

Resolution No. 2024-3297

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 relating to the amendment to address tree mitigation and related procurement activities; providing for general and specific 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, 2023 and terminating on September 30, 2024 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget provides for certain methodologies and criteria for the expenditure of budgeted 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 and implementing provisions may need revision such as to address tree mitigation and related procurement activities; 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 and the sound implementation of the projects and programs of the City such as to address tree mitigation and related procurement activities,

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; Tree Mitigation and Related Procurement Activities.

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2023 and terminating on September 30, 2024 is hereby revised and amended to address tree mitigation and related procurement activities, as set forth in the Exhibit to this Resolution. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2023 and terminating on September 30, 2024 shall remain in full force and effect.

Section 2. Implementing Administrative Actions; Procurement of Goods and Services to address Tree Mitigation and Related Procurement Activities.

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 with regard to the provisions of this Resolution. Notwithstanding the generality of the foregoing, the City Manager, or designee(s), shall have authority to implement the procurement of goods and services to address tree mitigation and related procurement activities. Such activities shall be implemented in accordance with the Purchasing Policies and Procedures of the City and controlling State law.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities to include, but not be limited to, those relating to the City's projects and programs to address tree mitigation and related procurement activities, are hereby

ratified and affirmed. This ratification and affirmation includes, but is not limited to, the actions taken by the City's contractors, A Budget Tree Service, Inc., Lopez Tree Farm LLC (doing business as Florida Plant and Tree) and Greener Grounds, LLC.

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 adoption.

Passed and adopted this 23rd day of September, 2024.

Attest:


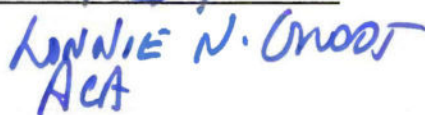

Traci Houchin, MMC, FCRM
City Clerk 9/24/24



City Commission of the City of
Sanford

Art Woodruff
Mayor

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


William Colbert
City Attorney

Lennie N. Onor
ACA

REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2024

Department: Parks and Recreation

Division: Parks & Grounds

Date: 10/4/2023

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Dept	Revenue	Act Cd	Ele	Project #	Budget	Unrealized (Budget)	Change	Unrealized
001	0000	343	91	01	Tree Mitigation	\$ -	\$ -	\$ 320,000	\$ 320,000
630	0000	381	01	00	Transfer from General Fund	-	-	15,000	15,000
455	0000	381	01	00	Transfer from General Fund	-	-	20,000	20,000
TOTAL CHANGES IN REVENUES								\$ 355,000	

CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER						Current	Current	Amount of	Remaining
Fund	Dept	Activity	Obj	Ele	Project #	Budget	Balance	Change	Balance
630	5508	572	46	00	Repair & Maintenance	\$ 114,779	\$ 106,940	\$ 15,000	\$ 121,940
001	5508	572	46	00	Repair & Maintenance	763,444	463,946	285,000	748,946
001	7979	581	91	63	Transfer to Cemetery Fund	59,253	-	15,000	15,000
001	7979	581	91	79	Transfer to Mayfair	60,000	-	20,000	20,000
455	5502	575	46	00	Repair & Maintenance	-	-	20,000	20,000
TOTAL CHANGES IN EXPENDITURES								\$ 355,000	

REASON FOR AMENDMENT: Annual Tree Trimming, Maintenance and Install for Park, Cemetery and Golf Sites

DIRECTOR APPROVAL: *W. Jones* **DATE:** 9.11.24

FINANCE APPROVAL: *Cynthia Lindsey* **DATE:** 9/3/24

CITY MANAGER APPROVAL: *[Signature]* **DATE:** 9/11/24

CITY COMMISSION AGENDA DATE: 9/23/24 **APPROVED?** Y

FOR FINANCE USE

Entry Date: _____ **Batch Number:** _____ **Document #:** BA 11-137

CCM#
Res#

**AGREEMENT BETWEEN THE CITY OF SANFORD AND GREENER GROUNDS LLC
IFB 23/24-08: FERTILIZATION, HERBICIDE AND PEST CONTROL**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this the last day of the signatories below, 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, and Greener Grounds LLC, a Florida limited liability company, whose principal address is 224 Starling Rose Court, Apopka, Florida 32703, and whose mailing address is Post Office Box 2445, Apopka, Florida 32704, (hereinafter referred to as "GG"). The City and GG 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 statements 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; Direction of the Provision of Goods and services.

(a). This Agreement is for the provision of goods and services set forth in the attachments hereto and GG agrees to accomplish the provision of goods and services specified in the attachments for the compensation set forth in those pricing and other documents relating to goods and services procured by the City under IFB 23/24-08 for such other associated goods and services as may be agreed upon by the parties as set forth in issued work/purchase orders.

