

File No. 231239

Committee Item No. 4

Board Item No. 20

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date December 13, 2023

Board of Supervisors Meeting

Date January 9, 2024

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|----------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Project Budgets – Moat and Roof |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Brent Jalipa

Date December 7, 2023

Completed by: Brent Jalipa

Date January 3, 2024

1 [Accept and Expend Grant - California State Library - Building Forward Library Facilities
2 Improvement Grant Award - \$6,336,363]

3 **Resolution authorizing the San Francisco Public Library to accept and expend a grant**
4 **in the amount of \$6,336,363 from the California State Library for direct support for the**
5 **Main Library Seismic Moat and Roofing Replacement Projects for the period starting**
6 **the date of execution of the Agreement by both parties until June 30, 2027.**

7

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

12 WHEREAS, This award is intended to fund the San Francisco Public Library Seismic
13 Moat project and Roofing Replacement project at the Main Library; and

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

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

18 WHEREAS, The grant period is from the date of execution of the Agreement by both
19 parties to June 30, 2027; and

20 WHEREAS, The Public Library will expend matching funds during the grant period and
21 at the same rate as state grant funds and only on allowable costs; and

22 WHEREAS, The interest earned on the grant funds will be expended on allowable
23 costs; and

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

25

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

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

5 FURTHER RESOLVED, That the Public Library is authorized to accept and expend the
6 California State Library Building Forward Library Facilities Improvement grant in the amount of
7 \$6,336,363 to support the Main Library Seismic Moat and Roofing Replacement Projects;
8 and, be it

9 FURTHER RESOLVED, That within 30 days of the contract being fully executed by all
10 parties, the Director of the Public Library shall provide the final contract to the Clerk of the
11 Board for inclusion into the official file.

12
13
14
15
16
17
18
19
20
21
22
23
24
25

Recommended:

_____ /s/ _____
Department Head

Approved: _____ /s/ _____
Mayor

Approved: _____ /s/ _____
Controller

<p>Item 4 File 23-1239</p>	<p>Department: San Francisco Public Library</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would authorize the San Francisco Public Library to accept and expend a grant from the California State Library Building Forward, Library Infrastructure Program in the amount of \$6,336,363. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The Main Library’s roof and seismic moat are both original features of the building, constructed in 1996. Site studies conducted by the Department of Public Works confirm both the roof and moat are in state of disrepair. • Grant and match funds will be used to replace the roof of the Main Library to stop leakage and water damage. Furthermore, the replacement of the seismic moat’s joint cover will restore the structural integrity of the building in the event of an earthquake. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The seismic moat renovation is projected to cost \$7,100,000 and the roof replacement project is estimated at \$6,840,000. The total projected cost for both projects is \$13,940,000. • Per grant guidelines, the Library Preservation Fund would provide a dollar-for-dollar match with the Building Forward grant award, resulting in a combined total of \$12,672,726 in grant funds and matching contributions. Any additional funds necessary to complete the renovation work to the Main Library will be paid for with the Library Preservation Fund. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the resolution. 	

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.

City Charter Section 9.118(a) states that contracts entered into by a department, board, or commission that (i) have anticipated revenues of \$1 million or more, or (ii) have anticipated revenues of \$1 million or more and require modifications, are subject to Board of Supervisors approval.

BACKGROUND

Building Forward Grant

The California State Library established the Building Forward: Library Infrastructure Grant Program in 2021 to support library maintenance, capital projects, broadband and technology upgrades, and device purchasing for local libraries across the state.¹ Building Forward grants prioritize life-safety and critical maintenance projects and give additional priority to proposals submitted by local libraries located in high-poverty areas. Guidelines mandate local library jurisdictions to match state funds on a dollar-for-dollar basis. The inaugural round of funding under the Building Forward program was issued in 2022, awarding more than \$312 million in grant funds to 246 libraries across California.²

In December 2022, the California State Library opened applications for the second round of Building Forward grant funding. Individual library facilities were each eligible for up to \$10 million in grant funding, inclusive of any funds awarded during Round One, and competed for a total of \$175 million in available Round Two funding. Applications were evaluated by an independent external advisory panel according to the criteria of identifying need, meeting need, project feasibility, and projected costs. Based on established grant priorities and application evaluation scores, the panel awarded \$172 million in grant funds to 34 local libraries across the state.

The San Francisco Public Library applied for \$6,969,999 in Round Two funding for two renovation projects at the Main Library facility. After adjusting for allowable costs, the California State Library approved the proposal and awarded the City with a Building Forward grant in the amount of \$6,336,363.

¹ The State of California Budget Act of 2021 (SB 129) allocated \$439 million in one-time funding to the State Library to support the Building Forward Grant Program. The California State Legislature amended SB 129 in 2022 to appropriate an additional \$50 million for the State Library's grant program for fiscal year 2022-23, increasing the total amount of funding to \$489 million across two years.

² The San Francisco Public Library applied for and was awarded \$13,210,129 in funds supporting renovations for the Mission Branch and Chinatown Branch libraries under Round One.

Main Library Renovation Projects

The current roof and seismic moat of the San Francisco Main Library are original features of the building, which finished construction in 1996.³ Site studies conducted by the San Francisco Department of Public Works in early 2023 found that the roof and moat are both beyond their serviceable life. The roof sporadically fails, allowing water to enter the building and risking damage to the Library’s collections. Moreover, the metal support components of the seismic moat are badly corroded and warping the pavement around the building. Public Works advises there is a strong possibility the moat would collapse during a moderate-to-large earthquake and block the exit paths of evacuating patrons.

Based on their findings, Public Works (and its contractors) made preliminary recommendations to remedy the critical maintenance and life-safety issues at the Main Library. The roof replacement renovation project will replace the Main Library’s roof and adjacent features to stop damaging leaks and extend the lifespan of the roof by 20 years. Furthermore, the seismic moat renovation project will bolster the Library’s structural integrity in the event of an earthquake by replacing the moat’s corroding joint cover. Following the execution of the proposed grant agreement, Public Works will initiate a competitive bid for contracts to provide construction services for both projects.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the San Francisco Public Library to accept and expend a grant from the California State Library Building Forward, Library Infrastructure Program in the amount of \$6,336,363. The grant requires that the San Francisco Library match the state-issued funds at a dollar-for-dollar basis over the course of the grant period, which extends from the date of Agreement execution through June 2027.

Use of Grant Funds

If approved by the Board of Supervisors, Building Forward, Library Infrastructure Program grant funds would support two renovation projects for the Main Library facility of the San Francisco Public Library system. Grant guidelines do not permit project budgets to include indirect costs in order to maximize use of grant funds on projects.

