

Resolution No. 3092

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 for the purchase of electrical services from Chinchor Electric, 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, 2022 and terminating on September 30, 2023 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 for the purchase of electrical services for the Sanford Municipal Cemetery from Chinchor Electric, 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; Chinchor Electric, Inc.

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2022 and terminating on September 30, 2023 is hereby revised and

amended by Attachment "A" that relates to the purchase of electrical services from Chinchor Electric, 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, 2022 and terminating on September 30, 2023 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 in order to procure the purchase of electrical services from Chinchor Electric, Inc.

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 December 2022.

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 Colbert, City Attorney

ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 22/23
Department: City Manager's Office

Division: Economic Development

6/13/2022

CHANGES IN REVENUES

| REVENUE ACCOUNT NUMBER | | | | | | Current | Current | Amount of | Adjusted |
|------------------------|---------|--------|-----|-----------|---------------------------|---------|---------|-----------|------------|
| Fund | Revenue | Act Cd | Ele | Project # | Expenditure Account Title | Budget | Balance | Change | Unrealized |
| 001 | 0000 | 389 | 98 | 00 | Use of Reserves | | - | \$ 24,000 | 24,000 |

TOTAL CHANGES IN REVENUES \$ 24,000

CHANGES IN EXPENDITURES

| EXPENDITURE ACCOUNT NUMBER | | | | | | Current | Current | Amount of | Remaining | |
|----------------------------|-----------------|----------|-----|-----|-----------|---|---------|-----------|-----------|---------|
| Fund | Dpt/Div | Activity | Obj | Ele | Project # | Expenditure Account Title | Budget | Balance | Change | Balance |
| 001 | 0104 | 559 | 34 | 00 | | Economic Development Orger Contractual Services | 36,000 | 12,394 | 24,000 | 36,394 |
| | | | | | | 0102 (per CML 1/3/2023) | | | | |

TOTAL CHANGES IN EXPENDITURES \$ 24,000

REASON FOR AMENDMENT: funding for Sanford Mainstreet Program

DIRECTOR APPROVAL: *Tom Tomerlin* DATE: Nov 29, 2022
Tom Tomerlin (Nov 29, 2022 08:00 EST)

FINANCE APPROVAL: *Cynthia Lindsay* DATE: Nov 29, 2022

CITY MANAGER APPROVAL: *Norton N. Bonaparte Jr.* DATE: Nov 29, 2022
Norton N. Bonaparte, Jr. (Nov 29, 2022 11:00 EST)

CITY COMMISSION AGENDA DATE: 12-Dec-22 APPROVED Y

FOR FINANCE USE

Entry Date: 1/3/2023
S. Posey

Batch Number: B# 1215

Document #: BA 03-108

11/21/2022

Res# 3092
CCM# 22-291

FUNDING AGREEMENT SANFORD MAIN STREET, INC. WITH THE CITY OF SANFORD AND THE SANFORD COMMUNITY REDEVELOPMENT AGENCY

THIS AGREEMENT is made and entered on the last date below written between the between Sanford Main Street, Inc. ("Mainstreet"), whose address is 111 South Magnolia Avenue, Sanford Florida 32771, a non-profit corporation of the State of Florida; and the City of Sanford, Florida, a municipality of the State of Florida (the "City"), whose address is 300 North Park Avenue, Sanford, Florida 32771; and the Sanford Community Redevelopment Agency, a dependent special district of the State of Florida (hereinafter referred to as the "CRA") whose address is 300 North Park Avenue, Sanford, Florida 32771.

WITNESETH:

WHEREAS, Mainstreet promotes, markets, organizes and executes events that promote the City of Sanford; and

WHEREAS, Mainstreet is seeking funding for its mission to be accomplished by leasing City property formerly known as the Welcome Center, now renamed the Sanford Information Center, addressed at 230 East First Street, Sanford, Florida; and

WHEREAS, Mainstreet desires that the City and the CRA contribute funding for its activities as specified herein.

NOW, THEREFORE, for and in consideration of the sums paid by City and the CRA to Mainstreet, and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by the parties, it is hereby **AGREED AS FOLLOWS:**

SECTION 1: RECITALS. The parties acknowledge the recitals herein to be true and correct and agree to be bound by each and every of the terms thereof, which

recitals and terms are incorporated herein by this reference and which the parties shall perform.

