



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor Luis Alejo, seconded by Supervisor Mary L. Adams to:

**Agreement No.: A-15088**

- a. Approve and authorize the Library Director and/or her Designee to accept a grant from the California State Library in the amount of \$250,000 to purchase a new North County Bookmobile; and
- b. Approve and authorize the Library Director and/or her Designee to sign an agreement with Farber Specialty Vehicles, Inc., effective March 1, 2021 through March 31, 2022 in an amount not to exceed \$370,000 to construct and deliver the Bookmobile.

PASSED AND ADOPTED on this 12<sup>th</sup> day of January 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 12, 2021.

Dated: January 12, 2021

File ID: A 21-009

Agenda Item No.: 36

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

A handwritten signature in cursive script that reads "Julian Lorenzana".

Julian Lorenzana, Deputy

**..Title**

- a. Approve and authorize the Library Director and/or her Designee to accept a grant from the California State Library in the amount of \$250,000 as a portion of funding designated to a purchase of a new North County Bookmobile. The purchase of the new Bookmobile is anticipated to cost approximately \$370,000 (inclusive of taxes) and the unfunded portion will be augmented by the approval of CIP (Capital Improvements Project) in the amount of \$120,000, approval of which was granted by the Board Supervisors on June 2, 2020.
- b. Approve and authorize the Library Director and/or her Designee to purchase a new North Bookmobile, not to exceed \$370,000 using the grant received from the California State Library in the amount of \$250,000.00 and the rest of the funding in the amount of \$120,000 through the approved Capital Improvements Project approved by the Board of Supervisors on June 2, 2020.

**...Report**

**RECOMMENDATION/SUMMARY:**

It is recommended that the Board of Supervisors:

Approve and authorize the Library Director and/or her Designee to accept a grant from the California State Library in the amount of \$250,000 as a portion of funding designated to a purchase of a new North County Bookmobile. The purchase of the new Bookmobile is anticipated to cost approximately \$370,000 (inclusive of taxes) and the unfunded portion will be augmented by the approval of CIP (Capital Improvements Project) in the amount of \$120,000, approval of which was granted by the Board Supervisors on June 2, 2020.

**DISCUSSION:**

The Monterey County Free Libraries provides three Bookmobiles to serve areas of the County unable to effectively reach, access, or use a branch library. Included in a regular rotation of stops are communities with no branch building, schools, senior living facilities, and other community gathering areas. The Bookmobile serving the North area of the County is a 1993 Thomas Bus, with frequent breakdowns, and significant time off the road for repairs.

In April 28, 2020, the Monterey County Free Libraries applied for a grant from the California State Library, was granted the award and will receive complete funding for \$250,000 by June 23, 2021. In addition, on June 6, 2020, a Capital Improvement Project was created to replace the North County Bookmobile, with an estimated project cost of \$370,000. As part of the County budget process for FY 2020-21 the Board of Supervisors approved the funding of the difference - in the amount of \$120,000.

State Grant	\$250,000
CIP funding	<u>\$120,000</u>
Total Estimated cost	\$370,000

The Monterey County Free Libraries worked with Contracts and Purchasing, and issued an RFP for the Bookmobile. The RFP included both required elements and options so each vendor could provide recommendations with cost options. Five vendors submitted proposals, and a team of five scored the proposals, with the highest scoring response from Farber Specialty Vehicles, Inc. After negotiation with Farber Specialty Vehicles, the final development and options for the Bookmobile was selected. The build time is expected to be about 300 days, putting the new Bookmobile in Monterey County serving the public well in time to meet the California State Library Grant deadline.

