

THIS AGREEMENT (hereinafter the "Agreement") is entered into this 1st day of October 2015, between the City of Hallandale Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY/GRANTOR") and Harmony Development Center, Inc., a Florida not for profit corporation (hereinafter referred to as the "GRANTEE").

**WHEREAS**, The City of Hallandale Beach (CITY) through the 2016-2017 Fiscal Year Budget has grant funds to support Community Partnership programs and services that will benefit the residents of Hallandale Beach; and

**WHEREAS**, The intent of this funding is to allocate resources to qualified nonprofit organizations that support meaningful community programs and service learning opportunities and political subdivisions of the State of Florida whose primary core services is education.

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

### **1. Program Description/Deliverables and Project Execution**

The City of Hallandale Beach hereby grants to GRANTEE a Community Partnership Mini-Grant in an amount not to exceed \$5,000.00 in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the funding request 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 residents of the City of Hallandale Beach.**

GRANTEE shall use funding for services as described in this Agreement. GRANTEE agrees to submit in writing, any deviation from the attached Mini Grant Application to the CITY for approval prior to the implementation of changes.

The term of this Agreement shall commence on October 1, 2016, or the date it is fully executed by both parties (whichever is later) and shall end no later than September 30, 2017.

### **2. Payment and Reporting**

Grantee will be issued a one-time advance payment for the program. A Payment Request Form is required at which time funding will be disbursed. Grantees are required to submit a Mid-Year Report, which is due April 10, 2017, and Final Report, due October 30, 2017. If GRANTEE's program is completed prior to the full fiscal year and all grant funds have been disbursed, a Final Report is due thirty (30) days after completion of the project. Also to include an expense report of funds that was disbursed.

The CITY reserves the right to require reports more frequently than stated above if necessary, but no more than once a month.

### **3. Project Withdrawal**

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

In the event an approved project cannot be completed, and if Grant Amount was advanced, those funds, plus any accrued interest, must be returned to the CITY.

### **4. Documentation and Recordkeeping**

GRANTEE shall maintain all records related to performance of this agreement and agrees to maintain satisfactory financial accounts, documents and records for the Project. Such records shall be available for a period of three years from the date of receipt of final 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.

### **5. Promotion of Program Services**

GRANTEE agrees to promote the CITY if applicable when marketing, website, media opportunities, etc. The GRANTEE further agrees to assist the CITY in making a strong case for Community partnerships by providing timely, accurate data and reporting as requested regarding social service needs.

### **6. Termination**

This Agreement shall be terminated upon the occurrence of:

- (1) Breach of his Agreement by the GRANTEE;
- (2) Written notice from the CITY to the GRANTEE to terminate the services under this Agreement, which notice may be given in the sole discretion of the CITY with or without cause; or
- (3) Upon receipt by CITY of written notice from the GRANTEE of GRANTEE'S intent to terminate this Agreement; or
- (4) Failure to maintain 501(c) (3) status.

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.

## **7. 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.

## **8. Charitable Purpose**

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

## **9. Obligations of Grantee**

The GRANTEE shall carry out the services and activities described this Grant Agreement. The Grant Application and any subsequent changes or additions approved in writing by the CITY is hereby incorporated in this Agreement as though set forth in full in this Agreement. This Agreement may only be amended upon the written agreement of both the CITY and the GRANTEE.

## **10. Governing Laws**

This Agreement shall be governed by the laws of 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.

## **11. 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 original certificates of insurance indicating that the GRANTEE is in compliance with the provisions of this Agreement.

1. The GRANTEE shall also provide Worker's Compensation Insurance as required by the laws of the State of Florida.

2. 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. To the fullest extent permitted by law, the GRANTEE agrees to indemnify and hold-harmless the CITY, its officers and employees from any claims, liabilities, damages,

losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.

## **12. Notices**

All notices provided for or required under this Agreement shall be made by certified mail, return receipt requested to the addresses set forth below:

**City of Hallandale Beach:**

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

**With Copy to:**

Human Services Department  
Attn: Community Partnership Grants  
1000 NW 8<sup>th</sup> Avenue  
Hallandale Beach, FL 33009

**Grantee:**

Myriam Campo-Goldman, President  
Harmony Development Center, Inc.  
12233 SW 55<sup>th</sup> Street, Suite 801  
Cooper City, FL 33330

## **13. Contingencies**

Both City and the Grantee recognize that there exists the possibility of contingent events which may adversely impact the Grantee's ability to provide services as provided for under this and other agreements with other Grantees, including without limitation, the failure of contributors to remit funds pledged. In the event that any such contingencies should develop or occur, the City shall have the right to reduce the amount of funds, suspend the services until conditions change or terminate this agreement and be relieved of its obligation to deliver according to this agreement.

## **14. Compliance**

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.

