution of the agreement, certification, and claim form by the Grantee organization.
  - 2) The second payment in the amount of \$3,172,035 after the submission and approval of the January 31, 2024 report and receipt, by the State Library, of a completed claim form unless:
    - i. The grantee needs the funding prior to the January date in order for the project to progress. To obtain funding prior to January 31, 2024, the grantee must provide documentation to the grant monitor demonstrating effectively either (a) that the first award payment has been spent, or (b) why the second installment is needed in advance of the scheduled payment.
    - ii. The grantee's January 31, 2024, financial report demonstrates that they have not spent any of their initial payment. The second payment will be held until the Grantee demonstrates effectively that their project is moving forward and additional funding is needed.
  - 3) A final payment in the amount of \$793,008 will be made upon submission and approval of the final interim grant report and financial claim form.

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

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
44. Site Visits: The Grantee shall allow the 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, providing technical assistance when needed, and visiting the State funded project.
45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this Agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the Budget and the implementation plan included therein are part of the Agreement.
47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.
- Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
48. Waiver of Rights: The State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by State Library. No delay or omission on the part of State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by State

Library of a provision of this Agreement shall not prejudice or constitute a waiver of 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 the State Library and Grantee, shall constitute a waiver of any of State Library's rights or of any of Grantee's obligations as to any future transactions. Whenever the consent of State Library is required under this Agreement, the granting of such consent by 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 the State Library.

49. Work Products: Grantee shall provide the State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



## EXHIBIT B: ADDITIONAL TERMS AND CONDITIONS

1. California Building Codes: Activities funded under this Agreement, regardless of funding source, must be in compliance with all applicable California Building Codes (Cal Code Regs., Title 24).
2. California Environmental Quality Act: Activities funded under this Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.). Information on CEQA may be found in the [California State Clearinghouse Handbook](#).
3. Changes in a project: Any proposed change in the project requested by the Grantee, which would change the information provided during the application process, requires approval from the State Librarian prior to execution. The State Librarian shall have the sole authority to determine if a proposed change by the Grantee is approved or not approved. The State Librarian's decision is final and binding.
4. Compliance with Laws; Consents and Approvals: Grantee will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies having jurisdiction over either the Grantee, the Property, or the project, and with all applicable directions, rules and regulations of the Fire Marshal, health officer, building inspector and other officers of any such government or agency. All permits, consents, permissions and licenses required by any federal, state or local government or agency to which Recipient, the Property, or the Infrastructure Project is subject, which may be necessary in relation to this Agreement, development, construction or ownership of the Infrastructure Project, at or prior to the commencement of construction, have been, or will be, obtained, and none of such consents, permissions and licenses are subject to appeal or to conditions which have not been met.
5. Contractors and Subcontractor: For the performance of all construction work on the Project, Grantee agrees to use a licensed general contractor or contractors ("Contractor"), in good standing, in order to complete the work described in the grant application. The Grantee hereby certifies that the Contractor is in good standing with the California State Contractors' License Board. The Grantee shall only

contract with contractors who are licensed and shall ensure that the Contractor and any successor thereto shall only contract with subcontractors, that are also so licensed.

6. Contractor Insurance/Bond: Grantees shall be responsible for ensuring that any contractors/subcontractors hired for grant-funded work have all relevant bonds and insurance in place in compliance with prevailing wage and other applicable state and federal laws, the Department of Industrial Relations, and the Department of Consumer Affairs Contractors State License Board requirements.

Insurance:

a. Casualty Insurance

- i. The Contractor shall procure and maintain insurance on all of its operations with companies acceptable to the State as follows:
  - 1) The Contractor shall keep all insurance in full force and effect from the beginning of the work through contract acceptance.
  - 2) The Contractor shall maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.1.

b. Workers' Compensation and Employer's Liability Insurance

- i. In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.
- ii. In accordance with Labor Code Section 1861, the Contractor shall submit to the Grantee the following certification before performing the work:
  - 1) I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
- iii. Contract execution constitutes certification submittal.
- iv. The Contractor shall provide Employer's Liability Insurance in amounts not less than:
  - 1) \$1,000,000 for each accident for bodily injury by accident
  - 2) \$1,000,000 policy limit for bodily injury by disease
  - 3) \$1,000,000 for each employee for bodily injury by disease
- v. If there is an exposure of injury to the Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.



c. General Liability Insurance

- i. The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:
  - A. Premises, operations, and mobile equipment
  - B. Products and completed operations
  - C. Broad form property damage (including completed operations)
  - D. Explosion, collapse, and underground hazards
  - E. Personal injury
  - F. Contractual liability
- ii. The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in Section (d)(i), "Liability Limits/Additional Insureds," of these specifications. The maximum required Liability Insurance limits in Section (d)(i), "Liability Limits/Additional Insureds," of these specifications shall apply to certified Small Business subcontractors for work performed on the project, regardless of tier. The provisions of Section (d)(i), "Liability Limits/Additional Insureds," shall be included in all subcontracts for all tiers.

Public works construction projects, as defined in [Labor Code Section 1720 et seq.](#), must meet prevailing wage requirements. California law requires that workers are not paid less than the general prevailing rate of per diem wages on public works projects.


d. LIABILITY LIMITS/ADDITIONAL INSUREDS

- i. The limits of liability shall be at least the amounts shown in the following table:

| Construction Contract Amount <sup>4</sup> | For Each Occurrence <sup>1</sup> | Aggregate for Products/ Completed Operation | General Aggregate <sup>2</sup> | Umbrella or Excess Liability <sup>3</sup> |
|---|----------------------------------|---|--------------------------------|---|
| ≤\$1,000,000                              | \$1,000,000                      | \$2,000,000                                 | \$2,000,000                    | \$5,000,000                               |
| >\$1,000,000<br>≤\$15,000,000             | \$1,000,000                      | \$2,000,000                                 | \$2,000,000                    | \$10,000,000                              |
| >\$15,000,000<br>≤\$25,000,000            | \$2,000,000                      | \$2,000,000                                 | \$4,000,000                    | \$15,000,000                              |
| >\$25,000,000                             | \$2,000,000                      | \$2,000,000                                 | \$4,000,000                    | \$25,000,000                              |

1. Combined single limit for bodily injury and property damage.
2. This limit shall apply separately to the Contractor's work under this contract.
3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

"Construction Contract Amount" is the total amount of the construction contract all or a portion of which is funded with Building Forward Grant funds.

7. Delay: Grantee shall promptly notify the State Library in writing of any event causing delay or interruption of the project beyond the scheduled implementation plan timeline. The notice shall specify the work delayed and the cause and period of each delay.
8. Documentation: Grantees shall provide to the State Library photographic  documentation of the project site prior to the start of the project, during the project, and upon completion of the project.
9. Grantee's Responsibility: Grantee and its representatives shall:
  - a. Faithfully and expeditiously perform or cause to be performed all project work as described in the application, timeline/activities, and budget submitted by the Grantee.
  - b. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in relation to the grant funds.
  - c. Comply with all applicable California laws and regulations.
  - d. Implement the project in accordance with applicable provisions of the law.
  - e. Fulfill their obligations under the Agreement and be responsible for the performance and completion of the project.
  - f. Follow all applicable local, state and/or federal laws pertaining to the expenditure of funds.

- g. Retain any bid, contracts, and any other pertinent documentation. Likewise, all local, state, and federal permits required for construction projects must be acquired by the grantee and retained for a period of five (5) years after the end of the grant period.
10. Inspection of the Project: The State Library shall have the right to inspect the project during the grant term. Grantee shall deliver to the State Library any inspection reports prepared, to the extent available to the Grantee. Inspection of the project shall be for the sole purpose of protecting the State of California's interest and is not to be construed as a representation by the State Library that there has been compliance with plans or that the project will be free of faulty materials or workmanship. The Grantee can make or cause to be made such other independent inspections as the Grantee may desire for its own protection.
11. Interest: Any interest earned on grant funds held by the Grantee shall be contributed to the SAN FRANCISCO PUBLIC LIBRARY - Chinatown Branch Library Project. Interest funds cannot be used as local matching funds.
12. Maintenance and Operation: The Grantee is responsible for ensuring that grant projects funded by the State of California are maintained and operated in the same condition as when the project was completed; normal wear and tear is accepted. Maintenance and operations standards should be adopted upon completion of the project.
13. Matching Funds: Per the Budget Act of 2021 (Chapter 69, Statutes of 2021, Item 6120-161-0001 1d) Grantees shall be required to match state funds on a dollar-for-dollar basis. The State Library may reduce the amount of required matching funds if the requesting local library jurisdiction can demonstrate that it is eligible and financially unable to provide the required matching funds. Upon receipt and assessment of a reduction request, the State Library may lower the match requirement, as follows:
- For each library with local operating include per capita (LIPC) of more than \$40, no reduction in local match is allowed
  - For each library with an LIPC between \$40 and \$15.01, the local match may be reduced by half.
  - For each library with an LIPC of \$15 or less, the local match may be eliminated.
14. Permits, Licenses, Approvals, and Legal Obligations: Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations,

and ordinances. Grantee shall be prepared to provide copies of permits and approvals to the State Library should the State Library request copies.

15. Relationship of Parties: If applicable, Grantee is solely responsible for design, construction, and operation and maintenance of projects within the project application and implementation plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
16. Use of Funds: Grantee agrees that the grant funds shall be expended only in accordance with the applicable statutes and Grant Guidelines governing the Program, and only for the purposes and activities set forth in this Agreement and the Grantee's approved outputs, budget, and implementation plan completed as part of the award packet documentation. The grant funds shall be used exclusively for the payment of, or reimbursement for, approved costs as shown in the project budget completed as part of the award packet documentation or the amended budget as approved in writing by the State Library. Such payment of costs to be made only after the costs have been incurred by the Grantee. "Approved Costs" shall mean all hard and soft eligible costs under the project (and modifications thereto), which were approved, or will be approved by the State Library, which are needed for the completion of the project, in accordance with application.
17. Use of site: The facility, or the part thereof, acquired, constructed, or remodeled, upgraded, or rehabilitated with funds received as part of the Building Forward grant program will be dedicated to public library service and used as a public library according to the Education Code, sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide at least the following: an organized collection of printed or other library materials, or a combination thereof; paid staff; and regularly scheduled hours for being open to the public for a period of not less than 10 years following completion of the grant period.
18. Withdrawal of a Project: If it is determined by the grant recipient that a project cannot be completed within the scope of the approved application, the project may be withdrawn by the Grantee prior to the completion of fifty percent of the project. Upon withdrawal of a project, all unspent funding must be returned to the State Library along with a completed detailed expenditure form showing how any unreturned funds were spent.



