

GRANT AGREEMENT
Fiscal Year 2017-2018

THIS AGREEMENT (hereinafter the "Agreement") is entered into on the date it is fully executed by the last signing party, between the City of Hallandale Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY/GRANTOR") and The School Board of Broward County, Florida (hereinafter referred to as the "GRANTEE/SBBC").

WHEREAS, The City of Hallandale Beach (City) supports Hallandale Magnet High School's (Grantee/SBBC) Criminal Justice Program by assigning a full time Police Officer to teach the School's Criminal Justice Class; and,

WHEREAS, In a fiscal year (FY) basis, approximately 10 months or 83% of the Officer's time was dedicated to teaching the Criminal Justice Class; and

WHEREAS, During preparation of the FY17/18 City of Hallandale Beach Budget, staff recommended to reassign the Police Officer as part of an additional Police Unit being created in the Northeast Quadrant of the City, and to start phasing out the funding from the City to Hallandale Magnet High School for the Criminal Justice Program; and

WHEREAS, City Administration has conferred with Hallandale Magnet High School Administration and both parties are in agreement that the City will no longer assign a Police Officer to teach the Criminal Justice class. Instead, the City will assist in phasing out funding from the City by providing a \$30,000 grant to Hallandale Magnet High School through SBBC during FY17/18; and,

WHEREAS, the intent of this funding is to allocate resources to Hallandale Magnet High School during FY17/18 to assist in providing the Criminal Justice Program.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

1. Terms of Agreement

The term of this agreement shall be for the period of upon execution of both parties **through September 30, 2018**.

1.1 GRANTEE understands and acknowledges that the funding will only be for the Agreement Term stated herein.

2. Program Description/Deliverables and Project Execution

The CITY hereby grants to GRANTEE funding assistance in an amount of \$30,000 in consideration of and on condition that the sum be expended in carrying out the purpose as set forth herewith and under the terms and conditions set forth in this Agreement. GRANTEE agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Funding shall be used to benefit the students of Hallandale Magnet High School – Criminal Justice Program.

2.1. GRANTEE shall use funding for services as detailed in Exhibit A, "Hallandale High School Criminal Justice Program".

3. Payment Request and Reporting Schedule

GRANTEE ensures that the Agreement requirements will be provided pursuant to Work Plan in Exhibit A. Grantor shall provide a one-time payment of \$30,000.

4. Funding and Disbursement Requirements

The amount of compensation payable by the CITY to the GRANTEE shall be \$30,000 in accordance with the conditions hereto incorporated into the Agreement.

5. Records, Documentation and Record Keeping

The GRANTEE shall establish and maintain sufficient records to enable the CITY to determine whether the GRANTEE has met the requirements of the Grant Agreement.

5.1. **Final Report.** At the end of the grant period, GRANTEE shall provide a report indicating the activities performed during the grant period, as well as validating that 183 unduplicated students did complete the course offered under the grant.

GRANTEE shall maintain all records related to performance of this Agreement and agrees to maintain satisfactory financial accounts, client demographic records, description of activities or services (including location, date and time/s), other related documents and records for the Project. Such records shall be available for a period of three years from the date of receipt of payment under the Agreement, for inspection and audit by representatives of the CITY, at any reasonable time and place. If audit findings have not been resolved, the records must be retained beyond the three-year period as long as required for the resolution of the issue raised by the audit.

6. Financial Accountability, Consequences and Recapture of Funds

The CITY reserves the right to audit the records of the GRANTEE at any time during the performance of this Agreement and for a period of three years after its expiration/termination.

7. Dispute Resolution

Any dispute concerning performance of the Agreement will be decided by the City Manager, who will reduce the decision to writing and serve a copy to the GRANTEE.

8. Project Withdrawal

If GRANTEE wishes to withdraw their Project, GRANTEE shall notify the CITY of this right pursuant to the Notices provision below.

8.1. In the event the approved project is not completed and payment has been disbursed in advance, said funds plus accrued interest must be returned/refunded to the City.

9. Promotion of Program Services

GRANTEE agrees to promote the CITY when marketing, website, media opportunities, etc.

10. Termination

This Agreement shall be terminated upon the occurrence of:

- 1) Breach of this Agreement by the GRANTEE.
- 2) GRANTEE'S failure to abide by local, state and federal laws.