Bookmobiles serve many additional functions, and those functions have expanded during the COVID-19 pandemic. This Bookmobile will be equipped with the ability to act as a roving hot spot, to serve communities during designated route stops and in emergency functions, as the South County Bookmobile did during the fires in 2020, when it provided the wireless internet access for the San Lorenzo Valley Fairgrounds when used as an emergency shelter. This new Bookmobile is equipped to carry a wide variety of materials and technology, expanding the service and purpose of a stop from just item selection and check out to programming, technology access, connectivity, and more. Elements of the vehicle can be powered with the engine, a gasoline generator, electric batteries, shoreline connection, and solar panels. With the reliability of a new vehicle; along with added fuel efficiency, generator capacity, and flexibility; stops can be expanded and retooled, as we have new communities throughout the County that need public library service, and greater needs for connectivity and educational programming. Bookmobile service is a core element of the Monterey County Free Libraries Strategic Plan, and this is an opportunity to significantly enhance the program with a new vehicle.

#### OTHER AGENCY INVOLVEMENT:

Contracts and Purchasing and Fleets Services assisted and reviewed the RFP Process and criteria and provided a rater for scoring the proposals.

#### FINANCING:

Monterey County Free Libraries will use the \$250,000 grant from the State of California and the rest of the portion of the anticipated purchase cost, in the amount of \$120,000, will come from County CIP Funding (Project #61108), approved by the Board of Supervisors on June 2, 2020.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The purpose of the purchase of the bookmobile is to serve areas of the County unable to effectively reach, access, or use a branch library. Included in a regular rotation of stops are communities with no branch building, schools, senior living facilities, and other community gathering areas.

     Economic Development  
     Administration

- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Jacqueline C. Bleisch, Administrative Services Office, (831) 883-7576  
Approved by: Hillary Theyer, Library Director, (831) 883-7566

DocuSigned by:  
*Jacqueline Bleisch*/2021 | 1  
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*Hillary Theyer*  
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Attachments:

- County Standard Agreement – MCFL with Farber Specialty Vehicles
- CA State Grant Award to purchase a Bookmobile
- CIP Project #61108 North County Bookmobile
- BOS Order of approval – CIP Project
- RFP award to Farber Specialty Vehicles
- Farber Specialty Vehicles Quotations

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Farber Specialty Vehicles, Inc.  
\_\_\_\_\_,  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:**

shall construct for and deliver to the Purchaser a 2021 FARBER BOOKMOBILE upon meeting the specifications and drawings designed by Farber per Monterey County Free ~~Liberal approval~~

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 370,000.00

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from March 1, 2021 to March 31, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** Farber Specialty Vehicles, Inc. Quotation

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or



errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES:**

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Monterey County Free Libraries Jacqueline C. Bleisch Library Administration Manager	Farber Specialty Vehicles, Inc. Ken Farber President
Name and Title	Name and Title
188 Seaside Circle Marina, CA 93933	7052 Americana Parkway, Columbus, Ohio 43068
Address	Address
Phone:	Phone:

**15.0 MISCELLANEOUS PROVISIONS.**

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Farber Specialty Vehicles, Inc.

Date: \_\_\_\_\_  
DocuSigned by:  
*Hillary Theyer*

Contractor's Business Name\*

By: \_\_\_\_\_  
67A9664F60B2432...  
Department Head (if applicable)

DocuSigned by:  
By: *Kea Farber*  
A39B8111ECA546...  
Signature of Chair, President, or Vice-President) \*

Date: \_\_\_\_\_  
1/26/2021 | 8:57 AM PST

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: 12/16/2020 | 9:23 AM PST  
Name and Title

Approved as to Form<sup>1</sup> \_\_\_\_\_  
DocuSigned by:  
*Marina Pantchenko*  
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DocuSigned by:  
By: *Nick Farber*  
4839C...  
Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) \*

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_  
1/26/2021 | 3:13 PM PST

Approved as to Fiscal Provisions<sup>2</sup> \_\_\_\_\_  
DocuSigned by:

By: \_\_\_\_\_  
*Gary Giboney*  
D3834BFEC1D8449...

