

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

Grant Agreement & Certification of Compliance  
North County Bookmobile  
Monterey County Free Libraries, SVBT-023  
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

## **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.

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

- 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.

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.

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.

## 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**

- 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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PO Box 942837  
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North County Bookmobile  
Monterey County Free Libraries, SVBT-023  
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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Grant Agreement & Certification of Compliance  
North County Bookmobile  
Monterey County Free Libraries, SVBT-023  
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) or 916-701-6880.

Thanks!

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

Grant Agreement & Certification of Compliance  
North County Bookmobile  
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

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## 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)

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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

Grant Agreement & Certification of Compliance  
North County Bookmobile  
Monterey County Free Libraries, SVBT-023  
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

California State Library  
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«Award\_Number»  
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Grant Agreement & Certification of Compliance  
«Project\_Title»  
«LibraryOrganization\_Name»,

Section 6: Program Certification, Page 1 of 1