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Office of Public School Construction Application Number:

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**GENERAL INFORMATION**

Grantee Name: \_\_\_\_\_

School Name: \_\_\_\_\_

Grant Amount: \_\_\_\_\_ of which \_\_\_\_\_ is Financial Hardship  
Assistance.

Authority: \_\_\_\_\_ [relevant Bond  
Act(s)]

SFP Program Funding Source: \_\_\_\_\_  
(e.g., New Construction, Modernization)

Future Priority Funding Rounds: \_\_\_\_\_  
(first priority funding window, second priority funding window)

**PROJECT DESCRIPTION**

Type of Work: \_\_\_\_\_ (e.g.,  
Installation of Portable Classrooms and/or other ancillary facilities, including necessary site  
work, etc.)

Number of Portable Classrooms: \_\_\_\_\_

Agreement includes grants for ancillary facilities, as follows: \_\_\_\_\_  
\_\_\_\_\_

Financial Hardship Approval Date: \_\_\_\_\_

Financial Hardship Status is valid until: \_\_\_\_\_ (date)

This project scope and resulting funding determination relied on the following  
documentation and state agency approvals:

- The Application for Natural Disaster Assistance (Form SAB 195), executed by the  
District Representative on XXXXX.
- Plan Approval letter from the California Department of Education dated XXXXX
- Division of the State Architect Approval letter(s) dated XXXXX for DSA  
Application Number(s) YYYY.

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- Financial Hardship Approval Letter from the Office of Public School Construction dated XXXXX.
- Bridge Financing Approval Letter from the Office of Public School Construction dated XXXXX.

A copy of the documentation listed here is available as part of the project file maintained by OPSC and is also retained by the District for purposes of the project audit.

Grants are to be used in accordance with the provisions contained in the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 2, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10) and this Agreement.

The Grantee shall not make any change to the Project that would require a Change of Scope, without the State Allocation Board first approving the change to the Project.

**GRANT DESCRIPTION**

The Grant funds are awarded generally for purposes of the lease or the purchase of portable classrooms and/or ancillary facilities for school districts impacted by a natural disaster for which the Governor has declared a state of emergency.

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**Grant funds are to be used in accordance with the original proposed scope of work and the terms of this Agreement. The Grantee shall not make any changes to the scope of work without the prior written approval of the State Allocation Board.**

**TERMS AND CONDITIONS OF GRANT****A. Definitions**

Terms not defined below shall have the same meaning as set forth in SFP Regulation Section 1859.2.

"Act" means the Leroy F. Greene School Facilities Act of 1998 (Education Code, Title 1, Division 1, Part 10, Chapter 12.5, commencing with Section 17070.10).

"Agreement" means a contract to do or not to do a certain thing and refers to this Grant Agreement.

"Change of Scope" means the addition or deletion of any work that would change the approved Grant amount for the Project or require updated state agency approval(s). This includes, but is not limited to, changes to site acquisition acres, or buildings, including but not limited to classrooms, multipurpose rooms, gymnasiums, administration buildings, restrooms, and libraries/media centers, and any changes to the size of those buildings, the type of building (e.g. portable, modular, or permanent), or the location on the school site of those buildings.

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“Expenditure Report” means the Form SAB 50-06 Expenditure Report and all required supplementary documentation, including but not limited to a detailed listing of project expenditures organized by fund source and provided at an object-code-level of accounting detail, pursuant to the California School Accounting Manual, that shall include fields to identify information including, but not limited to dates, payees, warrant numbers, and the description and purpose of the expenditures as described in California Code of Regulations, Title 2, Regulation Section 1859.104.

“Financial Hardship” means State funding for all or a portion of the Grantee’s matching share required by School Facility Program Regulation Section 1859.77.1 or 1859.79.

“Form SAB 195” means the *Application for Natural Disaster Assistance* (Form SAB 195) (New xx/25), which is incorporated by reference.

“Fund Release Application” means the Form SAB 50-05, Fund Release Authorization, and all required supplementary documentation, which includes but is not limited to this Agreement, pursuant to the Act and the Regulations.

“Grantee Representative” means the authorized representative of a school district (as defined in California Code of Regulations, Title 2, Regulation Section 1859.2), charter school, or joint powers authority, as applicable, who signed this Agreement for Grants.

“Interim Housing” means the rental or lease of Classrooms used to house pupils temporarily displaced as a result of the modernization or construction of classroom facilities; or the lease or purchase of Classrooms or ancillary facilities including but not limited to, restrooms, administrative space, or minimum essential facilities obtained due to a natural disaster for which the Governor has declared a state of emergency, pursuant to Education Code Section 17075.20.

“Project” means the purposes for which the Grantee has applied for the Grants detailed in this Agreement.

“Office of Public School Construction (OPSC)” means the office within the California Department of General Services that administers this grant program on behalf of the Director of the Department of General Services.

“Savings” means Grants not used by the Grantee for the Project, pursuant to Regulation Section 1859.103, achieved by the Grantee’s efficient and prudent expenditure of Grants.

“School District” shall have the meaning set forth in Education Code Sections 17070.15(m) and 17073.25.

“School Facility Program (SFP)” means the programs implemented under the Act.

“State” means the State of California.