### **15. 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.

### **16. 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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

[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 21, day of September 2016, and Harmony Development Center, Inc. signing by and through its President duly authorized to execute same.

**CITY**

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
Mario Bataille  
City Clerk

By \_\_\_\_\_  
Daniel Rosemond  
City Manager

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
V. Lynn Whitfield  
City Attorney

[EXECUTION CONTINUED ON NEXT PAGE]

**GRANTEE**

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name and Title Signed Above)

\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

**EXHIBIT A**  
**WORK PLAN/SCOPE OF WORK**

**Agency Name:** Harmony Development Center, Inc.

**Program Name:** Restorative Justice Conferencing Pilot Project for Hallandale Beach PROMISE Students

**I. Program Intent**

Harmony Development Center (HDC) was founded in direct response to the need for quality diversionary and therapeutic services for youth who were engaged in delinquent and pre-delinquent behaviors. HDC's mission is to empower youth and families to thrive as productive, peaceful members of the community and its vision is that all communities will thrive in harmony. HDC has provided diversion, restorative justice conferences, circles, and trainings on restorative justice conferencing, civil citation, and individual/family/group therapy, community service learning projects, pro-social activities, career counseling, and a host of activities to at-risk youth in Broward County.

This is a pilot project for Hallandale Beach youth referred to the Broward County Public School PROMISE Program to be eligible to participate in Restorative Justice Conferencing and Circles, a tool that allows those who have been most affected by an incident to come together to repair the harm done and prevent recurrence, as well to learn the impact of their offences have in others and in their community. The RJ pilot project will provide Hallandale youth/families, and community with human resources that can improve quality of life. The PROMISE Program serves over 4,500 students in Broward County annually.

Conferencing is a victim-sensitive approach to addressing wrongdoing, and is re-integrative, allowing a person to make amends and avoid stigmatization. Restorative Justice conferencing permits the victim of crime to be involved in the outcomes of the justice process, gives them an opportunity to tell their story and be heard and understood by the offender and the community, allows the victim to ask questions of the perpetrator that will assist them with recovering from the emotional effects of the offense. The process is intended to increase offender competences, sense of responsibility by understanding their accountability by identify victims' needs and what needs to be done to repair the damages creating to victims, to see the human cost of his/her actions. The RJ circles will help students to build positive relationships, understand the impact of their offences like bullying has in others and prevent the re-offence. Circles invites to kindness, respect, caring ways to behave toward each another.

This approach contributes to long-term community health and a decreased fear of crime.

A. **Target populations** for the Restorative Justice Conferencing Pilot Project for Hallandale Beach PROMISE Program are youth residing in Hallandale Beach ages 9 to 17 who have been referred through the Broward County Public School's PROMISE Program, and have committed the following infractions:

- Assault/Threat (Medium)
- Bullying
- Disruption of Campus (Major)
- Harassment
- Making False Accusations (Staff)
- Petty Theft <\$300
- Vandalism/Damage to Property <\$1,000



**B. Method of Service Delivery (Mandatory Components)**

Service Name and Description	# of Participants to Be Served
<b>Restorative Justice Conferencing Pre-Conferencing:</b>	15
<b>Restorative Justice Conference:</b> Restorative Justice conferences shall involve the offender, the victim, family members, community representatives and/or others impacted directly or indirectly by the offense, in order to discuss the impact of the offense and to devise a plan of action to address the offense. As part of this process, victims shall be afforded the opportunity to share how the crime impacted them, giving the offender a greater awareness of the physical, emotional, financial and psychological consequences of his/her criminal actions. Through this process, the offender shall also be given opportunities to apologize and make amends for the offending behavior. A Reparation Agreement shall be developed during the Restorative Justice Conference and program staff shall follow-up with youth to ensure that all of the elements of the Reparation Agreement have been completed prior to program completion.	15
<b>Restorative Justice Conferencing Follow-Up:</b> A Reparation Agreement shall be developed during the Restorative Justice Conference and program staff shall follow-up with youth to ensure that all of the elements of the Reparation Agreement have been completed prior to program completion.	15
<b>Restitution and/or Community Service:</b> Restitution shall be determined by the referral source or the Provider through the Restorative Justice process, with victim input. HDC staff shall collect all payments. Failure to comply with the restitution repayments shall be reported to PROMISE. In the event that the youth and/or his or her parent/caregiver has documentable difficulties with satisfying the requirement, the Case Manager shall make diligent efforts to refer them for employment, etc., including part-time or day work. If the parent/caregiver is paying the restitution for the youth, the Case Manager, through the Restorative Justice conference, will hold the youth accountable to the parent/caregiver to repair the harm through extra chores, etc., and the Case Manager shall follow up with the family to ensure that the youth is held to his/her agreement.	15
<b>Circles:</b> A structured process of communication that helps participants reconnect with a joyous appreciation of themselves and others. Encourage each participant to step in the direction of their best self. Students will learn to value and regularly use pro-active, positive ways to build and maintain a peaceful classroom community.	30