SECTION 2: MAINSTREET DUTIES. Mainstreet agrees to promote tourism and the economic activities of the downtown restaurants and other merchants, as well as general economic activity within the downtown area of the City of Sanford at the Sanford Information Center. With regard to visitors, Mainstreet shall provide a friendly and genuine welcome to first time and repeat visitors, those interested in the history and architecture of the City, persons considering becoming a resident or business operator within the City as well as those persons simply looking for dining and entertainment opportunities. The focus will be on making a great first impression and showcasing the unique character of the City of Sanford. With regard to prospective or existing merchants or businesspersons, Mainstreet shall provide specific and personalized help understanding and maneuvering through City's and the CRA's economic and redevelopment programs and requirements. Mainstreet shall assemble and communicate to appropriate persons a wide array contacts, opportunities, trends and the current business climate with a focus on promoting new business and economic development by providing a facility, information and resources to help small businesspersons navigate the complexities of establishing and maintaining a successful commercial enterprise within the City.

SECTION 3: FUNDING OF MAINSTREET PERSONNEL COSTS.

(a). The City shall pay to Mainstreet the sum of \$24,000.00 per year to fund a share of the personnel costs necessary for Mainstreet to accomplish its duties and to staff the Sanford Information Center continuously during the hours specified in the lease agreement. Payments shall be made on a monthly basis upon receipt of an invoice from Mainstreet.

(b). The CRA shall pay to Mainstreet the sum of \$24,000.00 per year to fund a share of the personnel costs necessary for Mainstreet to accomplish its duties and to staff the Sanford Information Center continuously during the hours specified in the lease agreement. Payments shall be made on a monthly basis upon receipt of an invoice from Mainstreet.

(c). The City and Mainstreet have entered a lease relative to the property at which the services set forth herein will be performed as a headquartered office space. During the review of each report under that lease, an evaluation shall be made as to the funding sources of Mainstreet and the City and the CRA will evaluate the need for continuing financial assistance to Mainstreet by the City and the CRA.

SECTION 4: TERM. The term of this Agreement shall be from the first day of the first month following execution of this Agreement and shall continue month-to-month until terminated.

SECTION 5: RELATIONSHIP OF THE PARTIES.

(a). The parties' relationship is that of independent contractor and no party hereto shall function or operate as the agent of the other.

(b). Mainstreet shall be responsible for performing in a fashion and manner that is acceptable to the City and the CRA.

SECTION 6: TERMINATION OF FUNDING. Mainstreet understands and agrees that the City and the CRA may terminate funding at any time upon 60 days advanced written notice to Mainstreet upon a determination that it would be in the best interests of the public to do so which determination shall be conclusive and without appeal.

SECTION 7: UNDERSTANDING OF THE PARTIES. It is the understanding of the parties that the City and the CRA desire to protect themselves from the liability exposure to claims from the operations of Mainstreet. It is understood that the City and the CRA are providing only funding for the benefit of Mainstreet. It is further understood that it is the responsibility of Mainstreet to keep the City and the CRA apprised of the operations of Mainstreet and the effectiveness thereof.

SECTION 8: COMMUNICATION. The parties hereby commit to the implementation and maintenance of clear and open communication in order to further the purposes of this Agreement.

SECTION 9: COPYRIGHT FEES, ROYALTIES AND OTHER LICENSES. If any material, composition or name to be used or performed is copyrighted or otherwise protected under laws relating to intellectual property, Mainstreet is responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. Mainstreet agrees to be fully responsible for any fees, royalties and licensees in connection therewith.

SECTION 10: INDEMNIFICATION AND RELEASE BY MAINSTREET OF CITY AND CRA.

(a). Mainstreet assumes all risk of personal injury or death, and property damage that may arise from the implementation of services contemplated hereunder.

(b). Mainstreet agrees that, on behalf of itself and any and all derivative claimants, of whatsoever type or nature or relationship, it understands that the City and the CRA and their officers, agents and employees assume no liability whatsoever for any personal injury or property damage or loss that Mainstreet or any derivative claimant may suffer, of whatsoever type or nature or cause.

(c). Mainstreet agrees that it will indemnify, hold and save the City and the CRA and their officers, agents, contractors and employees whole and harmless and defend same, from and against all claims, demands, actions, damages, costs, loss, liabilities, expenses and judgments of any nature recover from or asserted against the City or the CRA on account of injury or damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission negligence or misconduct on the part of Mainstreet or any of its agents, servants, employees, contractors, patrons, guests, or invitees or of any other person involved directly or indirectly with Mainstreet. To that end and to the fullest extent permitted by law, Mainstreet shall indemnify, hold harmless and defend the City and the CRA, their agents, servants, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of this Agreement. In accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to Mainstreet for this obligation, the receipt

and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City of the CRA as set forth in Section 768.28, *Florida Statutes*.