## EXHIBIT C: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to implement this grant-funded project.

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

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

I certify that I have reviewed and understand the list of unallowable costs and that my project does not contain any of the unallowable costs listed.

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

2. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$7,930,087. This award will fund library facility improvements as set forth in the list of approved outcomes, Implementation Plan and Budget as approved and/or as amended by the California State Librarian.
3. The authorized representative, on behalf of the Grantee, hereby certifies that San Francisco Public Library will provide a cash match in the amount of \$7,930,087. The matching funds (if applicable) will be expended during the grant period at the same rate as the state-provided grant funds.

4. The authorized representative, on behalf of the Grantee, hereby certifies that the project property, or a part thereof, will be dedicated to public library services and used as a public library according to the Education Code, sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide at least the following: an organized collection of printed or other library materials, or a combination thereof; paid staff; and regularly scheduled hours for being open to the public for a period of not less than 10 years following completion of the grant period.
5. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 11102).
6. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

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

8. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
9. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
10. **RESOLUTION:** A county, city, district, or other local public body must provide the State Library 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.
11. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

**12. 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.

**13. ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all project staff, will ensure all project materials will meet California accessibility standards.

**14. NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all project staff, agree to comply with all California non-discrimination laws.

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



### Certification

|                                   |  |
|-----------------------------------|--|
| ORGANIZATION                      |  |
| <b>Name:</b>                      | <b>Address</b> <i>(official and complete):</i> |
| PROJECT COORDINATOR               |  |
| <b>Name:</b>                      |  |
| <b>Email:</b>                     | <b>Phone:</b>                                  |
| GRANTEE AUTHORIZED REPRESENTATIVE |  |
| <b>Name:</b>                      | <b>Title:</b>                                  |
| <b>Email:</b>                     | <b>Phone:</b>                                  |
| <b>Signature:</b>                 | <b>Date:</b>                                   |

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## Authorized Representative Signature

|  |  |
|--|--|
| ORGANIZATION                                 |  |
| <b>Name:</b>                                 | <b>Address</b> ( <i>official and complete</i> ):   |
| AUTHORIZED REPRESENTATIVE                    |  |
| <b>Signature:</b>                            | <b>Date:</b> Click or tap here to enter text.      |
| <b>Printed Name of Person Signing:</b>       | <b>Title:</b>                                      |
| STATE OF CALIFORNIA                          |  |
| <b>Agency Name:</b> California State Library | <b>Address:</b> 900 N Street, Sacramento, CA 95814 |
| <b>Signature:</b>                            | <b>Date:</b>                                       |
| <b>Printed Name of Person Signing:</b>       | <b>Title:</b> California State Librarian           |

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## EXHIBIT D: STATE REIMBURSABLE TRAVEL EXPENSES

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

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

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

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

|  |   |
|--|---|
| <b>Hotel:</b><br>Receipts are required and MUST have a zero balance. | \$ 90.00 plus tax for all counties/cities not listed below<br>\$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties<br>\$ 110.00 plus tax for Marin County<br>\$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica<br>\$ 125.00 plus tax for Monterey and San Diego Counties<br>\$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties<br>\$ 150.00 plus tax for the City of Santa Monica<br>\$ 250.00 plus tax for San Francisco County<br><b>Out of State:</b> Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes. |
|--|---|

**Hotel Note:** If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

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

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November 1, 2022

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

Dear Grantee,

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

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

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

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

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

Annly Roman  
Grants and Bureau Operations Manager  
California State Library  
900 N Street  
Sacramento, CA 95814

**Building Forward  
Round 1  
Grant Monitor Checklist**

- Final Project Budget
- Final Project Implementation Plan
- Resolution from the grantee organization's governing body approving acceptance of grant funds and designating an Authorized Representative allowed to enter into agreements on behalf of the organization
- Grant Agreement and Certification of Compliance

If required based on specific project

- A letter from the grantee organization's Chief Financial Officer, Finance Director, or equivalent confirming availability of matching funds (Required for all grantees contributing local match funds.)
- A current facility lease with a term extending at least ten years after the end of the grant period. (Required for all projects involving leased buildings.)

All relevant documents received and approved by Libby Carlson.

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Grant Monitor Signature



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

DRY



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## PROJECT SUMMARY

### **Award Agreement between the California State Library and San Francisco Public Library for the SAN FRANCISCO PUBLIC LIBRARY - Mission Branch Library project.**

#### **AWARD AGREEMENT NUMBER BF-1-21-221**

This Award Agreement ("Agreement") is entered into on the date of execution of the agreement by and between the California State Library ("State Library") and San Francisco Public Library ("Grantee").

This Award Agreement pertains to Grantee's State-funded project at the SAN FRANCISCO PUBLIC LIBRARY - Mission Branch Library.

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

The Grantee was selected by the State Library to receive state grant funds in the amount of \$5,280,042 through the process adopted by the State Library in administering such grants.

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



## **PROCEDURES and REQUIREMENTS**

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

The Grant term begins on the date of execution of the Agreement by both parties, until March 31, 2026. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on March 31, 2026, and all grant project costs must be incurred by this date.

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

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

### **C. Budget Detail**

The State Library shall provide the Grantee funding for the expenses incurred in performing the activities specified in the Grantee's award packet documentation. The Grantee shall request the distribution of grant funding consistent with the approved project budget incorporated herein, and according to the payment schedule

specified in this Agreement. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

## D. Reports

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

| Reporting Period                   | Report  | Due Date         |
|------------------------------------|---|------------------|
| Project start date<br>– March 2023 | Financial Reports Due   | May 1, 2023      |
| April 2023 -June<br>2023           | Financial Reports, Expenditure Detail, and<br>Narrative Reports Due | July 31, 2023    |
| July 2023 –<br>September 2023      | Financial Reports Due   | October 31, 2023 |
| October 2023-<br>December 2023     | Financial Reports, Expenditure Detail, and<br>Narrative Reports Due | January 31, 2024 |
| January 2024-<br>March 2024        | Financial Reports Due   | April 30, 2024   |
| April 2024 -June<br>2024           | Financial Reports, Expenditure Detail, and<br>Narrative Reports Due | July 31, 2024    |
| July 2024–<br>September 2024       | Financial Reports Due   | October 31, 2024 |

|                                |   |                  |
|--------------------------------|---|------------------|
| October 2024-<br>December 2024 | Financial Reports, Expenditure Detail, and<br>Narrative Reports Due | January 31, 2025 |
| January 2025-<br>March 2025    | Financial Reports Due   | April 30, 2025   |
| April 2025 -June<br>2025       | Financial Reports, Expenditure Detail, and<br>Narrative Reports Due | July 31, 2025    |
| July 2025-<br>September 2025   | Financial Reports Due   | October 31, 2025 |
| October 2025-<br>December 2025 | Financial Reports, Expenditure Detail, and<br>Narrative Reports Due | January 30, 2026 |
| January 2026-<br>March 2026    | Final Financial, Narrative, and Expenditure<br>Reports Due          | April 30, 2026   |

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

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

1. The State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outlined in this document have been met, and only for those activities and costs specified in the approved award packet documentation.
2. The Grantee shall complete, sign, and submit the Certification of Compliance form (Exhibit C) and the Financial Claim form (included in your award packet), to the State Library within 30 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to the Grantee organization, please contact the grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the 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 State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% will be withheld and retained by the State Library (if applicable) until all conditions agreed upon in this Agreement have been satisfied.
7. **Prompt Payment Clause**  
The State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
  - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
  - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



## EXHIBIT A: TERMS and CONDITIONS

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

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

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

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

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

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

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

This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.

- c. California State Library Logo: Use of the State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
  - d. Project Photography: Photographs and videos are a great way to document your project. If obtaining still or video photography featuring members of the public, Grantees should obtain a photo release form. Grantees may use their organization's image release form, or contact the State Library grant monitor for a sample image release form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
  4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
  5. Applicable Law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
  6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the State Library, the Grantee, and their respective successors and assigns.
  7. Audit and Records Access: The Grantee agrees that the State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any

records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

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

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

**San Francisco Public Library**  
**Maureen Singleton**  
**100 Larkin Street**  
**San Francisco, CA 94102**  
**maureen.singleton@sfpl.org**  
**(415) 557-4248**

**California State Library**  
**Libby Carlson**  
**900 N Street**  
**Sacramento, CA 95814]**  
**libby.carlson@library.ca.gov**  
**(916) 603-6705**

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the



Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns, and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The Grantee's policy of maintaining a drug-free workplace;
  - 3) Any available counseling, rehabilitation and employee assistance programs.
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that every employee who works on the project funded through this Agreement will:
  - 1) Receive a copy of the Grantee's drug-free workplace policy statement.
  - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

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

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

sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
12. Failure to Perform: The grant being utilized by the Grantee is to benefit the SAN FRANCISCO PUBLIC LIBRARY - Mission Branch Library Project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withheld.
13. Federal and State Taxes: The State Library shall not:
  - a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
  - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
  - c. Withhold Federal or State income taxes from Grantee's paymentsGrantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.
14. Force Majeure: Neither the State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the State Library any funds improperly expended.
16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee

pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A and B) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
19. Grantee: The government or legal entity to which a grant is awarded and which is accountable to the State Library for the use of the funds provided.
  - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application, and award agreement and accompanying documentation submitted. The grantee will keep such records and afford such access as the State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant project. In the event an audit should determine that grant funds are owed to the State Library, the Grantee is responsible for repayment of the funds to the State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
24. License to Use: The State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
  - b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.
25. Limitation of Expenditure: Expenditure for all projects must conform to the Grantee's approved budget and with applicable State laws and regulations. The total amount paid by the State Library to the Grantee under this Agreement shall not exceed \$5,280,042 and shall be expended/encumbered in the designated award period.
- During the award period, the Grantee may find that the approved budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.
26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the 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 State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (Email)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
  - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
  - c. **Grants Management System**: When sent via / uploaded to the State Library Grants Management System, a notification will be sent to the last email address of the recipient known to the party giving notice. Notice is effective upon transmission.
  - d. **Personally**: When delivered personally to the Grantee'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 Grantee's address as stated in this Agreement.
29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Implementation Plan, and Budget,

of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's approved outputs from the submitted application (including Budget and Implementation plan submitted as part of the required award documents)
- g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Implementation Plan submitted as part of the required award documents. The State Library shall provide funding to the Grantee for only the work and tasks specified in the list of approved outputs at only those costs specified in the Budget submitted as part of the required award documents and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Implementation Plan in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Implementation Plan, approved project outputs, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this Agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
  - f. Payment will be made only to the Grantee.
  - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in the Procedures and Requirements.
31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the State Library.
36. Public Records Act: Material maintained or used by the State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.



