

RESOLUTION 2001-17

**A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES
APPROVING AN URBAN AFFAIRS GRANT WRITING AGREEMENT
WITH RICHARD S. RUBIN; AND PROVIDING AN EFFECTIVE DATE
THEREFORE.**

WHEREAS, the Broward County Parks and Recreation Division is accepting application(s) from eligible participants including municipalities, for monies from the Challenge Grant Fund for use in the development and preservation of open space within Broward County, Florida; and

WHEREAS, the Town of Southwest Ranches is desirous of participating in the Grant Program; and

WHEREAS, Richard S. Rubin has served as a grant writer and urban affairs consultant for various South Florida municipalities and has assisted in obtaining grants for park and open space, including all other related tasks.

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

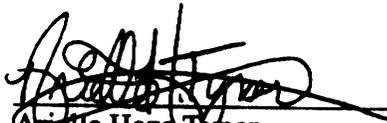
Section 1: The above recitals are true and correct and are incorporated herein by reference.

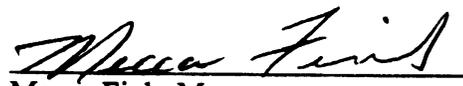
Section 2: The Urban Affairs Grant Writing Agreement attached hereto as Exhibit "A" between the Town of Southwest Ranches and Richard S. Rubin, is hereby approved.

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

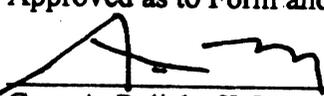
PASSED AND ADOPTED this 11th day of January, 2001.

ATTEST:


Arielle Haze Tyner
Town Clerk


Mecca Fink, Mayor

Approved as to Form and Correctness:


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

BECKER & POLIAKOFF, P.A.

Administrative Office: 3111 Stirling Road
 Ft. Lauderdale, Florida 33312-6525

Mailing Address: P.O. Box 9057
 Ft. Lauderdale, Florida 33310-9057

Phone: (954) 987-7550 Fax: (954) 985-4176

Toll Free: (800) 432-7712

Internet: www.becker-poliakoff.com

Email: bp@becker-poliakoff.com

Reply To:

Gary A. Poliakoff, J.D.
(954) 985-4150

gpoliakoff@becker-poliakoff.com

Florida Offices

- Boca Raton*
- Clearwater
- Ft. Myers
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- Tallahassee
- Tampa
- West Palm Beach

* available for consultation by appointment only

International Offices

Beijing, People's Republic of China

Prague, Czech Republic

Bern, Switzerland*

January 4, 2001

John Canada, Town Administrator
 Town of Southwest Ranches
 5621 S.W. 196th Lane
 Southwest Ranches, FL 33332

RE: Urban Affairs Grant Writing Agreement

Dear John:

I am in receipt of the initial draft of the proposed Urban Affairs Grant Writing Agreement between the Town of Southwest Ranches and Richard Rubin. I have taken the liberty of having the document retyped, adding those changes as suggested in your memo to Richard Rubin. Assuming that you and Richard agree to the modified language, the matter needs to be brought before the Town Council on January 11, 2001. As I advised you earlier this week, I read Section 3.03(i) of the Town Charter, which requires Council approval of all contracts.

Please advise if there are any questions.

Very truly yours,



GARY A. POLIAKOFF, J.D.

GAP/ae
Enclosure

619052_1.DOC

URBAN AFFAIRS
GRANT WRITING AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between the Town of Southwest Ranches, a municipal corporation of the State of Florida, (hereinafter referred to as Town), and Richard S. Rubin, (hereinafter referred to as Consultant).

WITNESSETH:

WHEREAS, Richard S. Rubin has served as grant writer and urban affairs consultant for various South Florida municipalities and has assisted in obtaining grants for parks and open space, infrastructures, etc. including all other related tasks; and

WHEREAS, the parties desire the Consultant to prepare the necessary documents required to submit application(s) to the Broward County Parks and Recreation Division for a portion of the Challenge Grant Funds recently made available to develop/preserve open space in all municipalities in Broward County.

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

Section 1: The Town does hereby ratify and authorize the engagement of Richard S. Rubin as the Grant Writer for preparing all Grant applications to Broward County pertaining to the new Parks Bond Program.

