RESOLUTION NO. R-2012-3

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A GRANT PROGRAM AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS' SERVICES, INC. FOR COMMUNITY BASED SOCIAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the North Miami Foundation for Senior Citizen's Services, Inc. ("Foundation"), incorporated in December of 1974 with the mission to reduce the day-to-day struggles experienced by frail elderly residents of the City of North Miami ("City"); and

WHEREAS, since its incorporation, the Foundation has been true to its mission and is serving approximately two hundred fifteen (215) residents, having great difficulty completing daily living activities due to age, income and physical limitations; and

WHEREAS, the Foundation provides services benefitting very low to moderate income persons, including the elderly living within the City including but not limited to home delivery meals, companion care, outreach advocacy, crisis intervention and counseling; and

WHEREAS, faced with mounting need in sight of limited resources, the Foundation desires to continue to provide social services to carry on forth its mission; and

WHEREAS, the City desires to engage the Foundation with a Grant Program Agreement, so it may continue to render much needed services to those in need; and

WHEREAS, the City Manager respectfully requests that the Mayor and City Council authorize the execution of a Grant Program Agreement in an amount not to exceed One Hundred Fifteen Thousand Five Hundred Dollars and No Cents ($115,500.00).

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

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami hereby authorize the City Manager to execute a Grant Program Agreement between

the City of North Miami and the North Miami Foundation for Senior Citizen's Services, Inc., for community based social services.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 10 day of January, 2012.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ROLAND C. GALDOS
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Marcellus

Seconded by: Mayor Pierre

Vote:

Mayor Andre D. Pierre, Esq.	X (Yes)	____ (No)
Vice Mayor Marie Erlande Steril	X (Yes)	____ (No)
Councilperson Michael R. Blynn, Esq.	X (Yes)	____ (No)
Councilperson Scott Galvin	X (Yes)	____ (No)
Councilperson Jean R. Marcellus	X (Yes)	____ (No)

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

THIS GRANT AGREEMENT ("Agreement") is entered into as of **January 11 2012**, between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, located at 776 N.E. 125th Street, North Miami, Florida 33161 ("City") and **NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS' SERVICES, INC.**, a not-for-profit Florida corporation located at 620 N.E. 127th Street, North Miami, Fl 33161 ("Recipient"), (collectively the "Parties").

WITNESSETH:

WHEREAS, the Recipient incorporated in 1974 with the mission to reduce the day-to-day struggles experienced by frail elderly residents in the City; and

WHEREAS, since its incorporation, Recipient has been true to its mission serving approximately two hundred fifteen (215) clients having difficulty completing daily living activities due to age;

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

WHEREAS, in times of tremendous need, Recipient desires to continue to provide scarce social services including, but not limited to the Scope of Services listed below; and

WHEREAS, the City desires to engage the Recipient with a financial grant, so it may continue to render Services to those in need.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 Recipient shall provide 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 outline in Recipient's Proposal Description, attached hereto as Exhibit A ("Services").

ARTICLE II
CONDITION OF SERVICES

2.1 The Recipient agrees to the following:

1. The Services shall benefit City residents.
2. The Recipient shall maintain records including, but not be limited to, the following:

a. Client profiles identifying household income, head of household, ethnicity, race and gender.

b. An outreach plan, which insures equitable participation by all eligible City residents.

2.2 The Recipient shall maintain a citizen participation mechanism, which will include, but not be limited to the following:

1. Logging of citizen comments or complaints when received, pertaining specifically to services provided under this Agreement.

2. Copies of comments and/or complaints received in writing referenced in (1) above, and all responses.

ARTICLE III
TERM OF AGREEMENT

3.1 This Agreement shall be deemed effective upon approval and release of funds by the City and execution by both parties, and shall terminate on **September 30, 2012.**

ARTICLE IV
DEFAULT

4.1 For purposes of this Agreement (and the documents referenced or incorporated herein), a default shall include without limitation the following acts or events of the Recipient, its agents and employees, as applicable and as further detailed below:

1. Failure to (i) commence services within thirty (30) days from the date of this Agreement, or (ii) provide the documentation required to make the final payment of the grant, within thirty (30) days from this Agreement's expiration date.

