

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**029-01**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**BOARD OF CORRECTIONS**

CONTRACTOR'S NAME

**COUNTY OF SAN MATEO**

2. The term of this Agreement is: **May 16, 2002 through March 31, 2006**

3. The maximum amount of this Agreement is: **\$ 21,105,000.00**  
**Twenty-One Million, One Hundred Five Thousand Dollars And No Cents.**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A -- Construction Grant Contract Standard Conditions	17 pages
Exhibit B -- Project Description and Budget	10 pages
Exhibit C -- General Terms and Conditions	4 pages
Exhibit D -- Federal Assurances	4 pages

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**COUNTY OF SAN MATEO**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**MARK CHURCH, President, San Mateo County Board of Supervisors**

ADDRESS

**400 County Center  
Redwood City, CA 94063**

**STATE OF CALIFORNIA**

AGENCY NAME

**BOARD OF CORRECTIONS**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**WILLIAM J. CROUT, Deputy Director**

ADDRESS

**600 Bercut Drive, Sacramento, CA 95814-0185**

*California Department of General  
Services Use Only*

Exempt per:  
State Contracting Manual Section 4.06

**STATE OF CALIFORNIA**

**CONSTRUCTION GRANTS PROGRAM  
GRANT CONTRACT BETWEEN THE  
STATE BOARD OF CORRECTIONS**

**AND**

**COUNTY OF SAN MATEO**

This grant contract is made this 16th day of May, 2002, between the State of California, acting by and through the State Board of Corrections, hereafter referred to as the "Board" and

**County of San Mateo**

a county duly organized, existing and acting pursuant to the laws of the State of California, hereafter referred to as the "Grantee,"

**WHEREAS:**

1. This grant contract is authorized by Chapter 106, State Statutes of 2001 funded under the Federal Violent Offender Incarceration and Truth-In-Sentencing Grant Program administered by the Office of Justice Programs, U. S. Department of Justice.
2. The Grantee has made formal application for a grant for the construction project hereafter described and has been determined by the Board to be eligible for funding.
3. The Board grant contract number for this project is 029-01 and the Board has authorized grant funding of the project hereafter described in an amount not exceeding:  
Twenty-one million, one hundred five thousand dollars and no cents. (\$21,105,000.00).
4. This grant contract is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

**NOW THEREFORE**, the parties agree as follow:

**SECTION 1. TERM AND AWARD PERIOD**

The term of this grant contract shall begin on May 16, 2002, and shall remain in effect until the project is completed in accordance with the terms hereinafter specified or unless terminated pursuant to applicable conditions of this grant contract. The construction must be complete by March 31, 2006, unless the Board finds that unavoidable delays occurred and approves a project extension.

## **SECTION 2. PROJECT DESCRIPTION**

The name of the facility and address of the project is San Mateo County Juvenile Hall, 21 Tower Road, San Mateo, California 94402.

The project shall be known as San Mateo County Youth Services Center.

The project generally consists of six (6) 30-bed living units in three separate buildings; detached school building; dining room/kitchen; intake, administration, and medical building; recreation area, and all necessary support space for a total of 180 secure detention beds. The project includes a 30-bed girls' camp and required support space located outside the secure perimeter of the detention facility.

## **SECTION 3. ASSURANCES AND SUBMITTALS**

Grantee agrees to the following assurances and submittals:

- A. The construction project shall be built to enable compliance with all laws, ordinances and regulations, including Titles 15, 19, and 24, California Code of Regulations (CCR), and Grantee agrees that grant and cash (hard) matching funds shall not supplant funds otherwise dedicated or appropriated for construction activities.
- B. If applicable as described in Exhibits A and D, flood insurance for the facility subject to construction shall be acquired and maintained pursuant to the provisions of the Flood Disaster Protection Act of 1973, and proof of flood insurance shall be provided to the Board within 60 days.
- C. (Federal Funds Only.) Grantee will maintain an Equal Employment Opportunity Plan (EEOP) if the grant award is more than \$25,000. If the grant award is \$500,000 or more, Grantee shall also submit its EEOP to the Federal Office for Civil Rights (OCR) and submit a copy of the federal approval letter to the Board. If Grantee has been found in EEOP compliance by a federal agency within the past 12 months, documentation in lieu of the above, which includes the federal letter of compliance, may be submitted to the Board. In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on grounds of race, color, religion, national origin, sex, or disability against the Grantee, the Grantee will forward a copy of the finding to OCR.
- D. Quarterly invoice and progress/final reports and all required audit reports shall be submitted to the Board in a timely manner as specified in Exhibit A.
- E. Grantee agrees to comply with all conditions of this grant contract, all standard grant contract conditions as contained in Exhibit A, all budget items and conditions as contained in Exhibit B, all conditions of the nondiscrimination clause as contained in Exhibit C, and all federally required assurances as contained in Exhibit D.

## SECTION 4. PROJECT OFFICIALS

- A. The Board's Executive Director or designee shall be the Board's representative for administration of the grant contract and shall have authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under this grant contract. Disputes shall be resolved in accordance with the provisions of Exhibit A.
- B. The Grantee has appointed a County Construction Administrator as identified below. Grantee agrees that its County Construction Administrator shall be its representative for the administration of the grant contract and shall have full authority to act on behalf of the Grantee. Grantee agrees that all communications given to its County Construction Administrator shall be binding as if given to the Grantee. Grantee agrees that any documents required to be submitted to the Board, including but not limited to, quarterly progress reports and final project summary reports, shall be certified for accuracy and signed by its County Construction Administrator.

County Construction Administrator: Paul T. Scannell  
Title: Assistant County Manager  
Address: 400 County Center  
City, State, Zip: Redwood City, CA 94063-1662  
Telephone: 650-363-4131  
Facsimile: 650-363-1916  
E-mail: pscannell@co.sanmateo.ca.us

- C. The Grantee has appointed a Project Financial Officer as identified below. Grantee agrees that its Project Financial Officer shall be responsible for establishing an official project file and a separate account for depositing of grant funds as required in Exhibit A, and ensuring that project accounting procedures and practices are in accordance with generally accepted government accounting principles and practices (see Accounting Standards and Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs) with adequate supporting documentation maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation, to the accounting records, to the financial reports and billings. Grantee agrees that all fiscal documents, including all invoices and expenditure statements, required to be submitted to the Board shall be certified for accuracy and signed by its Project Financial Officer.

Project Financial Officer: Reyna Farrales  
Title: Deputy County Manager  
Address: 400 County Center  
City, State, Zip: Redwood City, CA 94063-1662  
Telephone: 650-363-4130  
Facsimile: 650-363-1916  
E-mail: rfarrales@co.sanmateo.ca.us

- D. The Grantee has appointed a County Project Contact Person as identified below. Grantee agrees that its County Project Contact Person shall be responsible for coordinating and transmitting information to the Board and receiving and disseminating information from the Board. Grantee agrees that all communications given to its County Project Contact Person shall be binding as if given to the Grantee.