Seismic Moat Project

Building Forward grant funds and match would replace the seismic moat joint cover and remedy the uneven pavement surrounding the building. Funding would also cover project controls including architecture and engineering fees, project management costs, planning fees, and permits. Public Works estimates construction would begin February 2025 and extend 18 months through August 2026. The San Francisco Public Library anticipates that for both renovation

³ The Main Library’s seismic moat decouples the superstructure of the library from its foundation, allowing the two components to move independently from one another during an earthquake and ultimately dampen seismic impact.

projects, project planning and design will be completed by the fifth Quarter following the grant execution and the contractors will be selected by the sixth Quarter.

Roof Project

Building forward grant funds and match would cover the costs to replace the Library's roof and accessory repairs. This work includes replacing the roof's drainage system, reinstalling the parapet cap, and making repairs to the atrium's windows and skylights. Public Works estimates construction would span 12 months, beginning January 2025 and finishing in January 2026.

Grant Disbursement Schedule

The draft agreement requires that the California State Library will provide grant funds in three installments. The first payment will total 50 percent of the overall grant amount and be paid upon the receipt and approval of all required documents submitted from the San Francisco Public Library to the State Library. A second installment in the amount of 40 percent of the total grant agreement will be paid after the submission and approval of the January 2025 financial report. The third and final payment of 10 percent of the grant amount will be disbursed following the submission and approval of the final interim grant report and financial claim form.

Grant Reporting Requirements

As per the terms outlined in the proposed grant agreement, the San Francisco Public Library is obligated to submit quarterly reports to the State Library, totaling 15 reports through November 2027. Each of these reports must include a fiscal report outlining expenditures incurred during the reporting period. Furthermore, the San Francisco Public Library must provide the State Library with a narrative report every other quarter that speaks to the project's progress in alignment with the implementation plan.

FISCAL IMPACT

The two Main Library renovation projects are funded by the proposed State Building Forward grants and matching funds from the San Francisco Library Preservation Fund.⁴ According to the grant application submitted by the San Francisco Public Library and communication from Library Chief Financial Officer, Mike Fernandez, any project costs incurred beyond the sum of the grant funds and match will be covered by the Library Preservation Fund. The total cost of the renovation is projected to be \$13,940,000 with \$6,840,000 as the cost for the roof renovation project and the seismic moat renovation totaling \$7,100,000. Sources and uses for the renovation projects are shown in Exhibit 1 below.

⁴ The Library Preservation Fund encompasses 99% of the San Francisco Public Library budget as of FY 2023. In 2022, LPF was renewed by San Francisco voters for 25 years.

Exhibit 1: Sources and Uses of Library Renovation Project Funding

	Roof Renovation	Moat Renovation
<u>Sources</u>		
Building Forward Grant	\$3,109,090	\$3,227,272
City Match, Library Preservation Fund	3,109,090	3,227,272
Additional Library Preservation Fund	621,819	645,455
Total Sources	\$6,840,000	\$7,100,000
<u>Uses</u>		
Construction	\$4,840,000	\$5,090,000
Project Control	1,800,000	1,800,000
Allowances	200,000	200,000
Total Uses	\$6,840,000	\$7,090,000

Source: Project Budgets

RECOMMENDATION

Approve the proposed resolution.

File Number: 231239
(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 Library Facilities Improvement 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: \$6,336,363 for San Francisco Public Library Main Library Seismic Moat and Roofing Replacement projects

6a. Matching Funds Required: \$3,227,272.5 for Main Library Seismic Moat Project:13080/22472/10009363/0014/567000 and \$3,109,090.5 for Main Library Roofing Replacement Project: 13080/22439/10032980/0001/567000

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 Building Forward Library Facilities Improvement Program helps create local libraries capable of meeting the 21st century needs of California’s communities, with a priority for facilities that serve high poverty areas of the state. The grand award is for direct support for Main Library’s Seismic Moat and Roofing Replacement projects.

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

Start-Date: The date of execution of the Agreement by both parties End-Date: June 30, 2027

10a. Amount budgeted for contractual services: \$2,740,000 for Main Library Seismic Moat Project and \$2,532,000 for Main Library Roofing Replacement Project

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):

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

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)

11/17/2023

Date Reviewed: _____

DocuSigned by:

Maricela Leon-Barrera

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Michael Lambert

(Name)

City Librarian

(Title)

Date Reviewed: 11/17/2023

DocuSigned by:
Michael Lambert
C9DF08399ZE246F
(Signature Required)

Basic Information ▾

[Close \(/sp/workflow/buildingforwardround2?path=49132412\)](/sp/workflow/buildingforwardround2?path=49132412)

Please complete all required fields.

You can save as a draft and return later to complete by clicking "Save Draft" at the bottom of the page.

When you are ready to submit this step, please click the blue "Save" button at the bottom of the page.

Project Basics

Applicant/Organization

San Francisco Public Library

Project Name

Main Library

Library Facility

Does this project involve an existing library facility, including new library buildings which will replace existing branches?

Yes

Library Facility

For new library buildings which will replace existing branches, please select the existing branch.

SAN FRANCISCO PUBLIC LIBRARY - SAN FRANCISCO MAIN LIBRARY

Applications Can be Submitted by

Governing Body Only (e.g. City or County)

Round 2 - Match Reduction Eligibility

N/A - No reduction in local match is allowed. Every dollar of grant funds must be met with a dollar of local matching funds.

Address

100 LARKIN ST.

City, State, Zip

SAN FRANCISCO CA, 94102-4705

Is this library facility on or in a leased property?

No

Is the Library Director of the Library Jurisdiction aware of this application/project?

Yes

Contact Information

Primary Application/Project Contact

This contact will receive communications regarding this application.

First Name

John

Last Name

Cunha

Title

Facilities Director

Organization

San Francisco Public Library

Email

John.Cunha@sfpl.org

Phone Number

415-557-4485

*Additional Application/Project Contact (optional)***First Name**

Maureen

Last Name

Singleton

Title

Chief Operating Officer

Organization

San Francisco Public Library

Email

Maureen.Singleton@sfpl.org

Phone Number

415-557-4248

Authorized Representative

This contact will sign grant agreements on behalf of the applicant organization.