Section 2: Upon execution of this Agreement, the Consultant shall immediately commence to analyze, review and recommend to the Town through coordination by the Town Manager a Comprehensive Program and recommendations of the Park(s) Projects to include in the grant application to Broward County before the March 1, 2001 deadline. The specific time frame, fee schedule and method the Consultant shall pursue are described below:

TASK I:

NEEDS ASSESSMENT REPORT, AND FORMULATION OF FUNDING ACQUISITION STRATEGIES

1 Week	Tour Town with officials Review public documents and maps Make preliminary phone calls and meetings with the Town Manager Identify list of possible partnerships and grant sources and sites Prepare grant writing program chart and matrix Prepare written conceptual Master Plan Program
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The preliminary time schedule required to perform the necessary services in order to meet Broward County's March 1, 2000 deadline is provided on Exhibit "A", attached.

The Consultant shall submit a written report including a Master Plan Program to the Town Manager within the first 15 days and meet with the Town at a workshop or with each Council member individually in late January 2001 to discuss the results of the studies.

Fee Schedule:

\$2,000 for first park site
\$2,000 for second park site
~~\$1,000~~ for third park site
\$5,000 total for three park sites

TASK II

CONSULTANT'S GRANT WRITING IMPLEMENTATION PROGRAM

Upon the Town's authorization in writing to proceed with applying for funds to assist in developing the Master Plans for specific site(s) by February 10, 2001, the Consultant shall prepare the individual "project" applications.

Fee Schedule:

The fee for preparing the Grant Application package is included in the fee in Task 1. The Consultant shall receive \$95.00 per hour for attending all Public Meetings, as requested by Town Manager, after submitting the Applications to Broward County by March 1, 2001.

Preparation of Conceptual Site Plan (drawn to scale) at \$1,000 per park. Based upon passive park activity and up to thirty (30) acres.

Section 3: The Town and Consultant agree that this Agreement shall be for a period of one year from approval by Town. Based upon mutual agreement by both parties this Agreement may be extended for two optional one-year periods.

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 Manager 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 Consultant, pursuant to good and workmanlike practices. The priority, order, performance of services or safety practices shall not affect 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.

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 reasonably 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 against 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 or deleted as such authority determines, and the remainder of this Agreement shall 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 grantsmanship.

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 delivery of written notice, sent by U.S. Certified Mail, Return receipt requested, effective fifteen (15) days after the delivery of said notice.

If to the TOWN:

John Canada, Town Manager
5621 SW 196th Lane
Southwest Ranches, FL 33332

If to the CONSULTANT:

Richard S. Rubin
5731 SW 196th Lane
Southwest Ranches, FL 33332

IN WITNESS WHEREOF, this Agreement is accepted and executed on this _____ day
of _____, 2001.

WITNESS:

[Signature] 680-6197
[Signature]

FOR RICHARD S. RUBIN AIA

[Signature]
Richard S. Rubin

ATTEST:

954-4347743

FOR THE TOWN OF SOUTHWEST RANCHES

[Signature]
John Canada, Town Manager

ATTEST:

[Signature]
[Signature]

APPROVED AS TO FORM:

[Signature]
Gary Poliakoff, Town Attorney

(TOWN SEAL)

619069_1.DOC

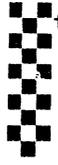
RICHARD S. RUBIN AIA
5731 SW 196 Lane
Southwest Ranches, Florida 33332
TEL: 954-895-5085 - FAX: 954-252-2526

PARTIAL LIST OF RECENTLY OBTAINED GRANTS

SOURCE OF FUNDS	RECIPIENT	DATE AWARDED	TYPE OF PROJECT	TOTAL AMOUNT OF GRANT RECEIVED	TOTAL LOCAL MATCH
F.C.T.	PEMBROKE PINES	1999	PARK ACQUISITION	\$1,895,000.00	REIMBURSEMENT
COMM. DEV.	MIRAMAR	1998	REDEVELOPMENT	\$ 100,000.00	\$100,000.00
D.O.T.	MARGATE	1998	ROADWAY BEAUTIFICATION	\$ 300,000.00	\$300,000
FL. STATE	WILTON MANORS	1997	CULTURAL BUILDING	\$1,000,000.00	(2 PHASES)
F.C.T.	CORAL SPRINGS	1997	PARK ACQUISITION	\$2,100,000.00	REIMBURSEMENT
F.C.T.	PEMBROKE PARK	1995	PARK ACQUISITION	\$ 897,300.00	\$ - 0 -
	CITY OF SUNRISE	1995	PARK ACQUISITION	\$ 510,000.00	\$ 510,000.00
B.C.C.D.	PEMBROKE PARK	1994	ROADWAY IMPROVEMENT	\$ 147,000.00	\$ - 0 -
B.C.C.D.	PEMBROKE PARK	1994	PARK LIGHTING	\$ 90,000.00	\$ - 0 -
F.C.T.	PEMBROKE PARK	1995	PARK ACQUISITION	\$ 311,450.00	\$ 19,000.00
F.R.D.A.P.	PEMBROKE PARK	1994	PARK DEVELOPMENT	\$ 99,263.00	\$ 33,087.00
S.B.A.	PEMBROKE PARK	1994	PURCHASING TREES	\$ 12,861.00	\$ 12,861.00
F.R.D.A.P.	PEMBROKE PARK	1992	PARK DEVELOPMENT	\$ 100,000.00	\$ 50,000.00
S.B.A.	PEMBROKE PARK	1992	PURCHASING TREES	\$ 18,000.00	\$ 19,260.00
F.R.D.A.P.	GOLDEN BEACH	1989	PARK DEVELOPMENT	\$ 150,000.00	\$ 150,000.00
F.D.O.T.	COOPER CITY	1988	INTERCHANGE EXPANSION	\$2,200,000.00	\$ - 0 -

