

**THIRD RENEWAL OF GRANT PROGRAM AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI AND
NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS' SERVICES, INC.**

THIS THIRD RENEWAL OF GRANT PROGRAM AGREEMENT ("Third Renewal") is made and entered into this 23rd day of February, 2016, by and between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL ("City") and **NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS' SERVICES, INC.**, a State of Florida not-for-profit corporation, having its principal office at 620 NE 127th Street, North Miami, FL 33161 ("Foundation"). The City and Foundation shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, the Foundation was incorporated in December of 1974, with the mission of reducing the day-to-day struggles experienced by frail and elderly residents of the City; and

WHEREAS, since its incorporation, the Foundation has been true to its mission serving hundreds of needy recipients having difficulty completing daily living activities due to age and infirmities; and

WHEREAS, the City has previously recognized the efforts of the Foundation and its crucial impact on affected families and the community at large; and

WHEREAS, on September 30, 2012, the Parties executed a Grant Program Agreement ("Grant Agreement") for the provision of community based social services to the City's elderly population with low to moderate incomes and who are unable to independently complete daily living activities, as more specifically outlined in the Foundation's Proposal Description ("Services"); and

WHEREAS, the initial term of the Grant Agreement was for one (1) year, terminating on September 30, 2013, and allowing the City the sole option of renewing the Grant Agreement for an additional period twelve (12) months; and

WHEREAS, on September 25, 2013, the Mayor and City Council adopted Ordinance No. 1358 approving the City Budget for Fiscal Year 2013-2014, commencing October 1, 2013, through September 30, 2014, and thereby authorizing (among other things), the allocation and appropriation of funds for the continuation of Services by the Foundation; and

WHEREAS, on December 1, 2013, the City administration executed a Renewal of Grant Program Agreement with the Foundation for the continued provision of Services, with the grant funding approved by the Fiscal Year 2013-2014 City Budget; and

WHEREAS, on September 22, 2014, the Mayor and City Council adopted Ordinance No. 1377 approving the City Budget for Fiscal Year 2014-2015, commencing October 1, 2014, through

September 30, 2015, and authorizing (among other things), the allocation and appropriation of funds for the continuation of Services by the Foundation; and

WHEREAS, the City administration renewed the Grant Agreement through September 30, 2015, as funded by the approved Fiscal Year 2014-2015 City Budget, allowing the Foundation to continue to provide Services to members of our community in dire need, in accordance with the terms and conditions of the Grant Agreement; and

WHEREAS, the City continues to be faced with a mounting demand for Services, and the Foundation desires to continue to provide specialized community-based social services including, but not limited to, the Scope of Services outlined in the Grant Agreement; and

WHEREAS, on September 30, 2015, the Mayor and City Council adopted Ordinance No. 1392 approving the City Budget for Fiscal Year 2015-2016, commencing October 1, 2015, through September 30, 2016, and authorizing (among other things), the allocation and appropriation of funds for the continuation of Services by the Foundation; and

WHEREAS, the City administration desires to renew the Grant Agreement through September 30, 2016, as funded by the approved Fiscal Year 2015-2016 City Budget, allowing the Foundation to continue to provide Services to members of our community in dire need, in accordance with the terms and conditions of the Grant Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. The City hereby renews the Grant Agreement for the provision of Services, in accordance with the terms, conditions and specifications contained in the Grant Agreement, through September 30, 2016.
2. The Foundation hereby agrees to provide Services, in accordance with the terms, conditions and specifications contained in the Grant Agreement, through September 30, 2016.
3. Ordinance No. 1358, passed and adopted on September 25, 2013, Ordinance No. 1377, passed and adopted on September 22, 2014, and Ordinance No. 1392, are made part of this Third Renewal, and are attached hereto by reference.
4. The Second Renewal of Grant Program Agreement, executed by the Parties on February 27, 2015, is made part of this Third Renewal, and is attached hereto as Exhibit "A" 1.
5. The Parties agree that this Third Renewal shall be made part of the Grant Agreement executed by the Parties on September 30, 2012, attached hereto as Exhibit "B".
6. The City agrees to pay the Foundation the amount not to exceed One Hundred Fifteen Thousand Five Hundred and no/100 Dollars (\$115,500.00), for the provision of Services.

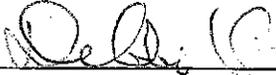
7. The Interim City Manager shall have the right to terminate this Third Renewal at any time, with or without cause, upon ten (10) days written notice to Foundation. The City shall not be liable to Foundation for any additional compensation, or for any consequential or incidental damages.
8. No waiver or breach of any provision of this Third Renewal shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
9. The Foundation agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.
10. Services shall not be subcontracted, transferred, conveyed, or assigned under this Third Renewal in whole or in part to any other person, firm or corporation without the prior written consent of the City.
11. The professional Services to be provided by Foundation pursuant to this Third Renewal shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.
12. This Third Renewal shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.
13. In the event of any dispute arising under or related to this Third Renewal, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Third Renewal, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.
14. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.
16. All other terms, conditions and requirements contained in the Grant Agreement, which have not been modified by this Third Renewal, shall remain in full force and effect.
17. This Third Renewal may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Third Renewal.

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IN WITNESS WHEREOF, the Parties have executed this Third Renewal by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

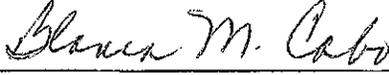
By: 

Print Name: Debbie Kleinberg

Title: Executive Director

Date: February 24, 2016

North Miami Foundation for Senior Citizens' Services, Inc., a Florida not-for-profit corporation: "Foundation"

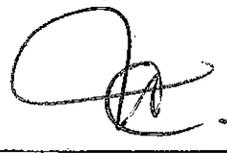
By: 

Print Name: Blanca M. Cobo

Title: Board Member/Authorized signer

Date: February 24, 2016

ATTEST:

By: 

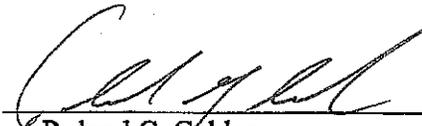
Michael A. Etienne
City Clerk

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

By: 

Arthur H. Sorey, III
Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
Roland C. Galdos
Interim City Attorney