RESOLUTION NO. R-2023-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, DETERMINING THAT RMPK FUNDING IS THE MOST RESPONSIVE AND MOST RESPONSIBLE PROPOSER FOR GRANT MANAGEMENT SERVICES BASED ON THE TERMS OF RFP #012623; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has sought competitive proposers for grant management services based on the terms of RFP #012623;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida hereby accepts the recommendation as submitted by City's Staff and determines that RMPK FUNDING is the most responsible and most responsive proposer grant management services based on the terms of RFP #012623.

SECTION 3. The City Commission of the City of Oakland Park, Florida hereby approves and authorizes the appropriate City officials to execute a contract with RMPK FUNDING for grant management services based on the terms of RFP #012623 and authorizes expenditures in excess of $25,000.00 each contract year for grant applications as needed; A copy of the contract is attached hereto as Exhibit "A".

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 15th day of March 2023.

CITY OF OAKLAND PARK, FLORIDA

MAYOR AISHA GORDON

M. ROSENWALD	YES
T. LONERGAN	YES
S. ARNST	YES
L. NEWBOLD	YES
A. GORDON	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT
for
GRANT MANAGEMENT SERVICES

THIS IS AN AGREEMENT made and entered into this 15th day of March, 2023, by and between:

The CITY OF OAKLAND PARK, FLORIDA acting herein through its City Manager, hereinafter called "CITY" and RMPK FUNDING, INC. doing business as a provider of grant management services, hereinafter called "CONSULTANT". CITY and CONSULTANT may hereinafter be referred to as the "Parties".

WITNESSETH:

WHEREAS, the CITY desires to engage the services of CONSULTANT to provide grant management services to enable the City to leverage local public funds to help the City find and apply for funding for a variety of uses, including community planning, technical assistance, research, and capital infrastructure projects. Related services include assist in researching and identifying potential grant opportunities, providing strategic grant writing services associated with the completion and submission of grant applications, technical assistance and program administration services, and management of grants throughout their lifecycles.

WHEREAS, All terms, conditions, and provisions of Request for Proposals (RFP) #012623, Grant Management Services, are incorporated herein by reference as Exhibit A made a specific part hereof.

NOW THEREFORE, in consideration of the promises, the mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the Parties do mutually covenant and agree with each other as follows:

ARTICLE I
COMPENSATION

In accordance with the Proposal, the Consultant shall supply personnel to perform required tasks and be compensated in accordance with the annual fee to be paid on a quarterly basis, which is incorporated herein.

ARTICLE II
TERM AND CANCELLATION

The term of this Agreement is THREE (3) years commencing on the effective date of the resulting agreement. The contract may be renewed for TWO (2) additional THREE (3) year periods under the same terms and conditions, if mutually agreed upon by both parties.

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In the event delivery/service is scheduled to end because of the expiration of this contract, CONSULTANT shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Consultant shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE III
GENERAL PROVISIONS

It is understood and agreed that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

This document may be executed in counterparts each of which shall be deemed to be a duplicate original.

This Agreement is executed and is to be performed in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida.

In connection with any conflict arising out of this Agreement, the Parties hereto agree to mediate the dispute prior to instituting any litigation in connection with this Agreement. The mediator shall be an individual agreed to by all parties. All costs of mediation shall be shared equally by the parties and the mediation shall be initiated within thirty (30) days of the conflict being expressed in writing by either party. In the event of litigation arising out of this Agreement, including any administration, trial level, or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee and paralegal costs.

If any clause, section or other part or application of this Agreement shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission to the receiving party, addressed to the following individuals:

CITY: City of Oakland Park, Florida
David Hebert, City Manager
3650 NE 12th Avenue
Oakland Park, FL 33334

COPY TO: Donald J. Doody, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
FAX: (954) 771-4923

CONSULTANT: RMPK FUNDING, INC.
601 Heritage Drive, #402
Jupiter, FL 33458
Ryan A. Ruskay, President
rruskay@rmpkfunding.com

Indemnification. Consultant agrees to indemnify and save harmless the CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in RFP #012623 to protect the CITY and its interests from such actions of the consultant or sub-contractors. Consultant further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

Governing Law; Venue. This Agreement is executed and is to be performed in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal proceeding commenced with respect to the performance of the Parties' obligations pursuant to this Agreement shall be in a court of competent jurisdiction located in Broward County, Florida.

Non-Discrimination/Equal Employment Opportunity and Americans with Disabilities Act. Consultant shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Consultant shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Consultant's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Consultant shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

Public Records. The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Consultant to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE II.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Renee M. Shrout, CMC, City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
ReneeS@OaklandParkFL.gov

Scrutinized Companies - Consultant must certify that the company is not participating in a boycott of Israel. Consultant must also certify that Consultant is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Consultant must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

E-Verify - Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all

newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
b. All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and
c. By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

Ethics and Conflict of Interest - CONSULTANT shall avoid all conflicts of interests, as well as appearances of conflicts of interests, throughout the term of this Agreement. CONSULTANT shall not at any time during the term of this Agreement represent any party seeking approvals, permits, or licenses, of any kind from the City. Nothing set forth in this Agreement shall preclude or limit CONSULTANT's ability to engage in outside work or employment which is not in conflict with the duties and responsibilities set forth herein.

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee Shrout, City Clerk

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(SEAL)

CITY OF OAKLAND PARK

David Hebert, City Manager

APPROVED AS TO LEGAL FORM:

For Donald J. Doody, City Attorney

WITNESS BY:

By: Natalie Perry

CONSULTANT:
RMPK FUNDING, INC.

By: Ryan Ruskay

Title: President

STATE: Florida

COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 14th day of March, 20 23, by: Ryan Ruskay.

Name of Person Making Statement

ANNA BONJOUR
Notary Public-State of Florida
Commission # HH 250947
My Commission Expires
April 07, 2026

(NOTARY SEAL)

Anna Bonjour

Signature of Notary Public

Anna Bonjour

Name of Notary Public (Typed, Printed, Stamped)

Personally Known: X OR Identification Produced: _____

Type of Identification Produced: _____