SUB TOTAL: \$7,580,874.00 \$1,194,208

NOTE: THE AMOUNT OF NEW FUNDS REQUIRED TO BE MATCHED BY OUR RECIPIENTS ONLY EQUALLED 14 % OF THE TOTAL AMOUNT OF PROJECT COSTS.



Office of Budget Services
115 S. Andrews Avenue, Room 404
Fort Lauderdale, FL 33301
(954) 357-6345 • FAX (954) 357-6364

E-mail: budget@co.broward.fl.us

FAX COVER SHEET

DATE: 12/27/00

TO: Barry Poliakoff

FAX NUMBER CALLED: 985-4176

FROM: John Canada

NUMBER OF PAGES,
INCLUDING COVER SHEET: 10

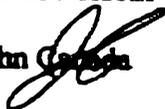
COMMENTS: Barry
I asked Richard Rubin for a
draft. Attached are my changes
I have see this to Jim want also.
We will need to finalize soon
to meet all of the time frames.
Please provide me with your
input

Thank you

ps Hope you had a great holiday!!!

12/24/00

To: Richard Rubin

From: John 

Re: Draft agreement

Richard, hope you had a wonderful holiday. I will be talking with Jim Ward to finalize and get you started in the first week of January. The sooner we can start the better. The Council has never done this before and they may require additional time. Please see my attached suggested changes. I feel they are changes that we can both agree upon.

See you in the new year!!!

RICHARD S. RUBIN AIA
5731 SW 196 Lane
Southwest Ranches, Florida 33332
TEL: 954-252-2526 - FAX: 954-252-2526

FAX MEMO

To: John Canada, Town Manager **From:** Richard S. Rubin A.I.A.
Town of Southwest Ranches

Fax: 954- **Pages:** 1 cover and 3 pages

Phone: 954- **Date:** 12/21/00

Re: Draft Agreement - **FAX:** 954-252-2526
For Preparing Challenge
Grant Applications

Urgent For Review Please Comment Please Reply Please Recycle

● **Comments:** Please review the enclosed short draft agreement and advise if you feel it is acceptable.

We will be visiting our new grandson in Seattle between December 21 to January 2, 2001. If possible, I would like to start the project in the first week of January. Therefore, can we finalize the terms of the agreement by the Council's first meeting in January, 2001? After reviewing, feel free to call my cell 895-5085, if you want to discuss the grant program in more detail.

There appears to be still adequate time to complete the Tasks before the March 1, 2001 deadline if the Council authorizes me to proceed at its first meeting in January.

Attachments, Draft Agreement

List of grants recently received won through R. Rubin's efforts



MAJOR FACTS

- 1- Challenge Grant project will definitely be approved in each City (with a maximum of 3- Challenge Grants and 1- Swim Central applications per City).
- Up to \$200,000 grant will not require any match. Above \$200,000 to \$500,000 applications will require 25% match fore the full amount of the grant being requested.
- All consulting Engineers, Architects and maybe legal fees are reimbursable costs
- Projects must meet minimum score in order to be evaluated.
- Only Conceptual Site Plans, to scale, must be included in the application
- The City must control or have under contract the property by March 1, 2001. (Road ROW, Quick Takings, Purchase and Sale Contracts and 25 year leases are acceptable)
- Projects with multiple partners will receive higher consideration
- Commissioner Kirsten Jacobs should be continuously involved in the project.
- 3 separate projects can be on one site or 1 project (ex. Playground) can go on three sites
- No attachments will be allowed on the application form