10.1. Notice of termination shall be provided in accordance with the "NOTICES" Section of this Agreement, except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public, health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" Section of this Agreement.

11. Assignment

Neither this Agreement nor any right or obligation provided for by this Agreement shall be assigned by the GRANTEE without the consent of the CITY.

12. Charitable Purpose

Activities under this Agreement will not be used for the purpose of profit.

13. Obligations of GRANTEE

The Grantee shall carry out the services and activities described in the Work Plan, which is attached as Exhibit A. This Agreement may only be amended upon the written agreement of both the CITY and the GRANTEE.

14. Governing Laws and Compliance

The GRANTEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

14.1 Federal Law

The GRANTEE agrees to comply with all federal laws, including but not limited to:

Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in the Department of Labor regulations.

14.1.1 Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in the Department of Labor regulations.

14.1.2 The GRANTEE will not employ an unauthorized Alien. Such violation will be cause for termination of the Agreement.

14.1.3 The GRANTEE is a non-profit provider and is subject to the Internal Revenue Services (IRS) tax exempt organization reporting requirements (filing of a 990 or Form 990-N).

14.2 State Law

This Agreement shall be governed by the laws of the State of Florida and of Broward County, Florida. Any action for breach, enforcement, interpretation, or arising out this Agreement shall be brought only in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, and the parties agree to submit to the jurisdiction of that Court. The parties waive trial by jury.

14.2.1 If any provision of the Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

15. Insurance

At all times during the term hereof, the GRANTEE shall maintain General Liability insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the GRANTEE shall furnish to the CITY an original Certificate of Insurance indicating that the GRANTEE is in compliance with the provisions of this Agreement.

15.1 The GRANTEE shall also provide Worker's Compensation Insurance as required by the laws of the State of Florida if employing an individual.

16. Indemnification

Each party assumes responsibility for the negligence of its own respective employees, appointees, or agents; and, in the event of any claims for damages or lawsuits for any remedy, each party will defend its own respective employees, appointees, or agents.

17. Notices

Whenever either party desires or is required to provide notice to the other as addressed in this contract, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, or by email provided that the notice is also sent by one of the foregoing methods, and addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

GRANTOR
City of Hallandale Beach
Attn: City Manager
400 S. Federal Highway
Hallandale Beach, FL 33009

With Copy to:

Chief of Police
1000 N.W. 8th Avenue
Hallandale Beach, FL 33009

City Attorney
400 S. Federal Highway
Hallandale Beach, FL 33009

Procurement Department
400 S. Federal Highway
Hallandale Beach, FL 33009

GRANTEE:

Hallandale Magnet High School
Attn: Mark Howard, Principal
720 NW 9th Avenue
Hallandale Beach, FL 33009

With Copy to:

SBBC Grants Administration and Government Programs
600 SE 6th Avenue – 4th Floor
Fort Lauderdale, FL 33301

18. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

19. Multiple Originals

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[Execution on Next Page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by City Commission action on the day of October 2, 2017, and Hallandale Magnet High School signing by and through _____ duly authorized to execute same.

CITY ATTEST

City of Hallandale Beach

By: Roger M. Carlton, City Manager

____ Day of _____, 20____

Approved as to legal sufficiency and form by
CITY ATTORNEY

Jennifer Merino
City Attorney

____ Day of _____, 20____

[EXECUTION CONTINUED ON NEXT PAGE]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.
Smith

Date: 2018.03.05 16:40:17 -05'00'

Office of the General Counsel



HALLANDALE HIGH SCHOOL
CRIMINAL JUSTICE PROGRAM
2017-2018

Organization Name: Hallandale Magnet High School
Mailing Address: 720 NW 9th Ave.
City/State/Zip Code: Hallandale Beach Florida 33009
Phone#: 754-323-0900 **Fax #:** 754-323-1030
E-mail Address: mark.howard@browardschools.com
Website Address: <http://hallandalehigh.browardschools.com>
Name of Contact Person: Mark Howard **Title:** Principal

Program Metrics:

Service providers/Teacher: Leena Adams (754) 323-2900 leena.adams@browardschools.com

Number of students served by the Program: 183 students

Number of contact hours:

Teacher: 810 total yearly contact hours with students
Each student: 135 contact hours per year

Program Description:

This program offers a sequence of courses that provides coherent and rigorous content aligned with challenging academic standards and relevant technical knowledge and skills needed to prepare for further education and careers in the Law, Public Safety, and Security career cluster; provides technical skill proficiency, and includes competency-based applied learning that contributes to the academic knowledge, higher-order reasoning and problem-solving skills, work attitudes, general employability skills, technical skills, and occupation-specific skills, and knowledge of all aspects of the Law, Public Safety and Security career cluster.

