

RESOLUTION NO. 2007 – 068

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE AGREEMENT WITH RICHARD S. RUBIN, INC. FOR GRANT WRITING, PRESENTATION, GRANT ADMINISTRATION, PARTNERSHIP AND GENERAL CONSULTING SERVICES; AMENDING THE AGREEMENT TO MODIFY THE SCOPE OF SERVICES; AMENDING THE AGREEMENT TO MODIFY THE EXCLUSIVITY PROVISION; AMENDING THE AGREEMENT TO MODIFY THE REIMBURSABLE EXPENSES PROVISION; AMENDING THE AGREEMENT TO MODIFY THE INSURANCE PROVISION; 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 No. 2004-069, 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 No. 2005-026, 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, on April 14, 2005, pursuant to Resolution No. 2005-57, the Town approved the Second Amendment to the Agreement with Richard S. Rubin, Inc. to provide for additional compensation to cover the costs associated with additional requirements that were added to the Agreement; and

WHEREAS, Richard S. Rubin, Inc. has requested a modification to the Exclusivity provision of the Agreement; and

WHEREAS, the Town has requested a modification to the Scope of Services and Reimbursable Expenses provisions of the Agreement; and

WHEREAS, this Resolution seeks to effectuate the modifications to the Agreement.

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

Section 3. The Town Council hereby amends its Agreement with Richard S. Rubin, Inc. as specifically delineated in Exhibit "A", which has been attached hereto and is incorporated by reference.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Third Amendment to 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 7th day of June 2007, on a motion by Council member Aster Knight and seconded by Vice Mayor Don Maines.

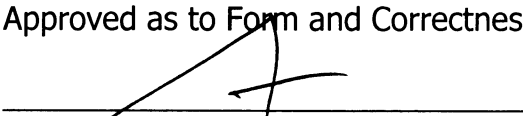
Fink	<u>Y</u>	Ayes	<u>3</u>
Maines	<u>Y</u>	Nays	<u>2</u>
Breitkreuz	<u>N</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>N</u>		


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, Town Clerk

Approved as to Form and Correctness:


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

FTL/DB: 1052246_1

EXHIBIT "A"

THIRD MODIFICATION TO AGREEMENT

THIS THIRD MODIFICATION TO AGREEMENT entered into as of this ____ day of June, 2007 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"), the First Modification to Agreement, and the Second Modification to Agreement.

WITNESSETH:

WHEREAS, on May 13, 2004, pursuant to Resolution No. 2004-069, 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 No. 2005-026, 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, on April 14, 2005, pursuant to Resolution No. 2005-57, the Town approved the Second Amendment to the Agreement with Richard S. Rubin, Inc. to provide for additional compensation to cover the costs associated with additional requirements that were added to the Agreement; and

WHEREAS, Richard S. Rubin, Inc. has requested a modification to the Exclusivity provision of the Agreement; and

WHEREAS, the Town has requested a modification to the Scope of Services and Reimbursable Expenses provisions of the Agreement; and

WHEREAS, this Third Amendment to Agreement seeks to effectuate the modifications to the Agreement.

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 "Compensation" shall be amended to read as follows:

2.1 General Consulting, Finalization of the E.A.R. Including Consultation for its Associated Comprehensive Plan Amendments, ~~Capital Improvement Coordination and Partnerships~~

Town and Consultant agree that the Consultant's compensation for general consulting, and finalization of the E.A.R. including consultation for its associated comprehensive plan amendments, with the exception of the affordable housing element capital improvement coordination and partnerships shall be Eight Five Thousand Dollars (\$85,000) monthly for a total of Ninety Six Sixty Thousand Dollars (\$96 60,000) annually.

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

Town and Consultant agree that Consultant's compensation for grant identification, grant writing, grant presentation, and grant follow through administration, shall be Five Eight Thousand Dollars (\$5 8,000) monthly for a total of Sixty Ninety Six Thousand Dollars (\$60 96,000) annually. Aside from applying for grants to help the Town fund its prior grant commitments and other Town needs, these services shall include, but shall not be limited to, creating a grant management database to centralize the Town's awarded grants, grant commitment deadlines, and grant requirements, monitoring and reporting project advancement, including the progress, status, and stewardship reports, as well as attending any grant administration meetings, serving as the Town's liaison with the granting agency, working cooperatively with designated Town Staff to comply with grant requirements, amending Management Plans, as may be necessary, to clarify grant commitments (subject to the Town engaging such other professionals and services as may be required), and providing assistance to the Town Administrator to enable the Town to meet all grant commitment deadlines, and if not then the Town shall notify Consultant in writing at least thirty (30) days prior to any grant commitment deadline that the grant commitment deadline will not be met and Consultant shall apply for an extension (if permitted by such granting agency).

3. Section 19 "Exclusivity" shall be amended to read as follows:

19. Exclusivity

In further consideration of the compensation set forth above, and for other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, Town and Consultant agree that any and all grant writing activities of Richard S. Rubin, the principal of Consultant, shall be exclusively for the Town, with the exception of FRDP and FCT grants as they specifically relate to the purchase of real property. Said exclusivity may be modified upon a majority approval of the Town Council.

4. 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 a maximum of fifty percent (50%) of the additional expense not to exceed Four Thousand Five Hundred Dollars ~~Nine Thousand Dollars (\$9,000)~~ (\$4,500) annually, and shall serve as additional compensation under this Agreement. This limitation shall not apply to other reimbursable expenses under this Agreement.

5. Section 20 "Insurance" shall be amended to read as follows:

20.2 Workers' Compensation Insurance, if required by Florida Law, to apply to employees in compliance with the "Worker's Compensation Law" of the State of Florida; and

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

[Signatures on Following Page]

IN WITNESS WHEREOF, this Third Modification is accepted and executed as of the ____ day of June, 2007.

TOWN OF SOUTHWEST RANCHES

RICHARD S. RUBIN, INC.

Mecca Fink, Mayor

Richards S. Rubin, Principal

Attest:

Richard S. Rubin, Individual

Susan A. Owens, Town Clerk

Witness

Approved as to form and correctness:

Witness

Gary A. Poliakoff, Town Attorney

FTL_DB: 1052246_1