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

mentioned dates for payment, and the State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.

- d. The final 10% of the grant award (if applicable) is payable only upon approval of all reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the Grantee for the project in the following manner:
  - 1) \$2,640,021 upon the receipt and approval, by the State Library, of the submission of all required documents as stated in the award letter; execution of the agreement, certification, and claim form by the Grantee organization.
  - 2) The second payment in the amount of \$2,112,017 after the submission and approval of the January 31, 2024 report and receipt, by the State Library, of a completed claim form unless:
    - i. The grantee needs the funding prior to the January date in order for the project to progress. To obtain funding prior to January 31, 2024, the grantee must provide documentation to the grant monitor demonstrating effectively either (a) that the first award payment has been spent, or (b) why the second installment is needed in advance of the scheduled payment.
    - ii. The grantee's January 31, 2024, financial report demonstrates that they have not spent any of their initial payment. The second payment will be held until the Grantee demonstrates effectively that their project is moving forward and additional funding is needed.
  - 3) A final payment in the amount of \$528,004 will be made upon submission and approval of the final interim grant report and financial claim form.

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

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
44. Site Visits: The Grantee shall allow the 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, providing technical assistance when needed, and visiting the State funded project.
45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this Agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the Budget and the implementation plan included therein are part of the Agreement.
47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

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

48. Waiver of Rights: The State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by State Library. No delay or omission on the part of State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by State

Library of a provision of this Agreement shall not prejudice or constitute a waiver of 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 the State Library and Grantee, shall constitute a waiver of any of State Library's rights or of any of Grantee's obligations as to any future transactions. Whenever the consent of State Library is required under this Agreement, the granting of such consent by 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 the State Library.

49. Work Products: Grantee shall provide the State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



## EXHIBIT B: ADDITIONAL TERMS AND CONDITIONS

1. California Building Codes: Activities funded under this Agreement, regardless of funding source, must be in compliance with all applicable California Building Codes (Cal Code Regs., Title 24).
2. California Environmental Quality Act: Activities funded under this Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.). Information on CEQA may be found in the [California State Clearinghouse Handbook](#).
3. Changes in a project: Any proposed change in the project requested by the Grantee, which would change the information provided during the application process, requires approval from the State Librarian prior to execution. The State Librarian shall have the sole authority to determine if a proposed change by the Grantee is approved or not approved. The State Librarian's decision is final and binding.
4. Compliance with Laws; Consents and Approvals: Grantee will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies having jurisdiction over either the Grantee, the Property, or the project, and with all applicable directions, rules and regulations of the Fire Marshal, health officer, building inspector and other officers of any such government or agency. All permits, consents, permissions and licenses required by any federal, state or local government or agency to which Recipient, the Property, or the Infrastructure Project is subject, which may be necessary in relation to this Agreement, development, construction or ownership of the Infrastructure Project, at or prior to the commencement of construction, have been, or will be, obtained, and none of such consents, permissions and licenses are subject to appeal or to conditions which have not been met.
5. Contractors and Subcontractor: For the performance of all construction work on the Project, Grantee agrees to use a licensed general contractor or contractors ("Contractor"), in good standing, in order to complete the work described in the grant application. The Grantee hereby certifies that the Contractor is in good standing with the California State Contractors' License Board. The Grantee shall only

contract with contractors who are licensed and shall ensure that the Contractor and any successor thereto shall only contract with subcontractors, that are also so licensed.

6. Contractor Insurance/Bond: Grantees shall be responsible for ensuring that any contractors/subcontractors hired for grant-funded work have all relevant bonds and insurance in place in compliance with prevailing wage and other applicable state and federal laws, the Department of Industrial Relations, and the Department of Consumer Affairs Contractors State License Board requirements.

Insurance:

a. Casualty Insurance

- i. The Contractor shall procure and maintain insurance on all of its operations with companies acceptable to the State as follows:
  - 1) The Contractor shall keep all insurance in full force and effect from the beginning of the work through contract acceptance.
  - 2) The Contractor shall maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.1.

b. Workers' Compensation and Employer's Liability Insurance

- i. In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.
- ii. In accordance with Labor Code Section 1861, the Contractor shall submit to the Grantee the following certification before performing the work:
  - 1) I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
- iii. Contract execution constitutes certification submittal.
- iv. The Contractor shall provide Employer's Liability Insurance in amounts not less than:
  - 1) \$1,000,000 for each accident for bodily injury by accident
  - 2) \$1,000,000 policy limit for bodily injury by disease
  - 3) \$1,000,000 for each employee for bodily injury by disease
- v. If there is an exposure of injury to the Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

c. General Liability Insurance

- i. The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:
  - A. Premises, operations, and mobile equipment
  - B. Products and completed operations
  - C. Broad form property damage (including completed operations)
  - D. Explosion, collapse, and underground hazards
  - E. Personal injury
  - F. Contractual liability
- ii. The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in Section (d)(i), "Liability Limits/Additional Insureds," of these specifications. The maximum required Liability Insurance limits in Section (d)(i), "Liability Limits/Additional Insureds," of these specifications shall apply to certified Small Business subcontractors for work performed on the project, regardless of tier. The provisions of Section (d)(i), "Liability Limits/Additional Insureds," shall be included in all subcontracts for all tiers.

Public works construction projects, as defined in [Labor Code Section 1720 et seq.](#), must meet prevailing wage requirements. California law requires that workers are not paid less than the general prevailing rate of per diem wages on public works projects.

d. LIABILITY LIMITS/ADDITIONAL INSUREDS

- i. The limits of liability shall be at least the amounts shown in the following table:

| Construction Contract Amount <sup>4</sup> | For Each Occurrence <sup>1</sup> | Aggregate for Products/ Completed Operation | General Aggregate <sup>2</sup> | Umbrella or Excess Liability <sup>3</sup> |
|---|----------------------------------|---|--------------------------------|---|
| ≤\$1,000,000                              | \$1,000,000                      | \$2,000,000                                 | \$2,000,000                    | \$5,000,000                               |
| >\$1,000,000<br>≤\$15,000,000             | \$1,000,000                      | \$2,000,000                                 | \$2,000,000                    | \$10,000,000                              |
| >\$15,000,000<br>≤\$25,000,000            | \$2,000,000                      | \$2,000,000                                 | \$4,000,000                    | \$15,000,000                              |
| >\$25,000,000                             | \$2,000,000                      | \$2,000,000                                 | \$4,000,000                    | \$25,000,000                              |

1. Combined single limit for bodily injury and property damage.
2. This limit shall apply separately to the Contractor's work under this contract.
3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

"Construction Contract Amount" is the total amount of the construction contract all or a portion of which is funded with Building Forward Grant funds.

7. Delay: Grantee shall promptly notify the State Library in writing of any event causing delay or interruption of the project beyond the scheduled implementation plan timeline. The notice shall specify the work delayed and the cause and period of each delay.
8. Documentation: Grantees shall provide to the State Library photographic documentation of the project site prior to the start of the project, during the project, and upon completion of the project.
9. Grantee's Responsibility: Grantee and its representatives shall:
  - a. Faithfully and expeditiously perform or cause to be performed all project work as described in the application, timeline/activities, and budget submitted by the Grantee.
  - b. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in relation to the grant funds.
  - c. Comply with all applicable California laws and regulations.
  - d. Implement the project in accordance with applicable provisions of the law.
  - e. Fulfill their obligations under the Agreement and be responsible for the performance and completion of the project.
  - f. Follow all applicable local, state and/or federal laws pertaining to the expenditure of funds.



- g. Retain any bid, contracts, and any other pertinent documentation. Likewise, all local, state, and federal permits required for construction projects must be acquired by the grantee and retained for a period of five (5) years after the end of the grant period.
10. Inspection of the Project: The State Library shall have the right to inspect the project during the grant term. Grantee shall deliver to the State Library any inspection reports prepared, to the extent available to the Grantee. Inspection of the project shall be for the sole purpose of protecting the State of California's interest and is not to be construed as a representation by the State Library that there has been compliance with plans or that the project will be free of faulty materials or workmanship. The Grantee can make or cause to be made such other independent inspections as the Grantee may desire for its own protection.
11. Interest: Any interest earned on grant funds held by the Grantee shall be contributed to the SAN FRANCISCO PUBLIC LIBRARY - Mission Branch Library Project. Interest funds cannot be used as local matching funds.
12. Maintenance and Operation: The Grantee is responsible for ensuring that grant projects funded by the State of California are maintained and operated in the same condition as when the project was completed; normal wear and tear is accepted. Maintenance and operations standards should be adopted upon completion of the project.
13. Matching Funds: Per the Budget Act of 2021 (Chapter 69, Statutes of 2021, Item 6120-161-0001 1d) Grantees shall be required to match state funds on a dollar-for-dollar basis. The State Library may reduce the amount of required matching funds if the requesting local library jurisdiction can demonstrate that it is eligible and financially unable to provide the required matching funds. Upon receipt and assessment of a reduction request, the State Library may lower the match requirement, as follows:
  - a. For each library with local operating include per capita (LIPC) of more than \$40, no reduction in local match is allowed
  - b. For reach library with an LIPC between \$40 and \$15.01, the local match may be reduced by half.
  - c. For each library with an LIPC of \$15 of less, the local match may be eliminated.
14. Permits, Licenses, Approvals, and Legal Obligations: Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations,

and ordinances. Grantee shall be prepared to provide copies of permits and approvals to the State Library should the State Library request copies.