County Project Contact Person: Paul T. Scannell  
Title: Assistant County Manager  
Address: 400 County Center  
City, State, Zip: Redwood City, CA 94063-1662  
Telephone: 650-363-4131  
Facsimile: 650-363-1916  
E-mail: pscannell@co.sanmateo.ca.us

- E. Either party may change its project representatives upon written notice to the other party.

## **SECTION 5. INCORPORATION OF DOCUMENTS AND GRANTEE COMMITMENTS**

This grant contract incorporates the following documents:

- A. Exhibit A, Construction Grant Contract Standard Conditions.
- B. Exhibit B, Project Description and Budget.
- C. Exhibit C, General Terms and Conditions.
- D. Exhibit D, Federal Assurances.
- E. Title 15, California Code of Regulations, is incorporated herein by reference.
- F. Title 19, California Code of Regulations, is incorporated herein by reference.
- G. Title 24, California Code of Regulations, is incorporated herein by reference.
- H. County Staffing Plan approved by the Board of Corrections, is incorporated herein by reference.
- I. Flood Disaster Protection Act of 1973 is incorporated herein by reference.
- J. California Environmental Quality Act (CEQA) is incorporated herein by reference.
- K. *Accounting Standards and Procedures for Counties*, California State Controller, Division of Local Fiscal Affairs, is incorporated herein by reference.
- L. *Construction Grants Program: Grant Contract Administration and Audit Guide*: Board of Corrections, is incorporated herein by reference.
- M. Grantee's project proposal(s) or modification(s) submitted to and approved by the Board are incorporated herein by reference and made a part of this grant contract.
- N. Upon their completion, all Grantee assurances and submittals, and final architectural drawings and specifications submitted to and approved by the Board, or any changes approved by the Board, are incorporated herein by reference and made a part of this grant contract.

In the event of any inconsistency in the grant contract documents, except as otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1) the Grant Contract; 2) Exhibit B; 3) Exhibit A; 4) Titles 15, 19, and

24, CCR; 5) Exhibit C; 6) the Grantee's proposal(s), modification(s), and submittals; 7) final architectural drawings and specifications; and, 8) Exhibit D.

Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this grant contract, including all incorporated documents.

## **SECTION 6. GRANT AMOUNT AND LIMITATION**

In no event shall the Board be obligated to pay any amount in excess of the grant award of \$21,105,000.00. Grantee waives any and all claims against the Board, the State of California, and the federal government on account of project costs which may exceed the sum of \$21,105,000.00 (twenty-one million, one hundred five thousand dollars and no cents).

## **SECTION 7. CASH (HARD) MATCH AND PROGRAM INCOME**

Subject to all terms and provisions of this grant contract, the Grantee agrees to appropriate and spend cash hard matching funds in the amount of \$34,232,318.00 which equals at least the amount of the grant divided by nine. Grantee agrees to expend cash hard matching funds on a schedule that is at least pro-rata with the percentage expenditure of grant funds. (Cash match expended for individual consultant fees [e.g., architectural/engineering consultants, construction management consultants, environmental impact report consultants, etc.] for daily consultant activities cannot exceed \$450 per day/consultant. This cap applies only to fees paid to individual consultants and does not apply to fees paid to companies or firms retained by the Grantee for consultant services.)

Cash hard matching funds cannot be spent for activities that occurred before May 16, 2002, or following the scheduled construction completion date of March 31, 2006. Cash hard matching funds must be spent in accordance with the terms and provisions of Exhibit B and the final invoice and project summary report must be submitted on or before May 15, 2006, which is 45 days following scheduled construction completion. Grantee agrees that cash hard matching funds do not supplant funds otherwise dedicated or appropriated for construction activities. Grantee agrees that any proceeds realized from site preparation activities (e.g., salvage value of structures demolished or the proceeds from the sale of timber) shall be applied to the project (program income) and used to reduce the total cost of the project.

## **SECTION 8. IN-KIND (SOFT) MATCH**

This project does not contain in-kind match.

## **SECTION 9. AVAILABILITY OF FUNDS**

Grantee agrees that the Board's obligation to pay any sums to the Grantee under any provision of this grant contract is contingent upon the availability of sufficient funds. This grant contract is valid and enforceable only if sufficient funds are made available by

the Legislature and by Congress. This grant contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or any statute enacted by Congress which may affect the provisions, terms or funding of this grant contract in any manner. As identified in Exhibit A, Grantee agrees that this grant contract may be terminated at any time by the Board, at its option, where it appears that there will be lack of grant funds available to fulfill this grant contract, provided that after such termination, the Grantee shall be entitled to an amount which equals the eligible project costs which have been incurred by the Grantee prior to such termination.

#### **SECTION 10. COMPLETION OF PROJECT**

Grantee agrees to proceed expeditiously with, and complete, the project in accordance with the grant application, timelines, benchmarks, plans, and specifications as approved by the Board and/or as incorporated in all provisions of this grant contract. Grantee acknowledges and understands that failure to meet application assurances, construction timelines, benchmarks, plans, and specifications as approved by the Board and/or as incorporated in all provisions of this grant contract, may result at any time in award adjustments or grant contract termination by the Board.

#### **SECTION 11. PAYMENT OF PROJECT COSTS AND WITHHOLDING OF GRANT DISBURSEMENTS**

Grant funds cannot be used for activities that occurred before May 16, 2002, or following the scheduled construction completion date of March 31, 2006. Grant funds must be spent by the Grantee in accordance with the terms and provisions of Exhibit B, and the final invoice and project summary report must be submitted to the Board, on or before May 15, 2006, which is 45 days following scheduled construction completion. Any grant funds not expended by the Grantee by May 15, 2006, will revert to the Board for reallocation or return to the state or federal government. Grantee agrees to timely pay any and all costs connected with the project including, without limitation, any and all project costs exceeding the Board share of the project costs. The Board may withhold all or any portion of grant funds in the event of grant contract violations or insufficient County funds to complete the project. Additionally, at such time as the balance of grant funds remaining to be disbursed to the Grantee reaches 20 percent (20%), the Board shall withhold that amount as security, to be released to the Grantee upon complying with all grant provisions, including staffing and operating the facility within 90 days of project completion consistent with Title 15, CCR, receipt and approval of the final audit, final project summary, and final construction inspection and approval by appropriate officials.

**IN WITNESS THEREOF**, the parties have executed pages one through seven of this grant contract, including attached Exhibits A, B, C, and D, on the dates set forth below:

**STATE BOARD OF CORRECTIONS**

**By:** \_\_\_\_\_  
**Signature of Executive Director or Designee**

**William J. Crout, Deputy Director**  
**Name and Title**

**Date:**

**"GRANTEE"**

**County of: San Mateo**

**By:** \_\_\_\_\_  
**Signature**

**Mark Church, President, San Mateo County Board of Supervisors**  
**Name and Title**

**Date:**



## EXHIBIT A

### CONSTRUCTION GRANT CONTRACT STANDARD CONDITIONS

#### ARTICLE 1. DEFINITIONS

The following terms shall have the meaning hereafter ascribed to them unless the context clearly requires a contrary meaning:

"Board" means the State of California Board of Corrections.

