

RESOLUTION NO. 2001-42

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH RICHARD RUBIN FOR CONSULTANT SERVICES FOR GRANT APPLICATION PREPARATION AND ADMINISTRATIVE SERVICES; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, The Town Council has on one prior occasion approved the utilization of a grant consultant for the application of grants; and

WHEREAS, the concept that future grant consultant services would be provided on a contingency basis, with no cost to the Town unless the grants were awarded, has been determined not to be a legally appropriate concept; and

WHEREAS, the Town Council does desire to pursue and receive awards for grants that require the expertise of consultants; and

WHEREAS, the Town Council has determined that an agreement for grant consultant services is in the best interest of the Town and is the appropriate method for acquiring said services.

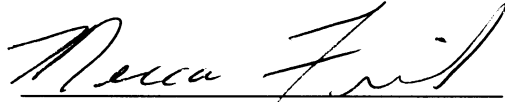
NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into an agreement with Richard Rubin, substantially in the form of the agreement attached as Exhibit "A," providing for grant application preparation and administrative services on the \$80,000 Trailways Grant request.

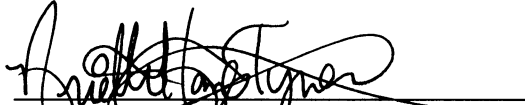
Section 3: That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of March, 2001.



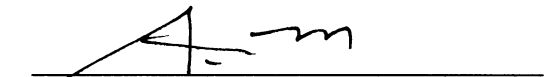
Mecca Fink, Mayor

Attest:



Arielle Haze Fyner, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney

GRANT WRITING AND ADMINISTRATION
AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between the Town of Southwest Ranches, municipal corporation of the State of Florida, hereinafter referred to as "Town" and Richard S. Rubin, hereinafter referred to as "Consultant".

WHEREAS, Richard Rubin has served as grant writer and consultant for various South Florida municipalities, including the Town, and has assisted in obtaining grants for parks and open space, infrastructure, etc. including all other related tasks; and

WHEREAS, the Consultant is currently working as a consultant to the Town for the preparation of three Challenge Grant application to Broward County; and

WHEREAS, the parties desire the Consultant to prepare the necessary documents required to submit application to the Department of Environmental Protection.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Consultant hereby agree as follows:

Section 1: **SCOPE OF SERVICE**

Upon execution of this agreement, the Consultant shall immediately commence to analyze, review and recommend to the Town through coordination with the Town Administrator, the preparation of a grant application in the amount of \$80,000 for Recreational Trails Program – Year 2001 and the administration of the grant per Exhibit "A" Scope of Services.

Section 2: **COMPENSATION**

Town and Consultant agree that the compensation under this Agreement shall be as follows:

- Task I: Lump sum payment upon completion, submission and acceptance of grant application by the granting agency of Four Thousand Four Hundred Dollars (\$4,400.00)
- Task II: Up to and not to exceed Four Thousand Two Hundred Fifty Dollars (\$4,250.00) based upon an hourly rate of \$95.00 per hour.

Total compensation for this agreement shall not exceed the total of compensation for Task I and II of Eight Thousand Six Hundred Fifty Dollars (\$8,650.00) including costs for reimbursable expenses.

Section 3: **TERM**

Town and Consultant agree that this agreement shall be for a period of one year from approval by Town. Based upon mutual agreement by both parties this agreement may be extended for one optional one year period.

Section 4: The consultant shall perform all of the services enumerated in this Agreement solely as an independent contractor, and not as an employee of the Town. The Consultant, as directed by the Town Administrator and the Town Council, shall be responsible for directing its efforts as to the manner and means of accomplishing the work to be performed hereunder by Consultant, pursuant to good and workmanlike practices. The priority, order, performance of services or safety practices shall not effect Consultant's status as an independent contractor and shall not relieve Consultant of the obligations assumed under this Agreement.

Section 5: All work to be performed pursuant to the terms of this Agreement shall be performed by Consultant, and no work shall be subcontracted to other parties or firms by Consultant without the prior consent of the Town.

Section 6: This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and Agreement between the parties and supersedes previous agreements and representations whether written or oral.

Section 7: This Agreement has been a joint effort of the parties, and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 8: Town and Consultant agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner, limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

Section 9: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute on the same Agreement.

Section 10: This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties whom enforcement of such change would be sought.

Section 11: In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect.

Section 12: Both parties agree that signing of this Agreement does not guarantee funding of a specific grant, however, the Consultant shall provide the highest degree of professional grantsmanship.

Section 13: This Agreement constitutes the entire agreement between the parties with respect to the subject matter within and supersedes all previous oral and written representations.

Section 14: Either party may terminate this Agreement without cause by the written notice, sent by US Certified Mail, Return receipt requested, effective fifteen (15) days after the delivery of said notice.

If to Town:

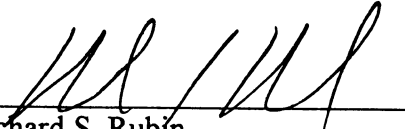
John Canada, Town Administrator
6589 SW 160 Avenue
Southwest Ranches, FL 33331

If to Consultant:

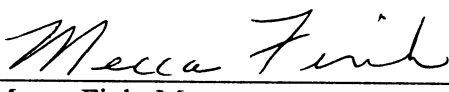
Richard Rubin
5731 SW 196 Lane
Southwest Ranches, FL 33332

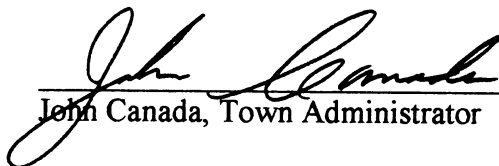
IN WITNESS WHEREOF, this Agreement is accepted and executed on this 10th
day of May, 2001.

FOR RICHARD S. RUBIN AIA

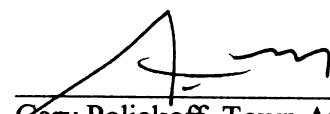

Richard S. Rubin

FOR TOWN OF SOUTHWEST RANCHES


Mecca Fink, Mayor


John Canada, Town Administrator

APPROVED AS TO FORM AND
CORRECTNESS:


Gary Poliakoff, Town Attorney

Scope of Services Grant Writing and Administration

Task I: Preparation of Grant Application

- grant must be professionally prepared
- grant must comply with the published rules and regulations governing the grant application
- grant must be submitted within grant agency requested time frame
- grant must contain full documentation of request
- grant must be approved by appropriate officials

Task II: Grant Administration

- administration shall include all necessary activities required by the granting agency
- administration shall include all necessary activities requested by the Town
- administration shall include follow up with granting agency
- administration shall include timely filing of reports
- administration shall include close out of grant