

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

**THIS SIXTH RENEWAL OF GRANT PROGRAM AGREEMENT** ("Sixth Renewal") is made and entered into on 2/12/2019, by and between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, located at 776 NE 125<sup>th</sup> 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 127<sup>th</sup> 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 (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 2017-2018, City administration entered into a Fifth Renewal of Grant Program Agreement with the Foundation for the continued provision of Services, with the grant funding approved by the Fiscal Year 2017-2018 City Budget; and

**WHEREAS**, on September 17, 2018, the Mayor and City Council adopted Ordinance No. 1424 approving the City Budget for Fiscal Year 2018-2019, commencing October 1, 2018, through September 30, 2019 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, 2019, as funded by the approved Fiscal Year 2018-2019 City Budget, 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, 2019.
2. The Foundation hereby agrees to provide Services, in accordance with the terms, conditions and specifications contained in the Grant Agreement, through September 30, 2019.
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, and Ordinance No. 1424, passed and adopted on September 17, 2018 are made part of this Sixth Renewal, and are attached hereto by reference.
4. The Parties agree that this Sixth Renewal shall be made part of the Grant Agreement.
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 City Manager shall have the right to terminate this Sixth 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 Sixth 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 Sixth 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 Sixth Renewal shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.
12. This Sixth 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 Sixth 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 Sixth 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.

15. All other terms, conditions and requirements contained in the Grant Agreement, which have not been modified by this Sixth Renewal, shall remain in full force and effect.

16. This Sixth 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 Sixth Renewal.

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

ATTEST: North Miami Foundation for Senior Citizens' Services, Inc., a Florida not-for-profit corporation:  
Corporate Secretary or Witness: **"Foundation"**

Witnessed By: *[Signature]* Signed By: *Blanca M. Cobo*  
Witness Name: Debbie Kleinberg Print Name: BLANCA M. COBO  
Witness Date: 1/17/19 Signature Date: 1/17/2019

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

By: *Michael A. Etienne* DocuSigned by: Michael A. Etienne  
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Michael A. Etienne  
City Clerk  
2/12/2019

By: *Larry M. Spring, Jr.* DocuSigned by: Larry M. Spring, Jr.  
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Larry M. Spring, Jr.  
City Manager  
2/12/2019

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: *Jeff P. H. Cazeau* DocuSigned by: Jeff P. H. Cazeau  
8AF8443D714D491... 2/11/2019  
Jeff P. H. Cazeau  
City Attorney