Name and Title

Date: \_\_\_\_\_  
Auditor/Controller

Date: 12/16/2020 | 3:09 PM EST

Approved as to Liability Provisions<sup>3</sup> \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_  
Risk Management

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required  
<sup>2</sup>Approval by Auditor-Controller is required  
<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**EXHIBIT-A**

**To Agreement by and between  
Monterey County Free Libraries, hereinafter referred to as "County"  
AND  
Farber Specialty Vehicles, Inc., hereinafter referred to as "CONTRACTOR"**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

*See attached Quotes and payment provisions*

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/PAYMENT**

County shall pay an amount not to exceed \$370,000.00 (inclusive of taxes) and for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Payment to be made in the following manner;

- a. Upon the signing of this Agreement forty percent (40%) of total contract  
One Hundred Thirty-Seven Thousand Seven Hundred Six DOLLARS (\$137,706.00).
- b. Upon delivery of the vehicle to the Purchaser.  
Two Hundred Six Thousand Five Hundred Sixty DOLLARS (\$206,560.00).

There shall be no travel reimbursement allowed during this Agreement.

**B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.





April 28, 2020

Hillary Theyer  
Monterey County Free Libraries  
188 Seaside Circle  
Marina, CA 93933

Dear Ms. Theyer,

This letter constitutes the California State Library's approval of a \$250,000 local assistance grant to the Monterey County Free Libraries, for North County Bookmobile, funded by the Shared Vision/Bringing the Library to You grant program. The grant is effective for the period beginning April 28, 2020, and ending March 31, 2022.

The primary grant monitor on this project is Beverly Schwartzberg. She can be contacted at 916-701-6880, e-mail [beverly.schwartzberg@library.ca.gov](mailto:beverly.schwartzberg@library.ca.gov).

This grant is governed by the project plan and budget outlined in your application (amended, if requested) and the award terms and conditions, including the Monterey County Free Libraries's assurances that it will use project-specific evaluation tools, participate in project evaluation activities, and provide all necessary data to satisfy any State Library reporting requirements.

Please return and sign the enclosed claim and certification forms. Best wishes for a successful project.

Respectfully yours,

*Greg Lucas*

Greg Lucas  
California State Librarian

Enclosures

Cc: Colette Moody  
Rebecca Wendt  
Beverly Schwartzberg

**THE BASICS – YOUR GRANT AWARD**

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

Award #:	SVBT-023
Library/Organization:	Monterey County Free Libraries
Project Title:	North County Bookmobile
Award Amount:	\$250,000

**APPROVED BUDGET**

Personnel	\$
Travel	\$
Supplies/Materials	\$
Equipment (\$5,000 or more per unit)	\$250,000
Consultant Fees	\$
Services (contracted)	\$
Project Total	\$250,000
Indirect Cost	\$
Grant Total	\$250,000

Start Date:	April 28, 2020
End Date:	March 31, 2022
Please understand that processing of grant payments can take from six to eight weeks before delivery. If you have not received your payment after eight weeks, please contact your grant monitor.	

**REPORTING**

The Monterey County Free Libraries must provide two mid-project financial and narrative reports as outlined in the grant terms and conditions (January 31, 2021; July 31, 2021); final financial and narrative reports by April 30, 2022; and updates upon request. Please send your reports to Colette Moody: [colette.moody@library.ca.gov](mailto:colette.moody@library.ca.gov) | Fiscal Office, California State Library, P.O. Box 942837, Sacramento, CA 94237-0001.

**PAYMENTS**

This award will be made in two payments (90% for first payment; 10% upon completion of final report). The grant recipient must fulfill all project reporting requirements and expend all funds, or return all unspent grant funds, by the time specified in the grant terms and conditions.