First Name

Maureen

Last Name

Singleton

Title

Chief Operating Officer

Organization

San Francisco Public Library

Email

Maureen.Singleton@sfpl.org

Phone Number

415-557-4248

Certification Form

A certification form signed by the representative (listed above) authorizing the submittal of this application is required. The certification form can be downloaded at: (<https://www.library.ca.gov/wp-content/uploads/2023/02/Building-Forward-Round-2-Application-Approval-and-Certification.pdf>)<https://www.library.ca.gov/wp-content/uploads/2023/02/Building-Forward-Round-2-Application-Approval-and-Certification.pdf> (<https://www.library.ca.gov/wp-content/uploads/2023/02/Building-Forward-Round-2-Application-Approval-and-Certification.pdf>)

Certification Form (signed by the organization's authorized representative)

Building-Forward-Round-2-Application-Approval-and-Certification_MS Signed.pdf 

POWERED BY

wizehive

(<http://www.wizehive.com/>)

Project Details/General Application Questions ▾

Close (/sp/workflow/buildingforwardround2?path=49132412)

Project Information

When completing this section, please refer to the Building Forward Round 2 Guidelines and Frequently Asked Questions posted at:

<https://www.library.ca.gov/grants/buildingforward>
(<https://www.library.ca.gov/grants/buildingforward>)

Describe briefly what you propose to do, for whom, and for what expected benefit(s).

The San Francisco Public Library proposes to replace the Main Library roof and seismic moat, both which are beyond their serviceable lives, and pose health and safety risks in their current states. This would benefit the patrons, staff, and valuable collections at the Main Library. Expected benefit would be to minimize risk to patrons and staff while helping to preserve the valuable collections contained at the Main Library as a federal repository.

Describe the need that this proposed project is intended to address.

The need that this proposed project would address is critical maintenance of failing infrastructure, to avoid further settlement or failure of the seismic moat, and to prevent further damage from roof leaks.

Describe the steps you took to determine that this need exists. For example, architectural reviews, building needs assessments, surveys, cost analyses, community meetings, focus groups, and the like.

Both the Main Library's roof and seismic moat are original, dating to 1996.

Corrosion of the metal components of the Main Library seismic moat is causing differential settlement, resulting in pedestrian tripping hazards and potential failure of the system during a seismic event. San Francisco's Department of Public Works (Public Works) experts have disassembled and studied the failed components with the assistance of the original manufacturer of the system and have developed a design and method to replace the seismic moat.

The roof of the Main Library was installed in 1996, and at 27 years of age is well beyond its designed service life. Frequent leaks and failures are commonplace, resulting in water damage to the interior of the building and threatening collections. Through Public Works, the waterproofing experts of the firm Allana, Buick, and Bers recently completed an investigation of the Main Library roof and have provided an extensive report and recommendations on the best approach to replacing and/or repairing the roof.

Choose one primary project type:

Current Building: Critical maintenance/renovation/modernization project

Additional Information

Select any of the following categories which apply to your proposed project. For more information about each category, please refer to the grant guidelines.

Energy Efficiency

No

Sustainability

No

Expanding Digital Access

No

Expanding Physical Access

No

Describe your proposed project, including specific information about how the project would meet the critical maintenance need described in your response above.

For the seismic moat, the project will eliminate potential barriers to safe passage such as tripping hazards or uneven pavement and increase the survivability of the entrance paths to the building after an earthquake.

The renewal of the roof will provide at least 20 years of service, avoiding issues such as damage to the structure or collections, discomfort to staff and patrons, and potential mold hazards.

If applicable, describe past attempts to fund this project, including other funding sources sought and key obstacles in securing funds.

The San Francisco Public Library has allocated Library Preservation Fund monies for the Main Library's roof and seismic moat projects over several fiscal years through the city's annual budget process and through a supplemental appropriation. As we enter a period of declining revenues against increasing costs, these projects compete for funding against other operating expenses within the Department, and against capital needs jurisdiction wide.

Describe how you will complete the project if only a portion of the requested funding is awarded.

If grant funding is not approved, or if only a portion of the requested funding for these projects is awarded, the projects will be fully funded by the Library Preservation Fund in subsequent fiscal years as funding availability allows. Waiting to fund these projects over time subjects these projects to rising costs. Additionally, using the Library Preservation Fund to cover the total cost of these projects would come at an opportunity cost to other important capital projects in the San Francisco Public Library's portfolio, such as branch roof replacements or branch elevator modernization, potentially delaying that work.

Explain how you created the project budget. How were costs determined?

Both project estimated budgets were created based on cost estimates provided through the San Francisco Department of Public Works.


If total project costs are likely to be more than the requested grant amount plus the required local match, has the rest of the required funding been secured?

Yes

Supporting Documentation


Supporting documentation will help support your application. All items should be directly related to the facility and project for which you are applying. If your item is part of a larger document or plan, only provide excerpts related to this application. Please try to keep each attachment to 20 pages or less. All items are optional.

Assessment/Study/Review 1

1. Assessment-Study-Review 1_2023-04-18 SF Public Library Roof Leak Investigation Report.pdf 

Assessment/Study/Review 2

Cost Analysis

3. Cost Analysis_1606 SFPL Main Library Seismic Moat Repair Concept Estimate 20230512 and 1609 SFPL Main Library Roof Prelim Estimate 20230512 UPDATED.pdf 

Planning Document

Site Plan/Map

5. Site Plan -Map_Main Library Seismic Moat and Roof Scoped & Colorized.pdf 

Other

Photos/Videos

Video

Photo 1


1. Photo 1_Main Library Seismic Moat.pdf 

Photo 2

2. Photo 2_Main Library Roof.pdf 


Photo 3

Photo 4

Photo 5

Letters of Support

Letter of Support 1

SFPL Grant Funding Support Letter 2023-0516-SF Public Works.pdf 

Letter of Support 2

SFPL Letter in Support.pdf 

Letter of Support 3

Budget & Timeline ▾

[Close \(/sp/workflow/buildingforwardround2?path=49132412\)](/sp/workflow/buildingforwardround2?path=49132412)

Overview Timeline

Grant and local match funds must be used toward the project within four years after the execution of the Grant Agreement and Certification by both parties. Reporting will be required over 16 quarterly periods (every three months for four years).

Select the Quarter when key project milestones will be completed. Select quarters based on the assumption that quarter one begins when the grant agreement is fully executed, with quarter two beginning three months later.

Timelines are for planning purposes only and do not need to be exact. If awarded, a formal Implementation Plan will be required based on a finalized award timeline.

When will all bids or quotes be obtained?

Quarter 6

When will all planning and design specifications be complete?

Quarter 5

When will all contractors be selected?

Quarter 6

When will work begin?

Quarter 6

When will the project meet the halfway point?

Quarter 10

When will all work be completed?

Quarter 13

Local Matching Funds

Match Reduction Requested

See **Basic Information** for eligibility. The selection should match the **Match Reduction Eligibility** listed.

N/A - No Reduction Requested

Note: Other State funds are not an allowable match contribution.

Have matching funds been secured?

Yes

What are the sources of the local matching funds?

The San Francisco Library Preservation Fund (LPF) will cover the projects' costs. San Francisco voters renewed the LPF for a 25-year term in November 2022 to construct, maintain, and operate library facilities.