DRAFT 12/16/01
URBAN AFFAIRS
GRANT WRITING AGREEMENT

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WITNESSETH:

WHEREAS, Richard S. Rubin has served as grant writer and urban affairs consultant for various South Florida municipalities and has assisted in obtaining grants for parks and open space, infrastructures, etc. including all other related tasks; and

WHEREAS, the parties desire the consultant to prepare the necessary documents required to submit application(s) to the Broward County Parks and Recreation Division for a portion of the Challenge Grant Funds recently made available to develop/preserve open space in all municipalities in Broward County.

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NEEDS ASSESSMENT REPORT, AND FORMULATION OF FUNDING ACQUISITION STRATEGIES

1 Week

Tour Town with officials
 Review public documents and maps
 Make preliminary phone calls and meetings with the Town Manger.
 Identify list of possible partnerships and grant sources and sites
 Prepare grant writing program chart and matrix
 Prepare written conceptual Master Plan Program

DRAFT 12/16/01

The preliminary time schedule required to perform the necessary services in order to meet Broward County's March 1, 2000 deadline is provided on Exhibit "A", attached.

The Consultant shall submit a written report including a Master Plan Program to the Town Manager within the first 15 days and meet with the Town at a workshop in late January, 2001 to discuss the results of the studies.

Fee Schedule:

3

with each Council Member individually

\$5,000.00 Flat fee paid on or before March 15, 2001

**TASK II:
CONSULTANT'S GRANT WRITING IMPLEMENTATION PROGRAM**

Upon the Town's authorization in writing to proceed with applying for funds to assist in developing the Master Plans for specific site(s) by February 10, 2001, the Consultant shall prepare the individual "project" applications.

Fee Schedule:

as requested by Town Manager

The fee for preparing the Grant Application package is included in the fee in Task 1. The Consultant shall receive \$95.00 per hour for attending all Public Meetings after submitting the Applications to Broward County by March 1, 2001.

Preparation of Conceptual Site Plans by Tamara Peacock and Associates: \$1,000 per Conceptual Site Plan drawn to scale.

* \$1,000 - \$3,500 BASED ON SIZES + PROGRAM

Section 3: The Town agrees that the period of time this contract shall be for one year with ~~2 - optional years if necessary.~~

Council

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 Manager and the Town Commission. The Consultant 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 affect consultant's status as an independent contractor and shall not relieve consultant of the obligations assumed under this Agreement.

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DRAFT 12/16/01

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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 reasonably 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.

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DRAFT 12/16/01

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

If to the TOWN :

John Canada, Town Manager
5621 SW 196 Lane
Southwest Ranches, Fl. 33332

If to the CONSULTANT:

Richard S. Rubin
5731 SW 196 Lane
Southwest Ranches, Fl. 33332

IN WITNESS WHEREOF, this Agreement is accepted and executed on this _____ day of _____, 2001.

WITNESS:

FOR RICHARD S. RUBIN AIA

Richard S. Rubin

ATTEST:

FOR THE TOWN OF Southwest Ranches

John Canada, Town Manager

ATTEST:

APPROVED AS TO FORM:

Gary Poliakoff
Town Attorney

(TOWN SEAL)

To: Richard S. Rubin A.I.A.
 From: John *[Signature]* ~~Grada~~
 Re: Challenge Grant Applications

Thank you for the draft proposal. Following are my suggested changes:

Task I

Page 2 second paragraph:

"...with the Town at a workshop or with each Council member individually ..."

Page 2 Fee Schedule new

- \$2,000 for first park site
- \$2,000 for second park site
- ~~\$1,000~~ for third park site
- \$5,000 total for three park sites

Task II

Page 2 second paragraph:

"...attending all Public Meetings, as requested by Town Manager, after..."

Page 2 third paragraph new

Preparation of conceptual site plan (drawn to scale) at \$1,000 per park.
 Based upon passive park activity and up to thirty (30) acres.

Page 2 Section 3 new

The Town and Consultant agree that this agreement shall be for a period of one year from approval by Town. Based upon mutual agreement by both parties this agreement may be extended for two optional one-year periods.

Richard the fax you sent me did not include Exhibit "A".

The Town attorney Gary Poliakoff, has not reviewed the draft. The only changes that I would expect would not impact the scope of the agreement.

Hope you had a great holiday season!!!