

**RESOLUTION NO. 2002-47**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH RICHARD RUBIN TO CREATE A GRANT IDENTIFICATION, WRITING PRESENTATION AND FOLLOW UP PROGRAM; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, currently, there are a number of opportunities to obtain grants from the State; and

**WHEREAS**, grants are available in the areas of open space, park land acquisition, park development and trailways, as well as other areas; and

**WHEREAS**, the timeframe to identify, write and present grant applications will need to be started as soon as possible to provide the maximum opportunity for the Town to obtain grant funding; and

**WHEREAS**, the initial agreement has produced in excess of \$5.0 million in grant applications for the Town; and

**WHEREAS**, an agreement is necessary at this time that will allow the Town to be able to prepare for state grant cycles for maximum grant award opportunity.

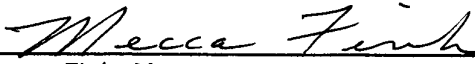
**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.


**Section 2:** The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into an agreement with Richard Rubin to create a Grant Identification, Writing and Presentation Program.

**Section 3:** This Resolution shall become effective immediately upon its adoption.

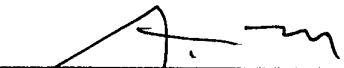
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 9th day of May 2002

  
\_\_\_\_\_  
Mecca Fink, Mayor

Attest:

  
\_\_\_\_\_  
Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:

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

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## **FIRST AMENDMENT TO AGREEMENT**

This First Amendment to Agreement (the "Amendment") is entered into as of the 9<sup>th</sup> day of May, 2002, between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and S & B Projects, LLC, a Florida limited liability company (the "Consultant") for the purpose of amending that certain \$4.0 Million Grant Identification, Writing, Presentation and Follow Up Agreement between the Town and the Consultant dated May 10, 2001 (the "Original Agreement").

WHEREAS, pursuant to the Original Agreement the Consultant has successfully obtained the grant funding contemplated therein; and

WHEREAS, the Town wishes to retain the Consultant for an additional one year period in order to complete certain pending grant applications and to seed additional grant funding for the benefit of the Town,

NOW THEREFORE, in consideration of the premises, 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. Section 1 of the Original Agreement, "Scope of Services", is deleted and the following is substituted in its stead:

Upon execution of this Amendment by the parties hereto the Consultant shall immediately commence to:

- (1) Continue to monitor and follow through until award for the current grants, written by the Consultant during the term of the Original Agreement as further identified on Exhibit "A" hereto.
- (2) Review, identify and prepare grant applications for the following parcels of land:
  - A. The Town's purchase of the western portion of the New Testament site.
  - B. Acquiring/protecting the seven (7) identified LAPC's.
  - C. Receiving necessary interest to develop entryways to the Town at Griffin Road and U.S. 27 from South Florida Water Management District and obtain grants to develop the park site with entryways and possibly open field, shade landscaping, equestrian trailhead, shelter, public parking, interior canoe ramp, fishing, etc.

- (3) Identify, analyze, review and recommend to the Town through coordination with the Town Administrator, the identification, writing, presentation and necessary follow up of grant applications for a minimum applied value of \$2.0 Million.
  - (4) Provide monthly performance report to the Town Administrator.
2. Section 2.3 of the Agreement, "Total Compensation", is amended by adding at the end thereof, after (\$78,000), the word "annually".
  3. From the date hereof, all references to the Agreement shall mean the Original Agreement as amended by this Amendment.
  4. The Agreement is in all other respects ratified and confirmed.

IN WITNESS WHEREOF, this Amendment is accepted and executed as of the 9th day of May, 2002.

S&B PROJECTS, LLC

By: \_\_\_\_\_  
 Authorized Representative

TOWN OF SOUTHWEST RANCHES

\_\_\_\_\_  
 Mecca Fink, Mayor

\_\_\_\_\_  
 John Canada, Town Administrator

Attest:

\_\_\_\_\_  
 Arielle Haze Tyner  
 Town Clerk

APPROVED AS TO FORM AND  
 CORRECTNESS:

\_\_\_\_\_  
 Gary Poliakoff, Town Attorney