(d). In claims against any person or entity indemnified under this Section by an employee of Mainstreet or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Mainstreet or its agents or subcontractors, under Workers' Compensation acts, disability benefits acts, or other employee benefit acts.

SECTION 11: INSURANCE OF APPLICANT. Mainstreet shall procure and maintain insurance with minimum coverages of \$1,000,000 per occurrence and \$ 2,000,000 aggregate and list the City as additional Insured and include, and provide the City with a certificate of insurance relative thereto, as well as providing the City with hold harmless and waiver of subrogation endorsements, as required by the City and the CRA, as determined by the City's Risk Manager.

SECTION 12: ASSIGNABILITY/NO THIRD PARTY BENEFICIARIES.

(a). This Agreement is not assignable. No party shall assign this Agreement or the rights and obligation to any other party.

(b). Third parties shall not be the direct or indirect beneficiaries of any of the agreements, terms, covenants or promises herein contained. To that end, this Agreement is solely for the benefit of the formal parties herein, and no right or case of

action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

SECTION 13: NOTICES. All notices or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be construed as properly given if mailed by registered or certified mail with return receipt requested. It is agreed that notice so mailed shall be reasonable and effective upon the expiration of three business days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be the address as follows:

For the City:

Norton N. Bonaparte, Jr., ICMA-CM
City Manager
City of Sanford City Hall
300 North Park Avenue
Sanford, Florida 32771

For Mainstreet:

Christina Hollerbach
111 South Magnolia Avenue
Sanford, Florida 32771

For the CRA:

Ms. Sonia Fonseca
CRA Executive Director
City of Sanford City Hall
300 North Park Avenue
Sanford, Florida 32771

SECTION 14: DEFAULT.

(a). In the event of default by Mainstreet, the City and the CRA shall be entitled to any and all legal remedies available under Florida law.

(b). Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party 30 days from the date of receipt to cure such defaults; provided, however, that this provision shall not affect the termination rights of the City or the CRA.

SECTION 15: SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, the terms of this Agreement is declared severable.

SECTION 16: TIME OF THE ESSENCE. Time is hereby declared essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 17: APPLICABLE LAW/VENUE. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

SECTION 18: COMPLIANCE WITH LAWS AND REGULATIONS. Mainstreet shall obtain and possess, throughout the term of this Agreement, all licenses and permits applicable to its operations under Federal, State and local laws and shall comply with all fire, health, and other applicable regulatory codes.

SECTION 19: ATTORNEY FEES. In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys

fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

SECTION 20: EFFECTIVE DATE. This Agreement shall take effect when adopted by the City, the CRA and Mainstreet, and fully executed by their duly authorized representatives.

SECTION 21: NONDISCRIMINATION. Mainstreet agrees that it will not discriminate against any person because of race, color, religion, sex, age, national origin, sexual orientation, political persuasion or affinity, or disability and will take affirmative steps to ensure that no such discrimination occurs.

SECTION 22: FAILURE TO ENFORCE NOT WAIVER OF RIGHT. Failure by the City or the CRA to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto. To that end, no waiver of any clause of this Agreement or of the breach thereof shall be taken to constitute a waiver of any subsequent breach of such Agreement, nor to justify or authorize the non-observance of any other occasion of the same or any other agreement nor shall any waiver or indulgence granted by a party to the other be taken as an estoppel against the party.

SECTION 23: CONFLICT OF INTEREST. Mainstreet agrees that it will not engage in any action that would create or cause a conflict of interest in the performance of its obligations pursuant to this Agreement with the City of the CRA, or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government or create or cause a violation of said provisions of law by and officer, employee or agent of the City or the CRA.

SECTION 24: FURTHER DOCUMENTS. Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 25: RECORDS AND AUDITS.

(a). Mainstreet shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. Mainstreet shall maintain and allow access to the records required under this Section for a period of 5 years after the completion of this Agreement and date of final payment for said services, or date of termination of this Agreement. The City or the CRA may perform, or cause to have performed, an audit of the records of Mainstreet before or after final payment to support final payment hereunder. Any adjustments needed to be taken as a result of the audit shall be implemented by the parties

(b). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, Mainstreet must:

(1). Keep and maintain public records that ordinarily and necessarily would be required by the City.

