

Resolution No. 3031

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; 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; 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, 2021 and terminating on September 30, 2022 is hereby revised and amended by Attachment "A". 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.

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All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.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 25th day of April, 2022.

Attest:

City Commission of the City of Sanford

Traci Houchin MMC, FCRM

Traci Houchin, MMC, FCRM
City Clerk

Art Woodruff

Art Woodruff, Mayor



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

William Colbert

William Colbert, City Attorney

ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2022
Department: PW

Division: 3rd Generation

4/12/2022

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Elo	Project #	Revenue Account Title	Budget	Balance	Change	Unrealized
138	0000	389	98	00	3rd Generation Sales Tax	\$ 2,181,362	\$ 8,789,007	\$ 24,206	8,764,801
TOTAL CHANGES IN REVENUES								<u>\$ 24,206</u>	

CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER						Current	Current	Amount of	Remaining	
Fund	Dpt/Div	Activity	Obj	Elo	Project #	Expenditure Account Title	Budget	Balance	Change	Balance
138	4047	541	63	86	RS1605	Improvements other than building/ Sidewalks	\$ 810,000	603,410	24,206	834,206
							\$ -		-	-
							\$ -		-	-
TOTAL CHANGES IN EXPENDITURES								<u>\$ 24,206</u>		

REASON FOR AMENDMENT: McCraken Sidewalk Feasibility Study

DIRECTOR APPROVAL: *Bruce L. ...* DATE: 4/12/2022

FINANCE APPROVAL: *Cynthia Lindsay* DATE: 4/12/22

CITY MANAGER APPROVAL: *[Signature]* DATE: 4.29.2022

CITY COMMISSION AGENDA DATE: 4.25.2022 APPROVED Y

FOR FINANCE USE

Entry Date: 5/2/2022
S. Posey

Batch Number: B# 3187

Document #: BA 07-105

Res# 3031
CCM# 22-132

**AGREEMENT BY AND BETWEEN
THE CITY OF SANFORD, FLORIDA AND AVCON, INC. FOR SOLICITATION
NUMBER: RFQ 20/21-23/CCNA MASTER AGREEMENT**

THIS CCNA MASTER AGREEMENT (hereinafter the "Agreement") is made and entered into this 21st day of September, 2021, by and between the City of Sanford, Florida, a Florida municipality, (hereinafter referred to as the "City"), whose mailing address is 300 North Park Avenue, Sanford, Florida 32771, AVCON, Inc., a Florida corporation, ("AVCON" throughout) whose principal and mailing address is 5555 East Michigan Street, Suite 200, Orlando, Florida 32822-2779. The City and AVCON may be collectively referenced herein as the "Parties".

WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this Agreement upon which the Parties have relied.

Section 2. Authority. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The persons executing this Agreement for each party certify that they are authorized to bind the party fully to the terms of this Agreement.

Section 3. Scope of Agreement. This Agreement is for the consulting and engineering services as set forth in the *Consultant's Competitive Negotiation Act* (the "CCNA" as set forth in Section 287.055, *Florida Statutes*) and the procurement solicitation documents relating hereto, the responses thereto from AVCON and the work orders and documents related thereto as issued by the City (all of which are incorporated herein as if fully set forth herein verbatim) and it is recognized that AVCON shall perform services as otherwise directed by the City all of such services to include all labor and materials that may be required including, but in no way limited to, the goods and services provided by subconsultants as may be approved by the City within the amount of compensation to be paid to AVCON This is a continuing services contract under the provisions of the CCNA and within the scope of the professional service of engineering as defined in Section 471.005(7), *Florida Statutes*, or its successor provisions.

Section 4. Effective Date and Term of Agreement. This Agreement shall take effect on the date that this Agreement is fully executed by the Parties hereto. This Agreement shall remain in effect until the services provided under all City work orders have been fully performed in accordance with the requirements of the City; provided, however, that, the indemnification provisions and insurance provisions of the City's

standard contractual terms and conditions shall not terminate and the protections afforded to the City shall continue in effect subsequent to such services being provided by AVCON. No services have commenced prior to the execution of this Agreement that would entitle AVCON for any compensation therefor.

Section 5. Compensation. The Parties agree to compensation as set forth in the City's work orders as issued from time-to-time.

