



December 15, 2023

Brian Sternberg  
Library Services Director  
City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701

Subject: Building Forward Library Facilities Improvement Program  
Jurisdiction/Library: SANTA ANA PUBLIC LIBRARY – NEWHOPE LIBRARY  
LEARNING CENTER  
Grant Number: BF-23-011  
Project: Newhope Library Renovation Project

Dear Brian Sternberg:

This letter confirms the California State Library's award of \$1,086,754 in Building Forward Round Two grant funds to the City of Santa Ana for the Newhope Library Renovation Project at the SANTA ANA PUBLIC LIBRARY – NEWHOPE LIBRARY LEARNING CENTER. These grant funds are intended to be used toward the project outputs detailed in the Intent to Fund letter dated October 9, 2023, and on the last page of this letter.

Per your application and the requirements set forth in Senate Bill 101 (2023/24), the City of Santa Ana will contribute a required local match in the amount of \$271,688 toward the project. Match funds are subject to the same restrictions as grant funds; may not be spent on any unallowable costs; and must be spent during the grant period at the same rate as grant funds.

This grant is governed by the Grant Agreement and Certification of Compliance. These documents, along with the first allocation claim form and certification of Executive Order N-6-22 (required for awards of 5 million or more), will be emailed to your organization's Authorized Representative and must be signed using the DocuSign system.

**Note: Neither grant nor match-funded work can be begin, or any costs be incurred from either grant or match sources, before a fully executed grant agreement has been signed by both parties.**

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

916-323-9759  
csl-adm@library.ca.gov  
www.library.ca.gov

Building Forward Library Facilities Improvement Program  
Page 2

The City of Santa Ana will receive \$543,377 of the award following the fully-signed Grant Agreement and Certification of Compliance. The remaining funds will be made available following the grantee's completion of the requirements outlined in the Grant Agreement and Certification of Compliance document included in the Award Packet, and in accordance with the payment schedule. Awardees may typically expect payment to be issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.

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

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

Best wishes for a successful project.!

Respectfully yours,



Greg Lucas  
California State Librarian

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

**THE BASICS – YOUR GRANT AWARD**

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

Grant #:	BF-23-011
Organization:	City of Santa Ana
Library:	SANTA ANA PUBLIC LIBRARY – NEWHOPE LIBRARY LEARNING CENTER
Project Title:	Newhope Library Renovation Project
Grant Award Amount:	\$1,086,754
Local Match Amount:	\$271,688
Total Project Budget:	\$1,358,442
Grant Period Start Date:	Upon execution of Grant Agreement <b>Note: No related work can begin or costs incurred prior to the execution of the Grant Agreement.</b>
Grant Period End Date:	June 30, 2027
Approved Uses (Outputs):	<ol style="list-style-type: none"> <li>1. HVAC Upgrades and Modernization</li> <li>2. Upgrade Electrical Systems</li> <li>3. Upgrade Fundamental Plumbing Systems</li> <li>4. Fire Protection System Improvements</li> <li>5. Repair and Replace Nonfunctional Interior Doors</li> <li>6. Repair/Upgrade Storefront Doors and Install New Openers</li> </ol>

**REPORTING**

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

**PAYMENTS**

Grant payments will be made based on the payment schedule specified in the Grant Agreement. If applicable, ten percent (10%) of the full grant award may be withheld until the end of the project period. It is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the

time specified in the grant terms and conditions. Note: This 10% is separate from the project contingency (if one was included in the budget).

*Note: it can take up to eight weeks after a completed claim form with no errors has been received before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.*

**GRANT MONITOR CONTACT**

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

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



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



**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 the City of Santa Ana for the Santa Ana Public Library – Newhope Library Learning Center Project**

#### **AWARD AGREEMENT NUMBER BF-23-011**

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 the City of Santa Ana ("Grantee").

This Award Agreement pertains to Grantee's State-funded project at the Santa Ana Public Library – Newhope Library Learning Center.

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 \$1,086,754 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 the City of Santa Ana a sum not to exceed \$1,086,754 ("Grant Funds"), upon and subject to the terms and conditions of this Grant Agreement for the Santa Ana Public Library – Newhope Library Learning Center ("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 Santa Ana Public Library – Newhope Library Learning Center project.
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 Santa Ana Public Library – Newhope Library Learning Center 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:

Brian Sternberg  
Library Services Director  
City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701  
bsternberg@santa-ana.org  
714-647-5296

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

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 Santa Ana Public Library – Newhope Library Learning Center 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 payments.

Grantee 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 \$1,086,754 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 State 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) \$543,377 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 \$434,702 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 \$108,675 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.