**CONTACT**

We want your project to be successful. Please work with this grant monitor in implementing your project:

Grant Monitor:	Beverly Schwartzberg
Phone Number:	916-701-6880
Email Address:	<a href="mailto:beverly.schwartzberg@library.ca.gov">beverly.schwartzberg@library.ca.gov</a>

California State Library  
Fiscal Office  
PO Box 942837  
Sacramento, CA 94237-0001

Grant Agreement & Certification of Compliance  
North County Bookmobile  
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Cover page – Summary and Contact Information

## **SUMMARY AND CONTACT INFORMATION**

**This first page is a summary of the application information for North County Bookmobile: Shared Vision/Bringing the Library to You Project.**

**Grantee Name:** Monterey County Free Libraries

**Grantee Award Number:** SVBT-023

**Grant Awarded Amount:** \$250,000

**First Payment (90%):** \$225,000

**Final Payment (10%):** \$25,000

**Authorized official:** Hillary Theyer, Library Director, Monterey County Free Libraries

**Project Lead:** Hillary Theyer, Project Coordinator

**Organization Address:**

Monterey County Free Libraries, 188 Seaside Circle

Marina, CA 93933

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Section 1: Terms and Conditions, Page 1 of 5

## **North County Bookmobile GRANT AGREEMENT AND CERTIFICATION OF COMPLIANCE**

This is the North County Bookmobile Grant Agreement (award number SVBT-023) and Certification of Compliance between the California State Library and Monterey County Free Libraries, henceforth referred to as Grantee.

The Grantee designated above hereby certifies to the California State Library that the grant of \$250000 will be used solely to carry out the program set forth in its North County Bookmobile application as approved, and/or as amended and approved by the California State Librarian.

### **TERMS AND CONDITIONS**

The Grantee and its named or designated fiscal agent (if applicable) hereby assures the California State Library that:

1. It is mutually understood between the parties that this grant award may have been made before the availability of appropriated funds was ascertained. This was done for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
2. This grant award is valid and enforceable only if sufficient funds are made available to the California State Library in the Enactment Year 2019 State Budget for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitation, or conditions enacted by the Legislature and approved by the Governor, which may affect the provisions, terms or funding of this grant award in any manner.
3. It is mutually agreed that if sufficient funds are not appropriated for the program, this grant award shall be amended to reflect any reduction in funds.
4. It is mutually agreed that the grant application and the timeline included therein are part of the grant agreement.
5. The complete North County Bookmobile GRANT AGREEMENT and CERTIFICATION OF COMPLIANCE shall constitute the grant agreement for the project.

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6. The Grantee shall report to the State Librarian in such form and containing such information as may be required to enable the California State Library to administer the grant. The Grantee shall keep records and afford access to records concerning the grant as the California State Librarian finds necessary to assure the correctness and verification of grant reports.
7. The expenditure under this program shall not be used to supplant Grantee efforts in other programs.

This agreement is subject to the provisions of the Budget Act of 2019, Chapter 23 of the Statutes of 2019. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under the Act.

1. The terms of this agreement shall be upon execution until the end of the grant period, but shall be subject to termination by the State Librarian upon notice to the grantee at least thirty (30) days prior to the effective date of termination. The State Librarian may extend the final deadline for good cause. Request for extension beyond the final deadline of the end of the grant period must be received at least 30 days prior in writing to that deadline at the State Librarian's office.

In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports and/or materials prepared up to the date of termination, and the State Librarian shall determine, and pay the grantee for necessary and appropriate expenditures and obligations to the date of termination which have not been covered by prior installments previously paid to the Grantee. 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 60 days of the notice of termination.

