

Resolution No. 2021-2967

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 pertaining to tree mitigation and the services of A Budget Tree Service, Inc.; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2020 and terminating on September 30, 2021 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

Whereas, from time-to-time circumstances and events may require that the original City budget may need revision such as herein relating to tree mitigation and the services of A Budget Tree Service, Inc.; and

Whereas, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:

Section 1. Adoption of Budget Amendment.

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2020 and terminating on September 30, 2021 is hereby revised and

amended by Attachment "A" pertaining to tree mitigation and the services of A Budget Tree Service, Inc. The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2020 and terminating on September 30, 2021 shall remain in full force and effect.

Section 2. Implementing administrative actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

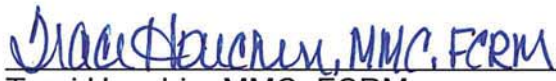
Section 6. Effective Date.

This Resolution shall become effective immediately upon enactment.

Passed and adopted this 12th day of July, 2021.

Attest:

**City Commission of the City of
Sanford**



Traci Houchin, MMC, FCRM
City Clerk



Art Woodruff
Mayor

For use and reliance of the Sanford
City Commission only.
Approved as to form and legality.





William L. Colbert
City Attorney



WS __ RM X
Item No. 8.A

**CITY COMMISSION MEMORANDUM 21-162
JULY 12, 2021 AGENDA**

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Robert Beall, Operations Manager
SUBMITTED BY: Norton N. Bonaparte, Jr., City Manager
SUBJECT: Budget Amendment Resolution No. 2967; Tree Mitigation; Procurement Of Services; A Budget Tree Service, Inc.

STRATEGIC PRIORITIES:

- Unify Downtown & the Waterfront
- Promote the City’s Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Approval of Resolution No. 2967, amending the City budget and the approval to procure the services of A Budget Tree Service, Inc. are requested.

FISCAL/STAFFING STATEMENT:

Funds in the amount of \$75,000 are available in the Tree Mitigation Revenue Fund. The funds will be transferred from the Tree Mitigation Fund into the Parks and Recreation, Parks Operations account.

BACKGROUND:

A Budget Tree Service, Inc. of Winter Springs provides proactive tree trimming and removal of trees located in the City’s parks before significant storms occur.

The services of A Budget Tree Service, Inc. were procured by means of piggybacking a Seminole County contract (PBA # 19/20-61). The piggyback process is a program of cooperative bidding which may be used by public bodies, public entities and political subdivisions throughout the State and it satisfies all purchasing requirements applicable to the City.

The adoption of a budget amendment resolution and authorization to procure services are requested.

LEGAL REVIEW:

The Assistant City Attorney has assisted in this matter and has no legal objection.

RECOMMENDATION:

City staff recommends that the City Commission approve Resolution No. 2967, to amend the budget, and authorize procurement of needed services from A Budget Tree Service, Inc. in an amount not to exceed \$75,000.

SUGGESTED MOTION:

“I move to approve Resolution No. 2967 and approved the proposed procurement in an amount not to exceed \$75,000.”

- Attachments: (1). Budget Amendment Resolution No. 2967.
(2). Piggyback Contract (PBA # 19/20-61).

REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2021

Department: Parks and Recreation

Division: Parks & Grounds

Date: 6/23/2021

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER						Current Budget	Current Unrealized (Budget)	Amount of Change	Adjusted Unrealized
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title				
001	0000	343	91	01	Tree Mitigation	\$ 166,328	\$ 166,328	\$ 75,000	\$ 241,328
									-
									-
									-
									-
TOTAL CHANGES IN REVENUES								\$ 75,000	

CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER						Current Budget	Current Balance	Amount of Change	Remaining Balance	
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Expenditure Account Title				
001	5508	572	46	00		Repair & Maintenance	\$ 557,595	\$ 262,700	\$ 75,000	\$ 337,700
TOTAL CHANGES IN EXPENDITURES								\$ 75,000		

REASON FOR AMENDMENT: Annual Tree Trimming for Park Sites *K. Hoal*
Robert Hood (Jan 11, 2021 09:06:07) Jun 23, 2021

DIRECTOR APPROVAL: *Lisa Jones*
Bob Jones (Jan 25, 2021 09:58:07) DATE: Jun 23, 2021

FINANCE APPROVAL: *Cynthia Lindsey* DATE: Jun 29, 2021

CITY MANAGER APPROVAL: *J. J. Grooten, CCM*
T. Grooten (Jun 29, 2021 11:21:07) DATE: Jun 29, 2021