"Construction Bidding" means receiving and accepting a bid to complete the project.

"Construction Documents" means architectural plans and specifications that are 100 percent (100%) complete and generally include: completed specifications with bid proposal documents; completed construction documents; and, special interest items (any corrections, modifications, or additions made to the documents).

"Construction" means the building of the Board-approved project by the successful bidder/contractor. Construction generally begins with site preparation/excavation, demolition, and ends with the completion of the project and acceptance by the county.

"Design Development" means architectural plans and specifications that are 50 percent (50%) complete and generally include: outline specifications (detention hardware, equipment, and furnishings); floor plans (to scale with dimensions, room designations, references, wall types, and ratings); building sections (heights and dimensions); interior elevations; and, preliminary structural, mechanical, and electrical drawings.

"Eligible Project Costs" means, except as otherwise provided, reasonable and necessary project costs actually incurred in construction of the project as specified in Exhibit B attached to and made a part of this grant contract, and which are otherwise eligible for grant funding pursuant to this grant contract and federal and state laws, rules, regulations, guidelines, and policies.

"Environmental Impact Report" (EIR) means a report as defined in the California Environmental Quality Act (CEQA).

"Financial Plan" means arrangements by the Grantee to finance its portion of the project cost, including reserves for cash flow during the construction period.

"Fixed Equipment and Fixed Furnishings" means those items that are built-in or otherwise permanently affixed.

"Grantee" means the contractor identified on the Standard Agreement.

"Hard (Cash) Match" means cash spent by the Grantee for eligible expenditures as specified in Exhibit B attached to and made a part of this grant contract, and which are otherwise eligible for match expenditure pursuant to this grant contract and federal and state laws, rules, regulations, guidelines, and policies.

"In-Kind (Soft) Match" means the value of personnel, land, or services dedicated to the project by the Grantee for eligible expenditures as specified in Exhibit B attached to and made a part of this grant contract, and which are otherwise eligible for match expenditure pursuant to this grant contract and state laws, rules, regulations, guidelines, and policies.

"Ineligible Project Costs" means, except as otherwise provided, all costs which are not eligible for grant funding pursuant to this grant contract and federal and state laws, rules, regulations, guidelines, and policies even though incurred by the Grantee, including those that are determined by the Board to be unreasonable or unnecessary costs.

"National Environmental Policy Act" (NEPA) is the basic national charter for protection of the environment. Its requirements apply to any federal project, decision, or action, including grants in aid that might have a significant impact on the quality of the human environment. For more information please refer to the regulations contained in the *Program Guidance on Environmental Protection Requirements* booklet, dated March 1, 2000, distributed by the U.S. Department of Justice, Office of Justice Programs.

"Occupancy" means the placement and continued housing of offenders in a detention facility.

"Operating Cost Statement" means an assessment of costs (staff, utilities, maintenance, etc.) to operate the portion of the facility subject to the project for its life cycle.

"Program Statement" refers to the descriptions of operational practices as delineated in Title 24, section 13-201(c) 3. The program statement is intended to provide the basis for interpreting architectural plans.

"Project" means the construction effort as specified in this grant contract and in Exhibit B attached to and made a part of this grant contract.

"Rated Beds" means the number of beds dedicated to housing adult/juvenile offenders for which a facility's single- and double-occupancy cells/rooms or dormitories were planned and designed in conformity to the standards and requirements contained in Titles 15 and 24, CCR (minimum standards for adult and juvenile detention facilities). Special use cells/rooms used for medical, disciplinary, holding, and safety purposes are not considered in the rated bed capacity of a facility.

"Schematic Design" means architectural plans and specifications that are 30 percent (30%) complete and generally include: a site plan; floor plan; exterior elevations and cross sections; type of construction; and, actual gross floor area.

"Staffing Plan" means a statement of how the facility will be staffed 7 days a week, 24 hours a day, in compliance with Title 15, CCR.

"Standard Agreement" refers to the express, written contractual document between the State of California and the Grantee County.

"Supplant" means the use of grant funds and/or cash (hard) matching funds to replace funds otherwise dedicated or appropriated for construction activities.

## **ARTICLE 2. PROJECT COSTS**

A. Project costs or items eligible for grant funding are those identified in Exhibit B. Project costs eligible for grant funding may include, but are not limited to:

1. Construction of the Board-approved detention facility project, including site preparation.
2. Fixed equipment items (e.g., heating, ventilation, air conditioning, plumbing, lighting, communications, surveillance, security and life/safety equipment, etc.) as necessary for the operation of the detention facility.
3. Fixed furnishings items (e.g., built-in and/or permanently affixed counters, tables, cabinets, seats, etc.) as necessary for the operation of the detention facility.
4. Installation of existing fixed equipment and furnishings as necessary for the operation of the detention facility.

B. Project costs or items which are ineligible for grant funding and cash (hard) match credit include but are not limited to:

1. Site acquisition costs, including costs of purchase, lease, rent, or mortgage.
2. Off-site costs, including access roads and utilities development, outside of a reasonable buffer zone surrounding the perimeter of the security fence, detention facility building, and parking lot.
3. Needs assessment costs.
4. Detention facility personnel and operational costs and related costs of supplies.
5. Construction management functions (ineligible for grant funds; eligible for cash [hard] match only if performed by consultants or contractors outside the regular county work force).
6. Architectural programming and design (ineligible for grant funds; eligible for cash [hard] match only if performed by consultants or contractors outside the regular county work force).
7. Landscaping.
8. Soil and water contamination assessment/mitigation.

9. Excavation of burial sites.
10. Moveable equipment and moveable furnishings.
11. Preparation of Environmental Impact Reports (ineligible for grant funds; eligible for cash (hard) match only if performed by consultants or contractors outside the regular county work force).
12. Bonus payments for early completion of work.
13. Interest charges for late payments.
14. Interest on bonds or any other form of indebtedness required to finance project costs.
15. Costs outside the scope of the Board-approved project.
16. Fines and penalties due to violation of or failure to comply with federal, state or local laws, ordinances, or regulations.
17. Personal injury compensation or damages arising out of or connected with the project, whether determined by adjudication, arbitration, negotiation, or otherwise.
18. All costs incurred in violation of the terms, provisions, conditions, or commitments of this grant contract.
19. Travel and per diem costs.
20. All costs attributable to county building permit fees, sewer/utility use or unit fees, and/or building inspection fees.
21. All costs arising out of or connected with contractor claims against the Grantee, or those persons for whom the Grantee may be vicariously liable, including, but not limited to, any and all costs related to defense or settlement of such claims.
22. Maintenance costs.
23. Supplanting of existing construction, programs, projects, or personnel.
24. All costs arising out of or attributable to Grantee's malfeasance, misfeasance, mismanagement, or negligence.