Section 6. Standard Contractual Terms and Conditions. All "Standard Contractual Terms and Conditions", as provided on the City's website, apply to this Agreement. Such Terms and Conditions may be found at the City's website, which can be reached at: (<https://www.sanfordfl.gov/departments/finance/purchasing/contract-terms-and-conditions> or www.SanfordFL.gov), or a successor link. The Parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Agreement to the extent deemed necessary by the City in its sole and absolute discretion. Additionally, the Parties agree that the provisions of all Federal rules and procedures, and any other matters required to be incorporated herein are incorporated into this Agreement (such as, but not limited to, any and all required contract clauses by agencies such as the Federal Emergency Management Agency and the Florida Department of Economic Opportunity or their successor agencies). All services shall be subject to the provisions of the CCNA and all controlling requirements of Federal law.

Section 7. AVCON's Mandatory Compliance with Chapter 119, Florida Statutes, and Public Records Requests.

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

(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 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 AVCON 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.

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

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

(d). 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.

Section 8. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 9. Entire Agreement/Modification. This Agreement and the provisions thereof, together with all standard contractual terms and conditions, as provided on the City's website and the controlling requirements of Federal law, and including, without limitation, the documents attached hereto, constitute the entire integrated agreement between the City and AVCON and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral in connection therewith and all the terms and provisions contained herein constitute the full and complete agreement between the Parties hereto to the date hereof. This Agreement may only be amended, supplemented or modified by a formal written amendment of equal dignity herewith.

Section 10. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

Section 11. Waiver. The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

Section 12. Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

Section 13. 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 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the Parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective Parties herein.

Section 15. Remedies. The rights and remedies of the Parties, provided for under this Agreement, are in addition to any other rights and remedies provided by law or otherwise necessary in the public interest.

Section 16. Governing law, Venue and Interpretation. This Agreement is to be governed by 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. This Agreement is the result of *bona fide* arms length negotiations between the City and AVCON, and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party and all provisions shall be applied to fulfill the public interest.

IN WITNESS WHEREOF, the City and AVCON have executed this instrument for the purpose herein expressed.

SIGNATURE BLOCKS FOLLOW:

Attest:

Cathy Lotempio

Traci Houchin, MMC, FCRM
City Clerk

Cathy Lotempio, Deputy City Clerk

Approved as to form and
legal sufficiency.

William L. Colbert

William L. Colbert, City Attorney

Attest:

James A. Kriss

James A. Kriss
Secretary/Treasurer

CITY OF SANFORD

By: *[Signature]*
Art Woodruff
Mayor
Date: *9-27-21*



AVCON, INC., a Florida corporation.

By: *[Signature]*
VICE PRESIDENT

Dated: *9/15/21*



CITY COMMISSION MEMORANDUM 22-132
APRIL 25, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Michael Cash, Public Works Engineer
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, ~~City Manager~~
SUBJECT: Budget Amendment Resolution No. 3031; Third Generation; for McCracken Road Sidewalk Study

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. 3031, amending the budget, for the McCracken Road Sidewalk Gap Feasibility Study is requested.

FISCAL/STAFFING STATEMENT:

Funds in the amount of \$24,206 are available in the third generation account

BACKGROUND:

The scope of work under this task authorization includes a feasibility study for closing sidewalk gaps along McCracken Road from West Airport Boulevard to Persimmon Avenue for length of approximately 3,000 feet. Constraints noted that will be addressed in the feasibility study include limited right-of-way, ditch on the north side of McCracken Road, overhead power lines, train crossing, and rural typical section. No physical survey is anticipated to be required and existing right-of-way will be estimated per the limits shown on the Seminole County Property Appraiser website. It is anticipated that AVCON will submit a preliminary study and 100% study, receive comments at each stage from the City of Sanford, and then deliver a final signed and sealed study. AVCON will perform the following tasks to support the sidewalk gap feasibility study

Avcon, Inc. is on the City's preapproved continuing services list RFQ # 20/21-23 and the award is consistent with the Consultant's Competitive Negotiation Act (CCNA) requirements.

LEGAL REVIEW:

No legal review requested of the City Attorney.

RECOMMENDATION:

City staff recommends that the City Commission to approve Resolution No. 3031, to amend the budget in an amount not to exceed \$24,206, for the McCracken Road Sidewalk Gap Feasibility Study.

SUGGESTED MOTION:

“I move to approve Resolution No. 3031, to amend the budget in an amount not to exceed \$24,206, for the McCracken Road Sidewalk Gap Feasibility Study.”

- Attachments:
- (1). Budget Amendment Resolution No. 3031
 - (2). Request for Budget Amendment
 - (3). RFQ 20/21-23 Avcon, Inc. Agreement