Budget and Timeline Detail

Project Outputs

In this section you will enter project outputs. Project outputs should be tangible items describing the specific work products that will be completed by the project.

List all major outputs of your project that will be funded by the grant and local matching funds. Do not include related project outputs or costs that will not be funded by the Building Forward grant or through required local match funds.

You may enter up to 20 project outputs. Start entering project outputs to display additional fields.

List project outputs in order of priority. If partially funded, awards may fund project outputs based on the order they are listed here. Examples of outputs include, but are not limited to, window replacement, flooring repair, solar panel installation, roof replacement, ADA upgrades to restrooms, teen space redesign, HVAC system modernization, elevator replacement, water conservation system installation, electrical system upgrades, adding network ports in reading area and lighting upgrades.

Costs related to non-tangible items, such as project management or design, should be included in the cost of the specific output that they are related to.

List or describe what is included within each output under “Details.” This should include major subtasks for the output, as well as other expenses included in the total cost (e.g. architectural design, construction management, and required permit fees).

Please note: If awarded, a final itemized budget will be required. Awardees should be prepared to provide the cost of each individual output itemized by:
Salaries/Wages/Benefits, Consultant/Contractor Fees,
Supplies/Materials/Equipment.

When completing the budget, please refer to the Building Forward Round 2 Guidelines and Frequently Asked Questions posted at:
<https://www.library.ca.gov/grants/buildingforward>
(<https://www.library.ca.gov/grants/buildingforward>)

Project Output 1

Seismic Moat

Timeline:

Quarter work will begin

Quarter 7

Quarter work will be completed

Quarter 13

Budget:

Total Output Cost

\$6,454,545

Grant Contribution

\$3,227,272

Match Contribution

\$3,227,272

Details

The Output cost includes the construction cost of replacing the seismic moat joint cover around the entire perimeter of the Main Library based on an updated cost estimate received in May 2023. The Output cost also includes Project Controls such as project management costs, Architectural and Engineering fees, planning fees, permits, etc. Also included are construction and project controls and contingencies.

Project Output 2

Roof replacement

Timeline:

Quarter work will begin

Quarter 6

Quarter work will be completed

Quarter 10

Budget:

Total Output Cost

\$6,218,181

Grant Contribution

\$3,109,090

Match Contribution

\$3,109,090

Details

Output cost includes cost of work to various components of the roof, including replacement of the built-up roof and parapet flashings, repair work to the curtainwall clerestory windows and the existing atrium/roof skylights, and work to the roof drainage/plumbing systems. Output cost also includes project controls, including management fees, design fees, permits, etc. as well as project contingencies.

Project Output 3

Timeline:

Quarter work will begin

Quarter work will be completed

Budget:

Total Output Cost

Grant Contribution

\$0

Match Contribution

\$0

Details

Total Project Output Costs:

Total Project Output Costs:

Total Project Output Costs

\$12,672,726

Grant Contribution

\$6,336,363

Match Contribution

\$6,336,363

Project Contingency

Contingency Costs Set Aside

Contingencies are calculated on the sum of the project outputs.

10%

Total Contingency:

Total Project Contingency

\$1,267,272

Grant Contribution

\$633,636

Match Contribution

\$633,636

Grant Administration Costs

Grant Administration Costs

Grant administrative costs are calculated on the sum of the project outputs and contingency.

N/A

Grant Administration Costs:

Total Grant Administration Costs

\$0

Grant Contribution

\$0

Match Contribution

\$0

Grand Total

Grand Total:

Project Grand Total

\$13,939,998

Grant Contribution

\$6,969,999

Match Contribution

\$6,969,999

POWERED BY

wizehive

(<http://www.wizehive.com/>)



October 9, 2023

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

Subject: Building Forward Library Facilities Improvement Program
Jurisdiction/Library: SAN FRANCISCO PUBLIC LIBRARY - SAN FRANCISCO
MAIN LIBRARY
Project: Main Library

Dear Maureen Singleton,

The California State Library is pleased to notify you of our intent to award a Building Forward grant for the project submitted for SAN FRANCISCO PUBLIC LIBRARY - SAN FRANCISCO MAIN LIBRARY -- pending satisfactory completion of the conditions laid out below. Your proposed grant award is: \$6,336,363.00.

Receipt of this letter does not constitute the awarding of grant funds or the start of your grant period. Funds will be awarded and the grant period will begin only after all conditions of funding have been satisfactorily met and approved, supporting documents have been received and approved, and the Grant Agreement and Certification of Compliance have been signed by both parties.

Documents not received within 90 days will result in the forfeiture of this proposed award. Details on requirements are below.

Your organization will be required to provide a matching amount of \$6,336,363.00 to support this project. Match funds must be expended during the grant period and at the same rate as state grant funds. Neither grant funds nor match funds may be spent on unallowable costs, which include work done outside of the grant period and costs associated with outputs not listed below.

This proposed award is intended to fund the following project outputs and related activities listed in the application's budget:

1. Seismic Moat
2. Roof replacement

In order to accept this proposed award, the following special funding conditions must be met:

(1) Applicant organization needs to be corrected and Authorizing Representative verified. Grantees must be cities, counties, or special library districts. In order to proceed, an oversight organization (city or county) must agree to accept the grant funds and administer the project. A letter from the appropriate oversight organization confirming that they will accept grant funds and administer the grant must be submitted within 30 days. The letter should also include the organizations mailing address, a project contact, the authorized representative who will be able to enter into agreements on behalf of the organization, and acknowledgement that a formal resolution will be required. Once approved, an updated intent to fund letter will be created.

Note: Contingency set aside costs were removed from the award because contingency was included in the project outputs. The final budget must have the contingency separate from any outputs to verify that all contingencies are under 10%.

In addition, final supporting documents must be submitted before the State Library will approve this proposed award. Once supporting documents are received and approved by the California State Library, an Award Letter, Grant Agreement, and Certification of Compliance will be distributed. The Grant Agreement and Certification of Compliance must be signed by the designated Authorizing Representative and the State Librarian through DocuSign.

The following supporting documents must be submitted through the State Library's online grant portal at: <https://webportalapp.com/sp/buildingforwardround2>:

- Final Project Budget (attached)
- Final Project Implementation Plan (attached)
- A resolution from the appropriate grantee organization's governing body approving acceptance of grant funds and designating an Authorized Representative who is allowed to enter into agreements on behalf of the organization
- Verification of updated contact information (submitted through the online grant portal)
- A letter from the grantee organization's Chief Financial Officer, Finance Director, or equivalent confirming (1) the immediate availability of matching funds and the detailing the sources of matching funds (required for all grantees required to contribute local matching funds) and/or (2) the immediate availability of any

additional funds outside of the grant and match which will be required to complete the project [required for all grantees with projects costs greater than the grant and match amounts or with projects which are a single component of a larger project (e.g., construction of a new library building or major renovation)]

- If applicable: Current lease(s), including any related ground/land leases, with terms extending at least ten years after the end of the grant period. This is required for all projects involving leased properties
- If applicable: Certification form and report confirming compliance with Executive Order N-6-22 (required for all projects with awards of \$5 million or more)

Final supporting documents must be submitted and any funding conditions addressed by January 18, 2024. Documents not received within 90 days will result in the forfeiture of this proposed award.