“Unfunded List (Lack of AB 55 Loans)” means an information list of unfunded projects that was created due to the state’s inability to provide interim financing from the Pooled Money

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Investment Account (AB 55 loans) to fund school construction project as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.  
(Authority: SFP Regulation 1859.2)

**B. Term of Grant Agreement**

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Project. This Agreement becomes effective on the date the State Allocation Board approves the Project for either an Apportionment or placement on the Unfunded List (Lack of AB 55 Loans). This Agreement terminates once (1) all Grants and the Grantee's matching funds, including interest generated by the Grants, is expended, and when all of the Parties' obligations under this Grant Agreement are fully satisfied, or (2) if the Board rescinds the unfunded approval or apportionment, or (3) if the Grantee withdraws its Form SAB 195.

**C. Project Execution**

1. The Board hereby awards to the Grantee a sum of money (Grants)  
\$ \_\_\_\_\_ in consideration of and on condition that the sum be  
expended in carrying out the purposes as set forth in the description of the Project in this  
Agreement and its attachments and under the Terms and Conditions set forth in this  
Agreement.

Grants may also be expended for the purposes of a future high priority Capital Outlay project as the result of Savings, or for the purposes of reimbursement, pursuant to SFP Regulation Section 1859.90.4.

(Authority: New Construction: Education Code Sections 17072.20 and 17070.63; New Construction and Modernization: SFP Regulations Article 8 commencing with Section 1859.70;)

2. Prior to the release of any funding for the Project, Office of Public School Construction staff has completed the following steps to finalize the Project funding amount outlined in this Agreement, as necessary:

i. The Form SAB 195 was accepted on \_\_\_\_\_ (date) and deemed  
to meet the definition of an Approved Application. The Grantee was provided written  
notification of any deficiencies and given 24 hours to remedy the identified deficiency(s)  
in order to retain the date upon which it was received.

ii. Upon confirmation of an Approved Application, Office of Public School Construction staff reviewed the Form SAB 195 for compliance with School Facility Program Regulations and verified eligibility for all available program grants. The Grantee was provided written notification of all deficiencies and/or changes necessary and given 15 calendar days to respond and remedy the identified deficiencies and/or changes necessary.

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iii. Upon review of the submitted corrections, Office of Public School Construction staff provided the Grantee written notification of any final deficiencies and required a response within four business days.

iv. Upon receipt of the final amendments to the Form SAB 195, the Office of Public School Construction staff and the Grantee agreed that the Project was ready for presentation to the Board for either an Apportionment or placement on the Unfunded List (Lack of AB 55 Loans).

(Authority: SFP Regulation Sections 1859.2, 1859.70, 1859.90, 1859.93, 1859.93.1; and Office of Public School Construction process)

3. Grantee certifies that the Project complies with all laws and regulations applicable to the Project.

(Authority: Form SAB 195 certifications)

1. Grantee certifies that the Project complies with all labor and public contract laws, as applicable.

Project Execution Signature

All laws and regulations noted in Sections (i), (ii), (iii), and (iv) above have been, and will be, followed, as applicable.

X \_\_\_\_\_ Date

(Authority: Form SAB 195 certifications)

**D. Receiving and General Usage of Funds**

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Grant.

Grant funds shall be released in one installment. The fund release shall occur on or about, provided this Agreement has been fully executed and the State Allocation Board provides its approval, at the \_\_\_\_\_ (Month, Year Board date) meeting.

Funds are to be expended in accordance with the scope of work identified in the Grant Description. Expenditures associated with the scope of work made prior to the effective date of the agreement, may be considered eligible costs.

### **E. Program Reporting Requirements**

As a condition of this Grant, the following information shall be submitted to the Office of Public School Construction:

- No later than \_\_\_\_\_ (or as soon as contracted) the Grantee will submit documentation confirming funds have been encumbered along with a copy of the encumbrance documents and a copy of the plan approval letter from the Division of State Architect.
- No later than \_\_\_\_\_ the Grantee will submit an annual project status report until project completion.
- In perpetuity, the Grantee will report any insurance and other government disaster proceeds received for the same scope of work as this project.

### **F. Record Retention**

Grantee shall maintain satisfactory financial accounts, documents, and records for the Grant, at a Project-specific level of detail. All financial accounts, documents and records for the project must be retained until an audit by the Office of Public School Construction has been conducted and completed.

Financial accounts, documents, and records may be retained electronically.

If the school district submitted a web-based five-year facilities master plan, the website and all links must remain accessible until the State Controller's Office has certified the audit for the project.

### **G. Repayment of Grant Funds**

Upon notification from OPSC of any amounts to be repaid to the State, the Grantee shall remit a warrant in the amount due within 60 calendar days.

### **H. Conflict of Interest**

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the Grant being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair

Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

#### **I. Compliance with Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 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 Grantee is notified that 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 Executive Order 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.

#### **J. Severability**

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

#### **K. Electronic Filing**

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

#### **L. Supplement, Not Supplant**

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Grant. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Grant, even if those laws and regulations are not specifically cited in this Agreement.

#### **M. Exact Duplicate**

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

#### **SIGNATURES**

**The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.**

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<u>NAME OF GRANTEE REPRESENTATIVE (PRINT)</u>	<u>PHONE NUMBER</u>
<u>SIGNATURE OF GRANTEE REPRESENTATIVE</u>	<u>DATE</u>
<u>NAME OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE</u>	<u>DATE</u>
<u>SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE</u>	<u>DATE</u>