**C. Service Locations:**

The GRANTEE shall provide program services at the following location(s):

Site	Street Address	City	Zip Code
Pine Ridge Education Center	1251 SW 42 <sup>nd</sup> Avenue	Fort Lauderdale	33317

**D. Dates/Days/Hours of Operation:** The GRANTEE shall operate the program from October 1, 2016 through September 30, 2017. Daily hours of operation shall be as follows:

October 1, 2016 - June 2017
The conferences will occur during the school year. Times and days of service provision will be determined on a case-by-case basis working with all parties involved to schedule meetings and conferencing at times that can accommodate various schedules of all involved.

Additionally, special program activities and events may take place on evenings and Saturdays as needed. The GRANTEE agrees to notify the City within three (3) days in the event of changes to service locations and/or hours of operation.

**E. Partnership Recognition**

The GRANTEE shall make a concerted effort to promote the CITY and the GRANTEE as partners for these program services. Program staff shall be fully aware of the partnership and able to articulate that their program is supported and funded by the CITY.

**F. File Management**

Documentation: The GRANTEE will maintain all appropriate supporting documentation to demonstrate they satisfied the requirements for delivering services as it is defined and paid for during the contract period.

Statistical Demographic Report: The GRANTEE agrees to maintain complete and accurate data and support data quality assurance mechanisms. Failure to implement these measures may impact future funding.

### G. Method of Payment

1. CITY agrees to pay GRANTEE the total amount of **\$5,000.00** for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by GRANTEE as full compensation for all such work. It is acknowledged and agreed by GRANTEE that this amount is the maximum payable and constitutes a limitation upon the CITY's obligation to compensate GRANTEE for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon the GRANTEE's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
2. Payment shall be due within thirty (30) days of date stipulated on the invoice, provided invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.
3. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

### H. Work Plan

Work Task	Start-Up Date	Date of Completion	Funds Required

## I. Performance Measures

The GRANTEE shall report individual outcome measurement results. Upon CITY request, GRANTEE shall also report in narrative form, the reasons for dropping-out and failures to achieve the outcomes, as well as, describing any factors that effected outcome achievement or measurement. The GRANTEE shall be responsible for purchasing and including in program budgets outcome tools applicable to their programs.

<b>Performance Measures</b> <b>Restorative Justice Conferencing Pilot Project for Hallandale Beach PROMISE Students</b> <b>October 1, 2016- September 30, 2017</b>			
<b>How Much Did We Do?</b>			
<b>Performance Measure</b>	<b>Goal per Contract</b>	<b>Evaluation Tool</b>	<b>Administration Schedule</b>
# of contracted youth actually served	30	Client Data Tracking Sheet	Analyzed on a Quarterly Schedule
% of funded allocation utilized	95%	Monthly Report	Analyzed on a Quarterly Schedule
<b>How Well Did We Do It?</b>			
Program Services Site Visit Observations and Programmatic Monitoring	On Track/Meets Expectations	Site Visit and Monitoring Report	Analyzed on a Quarterly Schedule
<b>Is Anyone Better Off?</b>			
Percent of youth who enter the program that successfully complete the program	85%	Client Data Tracking Sheet/Attendance Log	Analyzed on a Quarterly Schedule
Percent of youth who enter the program will have no violations during program participation	90%	JJIS Face Sheet	Pretest at program entry and Posttest at the end of service delivery
Percent of youth who complete the program will not re-offend 3, 6, and 12 months post program completion	90%	JJIS Face Sheet	Analyzed 3, 6 and 12 months post program completion

## EXHIBIT B

### Budget

Project Name:		Organization:		
Budget Categories	Amount Requested	Other Funding	In-kind Funding	Method of Calculation
Staff Salaries (Annual salary rate for positions that are direct costs to the program)				
Contractual Services/Consultants (position title, services to be provided)				
Supplies (office supplies, printing/postage, training materials, snacks, books, etc.)				
Background Screening				
Administrative/indirect expenses (Limited to 10% of the requested amount less the Administrative Costs. MUST be itemized and defined.				
Other/Misc.				
TOTAL Requests				

**Exhibit C  
FY 2016**

**ADVANCE PAYMENT REQUEST**

<b>Grantee Name</b>
<b>Project Title</b>

<b>a. Grant Amount</b>	\$	
<b>b. Funds Received to Date</b>	\$	
<b>c. Available Grant Amount (a minus b)</b>	\$	
<b>d. Amount Requested</b>	\$	
<b>e. Balance of Funds available for this Agreement Amount requested (c minus d)</b>	\$	
<b>Justification for Requested Amount.</b> NOTE: Must be in compliance with program budget line items (e.g., method of calculation for salaries, consultants, supplies, etc.):		
<b>Signature:</b>		
<b>Print Name:</b>	<b>Date</b>	