Course Descriptions & Curriculum:

Course Title: Criminal Justice Operations 1

Course Number: 8918010

Course Credit: 1

Course Description:

This course is to introduce the student to the history, goals, and career opportunities in the Criminal Justice Profession. It also covers ethics and professionalism, constitutional and criminal laws, court and trial process, juvenile justice system, and the correctional system. Students will also be instructed on personal, interpersonal, and communication skills as well as demonstrate employability skills.

Students earn industry certification in *Microsoft PowerPoint*.

Year 1 curriculum pacing: The following topics will be covered:

September	Chapter 1: What is Criminal Justice? (p. 1) FLDOE Benchmarks 04.01, 04.02, 04.03, 05.0104
October	Chapter 2: The Crime Picture (p. 22) FLDOE Benchmarks 05.01, 05.02, 05.04, 08.05
November	Chapter 3: Criminal Law (p. 63) FLDOE Benchmarks 06.04, 06.06, 07.03
December	Chapter 10: Corrections (p. 299) FLDOE Benchmarks 09.01, 09.02, 09.03 MID TERM
January	Chapter 10: Corrections (p. 308) FLDOE Benchmarks 09.01, 09.02, 09.03
February	Chapter 11: Prisons and Jails (p. 325) FLDOE Benchmarks 09.01, 09.02, 09.03 Culminating Project
March	Chapter 12: Prison and Life (p. 348) FLDOE Benchmarks 9.05, 9.06, 9.07
April	Chapter 12: Prison and Life (p. 364) FLDOE Benchmarks 9.05, 9.06, 9.07
May	Chapter 13: Juvenile Justice (p.384) FLDOE Benchmarks 08.01, 08.02, 08.03, 08.04, 08.05
June:	FINAL EXAM

Course Title: Criminal Justice Operations 2

Course Number: 8918020

Course Credit: 1

Course Description:

This course is to introduce the student to the characteristics and procedures of patrol, complete written reports, and crime prevention programs. Students will also describe guidelines for Use-of-force, perform CPR/ first aid techniques, and procedures to protect from Blood-Borne pathogens. This course also takes an in-depth look at the court system, criminal trials, and sentencing.

Students earn industry certification in *Microsoft Word*.

Year 2 curriculum pacing: The following topics will be covered:

September	Chapter 4: Policing, Purpose and Organization (p. 299) FLDOE Benchmarks 12.01, 12.02, 12.06
October	Chapter 5: Policing Legal Aspects (p. 92) FLDOE Benchmarks 17.01, 17.02
November	Chapter 6: Policing Issues and Challenges (p. 165) FLDOE Benchmark 19.0
December	Chapter 7: The Courts (p. 203) FLDOE Benchmarks 16.08, 16.11 MIDTERM EXAM
January	Chapter 7: The Courts (p. 203) FLDOE Benchmarks 16.08, 16.11
February	Chapter 8: The Courtroom Workgroup and Criminal Trial (p. 225) FLDOE Benchmarks 16.12, 16.13 CULMINATING PROJECT
March	Chapter 8: The Courtroom Workgroup and Criminal Trial (p. 244)

		FLDOE Benchmarks 16.12, 16.13
April	Chapter 9: Sentencing (p. 259)	
		FLDOE Benchmarks 16.33, 17.02
May	Chapter 9: Sentencing (p. 275)	
		FLDOE Benchmarks 16.33, 17.02
June		FINAL EXAM

Course Title: Criminal Justice Operations 3

Course Number: 8918030

Course Credit: 1

Course Description:

This course is to introduce the student to crime scene safety, conducting criminal investigations, conducting forensic processing, and complete property control procedures. Students will conduct a traffic crash investigation completing the proper report forms. Computer skills as well as job related math skills will be performed. Enhancing the awareness of human diversity will be instructed.

Students complete the MOS bundle by earning an industry certification in *Microsoft Outlook* and/or *Microsoft Excel* and earn the title *Microsoft Office Specialist* for passing 3 Microsoft industry certification exams.

