

**RESOLUTION 2004 - 69**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AWARDED RICHARD RUBIN, INC. WITH THE GRANT WRITING, PRESENTATION, GRANT ADMINISTRATION AND PARTNERSHIP CONSULTING SERVICES FOR THE TOWN; APPROVING AN AGREEMENT WITH RICHARD RUBIN, INC., WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on April 19, 2004 the Town, in compliance with the Town's procurement procedures, published a Request for Letters of Interest ("RLI") seeking grant writing, presentation, grant administration, and partnership consulting services; and

**WHEREAS**, on April 30, 2004, at 3:00 p.m., the Town opened the two (2) responses that it received from both Richard Rubin, Inc. and In Rem Solutions, Inc.; and

**WHEREAS**, upon reviewing both responses the Town Administrator determined that the response from In Rem Solutions, Inc., failed to satisfy the requirements of the RLI since In Rem Solutions, Inc., lacked the requisite experience and the knowledge of the Town's comprehensive plan; and

**WHEREAS**, the Town Administrator further concluded that Richard Rubin, Inc., met all of the conditions established by the RLI; and

**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 and open space, infrastructure, etc., including all other related tasks; and

**WHEREAS**, Richard Rubin, Inc., is currently working as a consultant to the Town in the preparation of grant applications and management plans relating to grants offered by the State of Florida and Broward County; and

**WHEREAS**, Richard Rubin, Inc. has already obtained over \$17.0 million in grant awards for the Town; and

**WHEREAS**, the Town is desirous of entering into a long-term agreement with Richard Rubin, Inc. for grant writing, presentation, grant administration, and partnership consulting 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 Town Council of the Town of Southwest Ranches hereby awards the Town's procurement for grant writing, presentation, grant administration, and partnership consulting services to Richard Rubin, Inc.

**Section 3:** 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 services, which establishes an annual base fee of \$156,000.

**Section 4:** 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 5:** 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 13<sup>th</sup> day of May 2004, on a motion by Vice Mayor Knight and seconded by Council Member Nelson.

Fink	<u>Y</u>
Knight	<u>Y</u>
Blanton	<u>Y</u>
Maines	<u>Y</u>
Nelson	<u>Y</u>

Ayes	<u>5</u>
Nays	<u>          </u>
Absent or	<u>          </u>
Abstaining	<u>          </u>

Mecca Fink

Mecca Fink, Mayor

ATTEST:

Shari Canada

Shari Canada, Town Clerk

Approved as to Form and Correctness:

Gary A. Poliakoff  
Gary A. Poliakoff, J.D., Town Attorney  
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**AGREEMENT**  
**BETWEEN**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**RICHARD S. RUBIN , INC.**  
**FOR**  
**GRANT WRITING,**  
**PRESENTATION, GRANT ADMINISTRATION,**  
**PARTNERSHIP AND GENERAL CONSULTING SERVICES**  
**AGREEMENT**

**GRANT WRITING,**  
**PRESENTATION, GRANT ADMINISTRATION,**  
**PARTNERSHIP, AND GENERAL CONSULTING SERVICES**  
**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 Rubin, Inc., hereinafter referred to as "Consultant."

WHEREAS, on April 19, 2004 the Town, in compliance with the Town's procurement procedures, published a Request for Letters of Interest ("RLI") seeking grant writing, presentation, grant administration, and partnership consulting services; and

WHEREAS, on April 30, 2004, at 3:00 p.m., the Town opened the responses and determined that Consultant met all of the conditions established by the RLI; and

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, this Agreement seeks to establish a long-term agreement with Richard Rubin, Inc. for grant writing, presentation, grant administration, and partnership consulting services.

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 Services**

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 General Consulting, Comprehensive Plan Amendments, Capital Improvement Coordination and Partnerships-

Town and Consultant agree that the Consultant's compensation for general consulting, comprehensive plan amendments, capital improvement coordination and partnerships shall be Eight Thousand Dollars (\$8,000) monthly for a total of Ninety Six Thousand Dollars (\$96,000) annually.

