

**RESOLUTION NO. 2003-37**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH RICHARD RUBIN, INC. FOR 2003/2004 EXPANDED GRANT APPLICATION, DEVELOPMENT, PRESENTATION, FOLLOWUP AND MANAGEMENT SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT FOR \$175,000.00; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town can provide funding for expanded grant services for the Town; and

**WHEREAS**, during 2003 and 2004 the Town will have the unique opportunity to be in a position to acquire approximately \$20.0 million in grants; and

**WHEREAS**, the Town has directed the development of grants that support the acquisition of sites for open space; and

**WHEREAS**, funding for open space sites is available for the County bond issue for open space and from the Florida Community Trust (FCT); and

**WHEREAS**, the Town Administrator has created an expanded grant application, development presentation, follow up and management program.

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

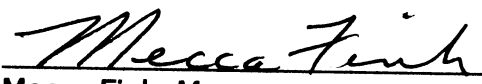
**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

**Section 2:** The Town Council hereby approves an agreement between Southwest Ranches and Richard Rubin, Inc., for grant application, development presentation, follow up and management services for the Town, for a maximum of \$175,000.00, over a two year period.


**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4:** That this Resolution shall become effective immediately upon its adoption.

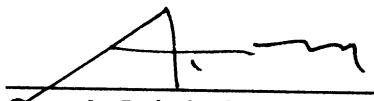
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 13th day of March 2003.

  
\_\_\_\_\_  
Mecca Fink, Mayor

Attest:

  
\_\_\_\_\_  
Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:

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

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2003-37

**AGREEMENT**  
**BETWEEN**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**RICHARD RUBIN, INC.**  
**FOR**  
**GRANT IDENTIFICATION, WRITING,**  
**PRESENTATION AND FOLLOW UP AGREEMENT SERVICES**

**GRANT IDENTIFICATION, WRITING,  
PRESENTATION AND FOLLOW UP AGREEMENT SERVICES**

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 Rubin, Inc., 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 grant applications to the State and Broward County; and

WHEREAS, there are grants available from the State, County and other agencies to meet the needs of the Town of Southwest Ranches, and

WHEREAS, the Town desires the Consultant to prepare the necessary documents required to submit grant applications to the State and other agencies.

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 identify, analyze, review and recommend to the Town through coordination with the Town Administrator, the identification, writing, presentation and necessary follow up of grant applications, per Exhibit "A" Scope of Services.

Section 2: **COMPENSATION**

2.1 Amount of Compensation-

Town and Consultant agree that the compensation under this agreement shall be for Six Thousand Dollars (\$6,000) monthly for a total of Seventy Two Thousand Dollars (\$72,000) annually.

2.2 Reimbursable Expenses-

Town and Consultant agree that all reimbursable expenses under this agreement shall be for Five Hundred Dollars (\$500) monthly for a total of Six Thousand (\$6,000) annually

2.3 Total Compensation-

Town and Consultant agree that the total compensation under this agreement shall be Six Thousand Five Hundred Dollars (\$6,500) monthly for a total of Seventy Eight Thousand Dollars (\$78,000)

2.4 Method of Payment-

Town and Consultant agree that payment will be provided monthly, subject to the delivery to the Town Administrator of a monthly performance report. Said payment will be made within ten (10) working day of the receipt of the monthly performance report.

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 substantive 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 U. S. Certified Mail, Return receipt requested, effective fifteen (15) days after the delivery of said notice.

If to Town:

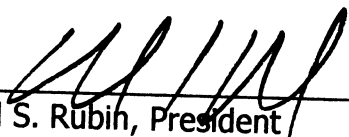
John Canada, Town Administrator  
6589 S. W. 160 Avenue  
Southwest Ranches, Fl. 33331

If to Consultant:

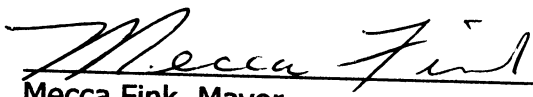
Richard Rubin  
5731 S. W. 196 Lane  
Southwest Ranches, Fl. 33332

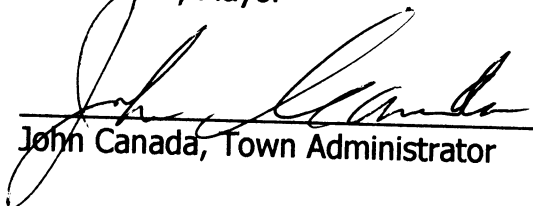
IN WITNESS WHEREOF, this Agreement is accepted and executed on this 13 day  
of February, 2003.

FOR RICHARD RUBIN, INC.


  
Richard S. Rubin, President

FOR TOWN OF SOUTHWEST RANCHES

  
Mecca Fink, Mayor

  
John Canada, Town Administrator

Attest:

  
Arielle Haze Tyner  
Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

  
Gary Poliakoff, Town Attorney

## Exhibit "A"

# Scope of Services

### Identification of Grants

- grant research and assessment professionally conducted
- contact key officials to obtain specific grant information
- meet with and travel to contact essential officials to ensure excellent knowledge of identified grant opportunities

### Writing of Grant

- professional and creative written grant applications
- fully documented grant writing
- draft grant provided to Town Administrator for review and approval
- monthly performance report

### 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

### Necessary Follow up

- necessary follow up with granting agencies will be provide
- necessary follow up with agencies and individuals that can support the grant application
- necessary follow up coordination to insure the maximum focus of appropriate parties that can support the grant application
- provide necessary follow up information with monthly performance report

### Projects to focus on but not be limited to include:

- purchase of the western portion of the New Testament site 25 acres
- multi use trails on Griffin Road and on identified internal roadways
- FEMA mitigation grant for storm and rain storage
- development of entryway park at Griffin Road and US 27
- grant applications for an additional value of \$2.0 million