(b). It is recognized that GG shall provide goods and services as directed by the City under the award of IFB 23/24-08 by the City to GG relating to the City's requirements for goods and services pertaining to fertilization, herbicide and pest control.

(c). The City's contact/project manager for all purposes under this Agreement shall be the following:

Marisol Ordonez
Purchasing Manager
Finance Department
Post Office Box 1788
Sanford, Florida 32772-1788
Phone: 407.688.5028

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 be in effect for a term of 1 year with automatic renewals for periods of 1 year thereafter unless terminated by a party with 90 days advance written notice to the other party; provided, however, this Agreement shall have a term, as

extended, for no longer than 5 years total. No goods and services or actions have been provided prior to the execution of this Agreement that would entitle GG for any compensation therefor.

Section 5. Compensation. The parties agree to compensation as set forth in the pricing response of GG to City IFB 23/24-08 relating to the City's requirements for fertilization, herbicide and pest control goods and services and as set forth in issued work/purchase orders pertaining to the City's requirements for such goods or services.

Section 6. Standard Contractual Terms and Conditions.

(a). All "Standard Contractual Terms and Conditions", as provided on the City's website as shown at: www.SanfordFL.gov, apply to this Agreement are binding upon GG and are hereby incorporated herein by reference. Such Terms and Conditions may be found and printed out/memorIALIZED at the City's website. 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.

(b). GG shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City unless the bid documents exclude or include certain types of insurance coverage or the level of coverage:

(1). *Workers Compensation*: Certificates of exemptions are not acceptable in lieu of workers compensation insurance. employers liability \$1,000,000.00; each accident \$1,000,000.00; disease \$1,000,000.00.

(2). *Commercial General Liability (CGL)*: Shall include, at a minimum, bodily injury liability, property damage liability, personal injury liability and advertising injury liability coverages shall include premises/operations; products/completed operations; contractual liability; independent contractors, explosion; collapse; underground.

(i). Coverage must be provided for sexual harassment, abuse and molestation.

(ii). CGL- \$2,000,000.00 per occurrence; \$3,000,000.00 general aggregate.

(3). *Comprehensive Auto Liability (CAL)*: Combined Single Limit (CSL), shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos: CAL- \$1,000,000.00 Combined Single Limit.

(4). *Professional Liability (when required)*: \$1,000,000.00 minimum.

(5). *Builder's Risk (when required)*: Shall include theft, sinkholes, off site storage, transit, installation and equipment breakdown. Permission to occupy shall be included and the policy shall be endorsed to cover the interest of all parties, including the City, and all contractors and subcontractors: 100% of completed value of additions and structures.

(6). *Garage Keepers (when required)*: \$3,000,000.00 aggregate. No per vehicle maximum preferred.

(7). *Garage Liability (when required)*:

(i). \$3,000,000.00 Combined Single Limit.

(ii). \$3,000,000.00 General Aggregated.

(8). *Cyber Security: Errors and Omissions Insurance Coverage (Professional Liability)* is to be included: Minimum of 2 years Extended Reporting Period (ERP or TAIL) coverage (when required): \$5,000,000.00 minimum.

(9). *Umbrella Policy: (Follow Form only)* can supplement the underlying general and auto policy to reach the cover amount in the City requires.

(c). All insurance other than Workers Compensation to be maintained by GG shall specifically include the City as an additional insured.

(d). For additional insurance requirements reference is made to the requirements shown in the City's "Standard Contractual Terms and Conditions," as provided on the City's website, which website can be reached and accessed, as well as said terms and conditions reviewed, at: www.SanfordFL.gov.

Section 7. GG'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, GG must:

(1). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to provide or perform services.

(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 GG upon termination of this Agreement 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 GG does not comply with a public records request, the City shall enforce all requirements and provisions of controlling law in accordance with this Agreement.

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

(d). IF GG (THE CONTRACTOR/VENDOR) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GG (THE CONTRACTOR'S (VENDOR'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 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, together with all "Standard Contractual Terms and Conditions", as provided on the City's website and the attachments hereto (the documents relative to the procurement activity of the City leading to the award of this Agreement including, but not limited to, GG's Response to City IFB 23/24-08 by the City to GG relating to the City's requirements for goods and services pertaining to fertilization, herbicide and pest control constitute the entire integrated agreement between the City and GG 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. In the event that GG issues a purchase order, memorandum, letter, or any other instrument addressing the services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument shall have no effect on this Agreement unless agreed to by the City, specifically and in writing in a document of equal dignity herewith, and any and all terms, provisions, and conditions contained therein, whether printed or written or

referenced on a Web site or otherwise, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

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. By execution of this Agreement, the City reserves any and all rights and remedies available to it and waives none of the same to any extent.

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 herof 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 GG 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.