CITY COMMISSION AGENDA DATE: 7.12.2021 APPROVED? Y

FOR FINANCE USE

Entry Date: 07/26/2021 Batch Number: B# 4539 Document #: BA 10-102
~~XXX~~ 102
S. Posey Res# 2967 07/26/2021
CCM# 21-162 PJS

A Budget Tree Service, Inc. Piggyback Contract (PBA 19/20-61) (Tree Trimming, Removal And Stump Grinding Services)

The City of Sanford ("City") enters this "Piggyback" Contract with A Budget Tree Service, Inc., a Florida corporation (hereinafter referred to as the "Vendor"), whose address is 710 East State Road 434, Winter Springs, Florida 32708, under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

(1). The Purchasing Policy for the City of Sanford allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Seminole County, Florida, said contract being identified as "Term Contract For Tree Trimming, Removal And Stump Grinding (IFB-602138-14/THL)", as may have been amended, in order for the Vendor to provide an array of services relating to tree trimming, removal and stump grinding and related goods and services to the City as the City may deem desirable (said original contract being referred to as the "original government contract").

(2). The original government contract documents are incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract are fully binding on the parties and said terms and conditions are incorporated herein; provided, however, that the City will negotiate and enter work orders/purchase orders with the Vendor in accordance with City policies and procedures for particular goods and services. All pricing shall be F.O.B., City Hall, City of Sanford with most favored nation pricing.

(3). Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City, as follows:

(a). Time Period ("Term") of this Contract: (state N/A if this is not applicable). N/A. Notwithstanding any provisions, however, this Contract shall not be operative for a period of time exceeding 5 years.

(b). Insurance Requirements of this Contract: See attached exhibit relating to City insurance requirements.

(c). Any other provisions of the original government contract that will be modified: (state N/A if this is not applicable). N/A.

(d). Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, the Vendor agrees that he/she/it shall send notices, invoices and shall conduct all business with the City to the attention of City Manager, at: City of Sanford, 300 North Park Avenue; Sanford, Florida 32771. The City Manager's designated representative for this Contract is:

Ms. Marisol Ordoñez
Purchasing Manager
Finance-Purchasing Division
City of Sanford
Post Office Box 1788
Sanford, Florida 32772
Phone: 407.688.5028
E-mail address: Marisol.Ordonez@Sanfordfl.gov

(e). Notwithstanding anything in the original government contract to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between

the parties arising out of this Contract shall be in Seminole County, Florida in the Court of appropriate jurisdiction. The law of Florida shall control any dispute between the parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.

(f). Notwithstanding any other provision in the original government contract to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

(g). All the goods and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.

(h).

(i). IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, CMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771, TRACI.HOUCHIN@SANFORDFL.GOV.

(II). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the Vendor must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(C). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

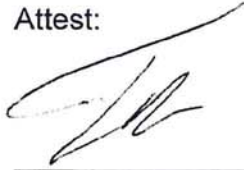
(III). If the Vendor does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

(IV). Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.

(i). All other provisions in the original government contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

Entered this 19th day of ~~February~~ ^{March}, 2020.

Attest:



Timothy Meagher
Director/Secretary

A Budget Tree Service, Inc., a Florida corporation.

By:

Dale E. Meagher
President/Treasurer

Date: 3/4/2020

Attest:

Traci Houchin, CMC, FCRM
Traci Houchin, City Clerk, CMC, FCRM

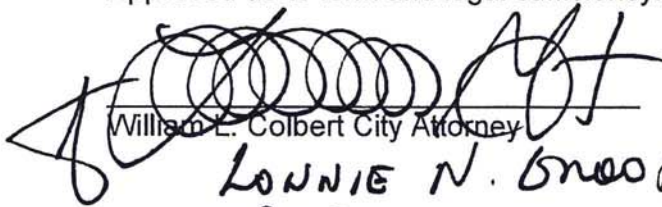
City Of Sanford

By:

Jeff Triplett, Mayor

Date: 3/19/20

Approved as to form and legal sufficiency.



William E. Colbert City Attorney

LONNIE N. SNEED
ATA

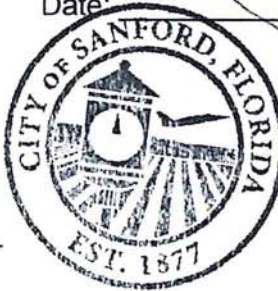


Exhibit "A"

[Attach original government contract]