15. Relationship of Parties: If applicable, Grantee is solely responsible for design, construction, and operation and maintenance of projects within the project application and implementation plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
16. Use of Funds: Grantee agrees that the grant funds shall be expended only in accordance with the applicable statutes and Grant Guidelines governing the Program, and only for the purposes and activities set forth in this Agreement and the Grantee's approved outputs, budget, and implementation plan completed as part of the award packet documentation. The grant funds shall be used exclusively for the payment of, or reimbursement for, approved costs as shown in the project budget completed as part of the award packet documentation or the amended budget as approved in writing by the State Library. Such payment of costs to be made only after the costs have been incurred by the Grantee. "Approved Costs" shall mean all hard and soft eligible costs under the project (and modifications thereto), which were approved, or will be approved by the State Library, which are needed for the completion of the project, in accordance with application.
17. Use of site: The facility, or the part thereof, acquired, constructed, or remodeled, upgraded, or rehabilitated with funds received as part of the Building Forward grant program will be dedicated to public library service and used as a public library according to the Education Code, sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide at least the following: an organized collection of printed or other library materials, or a combination thereof; paid staff; and regularly scheduled hours for being open to the public for a period of not less than 10 years following completion of the grant period.
18. Withdrawal of a Project: If it is determined by the grant recipient that a project cannot be completed within the scope of the approved application, the project may be withdrawn by the Grantee prior to the completion of fifty percent of the project. Upon withdrawal of a project, all unspent funding must be returned to the State Library along with a completed detailed expenditure form showing how any unreturned funds were spent.



## EXHIBIT C: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to implement this grant-funded project.

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

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

I certify that I have reviewed and understand the list of unallowable costs and that my project does not contain any of the unallowable costs listed.

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

2. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$5,280,042. This award will fund library facility improvements as set forth in the list of approved outcomes, Implementation Plan and Budget as approved and/or as amended by the California State Librarian.
3. The authorized representative, on behalf of the Grantee, hereby certifies that San Francisco Public Library will provide a cash match in the amount of \$5,280,042. The matching funds (if applicable) will be expended during the grant period at the same rate as the state-provided grant funds.

4. The authorized representative, on behalf of the Grantee, hereby certifies that the project property, or a part thereof, will be dedicated to public library services and used as a public library according to the Education Code, sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide at least the following: an organized collection of printed or other library materials, or a combination thereof; paid staff; and regularly scheduled hours for being open to the public for a period of not less than 10 years following completion of the grant period.
5. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 11102).
6. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

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

8. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
9. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
10. **RESOLUTION:** A county, city, district, or other local public body must provide the State Library 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.
11. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

**12. 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.

**13. ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all project staff, will ensure all project materials will meet California accessibility standards.

**14. NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all project staff, agree to comply with all California non-discrimination laws.

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

### Certification

|                                   |  |
|-----------------------------------|--|
| ORGANIZATION                      |  |
| <b>Name:</b>                      | <b>Address</b> <i>(official and complete):</i> |
| PROJECT COORDINATOR               |  |
| <b>Name:</b>                      |  |
| <b>Email:</b>                     | <b>Phone:</b>                                  |
| GRANTEE AUTHORIZED REPRESENTATIVE |  |
| <b>Name:</b>                      | <b>Title:</b>                                  |
| <b>Email:</b>                     | <b>Phone:</b>                                  |
| <b>Signature:</b>                 | <b>Date:</b>                                   |

DRAFT

## Authorized Representative Signature

|  |  |
|--|--|
| ORGANIZATION                                 |  |
| <b>Name:</b>                                 | <b>Address</b> <i>(official and complete):</i>     |
| AUTHORIZED REPRESENTATIVE                    |  |
| <b>Signature:</b>                            | <b>Date:</b> Click or tap here to enter text.      |
| <b>Printed Name of Person Signing:</b>       | <b>Title:</b>                                      |
| STATE OF CALIFORNIA                          |  |
| <b>Agency Name:</b> California State Library | <b>Address:</b> 900 N Street, Sacramento, CA 95814 |
| <b>Signature:</b>                            | <b>Date:</b>                                       |
| <b>Printed Name of Person Signing:</b>       | <b>Title:</b> California State Librarian           |

DRAFT





## EXHIBIT D: STATE REIMBURSABLE TRAVEL EXPENSES

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

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

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

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

|  |   |
|--|---|
| <b>Hotel:</b><br>Receipts are required and MUST have a zero balance. | \$ 90.00 plus tax for all counties/cities not listed below<br>\$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties<br>\$ 110.00 plus tax for Marin County<br>\$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica<br>\$ 125.00 plus tax for Monterey and San Diego Counties<br>\$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties<br>\$ 150.00 plus tax for the City of Santa Monica<br>\$ 250.00 plus tax for San Francisco County<br><b>Out of State:</b> Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes. |
|--|---|

**Hotel Note:** If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

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

DRAFT



November 1, 2022

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

Dear Grantee,

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

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

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

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

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

Annly Roman  
Grants and Bureau Operations Manager  
California State Library  
900 N Street  
Sacramento, CA 95814

**Building Forward  
Round 1  
Grant Monitor Checklist**

- Final Project Budget
- Final Project Implementation Plan
- Resolution from the grantee organization's governing body approving acceptance of grant funds and designating an Authorized Representative allowed to enter into agreements on behalf of the organization
- Grant Agreement and Certification of Compliance

If required based on specific project

- A letter from the grantee organization's Chief Financial Officer, Finance Director, or equivalent confirming availability of matching funds (Required for all grantees contributing local match funds.)
- A current facility lease with a term extending at least ten years after the end of the grant period. (Required for all projects involving leased buildings.)

All relevant documents received and approved by Libby Carlson.

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Grant Monitor Signature

# California State Library Building Forward Grant Application: Chinatown Branch Library

GENERAL APPLICATION INSTRUCTIONS & QUESTIONS ([Application Guidelines](#))

The full application is online at: <https://www.library.ca.gov/grants/buildingforward>. The applicant organization (city, county, or library district) will need to create a login and profile in order to access the application. *Reminder: One application may be submitted per facility. Applicant organizations with more than one site should submit one application for each site under the organization's profile.*

## Part 1: Basic Information

### **Project Title**

San Francisco Public Library Chinatown Branch Renovation

### **Project Summary** (Maximum of 50 words)

The project supports community needs through innovations in delivery of library collections, programs, and learning. Physical improvements include ADA improvements, an expanded program room, larger teen space, energy efficient lighting and HVAC systems, provision for shelter from smoke and heat events, and new furnishings/ finishes.

### **Requested Grant Amount**

\$7,930,087

### **Library Jurisdiction**

City and County of San Francisco

### **Library Facility Name and Address**

Chinatown Branch Library, 1135 Powell Street, San Francisco, CA 94108

### **Is the facility leased?**

No

### **Project Contact**

Maureen Singleton,  
Chief Operating Officer, SFPL;  
[Maureen.Singleton@sfpl.org](mailto:Maureen.Singleton@sfpl.org);  
100 Larkin Street, San Francisco, CA 94102;  
415-557-4248

# California State Library Building Forward Grant Application: Chinatown Branch Library

## Part 2: Project Detail & Implementation

### **Project Description** (Maximum of 350 words)

San Francisco Public Library's Chinatown Him Mark Lai Branch is a Carnegie library built in 1921. In 1996, a major renovation and expansion was completed, and the branch was seismically retrofitted to that time's standards and expanded to twice its original size. The project delivered improvements but does not meet today's library building standards. Important life safety and sustainability improvements are needed for the building to support contemporary library services, and the Chinatown Branch Renovation Project will deliver those for San Francisco's Chinatown community, which has a CPM of 27.67.

Some priority life-safety improvements were made to the Chinatown Branch during the 1990s renovation, but significant vulnerabilities remain. The fire protection system of the renovated building will receive an updated Emergency Voice/Alarm Communication (EVAC) system. Seismic performance will be upgraded to current code. The current building is not designed to meet hazards of heat and poor air quality. Per San Francisco's Hazards and Climate Resilience Plan, more investments are needed in public facilities to establish weather and clean air respite centers. The obsolete HVAC system will be replaced, delivering fully air-conditioned and filtered air to the entire facility.

The renovation will be designed in accordance with California Title 24 standards and San Francisco's green building requirements, be LEED Gold Certified, and advance the City's Climate Action Plan goals, seeking to achieve net zero greenhouse gas emissions by 2040. The building will be fully electric, eliminating natural gas heating, and taking advantage of San Francisco's municipal hydroelectric power. The project includes rooftop solar panels with a battery storage system, providing renewable power and allowing the library to "peak shave" by charging batteries during off-peak hours. The batteries can provide a degree of standby power in the event of a power outage.

Outstanding maintenance needs will be addressed, especially in the building's exterior envelope. Historic terra cotta decoration on the main façade and entry stair has decayed from water intrusion and will be restored and repaired.

### **Project Status**

Planning is in progress

### **List and describe the roles of all consultants involved in this project such as planning, construction, contractors, and project management. If not yet contracted, briefly detail your plan and timeline to solicit and select consultants.** (Maximum of 200 words)

Planning: The planning phase is largely a city-staffed endeavor from defining scope and program needs to conceptual design, renderings, public engagement, and final design product. City staff are from the Library as well as San Francisco Public Works (PW). Consultants are used for project cost estimating.

Construction: The construction contract will be a best value bid process and will be issued in late March or early April 2022. The PW Bureau of Construction Management will manage project

## California State Library Building Forward Grant Application: Chinatown Branch Library

construction. PW/BCM is highly experienced and expert with major construction projects throughout the City. The Library will have a Capital Projects Manager regularly on site, facilitating prompt, effective communication between Public Works and Library Administration regarding the progress of the work.

**Project Management:** The PW Bureau of Architecture will provide project management services and will engage with Library staff, including the Capital Projects Manager, for overall project management services.

### **Briefly describe any past relevant capital improvements to the facility, including the year completed.** (Maximum of 200 words)

In 1996, a major renovation and expansion was completed during which the branch was seismically retrofitted to that time's standards and expanded to approximately twice its original size by building a two-story addition. In addition to expanding the library footprint, the project delivered a reprogramming of library space with a community meeting room and story-room available for programs and special events, but the building no longer meets contemporary library service needs.

