

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF A LICENSE AGREEMENT FOR THE USE OF CITY FACILITIES, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE NORTH MIAMI ELDERLY CENTER FOR OPERATION OF AN ELDERLY ACTIVITY AND NUTRITIONAL PROGRAM AT THE GRIFFING ADULT CENTER; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the North Miami Elderly Center is a nonprofit organization which provides home health and center-based care to the elderly population in the City of North Miami (City); and

WHEREAS, the North Miami Elderly Center is proposing to operate an elderly community activity and nutritional program at the Griffing Adult Center; and

WHEREAS, the program will provide services to the elderly community including activities to increase physical and mental stimulation, social services, workshops, counseling, arts and crafts, pain and tension relief massages, Tai Chi exercise classes, and a congregate meal site program; and

WHEREAS, the Mayor and City Council find it is in the best interest of the City and its residents to enter into a license agreement for use of City facilities with North Miami Elderly Center for the operation of an elderly activity and nutritional program at the Griffing Adult Center.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authorization to Execute License Agreement for use of City Facilities.

The Mayor and City Council of the City of North Miami, Florida, hereby approve the execution of a license agreement for use of City facilities, in substantially the attached form, between the City of North Miami and The North Miami Elderly Center, for operation of an elderly activity and nutritional program at the Griffing Adult Center.

Section 2. Authorization of City Manager. The City Manager is hereby authorized to do all things necessary to effectuate the terms of the License Agreement for use of City Facilities.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2013.

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Lucie M. Tondreau	_____ (Yes)	_____ (No)
Vice Mayor Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilperson Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)

**LICENSE AGREEMENT FOR THE USE OF CITY FACILITIES
BETWEEN THE CITY OF NORTH MIAMI
AND
THE NORTH MIAMI ELDERLY CENTER**

THIS AGREEMENT is made this _____ day of _____, 2013, between the City of North Miami, a municipal corporation organized under the laws of the State of Florida (City), and the Haitian Elderly Center, Inc./Sant Gran Moun Ayisyen-An, a Florida nonprofit corporation d/b/a North Miami Elderly Center (Center).

RECITALS

WHEREAS, the City owns a certain facility known as the Griffing Adult Center, and the Center is desirous of using this facility; and

WHEREAS, the City is willing to allow the Center the use of this City facility to operate an elderly community activity and congregate meal site program for elderly residents in City.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are true and correct.
2. **GRANT OF LICENSE.** The City grants the Center a rent-free license to use the Griffing Adult Center located at 12220 Griffing Boulevard, North Miami, FL 33161 to operate an elderly community activity and congregate meal site program.
3. **MAINTENANCE OF FACILITY.** The Center shall bear the cost and responsibility of providing and erecting all equipment, materials and property necessary to operate and maintain the community activity and congregate meal site program.
4. **USE OF FACILITY.** The Center has the right to use the facility described in Paragraph 2, Monday thru Friday between the hours of 8:00 a.m. and 5:00 p.m. to provide social, cultural and recreational activities, nutritional counseling and to provide meals to the elderly.
5. **OPERATION OF FACILITY.** The Center shall maintain the facility in such a manner clean and free from surrounding debris, rodents, pests, and odor at all times. The Center will be responsible, at its own expense, for any maintenance work which may be necessary to keep the facility in the condition required by the City. The Center agrees to comply with all applicable laws, statutes, regulations, ordinances and rules while in the facility or conducting activities. At no time shall the Center permit the number of individuals occupying the facility to exceed the maximum occupancy.
6. **RIGHT TO ENTER.** The City shall have the right to enter and inspect the

facility as necessary to insure compliance with the terms of this agreement and as may be required to preserve the health, safety and welfare of the community.

7. **INSURANCE.** The Center shall obtain and maintain in effect insurance policies and coverage acceptable to the City for use of the facility and conduct of activities within the facility. The Center shall file with the City, certificates of insurance naming the City as an additional insured. Such insurance may not be canceled, amended or permitted to lapse except upon a minimum of thirty (30) days' prior written notice to the City. The Center shall solely responsible for payment of any deductible required by such insurance in the event of a paid claim.
8. **INDEMNIFICATION.** To the fullest extent permitted by law, the Center agrees to defend, indemnify and hold harmless the City, its officers, employees, and agents from and against any and all liability, costs and expenses, including attorney's fees for any and all claims, demands, judgments, loss or damages on account of injuries, disease or death to any person or damage to any property, in any way arising out of this Agreement.
9. **LIMITATION OF LIABILITY.** The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages due to an alleged breach by the City or for any action or claim arising out of this Agreement, so that its liability is limited to a maximum of \$100.00. The Center expresses its willingness to enter into this Agreement with recovery from the City for any action or claim arising from this Agreement to be limited to a maximum amount of \$100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, the Center agrees that the City shall not be liable to the Center for damages in an amount in excess of \$100.00, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity and no claim or award against the Licensee shall include attorney's fees, investigative costs or pre-judgment interest.
9. **RISK OF LOSS.** The Center understands and agrees that it bears the risk of loss for theft, loss, injury or destruction of any equipment, property, and material brought onto and stored in and about the City facility. The Center agrees to insure or self insure its respective interest in personal property to the extent it deems necessary and appropriate and waives all rights to recovery for loss or damage of the property by any cause.
10. **CONTRACT TERM.** This Agreement shall commence on December 1, 2013 and shall continue through December 1, 2014, unless sooner terminated. This agreement may be renewed annually thereafter, upon the mutual consent of the parties.
11. **TERMINATION.** This agreement may be terminated for any reason upon ten

(10) days advance written notice to the other party. Further, this agreement may be terminated by mutual consent in writing at any other time. Upon termination, the Center shall remove its equipment, property and materials from the site and shall restore the facility to its prior condition.

12. **NOTICE.** Where notice is required or permitted under this agreement, it shall be deemed given when in writing and sent by first class mail, return receipt requested, or delivered in person to the parties at the following addresses:

To the Center: Daniel Calixte, Registered Agent
822 N.E. 125th Street, Suite 102
Miami, FL 33161

To the City: City Manager
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

With a copy to: City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

or such other address as the parties from time to time may designate in writing.

13. **FLORIDA LAW.** This agreement shall be governed by and construed in accordance with the Laws of the State of Florida and venue shall be in Miami-Dade County, Florida.
14. **ASSIGNMENT.** The Center may not assign or transfer this Agreement or any part of this Agreement.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the City and the Center in regard to the subject matter and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. It has been induced by no representations, statements, or agreements other than those expressed. No agreement subsequently made between the parties shall be binding on either party unless reduced to writing and signed by the authorized representative of the parties.
16. **SEVERABILITY.** If any provision or provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and the remaining provisions shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as follows:

ATTEST:

Haitian Elderly Center, Inc./Sant Gran Moun
Ayisyen-An, a Florida nonprofit corporation
d/b/a North Miami Elderly Center

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal
Corporation:
"City"

By: _____

By: _____

Michael A. Etienne
City Clerk

Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Regine M. Monestime
City Attorney