

IN REM SOLUTIONS, INC.

875 Aurelia Street B Boca Raton, FL 33486

(561) 955-1550

Fax (561) 955-1551

CONTRACT FOR GRANT PREPARATION SERVICES

This is a contract for services entered into the 3rd day of June, 2026, by and between Northwest Focal Point Senior Center District, (hereinafter "DISTRICT"), a Florida special district having its principal place of business at 6009 NW 10th Street, Margate, FL 33063 and In Rem Solutions, Inc., (hereinafter "Consultant") a Florida corporation with its principal place of business at 875 Aurelia Street, Boca Raton, FL 33486.

THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES**

The Consultant agrees to provide consulting services to DISTRICT for the preparation of grant applications to private, state and federal entities for funds to assist with the mission of DISTRICT. Upon request, the Consultant will prepare grant applications pursuant to the published guidelines and will submit the applications on behalf of DISTRICT.

2. **COMPENSATION**

For all services provided by Consultant hereunder as described in Section 1 of this Contract, DISTRICT shall pay Consultant compensation of \$170.00 per hour plus direct project expenses as approved by the DISTRICT Manager. The amount of consideration paid by the DISTRICT to the Consultant shall not exceed \$8500.

Contractor shall provide DISTRICT with a monthly invoice which shall be paid within 30 days.

3. **TERM**

This Contract shall be effective immediately upon execution by both parties and shall be for a term of one (1) year. Any renewal or extension of the Agreement shall be evidenced by a written amendment to this Agreement signed by both parties.

4. **TERMINATION**

Either party may terminate this Contract at any time by providing thirty (30) days written notice to the other party. In the event DISTRICT terminates the Contract, DISTRICT must pay the Contractor for any services or costs incurred up to the point of termination.

5. **CONFLICT OF INTEREST**

Consultant shall not be prohibited from representing or providing the like services to other persons and entities other than DISTRICT.

6. **ASSIGNMENT**

This Contract shall not be assignable by Consultant without the prior approval of DISTRICT, at DISTRICT's sole discretion.

7. **COST AND ATTORNEY'S FEES**

If either DISTRICT or the Consultant is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expense, including but not limited to, costs and reasonable attorney's fees.

8. **GOOD FAITH**

Each party hereto agrees to act in good faith with respect to the other party or parties exercising its rights and discharging its obligations under this Contract. Each party further agrees to use its best efforts to ensure that the purposes of this Contract are realized and to take all steps as reasonable and necessary in order to effectuate the intent under this Contract. Each party agrees to execute, deliver and file and document or instrument necessary or advisable to realize the purposes of this Contract.

9. **GOVERNING LAW**

This Contract shall be construed in accordance with and governed by the laws of the State of Florida.

10. **CONSENT TO JURISDICTION**

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out or relating to the Contract. Venue of any action to enforce this Contract shall be in Broward County, Florida.

11. **AMENDMENTS**

No modification, amendment or alteration in the terms or conditions of this Contract shall be effective unless contained in a written document executed with the same formality as this Contract.

12. **WAIVER OF JURY TRIAL**

Both DISTRICT and the Consultant knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition to this Contract.

13. **NOTICE**

Any notice required by this Contract shall be sent by hand delivery, certified mail or private postal service addressed to:

FOR DISTRICT

Terry Lieberman, Project Director
Northwest Focal Point Senior Center District
6009 NW 10th Street
Margate, FL 33063
Telephone: (954) 973-0300
Facsimile: (954) 969-0242

FOR CONSULTANT

Lisa N. Mulhall
In Rem Solutions, Inc.
875 Aurelia Street
Boca Raton, Florida 33486
Telephone: (561) 955-1550
Facsimile: (561) 955-1551

14. **SEVERABILITY**

If any provisions of this Contract or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15. **ENTIRE AGREEMENT/MODIFICATION/AMENDMENT**

This writing contains the entire Contract of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Contract, unless executed with the same formality as this document.

16. **INDEPENDENT CONTRACTOR**

Consultant is and shall remain an independent contractor and is not an employee or agent of DISTRICT. Services provided by Consultant shall be by employees or contractors of Consultant working under the supervision and direction of Consultant and nothing in this Contract shall in any way be interpreted or construed to deem said person to be agents, employees, or representatives of DISTRICT. Consultant agrees that it is a separate and independent enterprise from DISTRICT.

Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant. This Contract shall not be construed as creating any joint employment relationship between Consultant and DISTRICT, and DISTRICT will not be liable for any obligation incurred by Consultant including, but not limited to, unpaid minimum wages and/or overtime payments.

17. **OWNERSHIP AND ACCESS TO RECORDS/AUDITS**

This Agreement is subject to the requirements of Florida's Public Records law, Section 119.07 Fla. Stat. All records, books, documents, data, deliverables, papers and financial information (the "Records") that result from Consultant providing services to DISTRICT under this Contract shall be the property of DISTRICT and shall be provided in the event of a public records request.

Consultant shall maintain any and all Records pertaining to work performed under this Contract during the term of this Contract and for a period of three (3) years following termination of this Contract.

DISTRICT Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this

Contract, have access to and the right to examine and audit any Records of Consultant involving transactions related to this Contract.

DISTRICT may cancel this Contract for refusal by Consultant to allow access by the DISTRICT Manager or her designee to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

19. **CHARITABLE PURPOSE**

This contract is for the purpose of seeking additional sources of funding for DISTRICT's governmental purposes in Broward County, Florida. All grant writing and solicitation by the Consultant on behalf of DISTRICT shall be for one or more of these purposes.

20. **ASSURANCES**

This contract assures that neither In Rem Solutions, nor any of its officers, directors, trustees or employees have, regardless of adjudication, been convicted of, or found guilty of, or pled guilty or nolo contendere to, or have been incarcerated within the last ten years as a result of having previously been convicted of, or pled guilty or nolo contendere to, a crime within the last ten years involving fraud, theft, larceny, embezzlement, fraudulent conversion, or misappropriation of property, or any crime arising from the conduct of a solicitation for a charitable organization or sponsor. Further, neither In Rem Solutions, nor any of its officers, directors, trustees or employees has been enjoined from violating any law relating to a charitable solicitation.

21. CUSTODY OF CONTRIBUTIONS

Consultant shall not, at any time, have control or custody of contributions to DISTRICT.

IN WITNESS WHEREOF the undersigned parties have executed this Contract on the date indicated above.

WITNESSED:

IN REM SOLUTIONS, INC.

BY: _____

Lisa N. Mulhall
President

**Northwest Focal Point Senior Center
District**

BY: _____

Terry Lieberman
Project Director

BY: _____

Antonio V. Arserio
Board Chair