### **How will your project address conditions that negatively impact your library's ability to deliver needed services?** (Maximum of 200 words)

Remove a little-used mezzanine, adds a new staircase, greatly improves sightlines and circulation so patrons can navigate the building more easily.

Provide larger program room, important to this community.

Restore the historic Carnegie reading room, which was marred by insensitively designed previous improvements.

Provide air conditioning and filtration so library can remain open on excessive heat and/or smoke days.

Upgrade restrooms to current ADA standards.

Improve lighting for better reader comfort.

Upgrade staff spaces and equipment for quicker materials turn around and other services to patrons.

### **Describe how your project contributes to: sustainability, inclusive access, and/or the ability of the facility to adapt to evolving needs.** (Maximum of 200 words)

**Electrification and Decarbonization:** Natural gas used in buildings is a greenhouse gas with 80 times the warming potential of CO<sub>2</sub>. The Chinatown Branch Library is part of the decarbonization movement and the switch to all electric power. City-owned buildings in San Francisco receive power from 100%

# California State Library Building Forward Grant Application: **Chinatown Branch Library**

renewable sources including Hetch Hetchy Power which is hydroelectric.

**Onsite Renewable Energy:** This project will provide a 23 kW rooftop solar photovoltaic panel system with battery storage which will provide standby power.

**Resiliency:** The renovation provides replacement HVAC system for the current system which is at end of life. Air conditioning is essential to the building remaining open during extreme heat days which in the past could have resulted in closures. The mechanical systems will feature enhanced filtration (MERV 13 filters) which will reduce impacts from bad outdoor air quality such as wildfire smoke events.

**USGBC LEED:** The project will seek LEED Gold certification.

**Inclusive Access:** This project will be fully accessible in accordance with the Americans with Disabilities Act, the California Building Code, and local ordinances. The main entry as well the entry to the Community Room will be fully accessible. All restrooms will be gender inclusive.

## **Project Implementation Plan** (Upload)

[Chinatown Project Implementation Plan.pdf](#)

## **Supporting Documentation** (Upload):

[2022-0318 LIB Grant Application Chinatown Background sent.pdf](#)

[2018\\_01-26 Feasibility Study View R1.pdf](#)

## **Part 3: Budget and Funding**

### **Total Project Budget** (including grant, match, and additional funding)

\$29,400,000

### **Project Budget Detail** (Upload)

[Chinatown Budget Plan.pdf](#)

### **Describe the basic elements of the budget, how the budget was created, and the methodology for any project contingency.** (Maximum of 200 words)

The budget was created by Public Works and utilizes their standard budget development approach which is in three categories:

(1) Total Construction Cost



# California State Library Building Forward Grant Application: Chinatown Branch Library

(2) Project Controls and Services

(3) Owner Provided Items

Total Construction Cost (TCC) includes direct construction costs, construction mark-ups, and supporting construction costs. Direct construction costs represent individual trade costs before mark ups. Mark ups include escalation, general conditions and contractor overhead and profit. Supporting construction costs include public art, new utilities, and hazardous material abatement costs.

Project Controls and Services represents the project soft costs including professional fees, project and construction management, permit fees, inspections, and project data such as geotechnical, hazardous material reports, and surveys.

Owner Provided Items is for equipment procured outside of the construction contract. These include the Furnishings, Fixtures and Equipment (FFE) budget which includes furniture, technology equipment, and specialty equipment.

Cost estimating was created by a professional estimator from full construction documents (drawings and project manual).

The contingency included in the budget plan is the Change Order Contingency which is included as the last item in the TCC. The value is 5% and is prorated to each trade in the plan proportional to the overall value of TCC.

## Project funding from other sources

\$21,469,913

## Has funding from all other sources been secured?

No

### **If no, please explain:** (maximum of 150 words)

The San Francisco Library Preservation Fund (LPF) will cover most of the renovation project costs. San Francisco voters renewed the LPF for a 15-year term in November 2007 to construct, maintain, and operate library facilities. The FY23 budget request of \$7.96 million will fully fund the project and \$3.0 million in FY24 will cover assumed cost inflation. The budget request should be approved by the Board of Supervisor in July 2022. The Friends of the San Francisco Public Library (Friends), a 501(c)(3), traditionally raises monies to fund furniture, fixtures, and equipment (FF&E) for our capital projects. The estimated \$1.4 million for FF&E will be secured via a local legislative process closer to the construction bid phase. State grant funds for Chinatown would permit SFPL to reallocate LPF monies to our Ocean View capital project, which has a gap of \$14.5 million, and a CPM of 26.43.

## List other project funding sources, including any sources and amounts for matching funds and any related requirements to obtaining funds. (Maximum of 200 words)

# California State Library Building Forward Grant Application: Chinatown Branch Library

The San Francisco Library Preservation Fund (LPF) will cover most of the total project costs for the Chinatown Branch Library renovation. San Francisco voters renewed the LPF for a 15-year term in November 2007 to construct, maintain, and operate library facilities. The LPF will fund the required match of \$7.93 million. Allocation of local funds for the Chinatown project is done via the city's budget process. The FY23 budget request of \$7.96 million will fully fund the project and \$3.0 million in FY24 will cover assumed cost inflation. The budget request should be approved by the Board of Supervisor in July 2022. The Friends of the San Francisco Public Library (Friends), a 501(c)(3), traditionally raises monies to fund furniture, fixtures, and equipment (FF&E) for our branch capital projects. The estimated \$1.4 million for FF&E will be secured via a local legislative process closer to the construction bid phase. State grant funds for Chinatown would permit SFPL to reallocate LPF monies from the Chinatown project to our Ocean View capital project, which has a gap of \$14.5 million, and a CPM of 26.43.

**If applicable, describe past attempts to fund this project, including other funding sources sought and key obstacles to secure funds. (Maximum of 200 words)**

The San Francisco Public Library has allocated Library Preservation Fund monies for the Chinatown Branch Library renovation project over several fiscal years through the city's annual budget process. These grant funds would assist the Library in fully funding project costs and permit the San Francisco Public Library to reallocate Library Preservation Fund monies in our Chinatown project to our Ocean View Branch Library capital project, which has a funding gap of \$14.5 million, and a CPM of 26.43.

**If grant funding is not approved, or if only a portion of the requested funding for the project is awarded, explain how the project will be completed (Maximum of 200 words)**

If grant funding is not approved, or if only a portion of the requested funding for the project is awarded, the project will be fully funded by the Library Preservation Fund. Using the Library Preservation Fund to cover the total cost of the project would come at an opportunity cost to other important capital projects in the San Francisco Public Library's portfolio, potentially delaying that work.

## Part 4: Match Requirement

**Are you able to match grant funds on a dollar-for-dollar basis?**

Yes.

**Letter from Finance Director or equivalent verifying availability match funds (Optional at time of application submission. Required if a grant is awarded.)**

[Chinatown Verifying Match Letter - FINAL - Signed.pdf](#)

# California State Library Building Forward Grant Application: Chinatown Branch Library

## Part 5: Certification and Signature

### **Authorized Representative Name, Title and Signature**

"I certify that I have read and approved this application." Maureen to authorize.

### **Authorizing Resolution (Optional at time of application submission. Required if a grant is awarded.)**

Not included at this time.

## ATTACHMENTS AND UPLOADS

A Project Implementation Plan and Budget are required as part of the application. Templates for these forms are available online at: <https://www.library.ca.gov/grants/buildingforward>. Other documentation may be submitted as part of your application to support requests or narrative.

### **Project Implementation Plan (Required)**

[Chinatown Project Implementation Plan.pdf](#)

### **Budget Detail (Required)**

[Chinatown Budget Plan.pdf](#)

**Supporting Documentation demonstrating why the work is needed and/or planning progress made to-date such as photos, videos, or planning documents. (Optional, but highly recommended. Maximum of 3 accepted.)**

[2022-0318 LIB Grant Application Chinatown Background sent.pdf](#)

[2018\\_01-26 Feasibility Study View R1.pdf](#)

### **Authorizing Resolution (Optional for application submission. Required if a grant is awarded):**

Not included at this time.

**Letter from Finance Director or equivalent verifying the availability of match funds. (Optional at time of application submission. Required if a grant is awarded.)**

Attachment E- [Chinatown Verifying Match Letter - FINAL - Signed.pdf](#)

# California State Library Building Forward Grant Application: Mission Branch Library

GENERAL APPLICATION INSTRUCTIONS & QUESTIONS ([Application Guidelines](#))

The full application is online at: <https://www.library.ca.gov/grants/buildingforward>. The applicant organization (city, county, or library district) will need to create a login and profile in order to access the application. *Reminder: One application may be submitted per facility. Applicant organizations with more than one site should submit one application for each site under the organization's profile.*

## Part 1: Basic Information

### **Project Title**

San Francisco Public Library Mission Branch Renovation

### **Project Summary** (Maximum of 50 words)

Renovation will better reflect desires and needs of the community, and bring effective innovations in delivery of collections, programs, and learning. Physical enhancements include ADA improvements, expanded program room, dedicated teen space, high efficiency lighting and HVAC systems, provision for shelter from smoke and heat events, and new furnishings/finishes.

### **Requested Grant Amount**

\$5,280,041

### **Library Jurisdiction**

City and County of San Francisco

### **Library Facility Name and Address**

Mission Branch Library, 300 Bartlett Street, San Francisco, CA 94110

### **Is the facility leased?**

No

### **Project Contact**

Maureen Singleton,  
Chief Operating Officer, SFPL;  
[Maureen.Singleton@sfpl.org](mailto:Maureen.Singleton@sfpl.org);  
100 Larkin Street, San Francisco, CA 94102;  
415-557-4248

# California State Library Building Forward Grant Application: Mission Branch Library

## Part 2: Project Detail & Implementation

### **Project Description** (Maximum of 350 words)

The San Francisco Public Library's Mission Branch was constructed in 1914 as one of San Francisco's seven Carnegie Libraries, and in 2000 was designated a San Francisco Historic Landmark. To create a safe and welcoming space for state-of-the-art library services, the Mission Branch Library Renovation Project will improve the building's life safety systems, provide air conditioning and filtration for respite from smoke and heat events, and be LEED certified. To meet service goals and in response to community input, the project adds a large program room, which is currently lacking. On the exterior, the historic terra cotta tile will be restored.