Grant and match-funded work cannot begin --or costs be incurred -- prior to the grant start date. The grant start date begins once *both* parties have signed the Grant Agreement and Certification of Compliance, and the grantee has received a fully executed document. If you have any questions about this, please reach out to your grant monitor.

At this time, please acknowledge receipt of this Intent to Award letter by email to your grant monitor no later than October 16, 2023, . Please include a detailed plan and timeline for providing the documents or addressing any special funding conditions listed above.

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 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 this Intent to Award correspondence as part of your official files. If you have any questions, please contact your Grant Monitor.

Looking forward to helping bring this project to completion.

Respectfully yours,


Greg Lucas
California State Librarian

Enclosures: Final Project Budget Form
Final Project Implementation Plan Form
List of Unallowable Costs
Sample Authorizing Resolution
Quarterly Report Summary

cc: Annly Roman
Reed Strege
Libby Carlson

Main Library Moat Repair - Project Budget

5/10/2023

Public Works Buildings Budget Model					
Construction	LF	\$/LF	Budget	Subtotals	Comments
	1,092		3,949,877		Cost estimate dated 5/03/2023
		Rate	Factor		
Escalation - per annum to midpoint of constr		0%	0.0%	-	Cost estimate includes escalation to construction midpt 11-01-2025
Fixed Construction Budget Limit			3,950,000		
Market Conditions Contingency			0.0%	-	Cost estimate includes 10% Market Conditions contingency.
Main Construction Contract Award Amount			3,950,000	3,950,000	
Construction Contingency			15.0%	600,000	New construction within exist shell
Subtotal Main Construction Contract				4,550,000	
Supporting Construction Contract / Other Hard Costs					
Art Enrichment			2%	80,000	2% of Main Constr Award Amount
Better Streets/Curb Cuts Allowance				300,000	
New Utility Services & Temp Power Allowance				-	No new utilities
	LF	\$/LF			
Hazardous Materials Allowance	1,092	150		160,000	Allowance
Total Construction Cost (TCC)				5,090,000	
Project Control					
			Factor		
Client Department Services			0%	-	
DPW Project Management & Public Outreach			5.5%	280,000	
City Administrative Services			1.00%	51,000	Contract Prep: CSO's, Bid Docs
Regulatory Agency Approvals			2.50%	127,000	Civic Design Fee, Permit Fee, Planning Fee, Testing and Inspections
A/E Services			15%	760,000	Includes Assessment
Commissioning/Energy Modeling			0.0%	-	No commissioning
Environmental Services			0.5%	30,000	SAR
CM Services			9%	460,000	
Geotech, Surveys, & Data Collection			0.5%	25,000	
Project Control Contingency			2.00%	102,000	
Total Project Control			36.0%	1,800,000	1,800,000
Extraordinary Start Of Construction Delay - 3 mos.				100,000	Allowance
Extraordinary Inflation Reserve				100,000	Allowance
Total Construction + Project Control				7,090,000	
Finance Costs					
Bond Issuance			0.00%	-	
City Services Audits			0.0%	-	
Total Finance Costs			0.0%	-	
Total Captial Project Budget				7,100,000	LF 1,092 Project \$/LF 6,502
Operating Budget					
Swing Space Rent +TI+Moves	Months	\$/Month			
	0	-		-	
Move In				-	No move-in costs
Department of Technology				-	No DT
FFE - Furniture, Fixtures, and Equipment				-	No FFE
Total Operating Budget				-	
Total Project Budget (Capital + Operating)				7,100,000	

Building Budget - New Construction

7/15/2016

Public Works adjustments to "Professional Estimator" estimate 3/16/15					
Construction	Area (GSF)	\$/GSF	Budget	Subtotals	Comments
Construction - Escalated Dollars					
Building - Offices/Lockers	30,344	-	-		ground level circulation issues
Building - Parking	54,807	132.06	7,237,765		Add 33% = 13,000 GSF on two floors
Sitework	53,848	45.85	2,468,931		Deduct 6,500 GSF bldg footprint
3rd Floor Parking Deck	20,604	105.13	2,166,099		Add 33%
Subtotal	159,603		11,872,794		
Market Conditions contingency		4%	474,912		
Subtotal Construction			12,347,706		
	Rate	Factor			
Escalation to Constr. Midpoint	5%	23.75%		included above	Constr. Midpoint: 10/1/2019
Main Construction Contract Award Amount			12,347,706	12,300,000	
Construction Contingency		10.0%		1,230,000	10% New
Subtotal Main Construction Contract				13,530,000	
Art Enrichment		2%		250,000	
Better Streets/Curb Cuts Allowance				200,000	
New Utility Services Allowance				400,000	
Hazardous Materials Allowance				incl.	
Total Construction Cost (TCC)				14,400,000	
Project Control					
		Factor			
Client Department Services		1.3%	180,000		
DPW Project Management		5.50%	705,000		
City Administrative Services		0.75%	110,000		
Regulatory Agency Approvals		2.50%	270,000		
A/E Services		13.0%	1,635,000		
Commissioning/Energy Modeling		0.5%	70,000		
Environmental Services		0.6%	(50,000)		
CM Services		4%	580,000		
Geotech, Surveys, & Data Collection		0.75%	110,000		
Project Control Contingency		2.0%	330,000		
Total Project Control		30.9%	3,940,000	3,940,000	
Extraordinary Inflation Reserve		2.4%		440,000	10% of 23.75% escalation
Total Construction + Project Control				18,780,000	
Finance Costs					
Bond Issuance		1.5%	282,000		
City Services Audits		0.2%	38,000		
Total Finance Costs		1.7%	320,000	300,000	
Total GO Bond Amount				19,080,000	Total Area: (GSF) 105,755 Project \$/SF 180
FFE - Furniture, Fixtures, and Equipment		3.25%		400,000	% of Principal Construction Contract
Moving Expenses				100,000	
Total Operating Budget				500,000	
Total Project Budget (Capital + Operating)				19,580,000	

Project Control as:	Percent Of	Budget
Project Budget		10,000,000
Construction (TCC)	75%	7,500,000
Project Control	25%	2,500,000
Total		10,000,000