Section 17. Pricing; Conditions of Grants or Funding. GG 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. Without in any way limiting the provisions

of the following Section, GG 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.

IN WITNESS WHEREOF, the City and GG have executed this instrument for the purpose herein expressed and GG represents and affirms that the signatories below have full and lawful authority to bind GG in every respect.


SIGNATURE BLOCKS FOLLOW:

ATTEST:



Chenna Pierce
Administrator

GREENER GROUNDS LLC, a Florida limited liability company.

By: 


James L. Kirkland, III
Manager/Member
Date: 2/7/2024

ATTEST:

Traci Houchin
Traci Houchin (Feb 8, 2024 10:41 EST)

Traci Houchin, MMC, FCRM
City Clerk

CITY OF SANFORD

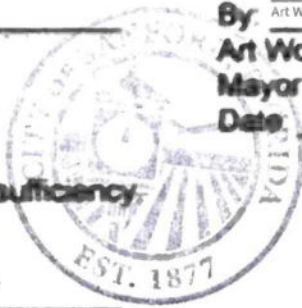
By: 
Art Woodruff (Feb 7, 2024 2:11 EST)

Art Woodruff
Mayor
Date: 07/02/2024

Approved as to form and legal sufficiency

Lonnie N. Groot, ACA for WLC, CA
Lonnie N. Groot, ACA, for WLC, CA (Feb 7, 2024 17:22 EST)

William Colbert
City Attorney



Larger attachments are available
in the City Clerk's Office for
review.



CITY OF
SANFORD
FLORIDA



APPROVED

WS _ RM X
Item No. 10.Q

CITY COMMISSION MEMORANDUM 24-288
SEPTEMBER 23, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Robert Beall, Operations Manager
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Budget Amendment; Resolution No. 2024-3297; Tree Mitigation; Procurement Of Services; A Budget Tree Service, Inc., Lopez Tree Farm LLC (Doing Business As Florida Plant And Tree) And Greener Grounds, LLC; \$320,000

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. 2024-3287, amending the City budget in the amount of \$320,000 to procure the services of A Budget Tree Service, Inc., Lopez Tree Farm LLC (doing business as Florida Plant and Tree) and Greener Grounds, LLC are requested.

FISCAL/STAFFING STATEMENT:

Funds in the amount of \$320,000. are available in the Tree Mitigation Revenue Fund. The funds will be transferred from the Tree Mitigation Fund into the following accounts and distributed to the following three procurement activities, as necessary:

Parks Repair and Maintenance Fund:	\$285,000.
Cemetery Fund:	\$ 15,000.
Mayfair Repair and Maintenance Fund:	\$ 20,000.

BACKGROUND:

The services of A Budget Tree Service, Inc. were procured by means of piggybacking a Seminole County contract (number 602138-14/THL) through City PBA #23/24-240. 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 requested approval of work is for the removal of several large dead trees on site, uplifting tree canopies, de-mossing and structural pruning. 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 Florida Plant and Tree were procured by City contract #IRFQ 23/24-303 Tree Replacement Goods and Services. These services are needed to replace valued trees in right of ways, profile parks and facilities that were removed due to age, blight, vehicle and or storm damage.

The Service of Greener Grounds, LLC, of Apopka, were procured by City contract #IFB 23/24-08 Fertilization, Herbicide and Pest Control. This vendor provides inoculation and fertilization services for several sites downtown, Riverwalk and within City traffic medians.

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.

All 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.

RECOMMENDATION:

City staff recommends that the City Commission approve Resolution No. 2024-3297, to amend the budget and authorize procurement of services from the following vendors: \$185,000 to A Budget Tree Service, Inc, for Parks and Grounds; \$15,000 to A Budget Tree Service, Inc. for the Cemetery; \$20,000 to A Budget Tree Service, Inc. for the Mayfair Golf Course; \$30,000 to Greener Grounds LLC for Parks and Grounds; and \$70,000 to Lopez Tree Farm LLC (dba) Florida Plant and Tree for tree replacements Citywide.

SUGGESTED MOTION:

“I move to approve Resolution No. 2024-3297, to amend the budget and authorize procurement of services from the following vendors: \$185,000 to A Budget Tree Service, Inc, for Parks and Grounds; \$15,000 to A Budget Tree Service, Inc. for the Cemetery; \$20,000 to A Budget Tree Service, Inc. for the Mayfair Golf Course; \$30,000 to Greener Grounds LLC for Parks and Grounds; and \$70,000 to Lopez Tree Farm LLC (dba) Florida Plant and Tree for tree replacements Citywide.”

- Attachments: (1). Resolution No. 2024-3297.
(2). PBA # 23/24-240. City.
(3). IRFQ 23/24-303 - City.
(4). IFB 23/24-08 – City.