Some priority life-safety improvements were made in 1997, but significant vulnerabilities remain. The existing library is not protected with a sprinkler system and is not climate resilient. The completed building will be equipped with an automatic sprinkler system and new Emergency Voice/Alarm Communication system. Seismic performance will be upgraded to current code. The current building is not designed to meet rising hazards of heat and poor air quality. Per San Francisco's Hazards and Climate Resilience Plan, more investments are needed in public facilities to establish weather and clean air respite centers. The obsolete HVAC system will be replaced, delivering fully air-conditioned and filtered air to the entire facility.

The renovation will be designed in accordance with California Title 24 standards and San Francisco's green building requirements, be LEED Gold Certified, and advance the City's Climate Action Plan goals, seeking to achieve net zero greenhouse gas emissions by 2040. The building will be fully electric, eliminating natural gas heating and taking advantage of San Francisco's municipal hydroelectric power. The project includes a 16.6 kW rooftop solar system with battery storage system, providing renewable power and allowing the library to "peak shave" by charging batteries during off-peak hours. The batteries can provide a degree of standby power in the event of a power outage.

The Mission Branch Library Renovation Project will deliver life safety, critical maintenance, and sustainability benefits for San Francisco's Mission neighborhood, where the CPM is 17.03.

### **Project Status**

Planning is complete but awaiting approval and/or permits

**List and describe the roles of all consultants involved in this project such as planning, construction, contractors, and project management. If not yet contracted, briefly detail your plan and timeline to solicit and select consultants.** (Maximum of 200 words)

Planning: The planning phase is largely a city-staffed endeavor from defining scope and program needs to conceptual design, renderings, public engagement, and final design product. City staff are from the Library as well as San Francisco Public Works (PW). Consultants are used for project cost estimating.

## California State Library Building Forward Grant Application: **Mission Branch Library**

**Construction:** The construction contract will be a best value bid process and will be issued in September 2022. The Public Works Bureau of Construction Management will manage project construction. Public Works Bureau of Construction Management is highly experienced and has expertise of major construction projects throughout the City. The Library will have a Capital Projects Manager regularly on-site, facilitating prompt, effective communication between Public Works and Library administration regarding work progress.

**Project Management:** The Public Works Bureau of Architecture will provide project management services and will engage with Library staff, including the Capital Projects Manager, for overall project management services.

### **Briefly describe any past relevant capital improvements to the facility, including the year completed.** (Maximum of 200 words)

A major renovation of Mission Branch Library was completed in 1997. The renovation included seismic, electrical, and ADA upgrades. The first floor was completely redesigned, and the main entrance was relocated from 24th Street to Bartlett Street. The reopening was May 5, 1999.

### **How will your project address conditions that negatively impact your library's ability to deliver needed services?** (Maximum of 200 words)

Improve sightlines and circulation so patrons can navigate the building more easily.

Provide large program room, currently lacking and very important to this community.

Provide air conditioning and filtration so Library can remain open on excessive heat and/or smoke days.

Upgrade restrooms to current ADA standards.

Improve lighting for better reader comfort.

Upgrade staff spaces and equipment for quicker materials turn around and other services to patrons.

### **Describe how your project contributes to: sustainability, inclusive access, and/or the ability of the facility to adapt to evolving needs.** (Maximum of 200 words)

**Electrification and Decarbonization:** Natural gas used in buildings is a greenhouse gas with 80 times the warming potential of CO<sub>2</sub>. The Mission Branch Library is part of the decarbonization movement and the switch to all electric power. City-owned buildings in San Francisco receive power from 100% renewable sources including Hetch Hetchy Power which is hydroelectric.

**Onsite Renewable Energy:** This project will provide a 16.6 kW rooftop solar photovoltaic panel system with battery storage which will provide standby power.

# California State Library Building Forward Grant Application: Mission Branch Library

**Resiliency:** The renovation provides replacement HVAC system for the current system which is at end of life. Air conditioning is essential to the building remaining open during extreme heat days which in the past could have resulted in closures. The mechanical systems will feature enhanced filtration (MERV 13 filters) which will reduce impacts from bad outdoor air quality such as wildfire smoke events.

**USGBC LEED:** The project will seek LEED Gold certification.

**Inclusive Access:** This project will be fully accessible in accordance with the Americans with Disabilities Act, the California Building Code, and local ordinances. All restrooms will be gender inclusive.

## **Project Implementation Plan** (Upload)

[Mission Project Implementation Plan.pdf](#)

## **Supporting Documentation** (Upload)

[2018\\_01-26 Feasibility Study View R1.pdf](#)

[2022-0304 Mission Branch Library Reno-Bid Set Drawings.pdf](#)

[Mission Community Meetings December 2021.pdf](#)

## **Part 3: Budget and Funding**

### **Total Project Budget (including grant, match, and additional funding).**

\$24,700,000.

### **Project Budget Detail** (Upload)

[Mission Budget Plan.pdf](#)

### **Describe the basic elements of the budget, how the budget was created, and the methodology for any project contingency.** (Maximum of 200 words)

The budget was created by Public Works and utilizes their standard budget development approach which is in three categories:

- (1) Total Construction Cost
- (2) Project Controls and Services
- (3) Owner Provided Items

Total Construction Cost (TCC) includes direct construction costs, construction mark-ups, and supporting construction costs. Direct construction costs represent individual trade costs before mark ups. Mark ups include escalation, general conditions and contractor overhead and profit. Supporting construction costs

# California State Library Building Forward Grant Application: Mission Branch Library

include public art, new utilities, and hazardous material abatement costs.

Project Controls and Services represents the project soft costs including professional fees, project and construction management, permit fees, inspections, and project data such as geotechnical, hazardous material reports, and surveys.

Owner Provided Items is for equipment procured outside of the construction contract. These include the Furnishings, Fixtures and Equipment (FFE) budget which includes furniture, technology equipment, and specialty equipment.

Cost estimating was created by a professional estimator from full construction documents (drawings and project manual).

The contingency included in the budget plan is the Change Order Contingency which is included as the last item in the TCC. The value is 5% and is prorated to each trade in the plan proportional to the overall value of TCC.

## **Project funding from other sources**

\$19,419,959

## **Has funding from all other sources been secured?**

No

### **If no, please explain** (Maximum of 150 words)

The San Francisco Library Preservation Fund (LPF) will cover most of the renovation project costs. San Francisco voters renewed the LPF for a 15-year term in November 2007 to construct, maintain, and operate library facilities. The remaining \$3 million needed to fully fund the Mission project was included in the department's budget request to the mayor's office and should be approved by the Board of Supervisor in July 2022. The Library is confident its budget request for the final \$3 million will be approved. State grant funds for Mission would permit SFPL to reallocate LPF monies to our Ocean View capital project, which has a funding gap of \$14.5 million, and a CPM of 26.43.

## **List other project funding sources, including any sources and amounts for matching funds and any related requirements to obtaining funds.** (Maximum of 200 words)

The San Francisco Library Preservation Fund (LPF) will cover most of the total project costs for this project. The San Francisco voters renewed the LPF for a 15-year term in November 2007 to construct, maintain, and operate facilities. The LPF will fund the required match of \$5.28 million. Allocation of local funds for this project is done via the city's budget process and the remaining \$3 million needed is currently under review in the Mayor's Office and should be approved by the Board of Supervisor in July 2022. SFPL is confident its budget request will be approved. The Friends of the SFPL (Friends), a 501(c)(3), traditionally raises monies to fund furniture, fixtures, and equipment (FF&E) for our branch capital projects. Those costs are estimated to be \$875,500. The Friends funding commitment for FF&E



## California State Library Building Forward Grant Application: Mission Branch Library

was secured via a local legislative process on July 30, 2021. The Friends are in the beginning of raising the funds for the FF&E. The LPF will cover additional funding needs in subsequent budget appropriation processes. State grant funds for Mission would permit SFPL to reallocate LPF monies to our Ocean View capital project, which has a funding gap of \$14.5 million, and a CPM of 26.43.

**If applicable, describe past attempts to fund this project, including other funding sources sought and key obstacles to secure funds.** (Maximum of 200 words)

The San Francisco Public Library has allocated Library Preservation Fund monies for the Mission Branch Library Renovation Project over several fiscal years through the city's annual budget process. These grant funds would assist the Library in fully funding project costs and permit the San Francisco Public Library to reallocate previously budgeted Library Preservation Fund monies in our Mission project to our Ocean View Branch Library capital project, which has a funding gap of \$14.5 million, and a CPM of 26.43.

**If grant funding is not approved, or if only a portion of the requested funding for the project is awarded, explain how the project will be completed** (Maximum of 200 words)

If grant funding is not approved, or if only a portion of the requested funding for the project is awarded, the project will be fully funded by the Library Preservation Fund. Using the Library Preservation Fund to cover the total cost of the project would come at an opportunity cost to other important capital projects in the San Francisco Public Library's portfolio, potentially delaying that work.

### Part 4: Match Requirement

**Are you able to match grant funds on a dollar-for-dollar basis?**

Yes

**Letter from Finance Director or equivalent verifying availability match funds (Optional at time of application submission. Required if a grant is awarded.)**

[Mission Verifying Match Letter - FINAL - Signed](#)

# California State Library Building Forward Grant Application: Mission Branch Library

## Part 5: Certification and Signature

### **Authorized Representative Name, Title and Signature**

“I certify that I have read and approved this application.” Maureen to authorize.

**Authorizing Resolution (Optional at time of application submission. Required if a grant is awarded.)**

## ATTACHMENTS AND UPLOADS

A Project Implementation Plan and Budget are required as part of the application. Templates for these forms are available online at: <https://www.library.ca.gov/grants/buildingforward>. Other documentation may be submitted as part of your application to support requests or narrative.

### **Project Implementation Plan (Required)**

[Mission Project Implementation Plan.pdf](#)

### **Budget Detail (Required)**

[Mission Budget Plan.pdf](#)

**Supporting Documentation demonstrating why the work is needed and/or planning progress made to-date such as photos, videos, or planning documents. (Optional, but highly recommended. Maximum of 3 accepted.)**

[2018\\_01-26 Feasibility Study View R1.pdf](#)

[2022-0304 Mission Branch Library Reno-Bid Set Drawings.pdf](#)

[Mission Community Meetings December 2021.pdf](#)

**Authorizing Resolution (Optional for application submission. Required if a grant is awarded)**

Not included at this time.