2. Failure to comply with applicable federal, state and local regulations and laws.

3. Breach regarding any of the terms and conditions of this Agreement.

4. Insolvency or bankruptcy.

5. Failure to maintain the insurance required by the City.

6. Failure to maintain federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

4.2 In the event of a breach, the City may exercise any and all rights including those rights expressed in Article V

4.3 Additionally, the City shall be entitled to bring any and all legal and/or equitable actions in Miami Dade County, Florida, in order to enforce the City's right and remedies against the breaching party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

ARTICLE V
TERMINATION

5.1 The City and the Recipient agree that this Agreement may be terminated by either party upon written notice at least thirty (30) days prior to the effective date of such termination, with or without cause.

5.2 The City may also suspend or terminate payment to the Recipient in whole or in part for cause. Cause shall include the following:

1. Failure to comply and/or perform in accordance with this Agreement; or
2. Submission to the City of reports, which are materially incorrect or incomplete.

5.3 The City shall notify the Recipient in writing when payments are being suspended for cause. The notification shall include actions to be taken by the Recipient as a condition precedent to the resumption of payments and a reasonable date for compliance, which shall be no more than thirty (30) days from the notification date.

5.4 It is further agreed that funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Recipient. This Agreement will terminate effective as of the time that it is determined by the City such funds are no longer available.

5.5 In the event of such determination, the Recipient agrees that it will not look to nor seek to hold liable the City for the performance of this Agreement and the City shall be released from further liability under the terms of this Agreement. This shall not release Recipient from the provisions of Article IX.

5.6 It is understood by and between the City and the Recipient that any payment made in accordance with this section to the Recipient shall be made only if the Recipient is not in breach under the terms of this Agreement. If the Recipient is in breach, then the City shall in no way be obligated and shall not pay any sum to the Recipient.

ARTICLE VI
AMENDMENTS

6.1 Any alterations, variations, modifications, waivers, or provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties, and attached to the original of this Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties.

ARTICLE VII
METHOD OF PAYMENT

7.1 The maximum amount payable under this contract is **One Hundred Fifteen Thousand Five Hundred and no/100 Dollars ($115,500.00)** and shall represent the only source of funding received from the City for the Services.

ARTICLE VIII
CONFLICT OF INTEREST

8.1 The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the Recipient.

8.2 The Recipient covenants that the persons described in this section who exercise any functions or responsibilities under this part or who are in a position to participate in a decision making process or gain information with regard to such activities may not obtain a financial interest in any contract, subcontract or benefit from the assisted activity being provided under this Agreement, nor may have a financial interest in any contract, subcontract or agreement with respect to the Services covered under this Agreement, either for themselves or those with whom they have family or business ties.

8.3 Any such interest on the part of the Recipient or its employees shall be disclosed in writing to the City. The Recipient agrees to abide and be governed by the conflict of interest requirements applicable or promulgated by the City, which are hereby incorporated by reference.

ARTICLE IX
INDEMNIFICATION

9.1 The Recipient shall defend, indemnify and hold harmless the City, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs (including attorney's fees) arising from or in connection with this Agreement or any contracts the Recipient may enter into with third parties pursuant to this Agreement. The Recipient shall pay all claims and losses of any nature, and shall defend all suits, on behalf of the City, its officers, employees or agents when applicable and shall pay all costs and judgments which may issue.

ARTICLE X
QUARTERLY REPORTS

10.1 The Recipient shall provide quarterly reports with the following information:

1. Client profile form;
2. A comparison of actual accomplishments with the goals and objectives established for the period (if applicable, use cost data for computation of unit costs);
3. Reasons for unmet goals;
4. The reports for the final contractual quarter of this Agreement shall contain a final evaluation that includes the cumulative totals and other statistical findings (such as the number of dollars spent to render actual services to each client and the

program's overall effectiveness) and shall be due no more than thirty (30) days following this Agreement's expiration.