2. The State Librarian may at any time during the term of this agreement review, audit, and inspect the project for compliance with this agreement.
3. The California State Library shall be acknowledged in all promotional materials and publications related to the North County Bookmobile project.
4. Original material produced with these grant funds may be copyrighted by the Grantee or its assignees. However, the California State Library reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, 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

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- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

The foregoing provision specifically authorizes the California State Library to mount copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

5. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Grantee of his/her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its 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 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 subcontractor.
6. Grantee has the right to perform services for others during the term of this agreement.
  - a. Grantee has the right to perform the services required by this agreement at any location or at any time during the grant period, following the agreed-upon timeline.
  - b. Grantee shall furnish all equipment and materials used to provide the services required by this Agreement.
  - c. Grantee, Grantee's employees or contract personnel shall perform all services required by this Agreement; and beyond general monitoring and administration of the grant contract, the State Library shall not hire, supervise or pay any personnel to assist Grantee.
  - d. The State Library shall not provide any training to Grantee, Grantee's employees or contract personnel with the skills necessary to perform the services required by this Agreement.
  - e. The State Library shall not require the Grantee, Grantee's employees or contract personnel to devote full time to performing the services required by this Agreement.
7. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, its agents, and employees from any and all claims and losses 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.

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8. In the event of a dispute, Grantee shall file a "Notice of Dispute" with the State Library within ten (10) days of discovery of the problem. Within ten (10) days, the grant monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Grantee and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the State Librarian or designated representative of each organization for resolution. The decision of the State Librarian or designated representative shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal. The existence of a dispute not fully resolved shall not delay Grantee to continue with the responsibilities under this Agreement which are not affected by the dispute.
9. Federal and State Taxes: The State Library shall not
  - a. Withhold FICA (Social Security and Medicare 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.
10. 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.
11. Workers' 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.
12. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical conditions (cancer), age (over 40), marital status, and denial of family care leave. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.
13. Exclusive Agreement: This is the entire Agreement between the State Library and the Grantee.

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14. **Severability:** If any part of this Agreement is held unenforceable, the remainder of the Agreement will remain in full force and effect.
15. **Applicable Law:** The laws of the State of California govern this Agreement.
16. **Notices:** All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
  - a. When delivered personally to the recipient's address as stated in this Agreement;
  - b. Three days after being deposited in the U.S. Mail, postage prepaid addressed to recipient's address as stated in this Agreement
  - c. When sent by Fax or e-mail to the last Fax or e-mail address of the recipient known to the party giving notice. Notice is effective upon receipt.



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Section 2: Payments, Reports and Claims, Page 1 of 2

## PAYMENTS, REPORTS AND CLAIMS

### LIMITATION OF EXPENDITURE

Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations.

Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the State Library grant monitor. This would be to increase any allotment not more than 10% with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

### PAYMENTS

Payment will be provided to cover the expenditures incurred by the Grantee for the project in the following manner:

- **Initial Payment of 90% of Approved Award Amount (\$225,000):** upon execution of the agreement and submission of claim and certification by Grantee.
- **Payment of 10% of Approved Award Amount (\$25,000):** on project completion and upon the submission of required final narrative and financial reports, no later than June 30, 2022.

If the amount of payment made by the California State Library shall exceed the actual expenses during the term of this agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall refund to the California State Library the amount of such excess payment.

### REPORTS AND CLAIMS

The Grantee shall make all required reports and claims to the California State Library.

- i. The Grantee shall be responsible for the submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library. The financial reports shall reflect the expenditures made by the Grantee under the Agreement. The financial reports may be incorporated into the same reporting structure as the narrative reports. The financial reports shall be submitted by the following dates, by the following dates:
  - a. **First Grant Reports (mid-project narrative and financial) (covering start of grant-December 2020: January 31, 2021**

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Section 2: Payments, Reports and Claims, Page 2 of 2

- b. **Second Grant Reports (mid-project narrative and financial) (covering January 2021-June 2021): July 31, 2021**
  - c. **Final Grant Reports (final narrative and financial): upon the completion of the grant project and/or no later than April 30, 2022**
- II. **To obtain payment hereunder, the Grantee shall submit authorized claims provided by the California State Library for that purpose. For properly submitted claims, the California State Library agrees to reimburse the Grantee as soon thereafter as State fiscal procedures permit.**
- III. **The final 10% of the grant award is payable only if the Grantee is on schedule to fulfill all project requirements in the time specified in the award. The project grant monitor must also approve the project reports. Failure to provide timely reports is a breach of a Grantee's administrative duty under the award, which may result in State audit exceptions against the State and the loss of grant funds. The State Librarian may extend the final deadline for good cause. Request for extension beyond the ending date of the grant period, must be received at least 30 days prior in writing to that deadline by the grant monitor.**