## 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 INSURED

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

Construction Contract Amount <sup>4</sup>	For Each Occurrence <sup>1</sup>	Aggregate for Products/ Completed Operation	General Aggregate <sup>2</sup>	Umbrella or Excess Liability <sup>3</sup>
≤\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
>\$1,000,000 ≤\$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 Santa Ana Public Library – Newhope Library Learning Center 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 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.



## 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 \$1,086,754. 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 the City of Santa Ana will provide a cash match in the amount of \$271,688. 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	
<b>Name:</b> Santa Ana Public Library	<b>Address (official and complete):</b> 26 Civic Center Plaza, Santa Ana, CA 92701
PROJECT COORDINATOR	
<b>Name:</b> Maria Castro	
<b>Email:</b> mcastro5@santa-ana.org	<b>Phone:</b> 714-647-5269
GRANTEE AUTHORIZED REPRESENTATIVE	
<b>Name:</b> Brian Sternberg	<b>Title:</b> Library Services Director
<b>Email:</b> BSternberg@santa-ana.org	<b>Phone:</b> 714-647-5296
<b>Signature:</b>  04A5A022A0BE4F3...	<b>Date:</b> 1/3/2024



## Authorized Representative Signature

ORGANIZATION	
<b>Name:</b> Santa Ana Public Library	<b>Address (official and complete):</b> 26 Civic Center Plaza, Santa Ana, CA 92701
AUTHORIZED REPRESENTATIVE	
<b>Signature:</b>  04A5A022A0BE4F3...	<b>Date:</b> 1/3/2024
<b>Printed Name of Person Signing:</b> Brian Sternberg	<b>Title:</b> Library Services Director
STATE OF CALIFORNIA	
<b>Agency Name:</b> California State Library	<b>Address:</b> 900 N Street, Sacramento, CA 95814
<b>Signature:</b>  BDA50981C41C416...	<b>Date:</b> 1/3/2024
<b>Printed Name of Person Signing:</b> Greg Lucas	<b>Title:</b> 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>

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

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

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

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

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



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




**INFRASTRUCTURE – BUILDING FORWARD  
FINANCIAL CLAIM  
1<sup>st</sup> PAYMENT**

<b>Grant Award #:</b>	BF-23-011	<b>Date:</b>	1/3/2024
<b>Invoice #:</b>	BF-23-011-01	<b>PO #:</b>	6948
<b>Payee Name:</b>	City of Santa Ana (Legal name of authorized agency to receive, disburse and account for funds*)		
<b>Complete Address:</b>	26 Civic Center Plaza, Santa Ana, CA 92701 Street Address, City, State, Zip Code (Warrant will be mailed to this address)		
<b>Amount Claimed:</b>	\$543,377.00 (Payable Upon Execution of Agreement)	<b>Type of Payment:</b>	<input checked="" type="checkbox"/> PROGRESS
<b>Grantee Name:</b>	City of Santa Ana (Name on Award Letter and Agreement)		<input type="checkbox"/> FINAL
<b>Project Title:</b>	Newhope Library Renovation Project		<input type="checkbox"/> IN FULL
			<input type="checkbox"/> AUGMENT
<b>For Period From: upon execution to end of grant period</b>			

**CERTIFICATION**

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

By   
04A5A022A0BE4F3...

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

Brian Sternberg

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

Library Services Director

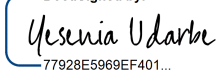
\_\_\_\_\_  
(Title)

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

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

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

ITEM NO: 6120-1613-0001, Chapter 12, Statutes of 2023  
REPORTING STRUCTURE: 61202000  
PROGRAM #: 5312

By   
77928E5969EF401...

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

Date 1/4/2024

**GOVERNMENT AGENCY TAXPAYER ID FORM**

2000 Evergreen Street, Suite 215

Sacramento, CA 95815

www.fiscal.ca.gov

1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal  
Government  
Agency Name

Santa Ana

Remit-To  
Address (Street  
or PO Box)

20 Civic Center Plaza

City

Santa Ana

State CA

Zip Code+4

92701-4010

Government Type:

☒ City☐ County☐ Special District☐ Federal☐ Other (Specify)

Federal  
Employer  
Identification  
Number  
(FEIN)

956000-785

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit  
Name

Santa Ana Public Library

Complete  
Address

26 Civic Center Plaza, Santa Ana, CA 92701

Dept/Division/Unit  
Name

Complete  
Address

Dept/Division/Unit  
Name

Complete  
Address

Dept/Division/Unit  
Name

Complete  
Address

Contact Person

Title

Phone number

E-mail address

Signature

DocuSigned by:

04A5A022A0BE4F3...

Date

1/3/2024