

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

THIS SEVENTH RENEWAL OF GRANT PROGRAM AGREEMENT (“Seventh Renewal”) is made and entered into on 1/16/2020, 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 (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 2018-2019, City administration entered into a Sixth Renewal of Grant Program Agreement with the Foundation for the continued provision of Services, with the grant funding approved by the Fiscal Year 2018-2019 City Budget; and

WHEREAS, on September 17, 2019, the Mayor and City Council adopted Ordinance No. 1443 approving the City Budget for Fiscal Year 2019-2020, commencing October 1, 2019, through September 30, 2020 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, 2020, as funded by the approved Fiscal Year 2019-2020 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, 2020.
2. The Foundation hereby agrees to provide Services, in accordance with the terms, conditions and specifications contained in the Grant Agreement, through September 30, 2020.
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, and Ordinance No. 1443, passed and adopted on September 17, 2019 are made part of this Seventh Renewal, and are attached hereto by reference.
4. The Parties agree that this Seventh 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 Dollars and 00/100 cents (\$115,500.00), for the provision of Services.
7. The City Manager shall have the right to terminate this Seventh 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 Seventh 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 Seventh 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 Seventh Renewal shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.
12. This Seventh 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 Seventh 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 Seventh 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 Seventh Renewal, shall remain in full force and effect.

16. This Seventh 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 Seventh Renewal.


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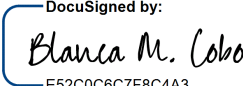
IN WITNESS WHEREOF, the Parties have executed this Seventh Renewal by their respective proper officers duly authorized the day and year first written above.

ATTEST:

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

Corporate Secretary or Witness:

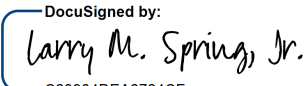
Witnessed By: 
CA8B658BC37140C...
Debbie Kleinberg
Witness Name: _____
1/10/2020
Witness Date: _____

Signed By: 
E52C0C6C7F8C4A3...
Blanca M. Cobo
Print Name: _____
Signature Date: 1/10/2020

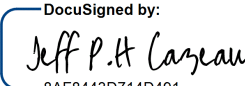
ATTEST:

CITY OF NORTH MIAMI
a Florida Municipal Corporation, **"City"**


BB47A3B4B262492...
Vanessa Joseph, Esq.
City Clerk
1/16/2020
City Clerk Date Signed


C23984DEA2724CF...
Larry M. Spring Jr., CPA
City Manager
1/16/2020
City Manager Date Signed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


BAF8443D714D491...
Jeff P. H. Cazeau, Esq.
City Attorney
1/15/2020
City Attorney Date Signed