(2). 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.

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

(4). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Mainstreet 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.

If Mainstreet does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement. Failure by Mainstreet to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. Mainstreet shall promptly provide the City with a copy of any request to inspect or copy public records in possession of Mainstreet and shall promptly provide the City with a copy of Mainstreet's response to each such request.

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

SECTION 26: CAPTIONS. Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 27: FORCE MAJEURE. The obligations hereunder shall be subject to the concept of *force majeure*. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, epidemic, pandemic, and events of a similar nature, the obligations shall be excused until the cause or causes thereof have been remedied.

SECTION 28: INTERPRETATION. The parties agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under any heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement is the result of a *bona fide* arm's length negotiations between the parties and all parties have contributed substantially and materially to the preparation of the Agreement. This Agreement shall not be construed more strictly against any party on the basis of being the drafter thereof, and all parties have contributed to the drafting of this Agreement. All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 29: MODIFICATION. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith executed by all parties to this Agreement.

SECTION 30: COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 31: ENTIRE AGREEMENT: EFFECT ON PRIOR AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

SECTION 32: NO GENERAL CITY OBLIGATION. In no event shall any obligation of the City or the CRA under this Agreement be or constitute a general obligation or indebtedness of the City or the CRA, a pledge of the *ad valorem* taxing power of the City or a general obligation or indebtedness of the City or the CRA within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither the CRA or Mainstreet nor any other person or entity shall ever have the right to compel the exercise of the *ad valorem* taxing power of the City.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement and executed and delivered this instrument on the days and year indicated below and the signatories below hereby represent that they have full authority to execute this Agreement and to bind the parties set forth herein.

SIGNATURE BLOCKS FOLLOW OF FOLLOWING PAGE:

ATTEST:

SANFORD MAIN STREET, INC.

Mary Moskowitz
Mary Moskowitz
Secretary

By: Christina Hollerbach
Christina Hollerbach
President

ATTEST:

CRA

Cynthia Lindsay
Cynthia Lindsay
Treasurer

Charles Davis
Charles Davis
Chairman
Date: 9/14/20

Approved as to form and legality:

David Hall
David Hall, CRA Attorney

ATTEST:

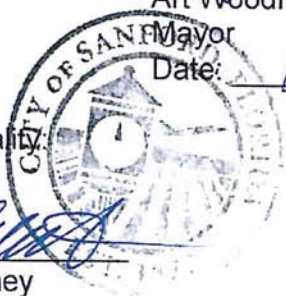
CITY OF SANFORD

Traci Houchin, MMC, FCRM
Traci Houchin, MMC, FCRM

Art Woodruff
Art Woodruff
Mayor
Date: 10-4-20

Approved as to form and legality:

William L. Colbert
William L. Colbert, City Attorney





CITY OF
SANFORD
FLORIDA



APPROVED

WS _ RM _ X _

Item No. 8.F

CITY COMMISSION MEMORANDUM 22-291
DECEMBER 12, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Dr. Tom Tomerlin, Economic Development Director
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Resolution No. 3092; Funding for Sanford Main Street Personnel and Operational Costs

STRATEGIC PRIORITIES:

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

SYNOPSIS:

Approve Resolution No. 3092, to amend the budget to fund the City portion of personnel costs for an Executive Director to oversee the activities of Sanford Main Street is requested.

FISCAL/STAFFING STATEMENT:

City costs are estimated to total \$24,000 which would be funded through the Economic Development Contractual Services Account.

Staff is requesting \$24,000 to fund the City's share of personnel cost for an Executive Director for the Sanford Main Street Program. Funding for this purpose was approved by the City Commission with an agreement executed on October 4, 2020.

BACKGROUND:

The Executive Director is responsible for overseeing the administration, programs, and strategic plan of Sanford Main Street.

LEGAL REVIEW:

No legal review was requested of the City Attorney.

RECOMMENDATION:

It is staff's recommendation that the City Commission approve Resolution No. 3092, to amend the budget in the amount of \$24,000 to fund the City portion of personnel costs for an Executive Director to oversee the activities of the Sanford Main Street.

SUGGESTED MOTION:

“I move to approve Resolution No. 3092.”

Attachment: Resolution No. 3092