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Section 3: Grant Term and Award Documentation

## **GRANT TERM AND AWARD DOCUMENTATION**

Award #: SVBT-023

Approval Date: April 28, 2020

Grantee: Monterey County Free Libraries

Project Name: North County Bookmobile: Mobile Libraries

Funding Start Date: **\*\*upon execution\*\*** and not before April 28, 2020

Approved Funds: \$250,000

Term: upon execution – March 31, 2022, or upon earlier completion of project

## **PAYMENT SCHEDULE**

- 90% of award amount of approved funds in the amount of \$225000, payable upon execution of agreement and submission of claim and certification
- 10% of award amount of approved funds in the amount of \$25000, payable upon submission of final project narrative and financial reports

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Section 3: Grant Term and Award Documentation

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**FOR INTERNAL USE ONLY - Billing Information**

Appropriation Encumbered (designate where applicable) for: **Monterey County Free Libraries**

ITEM NO: **6120-217-0001, Chapter 23, Statutes of 2019**

PURCHASING AUTHORITY NUMBER: **CSL-6120**

Reporting Structure: **61202000**

COA: **5432000**

Program #: **5312**

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Section 4: Information Notice, Page 1 of 1

## **ATTENTION**

Attached following is the claim for payment and the project certification. These two forms must be completed, signed (with original signatures), and returned to:

**California State Library  
Fiscal Office – Local Assistance  
State Funded Projects  
P.O. Box 942837  
Sacramento, CA 94237-0001**

These forms must be submitted as soon as possible to avoid delay in receiving funds. You should retain copies of the claim and certification of compliance for your files.

You should receive your payment within 6-8 weeks upon submission. If you have further questions, please feel free to contact Bev Schwartzberg ([beverly.schwartzberg@library.ca.gov](mailto:beverly.schwartzberg@library.ca.gov)) or 916-701-6880.

Thanks!

California State Library  
Fiscal Office  
PO Box 942837  
Sacramento, CA 94237-0001

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Monterey County Free Libraries, Invoice# SVBT-023-001  
Section 5: Claim for Payment, Page 1 of 1

### FINANCIAL CLAIM FIRST PAYMENT

ENY: 2019  
ITEM NO: 6120-217-0001, Chapter 23, Statutes of 2019  
PURCHASING AUTHORITY NUMBER: CSL-6120  
REPORTING STRUCTURE: 61202000  
COA: 5432000  
PROGRAM #: 5312  
SCHEDULE NO:  
SCHEDULE DATE:

Date: \_\_\_\_\_

Claim of: Monterey County Free Libraries

Address: \_\_\_\_\_

Amount Claimed: \$225,000

Grant Award Number: SVBT-023

For Period From: upon execution to end of grant period

Type of Payment	<b>PROGRESS</b>	FINAL	IN FULL
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Payable Upon Execution of Agreement

### CERTIFICATION

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

By \_\_\_\_\_  
(Signature of the authorized representative)

\_\_\_\_\_  
(Print name)

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

State of California, State Library Fiscal Office

by \_\_\_\_\_ Date \_\_\_\_\_  
(State Library Representative)

MAIL ONE ORIGINAL SIGNATURE TO:  
California State Library  
Fiscal Office – Local Assistance  
State Funded Programs  
PO Box 942837  
Sacramento, CA 94237-0001

California State Library  
Fiscal Office  
PO Box 942837  
Sacramento, CA 94237-0001

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Section 6: Program Certification, Page 1 of 1