Year 3 curriculum pacing: The following topics will be covered:

September	Chapter 1, Foundations of Criminal Investigation: an overview (p. 2)
October	Chapter 2, The Crime Scene: Field Notes, Documenting, and Reporting (p. 33)
November	Chapter 3, Processing the Crime Scene (p. 63)
December	Chapter 4, Identification of Criminal Suspects: Field and Laboratory Procedures (p. 100)

MID-TERM EXAM

January	Chapter 5, Legal Issues in Criminal Investigations (p. 150)
February	Chapter 6, Interview and Interrogation (p. 192)

CULMINATING PROJECT

March	Chapter 7, Criminal Intelligence and Surveillance Operations (p. 221)
April	Chapter 8, Management of Informants and Undercover Operations (p. 255)
May	Chapter 9, Death Investigations (p. 284)

June **FINAL EXAM**

Course Title: Criminal Justice 4

Course Number: 8918040

Course Credit: 1

Course Description:

This is a one-credit course focused on the Public Service Aide certification. It also delves more deeply into the fundamentals of criminology, types of crimes, prosecution, and treatment of various classes of criminal deviants.

Year 4 curriculum pacing: The following topics will be covered:

September	Chapter 10, Robbery (p.325)
October	Chapter 11, Assault Related Offenses (p. 342)
November	Chapter 12, Missing and Abducted Persons (p. 381)
December	Chapter 14, Theft and Related Offense (p. 454)

MID-TERM EXAM

January	Chapter 13, Crimes Against Children: Child Abuse and Child Fatalities (p. 414)
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February	Chapter 15, Arson, Bombings, and Terrorism (p. 505)
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CULMINATING PROJECT

March	Chapter 16, Gangs, Organized Crime, and Drugs (p. 542)
April	Chapter 17, White Collar and Computer Crimes (p. 587)
May	Chapter 18, Prosecution (p. 617)
June	FINAL EXAM

Program Objectives:

- ✓ Identify the history, goals, and career opportunities in the criminal justice system.
- ✓ Interpret ethics and professionalism in relation to the criminal justice system.
- ✓ Discuss constitutional and criminal laws at the federal, state, and local levels.
- ✓ Describe court systems and trial processes.
- ✓ Discuss the juvenile justice system.
- ✓ Describe the correctional system.
- ✓ Utilize personal, interpersonal, and communication skills.
- ✓ Demonstrate employability skills.
- ✓ Describe and demonstrate characteristics and procedures of patrol.
- ✓ Describe crime prevention programs and demonstrate their development and implementation.
- ✓ Prepare written reports.
- ✓ Describe and demonstrate traffic-control procedures.
- ✓ Describe and demonstrate parking enforcement procedures.
- ✓ Describe the use-of-force continuum guidelines as it applies to Federal, State, and local laws and physical proficiency skills.
- ✓ Demonstrate safety precautions, first aid, and cardiopulmonary resuscitation (CPR).
- ✓ Describe procedures to prevent the transmission of sexually transmitted diseases, including AIDS and other blood-borne pathogens.
- ✓ Discuss crime scene safety.
- ✓ Describe and demonstrate criminal investigation procedures.
- ✓ Describe and/or demonstrate forensic science tasks, such as fingerprinting, crime laboratory examination, and forensic photography.
- ✓ Explain and demonstrate property control procedures.
- ✓ Explain and demonstrate a traffic crash investigation.
- ✓ Demonstrate computer literacy.
- ✓ Apply job related math skills.
- ✓ Demonstrate an awareness of cultural diversity.
- ✓ Earn Microsoft Office Specialist Industry Certification

Public Service Aide Certification

- ✓ State the authority of the TCI as outlined in Chapter 316.640, Florida Statute.
- ✓ List the procedures of traffic crash scene management.
- ✓ Describe how to properly execute scene management.
- ✓ List the basic principles of traffic crash investigations.
- ✓ Determining the causation of a crash.
- ✓ Describe and demonstrate how to complete the on-site Crash investigation.
- ✓ Document and complete a report.
- ✓ Describe courtroom demeanor and testimony.
- ✓ Explain the community service officer's/police service aide's role, ethics, and professionalism.
- ✓ Demonstrate patrol procedures.
- ✓ Demonstrate investigative report writing skills.
- ✓ Conduct preliminary property crime investigations.
- ✓ Participate in job shadowing/work based learning experiences.