C. Grantee agrees to appropriate and spend cash as hard matching funds of at least the amount of the grant divided by nine. To qualify as match, Grantee expenditures must be for budget items identified in Exhibit B and be for the project funded by the Board.

### **ARTICLE 3. GRANTEE'S GENERAL RESPONSIBILITY**

Grantee is solely responsible for design, construction, operation, and maintenance of the project as identified in Exhibit B of this grant contract. Review and approval of plans, project specifications, or other documents by the Board, is solely for the purpose of proper administration of grant funds by the Board and shall not be deemed to relieve or restrict the Grantee's responsibility.

### **ARTICLE 4. GRANTEE ASSURANCES AND COMMITMENTS**

#### **A. Compliance with Laws and Regulations.**

This grant contract is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable federal and state laws, rules, and regulations, and all applicable local ordinances, specifically including, but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances.

#### **B. Fulfillment of Assurances and Declarations.**

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in the grant application, documents, amendments, and communications filed in support of its request for grant funds including adoption of a Board approved staffing plan for staffing and operating the facility in accordance with state standards within 90 days of construction completion.

#### **C. Use of Grant Funds.**

Grantee shall expend all grant and identified matching funds solely for eligible project costs. Grantee shall, upon demand, remit to the Board any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this grant contract. Any grant funds so remitted to the Board shall include interest equal to the rate earned by the State Pooled Money Investment Account.

#### **D. Permits and Licenses.**

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

#### **E. Compliance with Deliverables, Drawings, and Specifications.**

Grantee agrees that deliverables, drawings, and specifications, upon which prime and subcontracts are awarded, shall be the same as those submitted to and approved by the Board.

F. Prime and Subcontracting Requirements.

In accordance with the provisions of this grant contract, the Grantee may contract with public or private contractors of services for activities necessary for the completion of the project. Grantee agrees that in the event of an inconsistency between the grant contract, its Exhibits and Grantee's Agreement for Construction with a contractor, the grant contract and its Exhibits will prevail. Grantee shall ensure that the contractor complies with all requirements of the grant contract and all instructions of the County Construction Administrator regarding compliance with the grant contract.

Grantee assures that for any contract awarded by the Grantee, such insurance (e.g., fire and extended coverage, workers' compensation, public liability and property damage, and "all-risk" coverage) as is customary and appropriate will be obtained.

The Grantee shall require the contractor to post payment and performance bonds, each of which shall be in an amount not less than 100 percent (100%) of the contract price, if the contract amount is equal to or in excess of the amount for which payment and performance bonds are required by law and ordinance.

Certain changes to the project and/or in the Grantee's Agreement for Construction with a contractor are subject to approval by the Board. Minor modifications to the project do not require Board approval but must be documented and reported on routine progress reports to the Board. The following changes require prior written approval of the Board:

1. Changes which affect the design or scope of the project.
2. Changes which impact compliance with Titles 15, 19, and 24, CCR, or which affect security, fire and life safety of the facility.
3. Changes which extend the project completion date, materially change the Agreement for Construction with the contractor or change the total amount of the grant contract.
4. Change in approved budget categories or Divisions, or movement of dollars between budget categories or Divisions (except for movement of dollars from Contingency to other approved budget categories) as indicated in Exhibit B.

Grantee agrees that its County Construction Administrator will give prompt notification in writing to the Board of the above events and report any modifications to the Agreement for Construction with its contractor.

Grantee agrees that its contractor will list construction costs according to the Divisions of the Schedule of Values as specified in Exhibit B. Since certain portions of the project may not be eligible for grant funding in all requests for reimbursement, the Grantee's contractor shall separately list work not eligible for

grant funding, and the County Construction Administrator shall identify such work for the contractor.

Grantee agrees that it is the County Construction Administrator's responsibility to provide a liaison between the County, the Board, and its contractor. Grantee agrees that its contractor is not responsible nor required to engage in direct discussion with the Board or any representative thereof, except that the contractor shall in good faith exert its best effort to assist the Grantee in fully complying with all requirements of the grant contract.

Grantee agrees to place appropriate language in all contracts for work on the project requiring the Grantee's contractor(s) to:

1. Books and Records.

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a minimum of three years after acceptance of the final (grant project) audit under the grant contract, and shall be subject to examination and/or audit by the Board or designees, state government auditors or designees, or by federal government auditors or designees.

2. Access to Books and Records.

Make such books, records, supporting documentations, and other evidence available to the Board or designees, the Department of General Services, the Department of Finance, the Bureau of State Audits, their designated representatives, and federal government auditors or designees, during the course of the project and for a minimum of three years after acceptance of the final (grant project) audit under the grant contract, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, the Grantee agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this grant contract.

3. Nondiscrimination.

See Exhibit C. (10).

4. Access.

Permit the Board, or its authorized agents, to have access to the project staff and facilities whenever project activities are in progress

and ensure that the contractor(s) will provide proper facilities for access, monitoring, and inspection.

5. Contractor Advisement.

Be advised that the primary source of funding for the Agreement for Construction is the state grant, and that the county may not have funds to finance the Agreement for Construction independently of the state grant. The contractor shall in all ways cooperate with the county and the Board in maintaining a good working relationship. The contractor shall cooperate as instructed by the County Construction Administrator in resolving any disputes arising under the grant.

G. Award of Contracts to Other Parties.

Promptly, upon awarding of a contract to a public or private contractor, the Grantee shall advise the Board of the award and shall supply at a minimum such information or documentation relevant to this project as may be required by the Board.

**ARTICLE 5. PROJECT ACCESS**

The Grantee shall insure that the Board, or any authorized representative, will have suitable access to the project activities and site(s) at all reasonable times during project implementation.

**ARTICLE 6. FLOOD INSURANCE**

Grantee shall acquire and maintain any flood insurance made available to it under the Flood Disaster Protection Act of 1973. The insurance shall be in an amount at least equal to the total eligible project costs, excluding cost of land and uninsurable improvements, or to the maximum limit of coverage made available under the Flood Disaster Protection Act of 1973, whichever is less, for the entire useful life of the project. This condition shall not be applicable if, on the date of execution of the grant contract by both parties, flood insurance was not available pursuant to the Flood Disaster Protection Act of 1973 for property in the project location. This condition shall not be applicable if the project location is outside the boundaries of a special flood hazard area delineated on a Flood Hazard Boundary Map or Flood Insurance Rate Map which has been issued by the Department of Housing and Urban Development, Federal Insurance Administration. This condition shall not be applicable if the total value of improvements insurable under the Flood Disaster Protection Act of 1973 is less than \$10,000.



## **ARTICLE 7. RECORDS**

The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions that have been taken with respect to the project, in accordance with generally accepted government accounting principles.

The Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all project funds as specified in Article 13.

The Grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including Board-grant funds and any matching funds by the Grantee and the total cost of the project. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Supporting documentation for matching funds, goods or services shall, at a minimum, include the source of the match, the basis upon which the value of the match was calculated, and when the matching funds, goods, or services were provided. Receipts, signed by the recipient of donated goods and/or services should be issued and a copy retained. Generally accepted government accounting principles and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation for the purpose of determining compliance with PCC § 10115 et seq., GC § 8546.7 and 2 CCR § 1896.60 et seq.

Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured. All Grantee records relevant to the project must be preserved a minimum of three years after acceptance of the final (grant project) audit, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Board or designees, by state government auditors or designees, or by federal government auditors or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

## **ARTICLE 8. ACCOUNTING AND AUDIT REQUIREMENTS**

All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that the audit and accounting procedures shall be in accordance with generally accepted government accounting principles and practices (see *Accounting Standards and*

Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs) and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. The Grantee further agrees to the following audit requirements:

A. Federal Single Audit Act

If the Grantee expends \$300,000 or more in a year in federal funds, Grantee agrees to comply with the provisions pursuant to the Federal Office of Management and Budget Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Circular No. A-133 requires non-federal entities which meet the expenditure criteria to have either a single or program specific audit conducted for that expenditure year. Although non-federal entities that expend less than \$300,000 a year in federal awards are exempt from the federal audit requirements for that year, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office;

B. Pre-payment Audit

Prior to the deposit of grant funds into the separate account, the Board may require the Grantee to have a system audit performed by an auditor satisfactory to the Board to insure that the Grantee's accounting system meets generally accepted government accounting principles;

C. Interim Audit

The Board reserves the right to call for a program audit or a system audit at any time between the execution of this grant contract and the completion or termination of the project. At any time, the Board may disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this grant contract, or take other remedies legally available; and,

D. Final Audit

Within 90 calendar days of the construction completion date, the Grantee must obtain and submit a final program audit to the Board (see *Grant Contract Administration and Audit Guide: Construction Grants Program*, Board of Corrections). The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits. The audit may be performed by the Grantee subject to the terms hereinafter described, or the Grantee may hire, at county cost, an independent auditor to complete the final audit. Counties should obtain assurances that the personnel selected to perform the audit collectively have the necessary skills. It is important that a sound procurement practice be followed when contracting for audit services. Sound grant contract and approval procedures, including the monitoring of grant contract performance, should be in place. The objectives and scope of the audit should be made clear. In addition

to price, other factors to be considered include: the responsiveness of the bidder to the request for proposal; the past experience of the bidder; availability of bidder staff with professional qualifications and technical abilities; and whether the bidder organization participates in an external quality control review program. It should be noted that these steps are important whether the county is hiring auditors from an outside CPA firm or within its own internal auditing unit.

Since the audit function must maintain organization independence, the county financial officer for this project shall not perform audits of the grant contract-related activities. If the county internal auditor performs the audit, the auditor must be organizationally independent from the county's accounting and project management functions. Additionally, internal county auditors who report to the financial officer, or to whom the financial officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless a county auditor completes the audit. Failure to comply with these qualifications standards could result in the rejection of the audit report.

At any time, the Board may disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this grant contract, or take other remedies legally available.

The Board reserves the right to have an audit conducted (at the Board's expense) at any time between execution of the grant contract up to and including the final audit of the Grantee's project.

## **ARTICLE 9. REPORTS**

The Grantee agrees to submit quarterly fiscal invoices and progress/final reports in a format and on a timetable specified by the Board during the period of the grant contract. Reports are due to the Board even if grant funds are not expended or requested in the reporting period. Not submitting invoices and progress/final reports in a timely manner may result in grant disbursements being withheld. In addition, Grantee shall immediately advise the Board of any significant problems or changes arising during the course of the project.

Without limitation of the foregoing, the following reports are required:

### **A. Quarterly Fiscal Invoice and Progress/Final Report**

The Grantee agrees to submit quarterly fiscal invoices and progress/final reports to the Board on the appropriate form provided to the Grantee during the term of this grant contract. The reports shall include, but not be limited to, project construction activities, change orders issued, problems identified, assistance needed, grant and match expenditures made, grant funds received, and grant funds requested.

The quarterly fiscal and progress/final report must be submitted within 45 calendar days after the end of the fiscal quarter. The due dates for the invoices and progress reports are no later than:

1 <sup>st</sup> Quarterly Period:	July-September	Due: November 15
2 <sup>nd</sup> Quarterly Period:	October-December	Due: February 15
3 <sup>rd</sup> Quarterly Period:	January-March	Due: May 15
4 <sup>th</sup> Quarterly Period:	April-June	Due: August 15

**B. Final Fiscal Invoice and Project Summary**

The Grantee agrees to submit to the Board a Final Fiscal Invoice and Project Summary on the appropriate form provided to the Grantee within 45 calendar days of the scheduled construction completion date identified in the grant contract. The report shall include, but not be limited to, total grant and match expenditures made by budget division, total grant funds received, remaining grant funds requested, number of rated beds added and modified, and a detailed description of the finished project including pre-construction and post-construction photographs or other visual material suitable for public distribution.

**ARTICLE 10. DISCRIMINATION BY GRANTEE**

See Exhibit C. (10).

**ARTICLE 11. CHANGES**

Grantee agrees that no substantial change or modification to the project will be permitted without prior written approval of the Board. Minor modifications to the project do not require Board approval, but must be documented and reported on routine progress reports to the Board. The following types of changes require written approval of the Board:

- A. Changes which affect the design or scope of the project.
- B. Changes which impact compliance with Titles 15, 19, and 24, CCR, or which affect security, fire and life safety of the facility.
- C. Changes which extend the project completion date, materially change the Agreement for Construction with the contractor, or change the total amount of the grant contract.
- D. Change in approved budget categories or Divisions, or movement of dollars between budget categories or Divisions as indicated in Exhibit B.

Grantee agrees that its County Construction Administrator will give prompt notification in writing to the Board of the above events and report any modifications to the Agreement for Construction with its contractor.

In no event shall any budget changes be authorized which would cause the total amount of the grant award to be exceeded.

## ARTICLE 12. WITHHOLDING OF GRANT DISBURSEMENTS

A. The Board may withhold all or any portion of the grant funds provided for by this grant contract in the event that:

1. Grant Contract Violations

The Grantee has materially and substantially breached the terms and conditions of this grant contract.

2. Insufficient County Funds

The Grantee is unable to demonstrate, to the satisfaction of the Board's Executive Director, continuous availability of sufficient funds to complete the project.

3. Insufficient Match Disbursement

The Grantee has not expended its cash hard match requirement on a schedule that is at least pro-rata with the percentage expenditure of grant funds and/or according to the schedule as identified in Exhibit B.

