

Resolution No. 2022-3016

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 for the purchase of tree mitigation services from 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, 2021 and terminating on September 30, 2022 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 tree mitigation services from 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; A Budget Tree Service, Inc.

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 is hereby revised and

amended by Attachment "A" that relates to the purchase of tree mitigation services from 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, 2021 and terminating on September 30, 2022 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 tree mitigation services from A Budget Tree Service, 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 14th day of February, 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

REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2022

Department: Parks and Recreation

Division: Parks & Grounds

Date: 1/21/2022

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	\$ -	\$ -	\$ 78,372	\$ 78,372
455	0000	381	01	00	Transfer from General Fund	-	-	78,372	78,372
TOTAL CHANGES IN REVENUES								\$ 156,744	

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			
455	5502	575	46	00		Repair & Maintenance		\$ 78,372	\$ 78,372
001	7979	581	91	79		Transfer to Mayfair Fund	-	78,372	78,372
TOTAL CHANGES IN EXPENDITURES								\$ 156,744	

REASON FOR AMENDMENT: Annual Tree Trimming for Park Sites

DIRECTOR APPROVAL: Signature listed below DATE: _____

FINANCE APPROVAL: Cynthia Lindsay DATE: 01/21/22

CITY MANAGER APPROVAL: _____ DATE: 2.24.2022

CITY COMMISSION AGENDA DATE: 2.14.2022 APPROVED? Y

FOR FINANCE USE

Entry Date: 2/28/2022 Batch Number: B# 2148 Document #: BA 04-109

K. Beal S. Posey Jan 21, 2022 Lisa Jones Jan 24, 2022 Res# 3016
Robert Beal (Jan 23, 2022 14:03 EST) Lisa Jones (Jan 24, 2022 13:57 EST) CCM# 22-064



CITY OF
SANFORD
FLORIDA



APPROVED

WS	RM	X
Item No. 8.9		

**CITY COMMISSION MEMORANDUM 22-064
FEBRUARY 14, 2022 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. 2022-3016; Tree Mitigation; Procurement of Services; A Budget Tree Service, Inc.

TD

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. 2022-3016, 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 \$78,372 are available in the Tree Mitigation Revenue Fund. The funds will be transferred from the Tree Mitigation Fund into the Mayfair 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 currently requested approval of work for the removal several large dead trees onsite and to uplift the tree canopy for an upcoming tournament in May 2022 at the City's Mayfair Golf Club. The underlying contract provides for an array of services including those that pertain to matters that would result in seeking reimbursement from the Federal Emergency Management Agency.

The services of A Budget Tree Service, Inc. were procured by means of piggybacking a Seminole County contract IFB 604188-21/LNF through # PBA 21/22-218. 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. This process results in the procurement of goods and services at highly competitive pricing without the expenditure of City funds that would otherwise be directed by means of the highly time-intensive procurement processes and procedures that are necessitated by competitive bidding, etc.

The adoption of a budget amendment resolution and authorization to procure services are requested. The services will be procured in accordance with the City's Purchasing Policies and Procedures.

LEGAL REVIEW:

The Assistant City Attorney has assisted in this matter and has no legal objection to the proposed action.

RECOMMENDATION:

City staff recommends that the City Commission approve Resolution No. 2022-3016, to amend the budget, and authorize procurement of needed services from A Budget Tree Service, Inc. in an amount not to exceed \$78,372.

SUGGESTED MOTION:

"I move to approve Resolution No. 2022-3016 and approve the proposed procurement in an amount not to exceed \$78,372."

- Attachments: (1). Budget Amendment Resolution No. 2022-3016.
(2). Piggyback Contract (PBA # 21/22-218).
(3). IFB 604188-21/LNF
(4). A Budget Tree Quote for Mayfair work.

A Budget Tree Service, Inc. Piggyback Contract (PBA 21/22-218) (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 the government of Seminole County, Florida, said contract being identified as "Term Contract For Tree Trimming, Removal And Stump Grinding (IFB-604188-21/LNF)", 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 to be provided by the Vendor to the City under the same pricing for the City's activities and materials as may be agreed to and directed by the City.

(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.

(b). Insurance Requirements of this Contract: (state N/A if this is not applicable). N/A.

(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 Marisol Ordoñez, Purchasing Manager, Finance-Purchasing Division, 300 North Park Avenue; Sanford, Florida 32771, telephone number (407) 688-5028 and whose e-mail address is 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 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, MMC, 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.

(j). The Vendor shall afford "Most Favored Nation" pricing to the City and, to the extent necessary for the City to comply with controlling law or the conditions of grants or funding from other governmental agencies or entities, agree to contract terms and conditions required from or by said grants or funding sources. The Vendor agrees to perform consistent with those provisions of controlling law as if mandatory contractual provisions of grantor agencies or entities were a part of this Agreement.

(k). The Vendor, in the event of any ambiguity in the contractual relationship between the Vendor and the City, shall comply with all "Standard Contractual Terms and Conditions", as provided on the City's website, which website; which can be reached and accessed, as well as said terms and conditions reviewed, at: (<https://www.sanfordfl.gov/departments/finance/purchasing/contract-terms-and-conditions> or www.SanfordFL.gov).

Entered this 23 day of February, 2022.

Attest:


Timothy Meagher
Director/Secretary

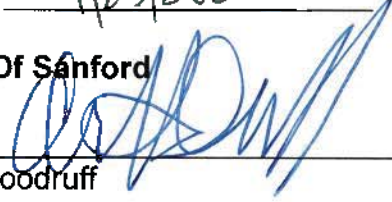
A Budget Tree Service, Inc.
By: 

Dale E. Meagher
President/Treasurer
Date: 1/25/2022


Attest:


Traci Houchin, MMC, ECRM
City Clerk



City Of Sanford
By: 

Art Woodruff
Mayor
Date: 2-23-22

Approved as to form and legal sufficiency.


William L. Colbert, City Attorney

EXHIBIT FOLLOWS:

Exhibit "A"

[Attach original government contract]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 2290 Lucien Way Suite 400 Maitland FL 32751	CONTACT NAME: Brandy Robbins	PHONE (A/C, No, Ext): (407) 660-8282	FAX (A/C, No): (407) 660-2012
	E-MAIL ADDRESS: brobbs@bbrorlando.com		
INSURED A Budget Tree Service, Inc. 710 E SR 434 Winter Springs FL 32708	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Company		19682
	INSURER B: Bridgefield Employers Ins. Co.		10701
	INSURER C: Southern Owners Ins. Co.		10190
	INSURER D: Hartford Casualty Insurance Company		28424
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: CL213826472 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCJR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	21 UEN OK7877	03/14/2021	03/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MFD EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	21 UEN OK7877	03/14/2021	03/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		21HHU OL4558	03/14/2021	03/14/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A 830-54624	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine		72295372-21	03/15/2021	03/15/2022	Rented & Leased Equip \$150,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Sanford is granted additional insured status by the General Liability and Auto Liability policies with regard to the operations of the named insured when required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Sanford 300 N Park Ave Sanford FL 32771	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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