Formula To Calculate
TCC

Project Control as:	Percent Of	Construction (TCC)
Project Budget		10,000,000
Construction (TCC)	NA	7,500,000
Project Control	33.3%	2,500,000
Total		10,000,000

TCC = Project Budget/(1.33)

Project Budget		10,000,000
Construction (TCC)	NA	7,700,000
Project Control	30.0%	2,300,000
Total		10,000,000

TCC = Project Budget/(1.30)

Project Budget		10,000,000
Construction (TCC)	NA	8,000,000
Project Control	25.0%	2,000,000
Total		10,000,000

TCC = Project Budget/(1.25)

**Pick a Project Control Factor (PCF) from the table.
Calculate TCC: Project Budget / (1+PCF) = TCC**

Initial Contract As Percent Of Budget Model Line Item

A/E Services Budget		1,000,000
A/E Scope Contingency (Add Services)	15%	130,000
		870,000

Initial Contract	NA	750,000	TCC = Project Budget/(1.33)
Project Control	33.3%	250,000	
Total		1,000,000	

Project Budget		10,000,000	TCC = Project Budget/(1.30)
Construction (TCC)	NA	7,700,000	

Project Control	30.0%	2,300,000
Total		10,000,000

#7803A Animal Care Control

Consultant List

11/29/2023

Disciplines	% Of Total	Initial Fees
AE Services		\$ 4,000,000
Architecture	50%	\$ 2,000,000
Structural	10%	\$ 400,000
Mechanical	6%	\$ 240,000
Plumbing / Fire Protection	4%	\$ 160,000
Electrical Engineer	2%	\$ 80,000
Code Consulting	0.5%	\$ 20,000
Industrial Hygiene Consulting	0.5%	\$ 20,000
LEED Consulting	1%	\$ 40,000
Architectural Lighting	2%	\$ 80,000
Acoustic	1%	\$ 40,000
Cost Consulting	1%	\$ 40,000
Hardware	1%	\$ 40,000
Spec Writer	1%	\$ 40,000
Preservation Architecture	2%	\$ 80,000
Civil Engineer	4%	\$ 160,000
Security/Technology/IT	2%	\$ 80,000
Vertical Transportation	1%	\$ 40,000
Specialty Consultants A	1%	\$ 40,000
Specialty Consultants B	1%	\$ 40,000
Graphics & Signage Design	1%	\$ 40,000
FFE Specifications	2%	\$ 80,000
Moving Coordinator	0.5%	\$ 20,000
Construction Photography	0.5%	\$ 20,000
Waterproofing/Envelope	2%	\$ 80,000
Resilience	1%	\$ 40,000
Peer Review	2%	\$ 80,000
	100.0%	\$ 4,000,000

Main Library Roof Repair - Project Budget

5/10/2023

Public Works Buildings Budget Model

Construction	LF	\$/LF	Budget	Subtotals	Comments
			3,458,043		Cost estimate dated 5/12/2023
		Rate	Factor		
Escalation - per annum to midpoint of constr	0%	0.0%	-		Cost estimate includes escalation to construction midpt July 01 2025
Fixed Construction Budget Limit			3,460,000		
Market Conditions Contingency		10.0%	300,000		In case there area less than 3-4 bidders.
Main Construction Contract Award Amount			3,760,000	3,760,000	
Construction Contingency		20.0%		800,000	
Subtotal Main Construction Contract				4,560,000	
Supporting Construction Contract / Other Hard Costs					
Art Enrichment		2%		80,000	2% of Main Constr Award Amount
Better Streets/Curb Cuts Allowance				-	No street work
New Utility Services & Temp Power Allowance				-	No new utilities
		GSF	\$/SF		
Hazardous Materials Allowance				200,000	Allowance
Total Construction Cost (TCC)				4,840,000	
Project Control					
			Factor		
Client Department Services		0%	-		
DPW Project Management & Public Outreach		5.5%	270,000		
City Administrative Services		1.00%	48,000		Contract Prep: CSO's, Bid Docs
Regulatory Agency Approvals		2.50%	121,000		Permit Fee, Planning Fee, Testing and Inspections
A/E Services		15%	730,000		Includes Assessment
Commissioning/Energy Modeling		0.0%	-		No commissioning
Environmental Services		1.0%	50,000		SAR
CM Services		9%	440,000		
Geotech, Surveys, & Data Collection		0.5%	24,000		
Project Control Contingency		2.00%	97,000		
Total Project Control		36.5%	1,800,000	1,800,000	
Extraordinary Start Of Construction Delay - 3 mos.				100,000	Allowance
Extraordinary Inflation Reserve				100,000	Allowance
Total Construction + Project Control				6,840,000	
Finance Costs					
Bond Issuance		0.00%	-		No Bond financing
City Services Audits		0.0%	-		
Total Finance Costs		0.0%	-	-	Total Area:
Total Capitial Project Budget				6,840,000	GSF - Project \$/SF #DIV/0!
Operating Budget					
	Months	\$/Month			
Swing Space Rent +TI+Moves	0	-		-	
Move In				-	No move-in costs
Department of Technology				-	No DT
FFE - Furniture, Fixtures, and Equipment				-	No FFE
Total Operating Budget				-	
Total Project Budget (Capital + Operating)				6,840,000	

Building Budget - New Construction

7/15/2016

Public Works adjustments to "Professional Estimator" estimate 3/16/15					
Construction	Area (GSF)	\$/GSF	Budget	Subtotals	Comments
Construction - Escalated Dollars					
Building - Offices/Lockers	30,344	-	-		ground level circulation issues
Building - Parking	54,807	132.06	7,237,765		Add 33% = 13,000 GSF on two floors
Sitework	53,848	45.85	2,468,931		Deduct 6,500 GSF bldg footprint
3rd Floor Parking Deck	20,604	105.13	2,166,099		Add 33%
Subtotal	159,603		11,872,794		
Market Conditions contingency		4%	474,912		
Subtotal Construction			12,347,706		
	Rate	Factor			
Escalation to Constr. Midpoint	5%	23.75%		included above	Constr. Midpoint: 10/1/2019
Main Construction Contract Award Amount			12,347,706	12,300,000	
Construction Contingency		10.0%		1,230,000	10% New
Subtotal Main Construction Contract				13,530,000	
Art Enrichment		2%		250,000	
Better Streets/Curb Cuts Allowance				200,000	
New Utility Services Allowance				400,000	
Hazardous Materials Allowance				incl.	
Total Construction Cost (TCC)				14,400,000	
Project Control					
		Factor			
Client Department Services		1.3%	180,000		
DPW Project Management		5.50%	705,000		
City Administrative Services		0.75%	110,000		
Regulatory Agency Approvals		2.50%	270,000		
A/E Services		13.0%	1,635,000		
Commissioning/Energy Modeling		0.5%	70,000		
Environmental Services		0.6%	(50,000)		
CM Services		4%	580,000		
Geotech, Surveys, & Data Collection		0.75%	110,000		
Project Control Contingency		2.0%	330,000		
Total Project Control		30.9%	3,940,000	3,940,000	
Extraordinary Inflation Reserve		2.4%		440,000	10% of 23.75% escalation
Total Construction + Project Control				18,780,000	
Finance Costs					
Bond Issuance		1.5%	282,000		
City Services Audits		0.2%	38,000		
Total Finance Costs		1.7%	320,000	300,000	
Total GO Bond Amount				19,080,000	Total Area: (GSF) 105,755 Project \$/SF 180
FFE - Furniture, Fixtures, and Equipment		3.25%		400,000	% of Principal Construction Contract
Moving Expenses				100,000	
Total Operating Budget				500,000	
Total Project Budget (Capital + Operating)				19,580,000	

