

RESOLUTION 2004 - 52

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH RICHARD RUBIN, INC. FOR GRANT WRITING, PRESENTATION, GRANT ADMINISTRATION AND PARTNERSHIP CONSULTING, THROUGH MAY 20, 2004; AUTHORIZING THE MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WHEREIN RICHARD RUBIN, INC. IS COMPENSATED FOR ITS SERVICES THROUGH MAY 20, 2004; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Richard Rubin, Inc. has obtained over \$17.0 million in grant awards for the Town and is desirous of working on the preparation of additional grant applications and management plans; and

WHEREAS, although the Town is seeking a multi-year contract for grant writing and partnership services it does not want to lose any valuable grant opportunities while the procurement is being administrated; and

WHEREAS, Richard Rubin Inc., has offered to provide services for the Town through May 20, 2004, at a reduced flat rate until the Town has the opportunity to review its procurement results and can bring back a formal grant writing services contract to the Town Council in May.

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 of the Town of Southwest Ranches hereby approves the Agreement, attached hereto as Exhibit "A," between the Town of Southwest Ranches and Richard Rubin, Inc., for grant writing, presentation, grant administration and partnership consulting, from February 13, 2004 through May 20, 2004, for a reduced flat fee of \$29,999.

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 8th day of April 2004, on a motion by Aster Knight and seconded by Forest Blanton.

Fink	<u>Y</u>	Ayes	<u>4</u>
Knight	<u>Y</u>	Nays	<u>1</u>
Blanton	<u>Y</u>	Absent or	
Maines	<u>N</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		



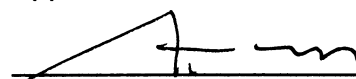
Mecca Fink, Mayor

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
RICHARD RUBIN , INC.
FOR
GRANT WRITING,
PRESENTATION, GRANT ADMINISTRATION AND
PARTNERSHIP SERVICES THROUGH
MAY 20, 2004

GRANT WRITING,
PRESENTATION, GRANT ADMINISTRATION AND
PARTNERSHIP SERVICES AGREEMENT THROUGH
MAY 20, 2004

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, Consultant, has served as grant writer and consultant for various South Florida municipalities, including the Town, and has assisted in obtaining grants for parks, open space, infrastructure, and related issues; and

WHEREAS, Consultant has obtained over \$17.0 million in grant awards for the Town and is desirous of working on the preparation of additional grant applications and management plans; and

WHEREAS, although the Town is seeking a multi-year contract for grant writing, partnership development, comprehensive plan amendment and capital coordination services it does not want to lose any valuable grant opportunities while the procurement is being administrated; and

WHEREAS, Consultant has offered to provide services for the Town through May 20, 2004, at a reduced flat rate until the Town has the opportunity to review its procurement results and can bring back a formal grant writing services contract to the Town Council in May.

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 writing, presentation, follow up and partnership services, 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 a flat fee of Twenty Nine Thousand and Nine Hundred and Ninety Nine Dollars (\$29,999).

2.2 Reimbursable Expenses-

Town and Consultant agree that all out-of-pocket expenses, including, but not limited to, printing, mailing, binding, and photography, as approved by the Town Administrator, shall not be included in the compensation under Section 2.1 of this Agreement and shall be considered a reimbursable expense.

2.3. Method of Payment-

Town and Consultant agree that Compensation as provided herein shall be paid in two equal installments in the amount of fourteen thousand nine hundred and ninety nine dollars and fifty cents (\$14,999.50). The first installment shall be due within ten (10) working days from the execution of this Agreement and the second installment shall be paid by May 31, 2004. Consultant shall deliver to the Town invoices for payment as delineated above.

Section 3: **TERM**

Town and Consultant agree that the Term of this Agreement shall commence upon February 13, 2004, and shall continue through May 20, 2004.

Section 4:

Consultant shall provide the Town with a monthly performance report.

Section 5:

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 6:

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 7:

All work performed and materials created under this Agreement shall be considered work product and shall be the exclusive intellectual property of the Town.

Section 8:

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, except for the prior Agreement for Consultant to prepare the FCT Grant applications for the Southwest Meadows Sanctuary additions #1 and #2.

Section 9:

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 10:

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 11:

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.

Section 12:

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

Section 13:

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 14:

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 15:

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. Said compensation as determined herein shall be prorated accordingly.

Section 16:

All written correspondences shall be made as follows:

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 the 8TH day of April, 2004.

FOR RICHARD RUBIN, INC.


Richard S. Rubin, President

FOR TOWN OF SOUTHWEST RANCHES


Mecca Fink, Mayor


John Canada, Town Administrator

Attest:


Shari Canada
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 timeframe
- 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 provided
- 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

Partnership

- development of partnership to support the development and operations of various park sites and infrastructure
- development of volunteer support groups to assist in the development and operations of various park sites
- development of development and operational cost for the various parks
- development of development and operational cost for Town Hall site

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

- multi-use trails on identified internal roadways
- FEMA mitigation grant for storm and rain storage
- development of entryway park at Griffin Road and US 27
- grant application for landfill park on Stirling and US 27
- grant applications to support:
 - Town Hall
 - Roads & Drainage
 - SW Sanctuary
 - OK Haschee
 - Fishing Hole
 - Public Safety Bldg.
 - School Board Bldg.
 - Frontier Trails
 - Rolling Oaks
 - Entry Park

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