

**RESOLUTION NO. 2004-38**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH IRA L. COR; PROVIDING FOR LICENSED REAL ESTATE BROKERAGE SERVICES; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, the Town of Southwest Ranches and Ira L. Cor entered into an agreement enabling the Town to contract for licensed real estate services for the acquisition of the Southwest Meadows Sanctuary site on January 15, 2004, pursuant to Resolution 2004-30; and

**WHEREAS**, Ira Cor has provided successful services for the Town of Southwest Ranches in the past; and

**WHEREAS**, the Town Council has directed that the Town negotiate with the Broward County School Board for the sale of a 30 acre site owned by the Town located at Sheridan Street and 190 Avenue; and

**WHEREAS**, the Town has prepared an agreement for Ira L. Cor to provide licensed real estate services to the Town.

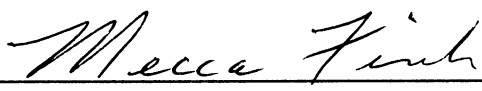
**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

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


**Section 2:** The Town Council hereby 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 3:** This Resolution shall become effective immediately upon its adoption.

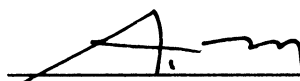
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of February 2004

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

Attest:

  
\_\_\_\_\_  
Shari Canada, Town Clerk

Approved as to Form and Correctness:

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

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**AGREEMENT**  
**BETWEEN**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**IRA L. COR**  
**FOR**  
**LICENSED REAL ESTATE BROKER SERVICES**

**AGREEMENT FOR LICENSED  
REAL ESTATE BROKER SERVICES**

THIS IS AN AGREEMENT ("Agreement") made and entered into by and between the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as "Town" and Ira L. Cor, hereinafter referred to as "Consultant".

WHEREAS, Consultant has served as a licensed real estate broker and consultant for various South Florida municipalities, including the Town, and has assisted in the purchase by the Town of land for parks and open space; and

WHEREAS, the Town has determined that it would be in the best interest of the Town to sell the thirty (30) acres of Town-owned property located at Sheridan Street and S.W. 190<sup>th</sup> Avenue ("Property") to the Broward County School Board; and

WHEREAS, the Town is desirous of utilizing the services and expertise of Ira Cor to facilitate the sale of the Property to the Broward County School Board.

WHEREAS, by Resolution No. 2004-\_\_\_\_, the Town Council authorized the Mayor, Town Administrator and Town Attorney to enter into an agreement with Ira Cor, Licensed Real Estate Broker, for real estate brokerage services to facilitate and effectuate the sale of the Property to the Broward County School Board.

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**

1.1 Consultant shall provide, on behalf of the Town, real estate brokerage services to facilitate and effectuate a sale of the Property to the Broward County School Board, (hereinafter referred to as "Buyer") by negotiation, at a price and on terms and conditions acceptable to Town. Consultant's services shall include delivery of an executed contract ("Contract") for purchase and sale by and between the Town and Buyer.

1.2 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 his 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 affect Consultant's status as an independent contractor and shall not relieve Consultant of the obligations assumed under this Agreement.

1.3 Consultant shall deal with Town and Buyer with honesty and integrity, and shall account for any money entrusted to Consultant.

## Section 2: **COMPENSATION**

### 2.1 Amount of Compensation-

Consultant's total compensation for services rendered in connection with Section 1 above shall be in the amount of six (6%) percent of the purchase price. Consultant shall not be entitled to compensation unless a sale is consummated and Town receives full consideration for the sale at such price as the Town shall deem appropriate.

### 2.2 Method of Payment-

Consultant's fee shall be due and payable at closing of the contemplated transaction and shall be payable from Town's proceeds of the sale of the Property. Consultant's fee shall be paid by wire transfer into Consultants local checking account.

## Section 3: **TERM**

The term hereof shall be for a period of one (1) year and shall begin when this Agreement is signed by the Town and delivered to Consultant ("Term"). The Term shall be automatically extended to any transaction, either within two (2) years after the original end of the Term, or during continued negotiations, whichever is longer. If a written Contract with Buyer is not executed during the Term and the Town later enters into a Contract with the Buyer within two (2) years after the end of the Term, then Consultant shall be entitled to full compensation hereunder, as if the closing occurred during the Term.

## Section 4: **GENERAL PROVISIONS**

4.1 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 written consent of the Town.

4.2 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.

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

4.4 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.

4.5 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 the same Agreement.

4.6 This Agreement may not be changed, altered, or modified except by an instrument in writing, approved by the Town Council and signed by all parties from whom enforcement of such change would be sought.

4.7 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 reconstrued as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

4.8 Both parties agree that signing of this Agreement does not guarantee sale of the site, however, the Consultant shall provide the highest degree of professionalism.

4.9 If any dispute arises in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

4.10 Either party may terminate this Agreement without cause by 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: Ira L. Cor  
7870 NW 11 Place  
Plantation, FL. 33322

IN WITNESS WHEREOF, this Agreement is accepted and executed on this \_\_\_\_  
day of January, 2004.

**CONSULTANT**

I. Cor  
Ira L. Cor, Licensed Real Estate Broker

**TOWN OF SOUTHWEST RANCHES**

Attest:

Shari Canada  
Shari Canada, Town Clerk

Mecca Fink  
Mecca Fink, Mayor

John Canada  
John Canada, Town Administrator

Approved as to Form and Correctness:

Gary Poliakoff  
Gary Poliakoff, Town Attorney