**Letter from Finance Director or equivalent verifying the availability of match funds. (Optional at time of application submission. Required if a grant is awarded.)**

[Mission Verifying Match Letter - FINAL - Signed](#)

## Building Forward Library Infrastructure Grant Program Budget Plan

### Project

|                       |   |
|-----------------------|---|
| <b>Organization:</b>  | San Francisco Public Library  |
| <b>Project Title:</b> | San Francisco Public Library Chinatown Branch Renovation              |
| <b>Facility:</b>      | Chinatown Branch Library, 1135 Powell Street, San Francisco, CA 94108 |

### Project Budget

Detail the planned project expenditures within the categories below. For costs not falling within the categories below, describe costs in the blank cells below. If requesting a match reduction, create your budget based upon your request. Match requests are not guaranteed. You may be asked to revise your budget accordingly.

| Budget Category  | Building Forward Funds | Applicant Funds (Including Match) | Other Funding Source | Total              |
|--|------------------------|-----------------------------------|----------------------|--------------------|
| <b>Project Administration</b> <i>Cannot exceed 10% of total grant request</i>                                      |                        |                                   |                      |                    |
| Public Works Project Management Salaries/Wages/Benefits  | \$319,328              | \$319,328                         | \$0                  | \$638,656          |
| Public Works contract administration fee   | \$47,267               | \$47,267                          | \$0                  | \$94,534           |
| Public Works contract preparation fee  | \$27,500               | \$27,500                          | \$0                  | \$55,000           |
| <b>Subtotal:</b>   | <b>\$394,095</b>       | <b>\$394,095</b>                  | <b>\$0</b>           | <b>\$788,190</b>   |
| <b>Planning, Design, Other Pre-Construction/Implementation (Engineering, Environmental Review, etc.)</b>           |                        |                                   |                      |                    |
| Consultant Fees  | \$116,404              | \$116,404                         | \$0                  | \$232,808          |
| Public Works Salaries/Wages/Benefits   | \$866,321              | \$866,321                         | \$0                  | \$1,732,643        |
| Environmental Review   | \$45,618               | \$45,618                          | \$0                  | \$91,236           |
| Permits  | \$88,807               | \$88,807                          | \$0                  | \$177,614          |
| <b>Subtotal:</b>   | <b>\$1,117,150</b>     | <b>\$1,117,150</b>                | <b>\$0</b>           | <b>\$2,234,301</b> |
| <b>Construction/Implementation</b>   |                        |                                   |                      |                    |
| Construction Management: Public Works construction management and contract administration                          | \$810,500              | \$810,500                         | \$0                  | \$1,621,000        |
| Critical Maintenance: Existing historic brick façade   | \$377,500              | \$377,500                         | \$0                  | \$755,000          |
| Critical Systems: New building HVAC system incorporating full building air conditioning and MERV 13 air filtration | \$1,181,090            | \$1,181,090                       | \$0                  | \$2,362,179        |
| Critical Systems: Rooftop solar photovoltaic system and stationary battery storage                                 | \$162,325              | \$162,325                         | \$0                  | \$324,650          |
| Critical Systems: 4 stop new elevator  | \$294,450              | \$294,450                         | \$0                  | \$588,900          |

| Budget Category   | Building Forward Funds | Applicant Funds (Including Match) | Other Funding Source | Total               |
|---|------------------------|-----------------------------------|----------------------|---------------------|
| Critical Systems: Electrical systems including line voltage and low voltage systems. Includes: New transformer, switchgear, electrical panels, distribution, conductors, lighting | \$1,189,349            | \$1,189,349                       | \$0                  | \$2,378,697         |
| Critical Systems: Structural and seismic systems including concrete and steel construction.   | \$1,223,100            | \$1,223,100                       | \$0                  | \$2,446,200         |
| Critical Systems: New roofing, waterproofing at roof garden, roofing accessories and sealants   | \$341,296              | \$341,296                         | \$0                  | \$682,591           |
| Infrastructure: Replacement IT infrastructure including enhanced WIFI coverage  | \$109,475              | \$109,475                         | \$0                  | \$218,950           |
| Infrastructure: New security infrastructure   | \$92,744               | \$92,744                          | \$0                  | \$185,488           |
| Life Safety: Fire Protection (fire sprinklers)  | \$166,100              | \$166,100                         | \$0                  | \$332,200           |
| Life Safety: Replacement fire alarm system (EVAC System)  | \$203,850              | \$203,850                         | \$0                  | \$407,700           |
| <b>Subtotal:</b>  | <b>\$6,151,778</b>     | <b>\$6,151,778</b>                | <b>\$0</b>           | <b>\$12,303,555</b> |
| <b>Project Contingency (10% max)</b>  | <b>\$267,064</b>       | <b>\$267,064</b>                  | <b>\$0</b>           | <b>\$534,128</b>    |
| <b>Total</b>  | <b>\$7,930,087</b>     | <b>\$7,930,087</b>                | <b>\$0</b>           | <b>\$15,860,174</b> |

## Building Forward Library Infrastructure Grant Program Budget Plan

### Project

|                       |  |
|-----------------------|--|
| <b>Organization:</b>  | San Francisco Public Library   |
| <b>Project Title:</b> | San Francisco Public Library Mission Branch Renovation               |
| <b>Facility:</b>      | Mission Branch Library, 300 Bartlett Street, San Francisco, CA 94110 |

### Project Budget

Detail the planned project expenditures within the categories below. For costs not falling within the categories below, describe costs in the blank cells below. If requesting a match reduction, create your budget based upon your request. Match requests are not guaranteed. You may be asked to revise your budget accordingly.

| Budget Category  | Building Forward Funds | Applicant Funds (Including Match) | Other Funding Source | Total            |
|--|------------------------|-----------------------------------|----------------------|------------------|
| <b>Project Administration Cannot exceed 10% of total grant request</b>   |                        |                                   |                      |                  |
| Public Works Project Management Salaries/Wages/Benefits  | \$65,000               | \$65,000                          | \$0                  | \$130,000        |
| Public Works - Project Administration  | \$50,000               | \$50,000                          | \$0                  | \$100,000        |
| <b>Subtotal:</b>   | <b>\$115,000</b>       | <b>\$115,000</b>                  | <b>\$0</b>           | <b>\$230,000</b> |
| <b>Planning, Design, Other Pre-Construction/Implementation (Engineering, Environmental Review, etc.)</b>           |                        |                                   |                      |                  |
| Consultant Fees  | \$0                    | \$0                               | \$0                  | \$0              |
| Public Works Salaries/ Wages/ Benefits   | \$0                    | \$0                               | \$0                  | \$0              |
| Environmental Review   | \$0                    | \$0                               | \$0                  | \$0              |
| Permits  | \$0                    | \$0                               | \$0                  | \$0              |
| <b>Subtotal:</b>   | <b>\$0</b>             | <b>\$0</b>                        | <b>\$0</b>           | <b>\$0</b>       |
| <b>Construction/Implementation</b>   |                        |                                   |                      |                  |
| Construction Management: Public Works construction management and contract administration                          | \$573,956              | \$573,956                         | \$0                  | \$1,147,912      |
| Construction Management: consultant contract administration  | \$8,100                | \$8,100                           | \$0                  | \$16,200         |
| Critical Maintenance: Existing historic terracotta façade  | \$114,760              | \$114,760                         | \$0                  | \$229,520        |
| Critical Maintenance: Roof repair at rooftop solar (2,100SF x \$30/SF)   | \$47,565               | \$47,565                          | \$0                  | \$95,130         |
| Critical Systems: New building HVAC system incorporating full building air conditioning and MERV 13 air filtration | \$620,659              | \$620,659                         | \$0                  | \$1,241,317      |
| Critical Systems: Rooftop solar photovoltaic system and stationary battery storage                                 | \$184,975              | \$184,975                         | \$0                  | \$369,950        |

| Budget Category   | Building Forward Funds | Applicant Funds (Including Match) | Other Funding Source | Total               |
|---|------------------------|-----------------------------------|----------------------|---------------------|
| Critical Systems: Elevator replacement (existing elevator at end of service life)   | \$132,125              | \$132,125                         | \$0                  | \$264,250           |
| Critical Systems: Electrical systems including line voltage and low voltage systems. Includes: New transformer, switchgear, electrical panels, distribution, conductors, lighting | \$654,529              | \$654,529                         | \$0                  | \$1,309,058         |
| Critical Systems: Structural and seismic systems including concrete and steel construction.   | \$2,078,613            | \$2,078,613                       | \$0                  | \$4,157,226         |
| Infrastructure: IT and Security infrastructure including enhanced WIFI coverage, access control, sensors, CCTV cameras, and public address system.                                | \$250,151              | \$250,151                         | \$0                  | \$500,301           |
| Life Safety: Fire protection system (fire sprinklers)   | \$192,164              | \$192,164                         | \$0                  | \$384,328           |
| Life Safety: Replacement fire alarm system (EVAC system)  | \$89,207               | \$89,207                          | \$0                  | \$178,414           |
| Subtotal:   | <b>\$4,946,803</b>     | <b>\$4,946,803</b>                |                      | \$9,893,606         |
| <b>Project Contingency (10% max)</b>  | \$218,238              | \$218,238                         | \$0                  | \$436,475           |
| <b>Total</b>  | <b>\$5,280,041</b>     | <b>\$5,280,041</b>                | <b>\$0</b>           | <b>\$10,560,081</b> |



October 19, 2022

Maureen Singleton  
Chief Operating Officer  
San Francisco Public Library  
100 Larkin Street  
San Francisco, CA 94102

Subject: Building Forward, Library Infrastructure Grant  
SAN FRANCISCO PUBLIC LIBRARY  
Chinatown Branch Library  
Grant No. BF-1-21-220

Dear Maureen Singleton:

This letter confirms the California State Library's award of \$7,930,087 in Building Forward grant funds to the San Francisco Public Library for the Chinatown Branch Library Renovation project at the Chinatown Branch Library. These grant funds are intended to be used toward the project components detailed in the Intent to Fund letter dated September 12, 2022, and on the last page of this letter.