<b>FOR CITY USE ONLY</b>	
<b>Staff Review and Date</b>	
<b>PAYMENT APPROVAL SIGNATURE</b>	<b>DATE</b>

**Exhibit D  
FY 2017**

**MONTHLY PROGRESS REPORT**  
**Date Report Due: 10<sup>th</sup> of each month**  
**Reporting Period: \_\_\_\_\_**

**Project Description**

Project Name		
Person Preparing the Report/ Job Title:		Phone #
Project Start-Up Date:	Project Completion Date:	Amended Completion Date (if applicable):

**Project Cost**

	(A) Budget Allocation	(B) Funds Expended for the month	(C) Funds Expended to date	(D) Percentage of funds utilized to date (C/A=D)
Staff Salaries				
Contractual Services/Consultants				
Supplies				
Background Screening				
Administrative/Indirect Expenses				
Other/Misc.				
Total				

**Performance Measures**

# of contracted youth actually served:
% of funded allocation utilized:
% of youth who enter the program that successfully complete the program:
% of youth who enter the program will have no violations during program participation:
% of youth who complete the program will not re-offend 3, 6, and 12 months post program completion:

**I certify that the information contained in this Monthly Progress Report and Attachments are true and correct to the best of my knowledge.**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

**EXHIBIT E**  
**FY 2017**  
**MID YEAR REPORT**  
**Date Report Due: April 10, 2017**

**Project Description**

Project Name		
Person Preparing the Report/ Job Title		Phone #
Project Start-Up Date:	Project Completion Date:	Amended Completion Date (if applicable):

**Project Cost**

	(A) Budget Allocation	(B) Funds Expended for the month	(C) Funds Expended to date	(D) Percentage of funds utilized to date (C/A=D)
Staff Salaries	\$	\$	\$	%
Contractual Services/Consultants		\$		%
Supplies				%
Background Screening				%
Administrative/Indirect Expenses				%
Other/Misc.				%
Total				

**Performance Measures**

# of contracted youth actually served:
% of funded allocation utilized:
% of youth who enter the program that successfully complete the program:
% of youth who enter the program will have no violations during program participation:
% of youth who complete the program will not re-offend 3, 6, and 12 months post program completion:

**I certify that the information contained in this Mid-Year Report and Attachments are true and correct to the best of my knowledge.**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**



**EXHIBIT E  
FY 2017  
FINAL REPORT**

**FINAL REPORT GUIDELINES**

The Final Report is an opportunity for you to inform the City about the important work you do, and it is a valuable tool for the City to use in assessing the success of the project and future funding considerations for your organization. Please complete the report and submit to the City within thirty days of completion of your project.

**Agency Name:** \_\_\_\_\_

**Date Final Report Submitted:** \_\_\_\_\_

**1. Complete the chart below:**

**A. Project Information:**

Project Name		
Person Preparing the Report/ Job Title		Phone #
Project Start-Up Date		
Number of participants served during this period	Hallandale Beach Residents _____	Non- Hallandale Beach Residents _____
Participant Status to Date	Active: _____	Terminations: _____ Successful: _____
Completion Date:		Total Number Served
Amended Completion Date (if applicable)		

**B. Project Cost**

Total Project Cost		Funds Expended to Date	Percentage
City Funding	\$	\$	%
Other Funding	\$	\$	%
(specify source )			

**FINAL REPORT  
(Continued)**

**Please provide the information requested below on Agency letterhead. All information must be submitted typed using an 11pt font.**

2. The actual number of individuals served by the City grant award. (Provide back-up to support number of individuals served; i.e. copies of sign-in sheets, call logs, etc.)
3. List the specific activities used to accomplish the project goals and objectives. In the case of classes, workshops, performances, and the like, indicate the number, frequency, duration, and number of participants. Example: A total of six workshops took place on a monthly basis with each workshop lasting two hours. Ten individuals attended each workshop. (Provide copies of participant attendance logs.)
4. List the evaluation methods used to determine the extent to which objectives and goals were met. Provide copies of evaluation tools, such as surveys or tests, when possible. If no evaluation tool is used, please indicate such.
5. Indicate how you publicly recognized The City of Hallandale Beach. For example, brochures, program booklet, in annual report, press release, web site. Provide copies of all collateral materials and copies of any media coverage the project has received.
6. Describe unexpected challenges or opportunities you encountered, if any. You may want to explain why you were unsuccessful at some levels of services. You are also encouraged to share your success stories.
7. Please also submit the following financial information:
  - a) Accounting of actual expenses using the Final Expenditure Report Form provided.
  - b) Copies of all expenditures to include receipts, payroll, etc.
8. Submit an overall Project Summary.
9. The Final Report must be signed by the Authorized Representative.

