

RESOLUTION NO. 2002-56

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH S & B PROJECTS, LLC, FOR GRANT WRITING, PRESENTATION AND FOLLOWUP FOR THE 2002 FLORIDA COMMUNITIES TRUST GRANT, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, S & B Projects, LLC, has retained the services of Richard Rubin (Consultant) who 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, Consultant has worked as a consultant to the Town for the preparation of Challenge Grant and Open Space Grant applications to Broward County; and

WHEREAS, there are grants available from the State to meet the needs of the Town of Southwest Ranches; and

WHEREAS, the parties desire Consultant to prepare the necessary documents required to submit an application to the 2002 Florida Communities Trust Grant Program.

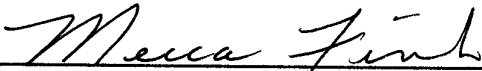
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

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

Section 2: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with S & B Projects, LLC, in the form attached hereto is Exhibit "A," for Grant Writing, Presentation and Follow up for the 2002 Florida Communities Trust Grant. S & B Projects, LLC, shall receive the sum of \$57,500 for its services under the agreement. The Town Administrator, Town Attorney and Mayor are authorized to make such modifications to the agreement deemed necessary and proper to carry out the intent of this Resolution.

Section 3: 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 24th day of June 2002.




Mecca Fink, Mayor

Attest:



Arielle Haze Fyler, Town Clerk

Approved as to Form and Correctness:



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

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**GRANT WRITING, PRESENTATION AND FOLLOW UP
FOR 2002 FLORIDA COMMUNITIES TRUST GRANT
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 S & B Projects, LLC, hereinafter referred to as "Consultant".

WHEREAS, S & B Projects, LLC has retained the services of Richard Rubin who 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, the Consultant has working as a consultant to the Town for the preparation of Challenge Grant and Open Space Grant applications to Broward County; and

WHEREAS, there are grants available from the State to meet the needs of the Town of Southwest Ranches, and

WHEREAS, the parties desire the Consultant to prepare the necessary documents required to submit application to the 2002 Florida Communities Trust Grant Program.

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 SERVICE**

1.1 Scope – Phase I

Upon execution of this agreement, the Consultant shall immediately commence to identify, analyze, review and preparing for the Town, through coordination with the Town Administrator, the necessary grant applications for an estimated \$6.8 million, per Exhibit "A" Scope of Services.

1.2 Focus of Scope

This grant is for the purchase of approximately 25 acres of land located within the Town of Southwest Ranches at the southwest corner of Griffin Road and Dykes Road.

1.3 Scope – Phase II

If the grant application is not successful for the 2002 Grant Program the Consultant will prepare all necessary amendments and changes for application for the 2003 Grant Program including all necessary elements identified in Exhibit "A"

Section 2: **COMPENSATION**

Phase I

2.1 Base Compensation-

Town and Consultant agree that the compensation under this agreement shall be for lump sum of Forty Two Thousand Five Hundred Dollars (\$42,500) including reimbursable expenses, as defined in Exhibit "A"

2.2 Supplemental Compensation-

Town and Consultant agree that there may be supplemental services necessary for the preparation and successful application of the grant. The services are for appraiser, coordination assistance and legal preparation assistance.

2.2.1 Total supplemental compensation shall not exceed Fifteen Thousand Dollars (\$15,000), as defined in Exhibit "B".

2.2.2 Supplemental compensation can only be authorized after a written request is received from the Consultant to the Town Administrator and the Town Administrator approved the request.

2.3 Total Compensation- Phase 1

Town and Consultant agree that the total compensation under Phase 1 of this agreement shall be no more than Fifty Seven Thousand Five Hundred Dollars (\$57,500).

Phase II

2.4 Base Compensation-

Town and Consultant agree that the compensation under this agreement for Phase II shall be for a lump sum of Six Thousand Three Hundred Dollars (\$6,300).

2.4.1 Phase II shall be authorized by the Town Council

2.5 Method of Payment-

Town and Consultant agree that payment will be provided, subject to the delivery to the Town Administrator of acceptable performance reports. Said payment will be made within five (5) working day of the receipt of the acceptable performance report.

Section 3: **TERM**

3.1 Grant Application-

Town and Consultant agree that application for the 2002 Florida Communities Trust Grant Program will be completed by the due date of July 31, 2002.

3.2 Follow Up-

Town and Consultant agree that follow up activities may extend six (6) months after the due date for the 2002 Grant Program.

Section 4: 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, 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 5: All 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 Administrator.

Section 6: 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 7: 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.

Section 8: 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 9: 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 on the same Agreement.

Section 10: This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties whom enforcement of such change would be sought.

Section 11: 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 12: 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 grant writing.

Section 13: This Agreement constitutes the entire agreement between the parties with respect to the subject matter within and supersedes all previous oral and written representations.

Section 14: Either party may terminate this Agreement without cause by the written notice, sent by U. S. Certified Mail, Return receipt requested, effective fifteen (15) days after the delivery of said notice.

If to Town:

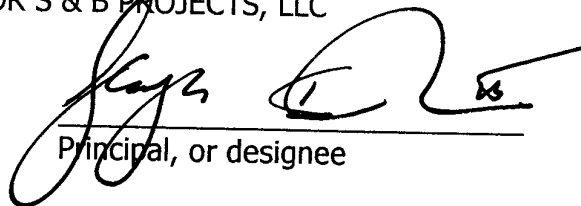
John Canada, Town Administrator
6589 S. W. 160 Avenue
Southwest Ranches, FL. 33331

If to Consultant:


Richard Rubin
5713 S. W. 196 Lane
Southwest Ranches, FL. 33332

IN WITNESS WHEREOF, this Agreement is accepted and executed on this 24th day of June, 2002.

FOR S & B PROJECTS, LLC



Principal, or designee

FOR 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

Exhibit "A"

Scope of Services

Writing of Grant

- professional and creative written grant application
- fully documented grant
- draft grant provided to Town Administrator for review and approval
- 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 include professional environmentalist documentation
- grant must include professional archeologist documentation
- grant must include professional survey documentation
- grant must include professional legal compliance documentation
- grant must be submitted within granting agency requested time frame
- grant must contain full documentation of request
- grant must be approved by appropriate officials

Follow up

- extensive follow up of grant application for up to six months
- contact with agency and other officials that will support grant
- prepare additional information requested by granting agency
- coordinate local and state officials in providing support for grant

Exhibit "B"

Supplemental Services

Supplemental services may only be authorized based upon request from the Consultant and review and approval by the Town Administrator. The following amounts represent a maximum allocated for the services.

Appraiser	\$5,000
Coordination Assistance	\$8,000
Legal Preparation Assistance	\$2,000
Total	\$15,000



Town of Southwest Ranches

John Canada
Town Administrator
6589 S. W. 160 Avenue
Southwest Ranches, FL 33331
Phone: (954) 434-0008
Fax: (954) 434-1490
Email: icanada@swranches.org

January 28, 2003

S & B Projects, LLC
c/o Richard Rubin
200 E. Broward Blvd., Suite 2000
Fort Lauderdale, Fl. 33301

Dear Mr. Rubin,

This letter is to advise you that per Section 14 of our agreement we are notifying you that our agreement is terminated. The effective termination date shall be February 14, 2003.

Thank your for your past professional service and we look forward to working with your on other matters in the future.

Sincerely,

John Canada
Town Administrator