B. At such time as the balance of state funds allocated to the County reaches 20 percent (20%), the Board shall withhold that amount as security, to be released to the Grantee upon complying with all grant provisions, including: 1) staffing and operating the facility within 90 days of project completion consistent with Title 15, CCR; 2) receipt and approval of the final audit and final project summary report; and 3) final construction inspection and approval by appropriate officials.

C. In the event that grant funds are withheld from the Grantee, the Board's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

The Board will not reimburse counties for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the Board may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee. Any grant funds so remitted to the Board may be subject to interest equal to the rate earned by the State Pooled Money Investment Account.

## **ARTICLE 13. DISBURSEMENT**

The Grantee shall be paid in arrears on invoices of expenditures and request for grant funds submitted to the Board on a quarterly basis on the Quarterly Fiscal Invoice and Progress/Final Report. The Grantee shall supply the Board with the appropriate expenditure documentation and request for grant funds on form(s) provided by the Board and certify to the accuracy of the report(s) in accordance with generally accepted governmental accounting principles and Board regulations, guidelines, policies, and procedures. The Grantee shall further certify that all listed expenditures are actual and that all funds were expended for the purpose of liquidating obligations identified in Exhibit B and legally incurred.

The state will normally issue a warrant for eligible grant contract funds within 20 days of receipt of county invoice and documentation of eligible grant contract expenditures. All requests for payment shall be accompanied by any documentation as may be required by the Board and with such certification(s) as may be required by the Board.

## **ARTICLE 14. TERMINATION**

- A. This grant contract may be terminated at any time by the Board, at its option, where it appears that there will be lack of grant funds available to fulfill this grant contract, provided that after such termination, the Grantee shall be entitled to an amount which equals the eligible project costs which have been incurred by the Grantee prior to such termination.
- B. This grant contract may be terminated after the award of the grant contract(s) but prior to completion of the project, by the Board, upon action or inaction by the Grantee which constitutes a material and substantial breach of this grant contract. Such action or inaction by the Grantee includes but is not limited to:
  - 1. Substantial alteration of the scope of the grant project without the prior written approval of the Board.
  - 2. Refusal or inability to complete the grant project in a manner consistent with the grant application, timelines, benchmarks, plans, and specifications as approved by the Board, or refusal or inability to comply with the applicable provisions of Titles 15, 19, or 24, CCR.
  - 3. Failure to provide the required local cash (hard) match share of the total project costs pro-rata with the percentage expenditure of grant funds, failure to provide the required in-kind (soft) match share of total project costs; and/or failure to adhere to the cash (hard) match expenditure schedule identified in Exhibit B.
  - 4. Failure to meet prescribed assurances, commitments, grant contract, record accounting and auditing, and reporting requirements.

5. Any other violation(s) of the grant contract which significantly impairs the security of the grant funds, or, the ability of the Grantee to utilize the funds for the intended and authorized purpose as identified in Exhibit B.

C. In the event of termination provided in Article 14 B, Grantee shall, upon notification, refund to the Board an amount up to all grant funds previously disbursed to the Grantee. Any grant funds so remitted to the Board may be subject to interest equal to the rate earned by the State Pooled Money Investment Account.

Prior to terminating any grant contract under the provisions of Article 14 B, the Board shall provide the Grantee at least 30 days written notice, stating the reason(s) for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 15.

D. Nothing in this Article in any way alters or limits the authority of the Board to withhold grant funds in accordance with Article 12.

## **ARTICLE 15. DISPUTES**

Grantee shall continue with the responsibilities under this grant contract during any disputes. Except as otherwise provided in this grant contract, any dispute concerning a question of fact arising under, or relating to, the performance of this grant contract which is not resolved by agreement between Grantee and Board staff shall be decided by the Board. This clause does not preclude consideration of legal questions; nothing in this grant contract shall be construed as making final the decision of any administrative official, representative, or Board on a question of law.

A Grantee may appeal on the basis of alleged misapplication, capricious enforcement of regulations, or substantial differences of opinion as may occur concerning the proper application of regulations or procedures. Such appeal shall be filed within 30 calendar days of the notification of the action with which the Grantee is dissatisfied. The request shall be in writing stating the basis for the dissatisfaction and the action being requested of the Board.

A hearing shall be conducted by a hearing panel designated by the Chairperson of the Board at a reasonable time, date, and place, but not later than 21 days after the filing of the request for hearing with the Board, unless delayed for good cause. The Board shall mail or deliver to the appellant or authorized representative a written notice of the time and place of hearing not less than 14 days prior to the hearing. The procedural time requirements may be waived with mutual written consent of the parties involved.

Appeal hearing matters shall be set for hearing, heard, and disposed of by a notice of decision by the Board within 90 days from the date of the request for appeal hearing, except in those cases where the appellant withdraws or abandons the request for hearing or the matter is continued for what is determined by the hearing panel to be good cause.

An appellant may waive a personal hearing before the hearing panel and under such circumstances, the hearing panel shall consider the written information submitted by the appellant and other relevant information as may be deemed appropriate.

The hearing is not formal in nature. Pertinent and relevant information, whether written or oral, will be accepted. Hearings will be tape recorded. After the hearing has been completed, the hearing panel shall submit an advisory recommendation on the matter to the Board. The decision of the Board shall be final.

#### **ARTICLE 16. REMEDIES**

Grantee agrees that any remedy provided in this grant contract is in addition to and not in derogation of any other legal or equitable remedy available to the Board as a result of breach of this grant contract by the Grantee, whether such breach occurs before or after completion of the project. In the event of litigation between the parties hereto arising from this grant contract, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered within the discretion of the Court.

#### **ARTICLE 17. WAIVER**

The parties hereto may, from time to time, waive any of their rights under this grant contract unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

#### **ARTICLE 18. AMENDMENT**

This grant contract may be amended at any time by mutual written agreement of the parties.

#### **ARTICLE 19. DRUG-FREE WORKPLACE REQUIREMENTS**

Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
  - 1. the dangers of drug abuse in the workplace;
  - 2. the person's or organization's policy of maintaining a drug-free workplace;
  - 3. any available counseling, rehabilitation and employee assistance programs; and
  - 4. penalties that may be imposed upon employees for drug abuse violations.



C. Provide that every employee who works on the proposed project will:

1. receive a copy of the company's drug-free policy statement; and
2. agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Standard Agreement or termination of the Standard Agreement, or both, and Grantee may be ineligible for award of any future state agreements if the department determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### **ARTICLE 20. AMERICANS WITH DISABILITIES ACT**

Grantee assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et. seq.)

## EXHIBIT B

### PROJECT DESCRIPTION AND BUDGET

**County (Grantee)** San Mateo

**Name of Facility Subject to Construction:** San Mateo County Juvenile Detention Facility

#### SECTION 1. PROJECT DESCRIPTION

The Project consists of a 180-bed Juvenile Hall and a 30-bed Girls Camp for a total of 146,737 SF. The Juvenile Hall, at 126,814 SF, will have three housing buildings, each consisting of two 30-bed units. This is an increase of 17 beds from the current 163. There is no change to the security level of the Juvenile Hall. The 19,923 SF Girls Camp is a new County facility.

