

STATE OF CALIFORNIA

**TITLE II FORMULA BLOCK GRANTS PROGRAM
AGREEMENT BETWEEN THE
BOARD OF STATE AND COMMUNITY CORRECTIONS**

AND

SAN FRANCISCO OFFICE OF THE PUBLIC DEFENDER

This Grant Agreement is made this January 1, 2013 between the California Board of State and Community Corrections, hereafter referred to as the "BSCC" and

SAN FRANCISCO OFFICE OF THE PUBLIC DEFENDER

an entity duly organized, existing and acting pursuant to the laws of the State of California, hereafter referred to as the "Grantee."

The parties agree as follows:

SECTION 1. PROJECT SUMMARY

LEAP through an education attorney and youth advocate represents the education needs of Public Defender clients on the delinquency caseload and at the Principal Center Collaborative School (PCC), a court-ordered probation school to address truancy, absenteeism, and failing school placements. The LEAP team meets with clients to create the linkages and supports necessary to move youth successfully out of the juvenile justice system. By providing legal advocacy for client's educational needs and building a team of professionals and partnerships with juvenile justice stakeholders dedicated to ensuring client's education success, LEAP's goals are to reduce juvenile offending, reduce racial disparities and bring about needed systems reform.

SECTION 2. ASSURANCES

- A. Grantee agrees to comply with all conditions of this Grant Agreement, all standard Grant Agreement conditions as contained in Exhibit A, all federally required assurances as contained in Exhibit B, general terms and conditions contained in Exhibit C, and all budget items and conditions as contained in the Application for Funding.
- B. Grantee agrees to comply with the financial and administration requirements set forth in the current edition of the BSCC's *Grant Administration and Audit Guide, Federal Juvenile Justice Grants*.

SECTION 3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement 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 Agreement. Disputes shall be resolved in accordance with the provisions of Exhibit A.
- B. The Grantee project officials shall be those identified as follows and as stipulated in Section 1 of the approved Grant Proposal:
- (1) The authorized officer with legal authority to sign:

Name: Jeff Adachi
Title: San Francisco Public Defender
Address: 555 7th Street, San Francisco, CA 94103
Telephone Number: (415) 553-1677
Fax Number: (415) 553-1607
E-mail Address: jeff.adachi@sfgov.org

- (2) The designated financial officer authorized to receive warrants:

Name: Matt Gonzalez
Title: Chief Attorney
Address: 555 7th Street, San Francisco, CA 94103
Telephone Number: (415) 566-3030
Fax Number: (415) 553-1607
E-mail Address: matt.gonzalez@sfgov.org

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

SECTION 4. REPORTS

- A. Grantee will submit quarterly progress reports in a format developed by the BSCC that describe progress made with respect to program objectives and activities, and performance indicator results identified in Appendix G of the Request for Proposals (RFP). Due dates are as follows:

Reporting Period

1. January 1 – March 31, 2013
2. April 1 – June 30, 2013
3. July 1 – September 30, 2013
4. October 1 – December 31, 2013

Due No Later Than:

May 15, 2013
August 15, 2013
November 15, 2013
February 15, 2014

SECTION 5. INVOICES

- A. The Grantee shall be paid in arrears by submitting a quarterly invoice for approved program expenditures for the reporting period and due dates noted above in Section 4.
- B. An invoice is due to the BSCC even if grant funds are not expended or requested in the reporting period.

SECTION 6. GRANT AMOUNT AND LIMITATION

In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, the State of California, and the federal government on account of project costs that may exceed the sum of the grant award.

SECTION 7. AVAILABILITY OF FUNDS

- A. Grantee agrees that the BSCC's obligation to pay any sums to the Grantee under any provision of this Grant Agreement is contingent upon the availability of sufficient funds. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the Legislature and by Congress.
- B. This Grant Agreement 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 Agreement in any manner.

SECTION 8. BUDGET

PROJECT LINE ITEM TOTALS			
LINE ITEM	GRANT FUNDS	IN-KIND MATCH	TOTAL
1. Salaries & Benefits	\$138,637	\$20,796	\$159,433
2. Services & Supplies	\$3,500	\$525	\$4,025
3. Professional Services			
4. CBO Contracts	\$72,166	\$10,825	\$82,991
5. Indirect Costs (may not exceed 10% of grant award)			
6. Fixed Assets/Equipment			
7. Program Evaluation	\$10,000	\$1,500	\$11,500
8. Other	\$5,500	\$825	\$6,325
TOTAL	\$229,803	\$34,471	\$264,274

SECTION 9. AUDIT

Per Article 8 of the Standard Conditions, grant recipients must submit an audit of expenditures within 120 days following the end of the grant period. Grantees may choose either a program specific audit or a single federal audit. Federal guidelines allow grant recipients receiving \$500,000 or more in federal funds in a fiscal year to use their federal juvenile justice grant funds to pay for the cost of the audit. Grantees falling below the \$500,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. **For purposes of this grant award, please check one of the boxes below to indicate the grantee's choice for meeting the audit requirement.**

In conformance with Federal OMB Circular #A-133, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County **Single Federal Audit Report**, which will be submitted to the BSCC within the required timeframe of 120 days from the end of the 12-month grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates reasons for the extension and the timeframe needed.

OR

In conformance with Federal OMB Circular #A-133, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a **Program Specific Final Audit Report** to the BSCC within the required timeframe of 120 days from the end of the 12-month grant period.

SECTION 10. SCOPE OF WORK

Grantee agrees to implement and complete the project in accordance with the approved grant application as outlined in the original Request for Proposals (RFP).

SECTION 11. CONFLICTS BETWEEN TERMS OF DOCUMENTS

In the event of any inconsistency in the Agreement, except as otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1) Grant Agreement Sections 1 through 11; 2) Exhibit B, Federal Assurances; 3) Exhibit A, Title II Formula Grants Program Standard Conditions; and 4) Exhibit C, GTC 610.

BOARD OF STATE AND COMMUNITY CORRECTIONS

EXHIBIT A

**TITLE II FORMULA BLOCK GRANTS PROGRAM
STANDARD CONDITIONS**

ARTICLE 1. 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.

ARTICLE 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 this Agreement is binding on any of the parties.

ARTICLE 3. PROJECT COSTS

The BSCC's *Grant Administration and Audit Guide, Federal Juvenile Justice Grants* outlines eligible and ineligible project costs, as well as match and project income requirements. Grantee is responsible for ensuring that all invoices contain only eligible project costs.

ARTICLE 4. GRANTEE'S GENERAL RESPONSIBILITY

Grantee is solely responsible for the project activities as identified in the Grant Proposal. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds by the BSCC and shall not be deemed to relieve or restrict the Grantee's responsibility.

ARTICLE 5. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California and the United States Department of Justice. 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 Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.