Project Control as:	Percent Of	Budget
Project Budget		10,000,000
Construction (TCC)	75%	7,500,000
Project Control	25%	2,500,000
Total		10,000,000

Formula To Calculate
TCC

Project Control as:	Percent Of	Construction (TCC)
Project Budget		10,000,000
Construction (TCC)	NA	7,500,000
Project Control	33.3%	2,500,000
Total		10,000,000

TCC = Project Budget/(1.33)

Project Budget		10,000,000
Construction (TCC)	NA	7,700,000
Project Control	30.0%	2,300,000
Total		10,000,000

TCC = Project Budget/(1.30)

Project Budget		10,000,000
Construction (TCC)	NA	8,000,000
Project Control	25.0%	2,000,000
Total		10,000,000

TCC = Project Budget/(1.25)

**Pick a Project Control Factor (PCF) from the table.
Calculate TCC: Project Budget / (1+PCF) = TCC**

Initial Contract As Percent Of Budget Model Line Item

A/E Services Budget		1,000,000
A/E Scope Contingency (Add Services)	15%	130,000
		870,000

Initial Contract	NA	750,000	TCC = Project Budget/(1.33)
Project Control	33.3%	250,000	
Total		1,000,000	

Project Budget		10,000,000	TCC = Project Budget/(1.30)
Construction (TCC)	NA	7,700,000	

Project Control	30.0%	2,300,000
Total		10,000,000

#7803A Animal Care Control

Consultant List

11/29/2023

Disciplines	% Of Total	Initial Fees
AE Services		\$ 4,000,000
Architecture	50%	\$ 2,000,000
Structural	10%	\$ 400,000
Mechanical	6%	\$ 240,000
Plumbing / Fire Protection	4%	\$ 160,000
Electrical Engineer	2%	\$ 80,000
Code Consulting	0.5%	\$ 20,000
Industrial Hygiene Consulting	0.5%	\$ 20,000
LEED Consulting	1%	\$ 40,000
Architectural Lighting	2%	\$ 80,000
Acoustic	1%	\$ 40,000
Cost Consulting	1%	\$ 40,000
Hardware	1%	\$ 40,000
Spec Writer	1%	\$ 40,000
Preservation Architecture	2%	\$ 80,000
Civil Engineer	4%	\$ 160,000
Security/Technology/IT	2%	\$ 80,000
Vertical Transportation	1%	\$ 40,000
Specialty Consultants A	1%	\$ 40,000
Specialty Consultants B	1%	\$ 40,000
Graphics & Signage Design	1%	\$ 40,000
FFE Specifications	2%	\$ 80,000
Moving Coordinator	0.5%	\$ 20,000
Construction Photography	0.5%	\$ 20,000
Waterproofing/Envelope	2%	\$ 80,000
Resilience	1%	\$ 40,000
Peer Review	2%	\$ 80,000
	100.0%	\$ 4,000,000

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mike Fernandez, SFPL Finance Office
DATE: November 9, 2023
SUBJECT: Accept and Expend Resolution for SFPL Grant
GRANT TITLE: California State Library - Building Forward Library
Facilities Improvement Grant Award

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).



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

DRAFT



TABLE OF CONTENTS

PROJECT SUMMARY	1
PROCEDURES and REQUIREMENTS	2
A. Term of the Agreement	2
B. Scope of Work	2
C. Budget Detail	3
D. Reports	3
E. Claim Form and Payment	4
F. Grantee's Covenants	6
EXHIBIT A: TERMS and CONDITIONS	7
EXHIBIT B: ADDITIONAL TERMS AND CONDITIONS	23
EXHIBIT C: CERTIFICATION OF COMPLIANCE FORM	30
Certification	34
Authorized Representative Signature	35
EXHIBIT D: STATE REIMBURSABLE TRAVEL EXPENSES	36



PROJECT SUMMARY

Award Agreement between the California State Library and «Fundable_Organization_» for the «JurisdictionLibrary» project.

AWARD AGREEMENT NUMBER «Grant_Number»

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 «Fundable_Organization_» ("Grantee").

This Award Agreement pertains to Grantee's State-funded project at the «JurisdictionLibrary».

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 «Award_Amount» through the process adopted by the State Library in administering such grants.

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



PROCEDURES and REQUIREMENTS

A. . Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until June 30, 2027. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30, 2027, and all grant project costs must be incurred by this date.

B. Scope of Work

1. Pursuant to the California Budget Act for the 2023-2024 Fiscal Year (Senate Bill 101), the State Library hereby allocates to «Fundable_Organization_», a sum not to exceed «Award_Amount» ("Grant Funds"), upon and subject to the terms and conditions of this Grant Agreement for the «JurisdictionLibrary» ("Agreement").
2. Grantee agrees to perform all activities specifically identified in the Grantee's submitted application and award packet.
3. 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. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the 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 - 3/31/2024	Financial Reports, Expenditure Detail, and Narrative Reports Due	5/1/2024
4/1/2024 - 6/30/2024	Financial Reports Due	8/1/2024
7/1/2024 - 9/30/2024	Financial Reports, Expenditure Detail, and Narrative Reports Due	11/1/2024
10/1/2024 - 12/31/2024	Financial Reports Due	2/1/2025
1/1/2025 - 3/31/2025	Financial Reports, Expenditure Detail, and Narrative Reports Due	5/1/2025
4/1/2025 - 6/30/2025	Financial Reports Due	8/1/2025

7/1/2025 - 9/30/2025	Financial Reports, Expenditure Detail, and Narrative Reports Due	11/1/2025
10/1/2025 - 12/31/2025	Financial Reports Due	2/1/2026
1/1/2026 - 3/31/2026	Financial Reports, Expenditure Detail, and Narrative Reports Due	5/1/2026
4/1/2026 - 6/30/2026	Financial Reports Due	8/1/2026
7/1/2026 - 9/30/2026	Financial Reports, Expenditure Detail, and Narrative Reports Due	11/1/2026
10/1/2026 - 12/31/2026	Financial Reports Due	2/1/2027
1/1/2027 - 3/31/2027	Financial Reports, Expenditure Detail, and Narrative Reports Due	5/1/2027
4/1/2027 - 6/30/2027	Financial Reports Due	8/1/2027
7/1/2027 - 9/30/2027	Final Financial, Narrative, and Expenditure Reports Due	11/1/2027

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, including submission and grant monitor approval of the interim and final narrative and financial reports, 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.