#### SECTION 2. TIMETABLE AND CONSTRUCTION SCHEDULE

Mass excavation and site utilities began 12/03. Building construction will start in 7/04. Substantial completion of construction is scheduled for 3/06 with occupancy 6/06.

#### SECTION 3. CONSTRUCTION MANAGEMENT PLAN

The County has contracted with Turner Construction Company to manage the design and construction of the Project and ensure completion on schedule and within budget. Turner is a highly respected construction management firm and has managed several successful projects for the County. Progress of the project and Turner's activities are monitored by County staff utilizing management reports, frequent meetings and visual inspections.

#### SECTION 4. KEY PERSONNEL

County Manager's Office: Paul Scannell, Assistant County Manager (County construction administrator); James Sowerbrower, Senior Capital Projects Manager (project manager). County Probation Department: Loren Buddress, Chief Probation Officer; Stew Peterson, Deputy Chief Probation Officer (project liaison). Turner Construction Company: Ken Schroeder, Senior Project Manager; Russ Oberlander, Project Manager. KMD Architects: James Mueller, Director, KMD Justice; Ashraf Fouad, Senior Architect.

**SECTION 5. COUNTY FINANCIAL PLAN**

The project is financed by the \$21,105,000 State of California Juvenile Facilities Construction Grant and lease revenue bonds. The bonds have been sold and the proceeds are available at this time. The combination of the grant and bond funds are sufficient to complete the project.

**SECTION 6. GRANT FUNDS EXPENDITURE CASH FLOW PROJECTION**

For county and state planning purposes, insert the estimated amount of grant funds that will be expended by calendar year quarter:

**Calendar Year 2004**

Q1. \$  
Q2. \$ 2,194,920.00  
Q3. \$ 3,376,800.00  
Q4. \$ 3,545,640.00

**Calendar Year 2005**

Q1. \$ 3,207,960.00  
Q2. \$ 2,026,080.00  
Q3. \$ 1,013,040.00  
Q4. \$ 675,360.00

**Calendar Year 2006**

Q1. \$ 675,360.00  
Q2. \$ 168,840.00  
Q3. \$ 4,221,000.00  
Q4. \$

**SECTION 7. CASH (HARD) MATCH EXPENDITURE SCHEDULE**

Grantee agrees to expend cash (hard) matching funds on a schedule that is at least pro-rata with the percentage expenditure of grant funds.

**SECTION 8. GRANT AWARD CLASSIFICATION OF COSTS AND SCHEDULE OF VALUES**

The following Divisions are budget categories that reflect major cost areas for construction projects as identified by the CSI. The subtotal presented for each Division reflects the total costs attributable to that Division. Within each Division are the specific sub-elements of work/materials to be provided. These costs represent engineering estimates of the anticipated costs for each sub-element. Any cost changes to reconcile with actual costs for expenditure purposes and related intrabudget transfers among Divisions, must comply with the budget provisions of the grant contract and Exhibits A and B. *THE COSTS IDENTIFIED IN THIS SECTION ARE FOR GRANT FUNDS ONLY.*

**DIVISION 0. BID/CONTRACT**

Sub-element	Cost	Total Division Cost
1.	\$	[REDACTED]
2.	\$	
3.	\$	
	\$ 0.00	\$ 0.00

**DIVISION 1. GENERAL REQUIREMENTS**

Sub-element	Cost	Total Division Cost
1.	\$	[REDACTED]
2.	\$	
3.	\$	
	\$ 638,950.00	\$ 638,950.00

**DIVISION 2. SITE WORK**

Sub-element	Cost	Total Division Cost
1.	\$	[REDACTED]
2.	\$	
3.	\$	
	\$ 2,305,769.00	\$ 2,305,769.00

DIVISION 3. CONCRETE		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 1,882,652.00	\$ 1,882,652.00

DIVISION 4. MASONRY		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 1,607,201.00	\$ 1,607,201.00

DIVISION 5. METALS		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 1,795,713.00	\$ 1,795,713.00

DIVISION 6. WOOD AND PLASTIC		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 303,131.00	\$ 303,131.00

DIVISION 7. THERMAL AND MOISTURE PROTECTION		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 1,405,905.00	\$ 1,405,905.00

DIVISION 8. DOORS AND WINDOWS		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 950,557.00	\$ 950,557.00

DIVISION 9. FINISHES		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 2,018,023.00	\$ 2,018,023.00

DIVISION 10. SPECIALTIES		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 210,391.00	\$ 210,391.00

DIVISION 11. FIXED EQUIPMENT		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 909,044.00	\$ 909,044.00

DIVISION 12. FIXED FURNISHINGS		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 0.00	\$ 0.00

DIVISION 13. SPECIAL CONSTRUCTION		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 0.00	\$ 0.00

DIVISION 14. CONVEYING SYSTEMS		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 0.00	\$ 0.00

**DIVISION 15. MECHANICAL**

	Sub-element	Cost	Total Division Cost
1.		\$	
2.		\$	
3.		\$	
		\$ <b>3,060,001.00</b>	\$ <b>3,060,001.00</b>

**DIVISION 16. ELECTRICAL**

	Sub-element	Cost	Total Division Cost
1.		\$	
2.		\$	
3.		\$	
		\$ <b>4,017,663.00</b>	\$ <b>4,017,663.00</b>

**DIVISION 17. CONTINGENCY (Not to exceed 10 percent (10%) of Section total)**

	Sub-element	Cost	Total Division Cost
1.		\$	
2.		\$	
3.		\$	
		\$ <b>0.00</b>	\$ <b>0.00</b>

**GRAND TOTAL SECTION 8 - GRANT AWARD COSTS** **\$ 21,105,000.00**

**SECTION 9. GRANTEE CASH (HARD) MATCH CLASSIFICATION OF COSTS AND SCHEDULE OF VALUES**

The following Divisions, except Architectural, Construction Management, and CEQA/EIR, are budget categories that reflect major cost areas for construction projects as identified by the Construction Specification Institute (CSI). The subtotal presented for each Division reflects the total costs attributable to that Division. Within each Division are the specific sub-elements of work/materials to be provided. These costs represent engineering estimates of the anticipated costs for each sub-element. Any cost changes to reconcile with actual costs for expenditure purposes and related intrabudget transfers among Divisions, must comply with the budget provisions of the grant contract and Exhibits A and B. *THE COSTS IDENTIFIED IN THIS SECTION ARE FOR GRANTEE CASH (HARD) MATCH FUNDS ONLY.*

**ARCHITECTURAL (OUTSIDE COUNTY WORKFORCE)**

Sub-element	Cost	Total Division Cost
1.	\$	
2.	\$ 0.00	
3.	\$	
	\$ 4,145,931.00	\$ 4,145,931.00

