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**WHEREAS**, the City has sought competitive bids for Solid Waste Continuing Consulting Services;

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

**SECTION 2.** The City Commission of the City of Oakland Park, Florida hereby accepts the recommendation as submitted by the City's selection committee and determines that GEOSYNTEC CONSULTANTS, INC. and KESSLER CONSULTING, INC. are the most responsible and most responsive bidders for Solid Waste Continuing Consulting Services.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

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

6           **SECTION 6.** This Resolution shall become effective immediately upon its  
7 passage and adoption.  
8

9           **ADOPTED** by the City Commission of the City of Oakland Park, Florida this 5<sup>th</sup>  
10 day of June 2019.  
11

12  
13 CITY OF OAKLAND PARK, FLORIDA

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15

16  
17 MAYOR SARA GUEVREKIAN  
18

|                  |            |
|------------------|------------|
| 19 M. SPARKS     | <u>YES</u> |
| 20 J. BOLIN      | <u>YES</u> |
| 21 M. CARN       | <u>YES</u> |
| 22 T. LONERGAN   | <u>YES</u> |
| 23 S. GUEVREKIAN | <u>YES</u> |

24  
25  
26

27 ATTEST:

28   
29

30 RENEE M. SHROUT, CMC

31 CITY CLERK



**CITY OF OAKLAND PARK**  
**3650 NE 12<sup>th</sup> Avenue**  
**Oakland Park, FL 33334**

**AGREEMENT FOR CONTINUING PROFESSIONAL SERVICE**

This AGREEMENT made this 1st day of July, 2019, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and Kessler Consulting Inc., hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide services as identified in City Request for Proposal # 0329219 Scope of Services and further identified in CONTRACTOR's proposal of March 29, 2019.

All terms, conditions, and provisions of the Request for Proposal # 0329219 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The initial Contract shall be a two-year (2) fixed-price contract. The City shall have the option to extend the Contract for one (1) additional two-year period, at terms and conditions mutually acceptable to both parties. Award of any contract is contingent upon appropriation of sufficient budgeted funds.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor 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 Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

ARTICLE IV

*R.2019-070*



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 V

Contractor agrees to indemnify and save 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, to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor 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.

#### ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor 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. Contractor 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, CONTRACTOR 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.

Contractor'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.

Contractor 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.

#### ARTICLE VII

## Public Records

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, 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 12 Avenue  
Oakland Park Fl. 33334  
954-630-4298  
renees@oaklandparkfl.gov**

The failure of Contractor 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 IV.

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Mitch Kessler, President, on behalf of Kessler Consulting Inc.,  
Print Name and Title Company Name

certify that Kessler Consulting Inc. does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor 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 Contractor 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 Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and  
2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy



Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_ Kessler Consulting Inc. \_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_ Mitch Kessler \_\_\_\_\_  
PRINT NAME

\_\_\_\_ President \_\_\_\_\_  
TITLE


**AGREEMENT:**

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

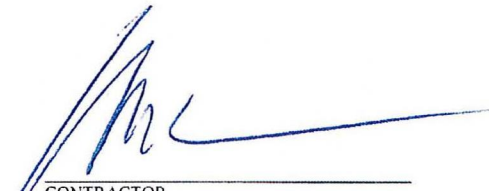
**ATTEST:**

  
\_\_\_\_\_  
Renee Shrout, City Clerk

(SEAL)

  
\_\_\_\_\_  
David Elliott, City Manager CJG

  
\_\_\_\_\_  
WITNESS (as to CONTRACTOR)  
  
\_\_\_\_\_  
WITNESS (as to CONTRACTOR)

  
\_\_\_\_\_  
CONTRACTOR

**ADDRESS:**

\_\_14620 N. Nebraska Ave\_\_

\_\_Bldg. D\_\_

\_\_Tampa, FL 33613\_\_

**PHONE:** \_\_813-971-8333\_\_