F. Grantee's Covenants

In consideration of Grantor's disbursement of the Grant Funds, for a period of ten years following the completion of the grant period, Grantee hereby covenants and agrees as follows:

1. The Grant Funds shall be used for «JurisdictionLibrary».
2. The property shall be held, used, operated, managed and maintained only in a manner that is consistent with this Agreement.
3. Grantee shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the property by competent authority (collectively "Taxes") and shall furnish Grantor with satisfactory evidence of payment upon request. Grantee shall keep the property free from any liens including, without limitation, those arising out of any obligations incurred by Grantee for any labor or materials furnished or alleged to have been furnished to or for Grantee at or for use on the property.



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

The 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, signage, and publications related to the «JurisdictionLibrary» Project.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the 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. Permanent, temporary, or promotional signage, including a dedication plaque or donor wall, should include abbreviated credit language as follows:

"Funding provided by the State of California."; or,

"Project in partnership with the State of California."

- d. This acknowledgement does not need to be any longer than the above examples. Temporary project/promotional signage should include the State Library logo. Acknowledgement is not expected on regular facility signage. State Library staff are available to review any mockups for permanent donor recognition/dedication signage you may have. 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).
- e. 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 and Contact Information: 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 State Library or Grantee. For this purpose, the following contact information is provided below:

«AR_Name»

«AR_Title»

«AR_Org»

California State Library

«Grant_Monitor»

900 N Street

«Applied_Organization_Address_1» Sacramento, CA 95814
«Applied_Organization_Address_2» «Grant_Monitor_Email»
«AR_Email» «Grant_Monitor_Phone»
«AR_Phone»

10. 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.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the 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.
12. 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.
13. 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 State Library.
14. 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.

15. 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 Grant 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.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the State Library and Grantee.
19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the State Library at least 30 days prior to the final deadline.
21. Failure to Perform: The grant being utilized by the Grantee is to benefit the «JurisdictionLibrary» 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 State Library, including, but not limited to, the ten percent (10%) withheld.
22. 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.
23. 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.

24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at 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.
25. 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.
26. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
27. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the 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.
28. 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.
29. 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.

30. 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.
31. 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.
32. 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.
33. 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.
34. 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 Grant Agreement shall not exceed «Award_Amount» 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.

35. 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.

36. 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.

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

- a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. **DocuSign (e-signature platform):** When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. **Grants Management System:** When sent via / uploaded to the State Library Grants Management System, a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. **Personally:** When delivered personally to the 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.
38. 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.
39. 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 or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the 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.
40. 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.
41. 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.
42. 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.

43. 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.*
44. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the State Library.
45. 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 7920, *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.
46. 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.
47. 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.
48. 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.

49. 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.
50. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the 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 final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
 - e. Payment will be provided to cover the expenditures incurred by the Grantee for the project in the following manner:
 - 1) «Allocation_1» 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 «Allocation_2» after the submission and approval of the January 31, 2025 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, 2025, 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, 2025, 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 «Allocation_3» will be made upon submission and approval of the final interim grant report and financial claim form.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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 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.

58. 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.

59. 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.

DRAFT



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 ⁴	For Each Occurrence ¹	Aggregate for Products/ Completed Operation	General Aggregate ²	Umbrella or Excess Liability ³
≤\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
>\$1,000,000 ≤\$15,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
>\$15,000,000 ≤\$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.
 4. "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 «JurisdictionLibrary» 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. Leases: Leases involving 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 need to maintain a lease in place for a period of not less than 10 years following completion of the grant period. Leases (including any ground leases) will require approval from the State Library prior to award and any changes to the lease(s) during the term of the grant period must be distributed to the grantee's grant monitor for approval.
19. 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.

DRAFT



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 administer 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 «Award_Amount». 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 «Fundable_Organization_» will provide a cash match in the amount of «Match_Portion_». 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 under 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.
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 California 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. **CONTACT INFORMATION:** Grantee will provide the State Library with requested project contacts and immediately inform their grant monitor of changes or updates to project contacts.
13. **DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all project staff, will ensure all project materials will meet California accessibility standards.
15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all project staff, agree to comply with all California non-discrimination laws.
16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all project staff, agree to comply with State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name:	Address (official and complete):
PROJECT COORDINATOR	
Name:	
Email:	Phone:
GRANTEE AUTHORIZED REPRESENTATIVE	
Name:	Title:
Email:	Phone:
Signature:	Date:

DRAFT

Authorized Representative Signature

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



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>

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

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

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: 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.

<p>AIRLINE TICKETS: Itinerary and receipts are required</p>	<p>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.</p>
------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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 Two
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)
- Current property lease(s) with a term extending at least ten years after the end of the grant period (required for all projects involving leased property, including any applicable ground leases)
- Certification form and report confirming compliance with Executive Order N-6-22 (required for all projects with award of \$5 million or more)

All relevant documents received and approved by «Grant_Monitor».

Grant Monitor Signature

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mike Fernandez, SFPL Finance Office
DATE: November 9, 2023
SUBJECT: Accept and Expend Resolution for SFPL Grant
GRANT TITLE: California State Library - Building Forward Library
Facilities Improvement Grant Award

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).

From: [Paulino, Tom \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Murdoch, Christine \(LIB\)](#); [Fernandez, Mike \(LIB\)](#)
Subject: Mayor -- Resolution -- Building Forward Library Facilities Improvement Grant
Date: Tuesday, November 28, 2023 2:10:27 PM
Attachments: [Building Forward Round Two Grant.zip](#)

Hello Clerks,

Attached is a Resolution authorizing the San Francisco Public Library to accept and expend a grant in the amount of \$6,336,363 from the California State Library for direct support for the Main Library Seismic Moat and Roofing Replacement Projects for the period starting the date of execution of the Agreement by both parties until June 30, 2027.

Cheers,

Tom Paulino

He/Him

Liaison to the Board of Supervisors

Office of the Mayor

City and County of San Francisco