**CONSTRUCTION MANAGEMENT (OUTSIDE COUNTY WORKFORCE)**

Sub-element	Cost	Total Division Cost
1.	\$	
2.	\$	
3.	\$	
	\$ 0.00	\$ 0.00

**CALIF. ENVIRONMENTAL QUALITY ACT/ENVIRONMENTAL IMPACT REPORT (OUTSIDE COUNTY WORKFORCE)**

Sub-element	Cost	Total Division Cost
1.	\$	
2.	\$	
3.	\$	
	\$ 70,898.00	\$ 70,898.00

**DIVISION 0. BID/CONTRACT**

Sub-element	Cost	Total Division Cost
1.	\$	
2.	\$	
3.	\$	
	\$ 0.00	\$ 0.00



DIVISION 1. GENERAL REQUIREMENTS			
	Sub-element	Cost	Total Division Cost
1.		\$	
2.		\$	
3.		\$	
		\$ 908,714.00	\$ 908,714.00

DIVISION 2. SITE WORK			
	Sub-element	Cost	Total Division Cost
1.		\$	
2.		\$	
3.		\$	
		\$ 3,279,260.00	\$ 3,279,260.00

DIVISION 3. CONCRETE			
	Sub-element	Cost	Total Division Cost
1.		\$	
2.		\$	
3.		\$	
		\$ 2,677,504.00	\$ 2,677,504.00

DIVISION 4. MASONRY			
	Sub-element	Cost	Total Division Cost
1.		\$	
2.		\$	
3.		\$	
		\$ 2,285,758.00	\$ 2,285,758.00

DIVISION 5. METALS			
	Sub-element	Cost	Total Division Cost
1.		\$	
2.		\$	
3.		\$	
		\$ 2,553,859.00	\$ 2,553,859.00

DIVISION 6. WOOD AND PLASTIC			
	Sub-element	Cost	Total Division Cost
1.		\$	
2.		\$	
3.		\$	
		\$ 431,112.00	\$ 431,112.00

DIVISION 7. THERMAL AND MOISTURE PROTECTION		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 1,999,475.00	\$ 1,999,475.00

DIVISION 8. DOORS AND WINDOWS		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 1,351,881.00	\$ 1,351,881.00

DIVISION 9. FINISHES		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 2,870,029.00	\$ 2,870,029.00

DIVISION 10. SPECIALTIES		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 299,218.00	\$ 299,218.00

DIVISION 11. FIXED EQUIPMENT		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 1,292,841.00	\$ 1,292,841.00

DIVISION 12. FIXED FURNISHINGS		Cost	Total Division Cost
Sub-element			
1.		\$	
2.		\$	
3.		\$	
		\$ 0.00	\$ 0.00

DIVISION 13. SPECIAL CONSTRUCTION			Total Division Cost
Sub-element	Cost		
1.	\$		
2.	\$		
3.	\$		
	\$	0.00	\$ 0.00

DIVISION 14. CONVEYING SYSTEMS			Total Division Cost
Sub-element	Cost		
1.	\$		
2.	\$		
3.	\$		
	\$	0.00	\$ 0.00

DIVISION 15. MECHANICAL			Total Division Cost
Sub-element	Cost		
1.	\$		
2.	\$		
3.	\$		
	\$	4,351,927.00	\$ 4,351,927.00

DIVISION 16. ELECTRICAL			Total Division Cost
Sub-element	Cost		
1.	\$		
2.	\$		
3.	\$		
	\$	5,713,911.00	\$ 5,713,911.00

GRAND TOTAL SECTION 9 - CASH (HARD) MATCH COSTS: \$ 34,232,318.00

SECTION 10. GRANTEE IN-KIND (SOFT) MATCH CLASSIFICATION OF COSTS AND SCHEDULE OF VALUES

This contract contains no in-kind match.

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Grantee may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless the State, its officers, 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.
6. DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.

8. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Grantee may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The **CONTRACTOR (GRANTEE) CERTIFICATION CLAUSES** contained in the document CCC304 (<http://www.documents.dgs.ca.gov/ols/CCC-304-A.doc>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION**: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS**: The Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee

shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with, that:
- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new

employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
18. UNION ORGANIZING: For all contracts, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that:

By signing this agreement Grantee hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a. Grantee will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b. No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c. Grantee will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of property is equally available to the general public for holding meetings.
- d. If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

## EXHIBIT D

### FEDERAL ASSURANCES

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-133, A-87; E.O. 12372; and Uniform Administrative Requirements for Grants and Cooperative Agreements--28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of federal funds for this federally assisted project. Also, the Grantee assures and certifies that it:

1. Possesses the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Grantee to act in connection with the application and to provide such additional information as may be required. The Grantee also assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site or facilities, or lease the facility for operation by other entities, without permission and instructions from the Office of Justice Programs, U.S. Department of Justice.
4. Will comply with provisions of federal law which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. (5 U.S.C. 1501, *et seq.*)
5. Will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. Will comply with the minimum wage and maximum hours provisions of the federal Fair Labor Standards Act.
7. Will provide the Office of Justice Programs, the Comptroller General of the United States, and, if appropriate, the state through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.



8. Will initiate and complete work within the applicable timeframe after receipt of approval of the awarding agency.
9. Will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements of law, program requirements, and other administrative requirements.
10. Will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. Will comply and assure the compliance of all its subGrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants (M7100.1); and all other applicable federal laws, orders, circulars, or regulations.
12. Will comply with applicable provisions of 28 CFR related to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and federal laws or regulations applicable to federal assistance programs.
13. Will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. Will provide an Equal Employment Opportunity Program that complies with relevant federal law and regulation, if required to maintain one, if the grant is \$500,000 or more.
15. In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights in the Office of Justice Programs.

16. Will not, and all its subGrantees and contractors will not, hire illegal aliens.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984; Single Audit Act Amendments of 1996, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 U.S.C. 569a-1 *et seq.*) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
19. Will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102 (1) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
20. Will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 *et seq.*), which prohibits the expenditure of most new federal funds within the units of the coastal Barrier Resources system.
21. As required by Section 1352, Title 31 of the U.S. Code, and implemented as 28 CFR, Part 69, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 28 CFR, Part 69, the Grantee certifies that:
  - A. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and

submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers [including subgrants, contracts under grants and cooperative agreements and subcontract(s)] and that all subrecipients shall certify and disclose accordingly.
22. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR, Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR, Part 67, Section 67.510, the Grantee certifies that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal Court, or voluntarily excluded from covered transactions by any federal department or agency.
  - B. Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted for, or otherwise criminally, or civilly, charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above.
  - D. Have not, within a three-year period preceding this grant contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

**"GRANTEE"**

**County of: San Mateo**

**By:** \_\_\_\_\_  
Signature

**Name: Mark Church**

**Title: President, San Mateo County Board of Supervisors**

**Date:**