10.2 Other reporting requirements may be required by the City. The Recipient shall be informed, in writing, if any changes become necessary.

ARTICLE XI
AUDIT AND INSPECTIONS

11.1 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 and shall be to the extent required by law, public records available for inspection and copying. The Recipient must maintain records necessary to document compliance with the provisions of the Agreement.

ARTICLE XII
NOTICES

12.1 It is understood and agreed between the Parties that all notices which may arise in connection with this Agreement shall be considered sufficient when made in writing and mailed or delivered to the appropriate address:

If to the City:	City of North Miami 776 N.E. 125th Street North Miami, FL 33161 Attn: City Manager
With Copies to:	City of North Miami 776 N.E. 125th Street North Miami, FL 33161 Attn: City Attorney
Recipient:	North Miami Foundation for Senior Citizens' Services, Inc. Attn: Ms. Debbie Kleinberg, Executive Director 620 N.E. 127th Street North Miami, Fl 33161 Phone: (305)893-1450 Fax: (305)899-1505

12.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE XIII
SUBCONTRACTS

13.1 The Recipient agrees that no assignment or subcontract will be made in connection with this Agreement.

ARTICLE XIV
ACCESS TO RECORDS

14.1 Recipient, as outlined in Article XI of this Agreement, shall allow access during normal business hours to all financial records to authorized City representatives and agrees to provide such assistance as may be necessary to facilitate financial audit when deemed necessary by the City to insure compliance with applicable accounting and financial standards. The Recipient shall allow access during normal business hours to all other records, forms, files, and documents which have been generated in performance of this Agreement, to those personnel as may be designated by the City.

ARTICLE XV
SEVERABILITY OF PROVISIONS

15.1 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected if such remainder would then continue to conform to the terms and requirements of applicable law.

ARTICLE XVI
INSURANCE

16.1 The Recipient shall maintain during the term of this Agreement, the insurance specified below:

1. Workmen's Compensation Insurance as required by Chapter 440, Florida Statutes.
2. Comprehensive General Liability Insurance in an amount not less than $500,000 combined single limit for bodily injury and property damage. The policy shall be endorsed to include the City and its officers, agents and employees as additional insureds, with all necessary endorsements showing the City as a first party insured.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit for bodily injury and property damage.

The Comprehensive General Liability Insurance coverage as required in paragraph (2) above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Recipient in the performance of this Agreement.

16.2 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and executed by duly licensed agents upon whom service of process may be made in Miami Dade County, Florida. All policies shall have a general policy holders rating of "A" or better and a financial rating no less than "X" as reported by Best's Key Rating Guide, published by A. M. Best company, latest edition.

ARTICLE XVII
CIVIL RIGHTS

17.1 Recipient agrees to abide and be governed by Title VI and VII, Civil Rights Act of 1964 (42 USC 2000 D & E) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sexual orientation, religion, handicap or national origin in performance of this Agreement, in regard to persons served, or in regard to employees or applicants for employment. It is expressly understood that upon receipt of evidence of such discrimination, the City shall have the right to terminate this Agreement.

17.2 The Recipient also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, 42 USC, which provides in part that there shall be no discrimination against persons in any area of employment because of age.

ARTICLE XVIII
LIMITATION OF LIABILITY

18.11 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that its liability never exceed the agreed sum of **One Thousand and no/100 Dollars ($1,000.00)**. Accordingly, and notwithstanding any other term or condition of this Agreement, the Recipient hereby agrees that the City shall not be liable for damages in an amount in excess of **One Thousand and no/100 Dollars ($1,000.00)**, for any action or claim of the Recipient or any third party 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 Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE XIX
VENUE, APPLICABLE LAW

This Agreement shall be governed by the laws of Florida, and any action shall be brought in Miami-Dade County, Florida.

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

ATTEST:

_____
Corporate Secretary

RECIPIENT:

By:_____
President

By:_____
Executive Director

ATTEST:

_____
Michael A. Etienne, City Clerk

CITY OF NORTH MIAMI

By:_____
Stephen E. Johnson, City Manager

Approved as to form:

_____
Roland C. Galdos, Interim City Attorney