Per your application and the requirements set forth in SB 129 (2021), the San Francisco Public Library will contribute \$7,930,087 toward the project. Match funds are subject to the same restrictions as grant funds; may not be spent on any unallowable costs; and must be spent during the grant period at the same rate as grant funds.

This grant is governed by the Grant Agreement and Certification of Compliance. These documents, along with the first allocation claim form, will be sent separately to your organization's authorized representative by email through DocuSign and they must be signed using the DocuSign system.

The following supporting documents are also required and must be submitted through the State Library's online grant portal at: <https://webportalapp.com/sp/buildingforward>:

- Final Project Budget
- Final Project Implementation Plan

Building Forward Library Infrastructure Grant Program

BF-1-21-220

Page 2

- A resolution from the grantee organization's governing body approving acceptance of grant funds and designating an Authorized Representative allowed to enter into agreements on behalf of the organization
- If applicable: A letter from the grantee organization's Chief Financial Officer, Finance Director, or equivalent confirming availability of matching funds (Required for all grantees contributing local match funds.)
- If applicable: A current facility lease with a term extending at least ten years after the end of the grant period. (Required for all projects involving leased buildings.)

The San Francisco Public Library will receive \$3,965,044 of the award following the submission and approval of all required documents. The remaining funds will be made available following the grantee's completion of the requirements outlined in the Grant Agreement and Certification of Compliance document included in the Award Packet, and in accordance with the payment schedule.

**Please complete and submit all supporting documents within 30 days of receipt of this letter. Contact your grant monitor if you are not able to provide all documentation by that time.**

The State Library grant monitor for this project is Libby Carlson. Your grant monitor can be reached by email at [libby.carlson@library.ca.gov](mailto:libby.carlson@library.ca.gov) or phone at (916) 603-6705. Your grant monitor will be available to assist you throughout your grant period.

Hard copies of this correspondence will not follow. Please keep the entirety of this correspondence for your files and consider these award materials as your original documents.

Best wishes for a successful project.

Respectfully yours,

Greg Lucas  
California State Librarian



Building Forward Library Infrastructure Grant Program

BF-1-21-220

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Enclosures: Grant Agreement (for reference only)  
Final Project Budget Form and List of Unallowable Costs  
Final Project Implementation Plan Form  
Sample Authorizing Resolution

CC: Libby Carlson  
Annly Roman  
Reed Strege  
State Library Fiscal Office

## THE BASICS – YOUR GRANT AWARD

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

|                          |  |
|--------------------------|--|
| Grant #:                 | BF-1-21-220  |
| Organization:            | San Francisco Public Library   |
| Library:                 | SAN FRANCISCO PUBLIC LIBRARY - Chinatown Branch Library  |
| Project Title:           | Chinatown Branch Library Renovation  |
| Grant Award Amount:      | \$7,930,087  |
| Local Match Amount:      | \$7,930,087  |
| Total Project Budget:    | \$15,860,174   |
| Grant Period Start Date: | Upon execution of Grant Agreement  |
| Grant Period End Date:   | No later than March 2026   |
| Approved Uses (Outputs): | Facade restoration and repair<br>HVAC system replacement<br>Elevator replacement<br>Electrical system upgrades<br>Structural and seismic systems upgrades<br>Roof replacement<br>Security infrastructure upgrades<br>Fire protections updates<br>Fire alarm system replacement<br>Rooftop solar photovoltaic system and stationary battery storage installation<br>IT infrastructure replacement |

Please understand that it can take from six to eight weeks after a completed claim form with no errors has been received before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

## REPORTING

The San Francisco Public Library is required to provide financial and narrative reports throughout the grant period as outlined in the Grant Agreement and Certificate of Compliance. A final financial and narrative report will be due within 30 days after the project is complete. Grantees will also be required to provide updates throughout the grant period upon request. Progress documentation (e.g. photos or video of grant-funded work) will be required with each report. Reports should be submitted to your grant monitor.

## PAYMENTS

Grant payments will be made based on the payment schedule specified in the Grant Agreement. Ten percent (10%) of the full grant award will be 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 terms and conditions. Note: This 10% is separate from the project contingency (if one was included in the budget).

## GRANT MONITOR CONTACT

We want your project to be successful. Please work with your grant monitor throughout implementation of your project.

Building Forward Library Infrastructure Grant Program

BF-1-21-220

Page 5

|                |                              |
|----------------|------------------------------|
| Grant Monitor: | Libby Carlson                |
| Email Address: | libby.carlson@library.ca.gov |
| Phone Number:  | (916) 603-6705               |



October 19, 2022

Maureen Singleton  
Chief Operating Officer  
San Francisco Public Library  
100 Larkin Street  
San Francisco, CA 94102

Subject: Building Forward, Library Infrastructure Grant  
SAN FRANCISCO PUBLIC LIBRARY  
Mission Branch Library  
Grant No. BF-1-21-221

Dear Maureen Singleton:

This letter confirms the California State Library's award of \$5,280,042 in Building Forward grant funds to the San Francisco Public Library for the San Francisco Public Library Mission Branch Renovation project at the Mission Branch Library. These grant funds are intended to be used toward the project components detailed in the Intent to Fund letter dated September 12, 2022, and on the last page of this letter.

Per your application and the requirements set forth in SB 129 (2021), the San Francisco Public Library will contribute \$5,280,042 toward the project. Match funds are subject to the same restrictions as grant funds; may not be spent on any unallowable costs; and must be spent during the grant period at the same rate as grant funds.

This grant is governed by the Grant Agreement and Certification of Compliance. These documents, along with the first allocation claim form, will be sent separately to your organization's authorized representative by email through DocuSign and they must be signed using the DocuSign system.

The following supporting documents are also required and must be submitted through the State Library's online grant portal at: <https://webportalapp.com/sp/buildingforward>:

- Final Project Budget
- Final Project Implementation Plan

- A resolution from the grantee organization's governing body approving acceptance of grant funds and designating an Authorized Representative allowed to enter into agreements on behalf of the organization
- If applicable: A letter from the grantee organization's Chief Financial Officer, Finance Director, or equivalent confirming availability of matching funds (Required for all grantees contributing local match funds.)
- If applicable: A current facility lease with a term extending at least ten years after the end of the grant period. (Required for all projects involving leased buildings.)

The San Francisco Public Library will receive \$2,640,021 of the award following the submission and approval of all required documents. The remaining funds will be made available following the grantee's completion of the requirements outlined in the Grant Agreement and Certification of Compliance document included in the Award Packet, and in accordance with the payment schedule.

**Please complete and submit all supporting documents within 30 days of receipt of this letter. Contact your grant monitor if you are not able to provide all documentation by that time.**

The State Library grant monitor for this project is Libby Carlson. Your grant monitor can be reached by email at [libby.carlson@library.ca.gov](mailto:libby.carlson@library.ca.gov) or phone at (916) 603-6705. Your grant monitor will be available to assist you throughout your grant period.

Hard copies of this correspondence will not follow. Please keep the entirety of this correspondence for your files and consider these award materials as your original documents.

Best wishes for a successful project.

Respectfully yours,

  
Greg Lucas  
California State Librarian

Building Forward Library Infrastructure Grant Program  
BF-1-21-221  
Page 3

Enclosures: Grant Agreement (for reference only)  
Final Project Budget Form and List of Unallowable Costs  
Final Project Implementation Plan Form  
Sample Authorizing Resolution

CC: Libby Carlson  
Annly Roman  
Reed Strege  
State Library Fiscal Office

## THE BASICS – YOUR GRANT AWARD

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

|                          |   |
|--------------------------|---|
| Grant #:                 | BF-1-21-221   |
| Organization:            | San Francisco Public Library  |
| Library:                 | SAN FRANCISCO PUBLIC LIBRARY - Mission Branch Library   |
| Project Title:           | San Francisco Public Library Mission Branch Renovation  |
| Grant Award Amount:      | \$5,280,042   |
| Local Match Amount:      | \$5,280,042   |
| Total Project Budget:    | \$10,560,084  |
| Grant Period Start Date: | Upon execution of Grant Agreement   |
| Grant Period End Date:   | No later than March 2026  |
| Approved Uses (Outputs): | Roof repair<br>HVAC system replacement<br>Elevator replacement<br>Electrical system upgrades<br>Structural and seismic systems installation<br>Fire protection system upgrades<br>Fire alarm system replacement<br>IT Security infrastructure upgrades - PA, cctv<br>Facade restoration and repair.<br>Rooftop solar photovoltaic system and stationary battery storage installation. |

Please understand that it can take from six to eight weeks after a completed claim form with no errors has been received before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

## REPORTING

The San Francisco Public Library is required to provide financial and narrative reports throughout the grant period as outlined in the Grant Agreement and Certificate of Compliance. A final financial and narrative report will be due within 30 days after the project is complete. Grantees will also be required to provide updates throughout the grant period upon request. Progress documentation (e.g. photos or video of grant-funded work) will be required with each report. Reports should be submitted to your grant monitor.

## PAYMENTS

Grant payments will be made based on the payment schedule specified in the Grant Agreement. Ten percent (10%) of the full grant award will be 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 terms and conditions. Note: This 10% is separate from the project contingency (if one was included in the budget).

## GRANT MONITOR CONTACT

We want your project to be successful. Please work with your grant monitor throughout implementation of your project.

|                |                              |
|----------------|------------------------------|
| Grant Monitor: | Libby Carlson                |
| Email Address: | libby.carlson@library.ca.gov |
| Phone Number:  | (916) 603-6705               |



**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Mike Fernandez, SFPL Finance Office  
**DATE:** November 29, 2022  
**SUBJECT:** Accept and Expend Resolution for SFPL Grant  
**GRANT TITLE:** California State Library -Building Forward Grant Award

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Attached please find the original and 4 copies of each of the following:

Proposed grant resolution; original signed by Department, Mayor, Controller

Grant information form, including disability checklist

Grant budget

Grant application

Grant award letter from funding agency

Ethics Form 126 (if applicable)

Contracts, Leases/Agreements (if applicable)

Other (Explain):

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Christine Murdoch

Phone: 557-4246

Interoffice Mail Address: Public Library #41

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).