2.2 Grant Identification, Grant Writing, Grant Presentation, and Grant Follow Through

Town and Consultant agree that Consultant's compensation for grant identification, grant writing, grant presentation, and grant follow through, shall be Five Thousand Dollars (\$5,000) monthly for a total of Sixty Thousand Dollars (\$60,000) annually.

2.3 Reimbursable Expenses-

Town and Consultant agree that Consultant's out of pocket expenses, including, but not limited to, travel postage and graphic reproductions, as approved by the Town Administrator, shall be considered a reimbursable expense under this Agreement.

2.4 Grant Administration

Town and Consultant agree that when the cumulative value of the various grant awards equals a minimum increment of One Million Dollars (\$1,000,000), Consultant shall receive an additional grant administration fee in the amount of Fifteen Thousand Dollars (\$15,000). Said additional grant administration fee shall be payable, upon written notice from Contractor, the month following the date when the aggregate awards reach such minimum level, and shall only be paid a maximum of four (4) times during the Term of this Agreement, for a maximum combined payment of Sixty Thousand Dollars (\$60,000), indicating that the Town has been awarded a minimum of Four Million Dollars (\$4,000,000) in combined grant awards. This provision shall not apply to any grants

applied for or grants awarded to the Town prior to the execution of this Agreement.

2.5. Method of Payment-

Town and Consultant agree that Town will pay Consultant monthly, subject to the delivery to the Town Administrator of a monthly performance report. Said payment shall be made within ten (10) business days from the Town Administrator's receipt and approval of the monthly performance report. The Town will also reimburse Consultant monthly for all agreed upon and documented reimbursable expenses that were incurred in the preceding month.

Section 3: **Term**

Town and Consultant agree that the Term of this Agreement shall commence upon the execution of this Agreement by both parties and shall continue for a period of four (4) years, unless terminated earlier pursuant to Section 5 hereof. Based upon the mutual agreement of both parties, the Term of this Agreement may be extended or renewed.

Section 4:

Town and Consultant agree that the Town will provide Consultant with office space, if available, to perform the services delineated herein.

Section 5: **Termination**

Either party may terminate this Agreement without cause by written notice, sent by U.S. Certified Mail, Return Receipt Requested, to the other party at the address set forth in Section 6 hereof, effective fifteen (15) days after the delivery of said notice. Said compensation as determined herein shall be prorated accordingly, and shall be paid within thirty (30) days of termination.

Section 6: **Notices**

All written correspondences shall be addressed as follows, unless a party otherwise gives notice to the other party of such other address:

If to Town:

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

If to Consultant:

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

**Section 7: Relationship**

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 8: Subcontracting**

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. Notwithstanding the foregoing, the Town acknowledges that the writing of a grant application involves the use of various other professionals, including engineers and others, which services cannot be performed by Consultant.

**Section 9: Ownership Rights**

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 10: Entire Agreement**

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 11: **Construction**

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. The headings used in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.

### Section 12: **Further Assurances**

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 13: **Counterparts**

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 14: **No Amendment or Waiver**

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 15: **Severability**

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 16: **No guarantee**

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 17: Applicable Law and Venue**

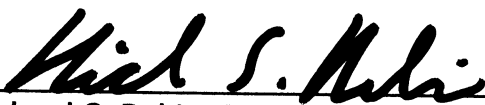
This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

**Section 18: Enforcement; Costs**

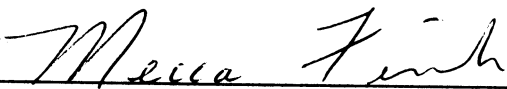
The Town and Consultant are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. The prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs at all tribunal levels.

IN WITNESS WHEREOF, this Agreement is accepted and executed on the 13 day of May, 2004.

FOR RICHARD RUBIN, INC.


  
Richard S. Rubin, President

FOR TOWN OF SOUTHWEST RANCHES

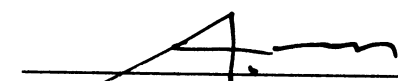
  
Mecca Fink, Mayor

  
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 knowledge of identified grant opportunities

### Writing of Grant

- professional and creative written grant applications
- fully documented grant writing
- draft grant provided to Town Administrator, or its designee 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 Town Administrator, or its designee

### 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 ensure 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
- preparation of development and operational cost for the various parks
- preparation of development and operational cost budget 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