Grantee: Monterey County Free Libraries  
Grant Number: SVBT-023

*PLEASE COMPLETE AND RETURN THIS PAGE*  
**CERTIFICATION OF COMPLIANCE**

- I. I certify that I am the legally designated representative for the Grantee named above, and am authorized to receive and expend funds for the conduct of this program.
- II. 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; that as the authorized representative of the Grantee, I commit to the conditions of this award and have the legal authority to do so.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
Authorized representative

\_\_\_\_\_  
Print name and title of authorized representative

\_\_\_\_\_  
E-mail address of authorized representative

\_\_\_\_\_  
Street address of named Grantee Organization

\_\_\_\_\_  
City

\_\_\_\_\_  
County

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone of authorized rep.

\_\_\_\_\_  
Program Lead, if different than above

\_\_\_\_\_  
Type or print name and title of Program Lead

\_\_\_\_\_  
Telephone of Program Lead

\_\_\_\_\_  
Email address of Program Lead

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PO Box 942837  
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«Project\_Title»  
«LibraryOrganization\_Name»,

Section 6: Program Certification, Page 1 of 1



<i>ITD Department Fund</i>		<i>100,000</i>		<i>100,000</i>
ITD - 1441 Schilling Place, 1st Floor - Cayenne Room Acoustic Upgrades Only	PWP 2019-22	111,003		111,003
<i>ITD Department Fund</i>		<i>111,003</i>		<i>111,003</i>
<b>Information Technology Total</b>		<b>\$211,003</b>		<b>\$211,003</b>

Department	Project #	20/21	21/22	22/23	23/24	24/25	Total
<b>Library</b>							
Library - North County - Bookmobile	61108	370,000					370,000
<i>California State Library Grant</i>		<i>250,000</i>					<i>250,000</i>
<i>Cannabis Tax Assignment</i>		<i>120,000</i>					<i>120,000</i>
Library - Countywide - Replace Reading Safari Vehicle	L-2019-07	220,000					220,000
<i>Foundation for MCFL</i>		<i>220,000</i>					<i>220,000</i>
<b>Library Total</b>		<b>\$590,000</b>					<b>\$590,000</b>

Department	Project #	20/21	21/22	22/23	23/24	24/25	Total
<b>Natividad Medical Center</b>							
NMC - 1441 Constitution Boulevard, Salinas - Radiology Modernization	B16-2016-059	7,848,408	1,662,102				9,510,510
<i>NMC</i>		<i>7,848,408</i>	<i>1,662,102</i>				<i>9,510,510</i>
NMC - 1441 Constitution Boulevard, Salinas - Nurse Call Replacement	B16-2016-066	1,200,400	1,799,600				3,000,000
<i>NMC</i>		<i>1,200,400</i>	<i>1,799,600</i>				<i>3,000,000</i>
NMC - 1441 Constitution Boulevard, Salinas - Interior Design Upgrades - Building Wide	B16-2016-069	450,000	500,000	500,000	500,000		1,950,000
<i>NMC</i>		<i>450,000</i>	<i>500,000</i>	<i>500,000</i>	<i>500,000</i>		<i>1,950,000</i>
NMC - 1441 Constitution Boulevard, Salinas - Furniture for Patient Areas & Ergo Equipment	B16-2016-084	450,000			500,000		950,000
<i>NMC</i>		<i>450,000</i>			<i>500,000</i>		<i>950,000</i>
NMC - 1441 Constitution Boulevard, Salinas - Refresh of Med Surg and ICU	B16-2016-096	1,163,400					1,163,400
<i>NMC</i>		<i>1,163,400</i>					<i>1,163,400</i>
NMC - 1441 Constitution Boulevard, Salinas - General IT Equipment Replacement	B16-2016-148	747,850	500,000	500,000	500,000		2,247,850
<i>NMC</i>		<i>747,850</i>	<i>500,000</i>	<i>500,000</i>	<i>500,000</i>		<i>2,247,850</i>