

RESOLUTION NO. 2005 - 057

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH RICHARD S. RUBIN, INC. FOR GRANT WRITING, PRESENTATION, GRANT ADMINISTRATION, PARTNERSHIP AND GENERAL CONSULTING SERVICES; AMENDING THE AGREEMENT TO INCREASE THE TOTAL COMPENSATION TO AN AMOUNT NOT TO EXCEED NINE THOUSAND DOLLARS (\$9,000) TO COVER ADDITIONAL COSTS NOT CONTEMPLATED BY THE ORIGINAL AGREEMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 13, 2004, pursuant to Resolution 2004-69, the Town contracted with Richard S. Rubin, Inc. to provide grant writing presentation, grant administration, partnership and general consulting services; and

WHEREAS, on December 9, 2004, pursuant to Resolution 2005-26, the Town approved the First Amendment to the Agreement with Richard S. Rubin, Inc. to clarify its original intent that the grant administration fee does not include grants received from Broward County; and

WHEREAS, as part of its approval of Resolution 2005-26, the Town Council added additional restrictions and requirements to the Agreement; and

WHEREAS, this Resolution seeks to provide Richard S. Rubin, Inc., with additional compensation to cover the costs associated with the additional requirements.

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 the Second Amendment to the Agreement with Richard S. Rubin, Inc.

Section 3. The Town Council hereby amends its Agreement with Richard S. Rubin, Inc. to increase the total compensation by an amount not to exceed Nine Thousand Dollars (\$9,000) to cover additional costs not contemplated by the original Agreement.

Section 5. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the amended 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 6. 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 14th day of April 2005, on a motion by Council Member Aster Knight and seconded by Council Member Don Maines.

Fink	<u> N </u>	Ayes	<u> 3 </u>
Knight	<u> Y </u>	Nays	<u> 2 </u>
Blanton	<u> Y </u>	Absent or	
Maines	<u> Y </u>	Abstaining	<u> 0 </u>
Nelson	<u> N </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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SECOND MODIFICATION TO AGREEMENT

THIS SECOND MODIFICATION TO AGREEMENT entered into as of the ___th day of April, 2005 between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and Richard S. Rubin, Inc., a corporation of the State of Florida ("Consultant"), for the purpose of amending the Agreement between the Town and Consultant dated May 13, 2004 (the "Original Agreement").

WITNESSETH:

WHEREAS, on May 13, 2004, pursuant to Resolution 2004-69, the Town contracted with Richard S. Rubin, Inc. to provide grant writing presentation, grant administration, partnership and general consulting services; and

WHEREAS, on December 9, 2004, pursuant to Resolution 2005-26, the Town approved the First Amendment to the Agreement with Richard S. Rubin, Inc. to clarify its original intent that the grant administration fee does not include grants received from Broward County; and

WHEREAS, as part of its approval of Resolution 2005-26, the Town Council added additional restrictions and requirements to the Agreement; and

WHEREAS, this Resolution seeks to provide Richard S. Rubin, Inc., with additional compensation to cover the costs associated with the additional requirements.

NOW THEREFORE, for and in consideration of the premises and for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree that the Original Agreement shall be amended as follows:

1. The foregoing recitals are true and correct.
2. Section 2.4 "Reimbursable Expenses" shall be amended to read as follows:

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. Further, any additional expense, which may have been borne as a result of the First Modification To Agreement, upon approval of the Town Administrator, shall be

reimbursable up to Nine Thousand Dollars (\$9,000) annually, and shall serve as additional compensation under this Agreement.

4. All other terms and conditions not modified herein shall remain of full force and effect and binding on the parties.

IN WITNESS WHEREOF, this Second Modification is accepted and executed as of the 29th day of April, 2005.

TOWN OF SOUTHWEST RANCHES

Mecca Fink
Mecca Fink, Mayor

Attest:

Shari Canada
Shari Canada, Town Clerk

Approved as to form and correctness:

Gary A. Poliakoff
Gary A. Poliakoff, Town Attorney

RICHARD S. RUBIN, INC.

Richards S. Rubin
Richards S. Rubin, Principal

Richard S. Rubin
Richard S. Rubin, Individual

[Signature]
Witness

[Signature]
Witness