

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

THIS TWELFTH RENEWAL OF GRANT PROGRAM AGREEMENT (“Twelfth Renewal”) is made and entered into on _____, by and between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, located at 776 NE 125 Street, North Miami, FL (the “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 127 Street, North Miami, FL 33161 (the “Foundation”). The City and the 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 (collectively referred hereto as “Services”); and

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

WHEREAS, for Fiscal Year 2023-2024, City administration entered into the Eleventh Renewal of the Grant Program Agreement with the Foundation for the continued provision of Services, with the grant funding approved by the Fiscal Year 2023-2024 City Budget; and

WHEREAS, on September 18, 2024, the Mayor and City Council adopted Ordinance No. 1524 which approved the City Budget for Fiscal Year 2024-2025, commencing October 1, 2024 through September 30, 2025 and authorized the allocation and appropriation of funds for the services provided by the Foundation; and

WHEREAS, on September 25, 2025, the Mayor and City Council adopted Ordinance No. 1536 approving the City Budget for Fiscal Year 2025-2026, commencing October 1, 2025, through September 30, 2026, authorizing (among other things), the allocation and appropriation of funds for the continuation of Services by the Foundation; and

WHEREAS, City administration desires to renew the Grant Agreement through September 30, 2026, as funded by the approved Fiscal Year 2024-2025 and Fiscal Year 2025-2026 City Budgets, allowing the Foundation to continue to provide Services to members of our community, 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, 2026.
2. The Foundation hereby agrees to provide Services, in accordance with the terms, conditions, and specifications contained in the Grant Agreement, through September 30, 2026.
3. Ordinance No. 1358, passed and adopted on September 25, 2013, Ordinance No. 1377, passed and adopted on September 22, 2014, Ordinance No. 1392, passed and adopted on September 30, 2015, Ordinance No. 1405, passed and adopted on September 20, 2016, Ordinance No. 1418 passed and adopted on October 12, 2017, Ordinance No. 1424, passed and adopted on September 17, 2018, Ordinance No. 1443, passed and adopted on September 17, 2019, Ordinance No. 1458, passed and adopted on September 24, 2020, Ordinance No. 1467, passed and adopted on September 22, 2021, Ordinance No. 1486, passed and adopted on September 28, 2022, Ordinance No. 1511, passed and adopted on September 19, 2023, Ordinance No. 1524, passed and adopted on September 18, 2024, and Ordinance No. 1536, passed and adopted on September 25, 2025, are made part of this Twelfth Renewal, and are attached hereto by reference.
4. The Parties agree that this Twelfth Renewal shall be made part of the Grant Agreement.
6. The City agrees to pay the Foundation the amount not to exceed Fifty-Seven Thousand Seven Hundred Fifty Dollars and 00/100 Cents (\$57,750.00) in grant funding for Fiscal Year 2024-2025 and One Hundred Fifteen Thousand (\$115,000.00) in grant funding for Fiscal Year 2025-2026, for the provision of Services.
7. The City Manager shall have the right to terminate this Twelfth Renewal at any time, with or without cause, upon ten (10) days' written notice to the Foundation. The City shall not be liable to Foundation for any additional compensation, or for any consequential or incidental damages.
8. The Foundation acknowledges that pursuant to Article XI and Article XIV of the original agreement, at any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City, the right to audit and examine all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement. It is further understood that all records and supporting documents pertaining to this Agreement shall be kept for a minimum period of three (3) years from the date of expiration of this Agreement. All documents of Recipient, to the extent allowed by law, shall be public records available for inspection and copying. The Recipient must maintain records

necessary to document compliance with the provisions of the Agreement. Additionally, the Foundation agrees that in the event of an audit, the Foundation shall produce all requested records within five (5) business days.

9. No waiver or breach of any provision of this Twelfth 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.

10. 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.

11. Services shall not be subcontracted, transferred, conveyed, or assigned under this Twelfth Renewal in whole or in part to any other person, firm, or corporation without the prior written consent of the City.

12. The Professional Services to be provided by the Foundation pursuant to this Twelfth Renewal shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

13. This Twelfth Renewal shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors, and assigns.

14. In the event of any dispute arising under or related to this Twelfth 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 Twelfth Renewal, including all such actual attorney fees, costs, and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15. 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 Twelfth Renewal, shall remain in full force and effect.

17. This Twelfth 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 Twelfth Renewal.

[Remainder of page intentionally left blank; signature page follows]

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

ATTEST:

Corporate Secretary or Witness:

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

Witnessed By: _____

Signed By: _____

Witness Name: _____

Print Name: _____

Witness Date: _____

Signature Date: _____

ATTEST:

City of North Miami
a Florida Municipal Corporation, "**City**"

Vanessa Joseph, Esq.
City Clerk

Theresa Therilus, Esq.
City Manager

City Clerk Date Signed

City Manager Date Signed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jeff P. H. Cazeau, Esq.
City Attorney

City Attorney Date Signed