

RESOLUTION NO. 2004 - 99

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH IRA L. COR, LICENSED REAL ESTATE BROKER, FOR PROFESSIONAL LAND ACQUISITION SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches will be acquiring land that is important to the preservation and to the proper development of the Town; and

WHEREAS, the Town Administrator feels that it is in the best interest of the Town to hire a company or an individual to provide experienced and professional land acquisition services; and

WHEREAS, on June 22, 2004 the Town of Southwest Ranches issued a Request for Proposals seeking Professional Land Acquisition Services; and

WHEREAS, on July 20, 2004, at a duly noticed meeting, the Town opened two proposals for Professional Land Acquisition Services; and

WHEREAS, after reviewing both proposals the Town's Selection and Negotiation Committee, which is comprised of the Town's staff, recommends that the Town Council select Ira L. Cor, Licensed Real Estate Broker, for Professional Land Acquisition Services; and

WHEREAS, the Town Administrator has developed an agreement to provide the level of detail necessary to successfully move forward on all of the Town's future land acquisitions.

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 the Town of Southwest Ranches and Ira L. Cor, Licensed Real Estate Broker, for Professional Land Acquisition Services.

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 28th day of July 2004, on a motion by Vice Mayor Aster Knight and seconded by Council Member Don Maines.

Fink	<u>Y</u>	Ayes	<u>5</u>
Knight	<u>Y</u>	Nays	<u>0</u>
Blanton	<u>Y</u>	Absent or	
Maines	<u>Y</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

860664_1.DOC

AGREEMENT
BETWEEN
TOWN OF SOUTHWEST RANCHES
AND
IRA L. COR
FOR
Professional Land Acquisition Services

:861275-1

PROFESSIONAL LAND ACQUISITION 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 Ira L. Cor, Licensed Real Estate Broker, hereinafter referred to as "Broker."

WHEREAS, the Town, in compliance with the Town's procurement procedures, published a Request for Proposal ("RFP") seeking professional land acquisition services; and

WHEREAS, on July 20, 2004, at 3:00 p.m., the Town opened the two (2) responses and determined that both RFP's met all of the conditions established by the request for proposal; and

WHEREAS, this Agreement seeks to establish a long-term agreement with Ira L. Cor for professional land acquisition services.

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

Section 1: **Scope of Services**

Upon execution of this Agreement, the Broker shall immediately commence to identify, analyze, review and recommend to the Town, through coordination with the Town Administrator, the acquisition of specified land, per Exhibit "A" Scope of Services.

Section 2: **Compensation**

The Town and the Broker agree that the total compensation paid shall be based upon an incremental broker fee per Exhibit "B" Fee Schedule. Compensation is only paid based upon successful acquisition of specified properties.

2.5. Method of Payment-

Town and Broker agree that Broker will be compensated at the closing for the acquisition of specified properties.

Section 3: **Term**

Town and Broker agree that the Term of this Agreement shall commence upon the execution of this Agreement by both parties and shall continue, unless terminated by either party to this agreement.

Section 4: Intentionally Omitted.

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 thirty (30) days after the delivery of said notice, unless there are contracts for dosings pending, in which case this Agreement shall terminate effective with the final closing of pending acquisitions, or pending contracts are otherwise terminated.

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 Broker:

Ira L Cor
7870 N. W. 11 Place
Plantation, Fl. 33322

Section 7: **Relationship**

The Broker shall perform all of the services enumerated in this Agreement solely as an independent contractor, and not as an employee of the Town. The Broker, 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 Broker, pursuant to good and workmanlike practices. The priority, order, performance of services or safety practices shall not effect Broker's status as an independent contractor and shall not relieve Broker 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 Broker, and no work shall be subcontracted to other parties or firms by Broker without the prior consent of the Town.

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: Intentionally Omitted.

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 shall be deleted from this Agreement without affecting the validity of the remaining provisions of this Agreement.

Section 16: Intentionally Omitted.

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 Broker 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.

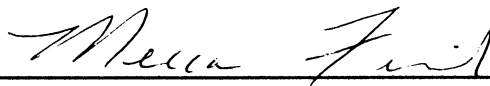
IN WITNESS WHEREOF, this Agreement is accepted and executed on the 28th day of July, 2004.

FOR Ira L. Cor.



Ira L. Cor, Licensed Real Estate Broker

FOR TOWN OF SOUTHWEST RANCHES



Mecca Fink, Mayor




John Canada, Town Administrator

Attest:

APPROVED AS TO FORM AND CORRECTNESS:



Shari Canada, Town Clerk



Gary A. Poliakoff, Town Attorney

Exhibit "A"

Scope of Services

The Town of Southwest Ranches is seeking request for proposals (RFP) from qualified firms/teams to provide Town professional land acquisition services. The Town will be acquiring land that is important in the development of the Town. The specific sites are not identified at this time. The successful proposer shall provide on-site professional(s) whose primary scope of services shall include:

- identify sites within the Town for acquisition, based upon direction from Town Administrator
- provide extensive detail review of identified sites
- provide contract negotiation services and strategies
- represent the Town at closing and all follow up activities

Exhibit "B"

Fee Schedule

Purchase Price Increment	Increment	Fee Rate	Incremental Fee
*\$75,000 to \$500,000	\$425,000	9.50%	\$40,375
\$500,001 to \$750,000	\$249,999	9.25%	\$23,125
\$750,001 to \$1,000,000	\$249,999	9.00%	\$22,500
\$1,000,001 to \$1,250,000	\$249,999	8.75%	\$21,875
\$1,250,001 to \$1,500,000	\$249,999	8.50%	\$21,250
\$1,500,001 to \$1,750,000	\$249,999	8.25%	\$20,625
\$1,750,001 to \$2,000,000	\$249,999	8.00%	\$20,000
\$2,000,001 to \$2,250,000	\$249,999	7.75%	\$19,375
\$2,250,001 to \$2,500,000	\$249,999	7.50%	\$18,750
\$2,500,001 to \$2,750,000	\$249,999	7.25%	\$18,125
\$2,750,001 to \$3,000,000	\$249,999	7.00%	\$17,500
\$3,000,001 to \$3,250,000	\$249,999	6.75%	\$16,875
\$3,250,001 to \$3,500,000	\$249,999	6.50%	\$16,250
\$3,500,001 to \$3,750,000	\$249,999	6.25%	\$15,625
\$3,750,001 to \$4,000,000	\$249,999	6.00%	\$15,000
\$4,000,001 to \$4,250,000	\$249,999	5.75%	\$14,375
\$4,250,001 to \$4,500,000	\$249,999	5.50%	\$13,750
\$4,500,001 to \$4,750,000	\$249,999	5.25%	\$13,125
\$4,750,001 to \$5,000,000	\$249,999	5.00%	\$12,500
\$5,000,001 & Above		4.75%	

Minimum Fee: * There will be a minimum fee of \$7,500 per transaction for small-scale land acquisitions. A small-scale land acquisition is defined as any property below \$75,000.