

Fiscal Year **2023**

Department: Parks and Recreation

Division: Parks & Grounds

Date: 3/14/2023

CHANGES IN REVENUES

Fund	REVENUE ACCOUNT NUMBER				Project #	Revenue Account Title	Current Budget	Current Unrealized (Budget)	Amount of Change	Adjusted Unrealized
	Revenue	Act Cd	Ele							
002	0000	389	98	00	Use of Reserves				13,976	13,976
										-
										-
										-
					TOTAL CHANGES IN REVENUES				\$ 13,976	

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				
002	5508	572	46	00	FEIA22	Repair & Maintenance		\$ 13,976	\$ 13,976
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REASON FOR AMENDMENT: Pressure cleaning services due to damage from Hurricane Ian

DIRECTOR APPROVAL: _____

DATE: _____

FINANCE APPROVAL: *Anthony Vindorum*

DATE: 3/14/2023

CITY MANAGER APPROVAL:

DATE: 3/30/2023

CITY COMMISSION AGENDA DATE: 3/27/2023

APPROVED? 7

FOR FINANCE USE

Entry Date: 4/19/2023
S. Posey

Batch Number: B# 3090

Document #: BA 06-104

Robert Beall
Robert Beall (Mar 14, 2023 17:17 EDT)

Mar 14, 2023

Lisa Jones
Lisa Jones (Mar 14, 2023 17:18 EDT)

Mar 14, 2023

3/14/2023

Res# 3125
CCM# 23-065

Resolution No. 2023-3125

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 pressure cleaning services from Florida Cleaning Systems, Inc. for work at Riverwalk Park and Veterans Memorial Park; 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 pressure cleaning services from Florida Cleaning Systems, Inc. for work at the Riverwalk Park and Veterans Memorial Park; 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; Purchase of Pressure Cleaning Services from Florida Cleaning Systems, Inc.; Riverwalk Park and Veterans Memorial Park.

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 purchase of pressure cleaning services from Florida Cleaning Systems, Inc. for work at the Riverwalk Park and Veterans Memorial Park. 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 pressure cleaning services from Florida Cleaning Systems, Inc. for work at the Riverwalk Park and Veterans Memorial Park.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities as well as those relating to the Riverwalk Park and Veterans Memorial Park 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 adoption.

Passed and adopted this 27th day of March, 2023.


Attest:


Traci Houchin, MMC, FCRM
City Clerk

**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



**Florida Cleaning Systems, Inc., d/b/a FCS Facility Services, Piggyback Contract
(PBA 22/23-219) for the Provision of Janitorial Services**

The City of Sanford, Florida, a Florida municipal corporation (hereinafter referred to as the "City") enters this "Piggyback" Contract (hereinafter referred to as the "Contract") with Florida Cleaning Systems, Inc., a Florida corporation, d/b/a FCS Facility Services (hereinafter referred to as the "Vendor"), whose principal and mailing address is 131 South Country Club Road, Suite 2021, Lake Mary, Florida 32746, under the terms and conditions hereinafter provided. The City and the Vendor may be collectively referenced herein as the "Parties."

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 into a contract with the government of Seminole County said contract being identified as "Term Contract For Janitorial Services For Miscellaneous County Buildings (RFP-604313-22/LNF)," as said contract may have been amended, relating to the provision of automotive parts and supplies janitorial services (said original contract documents being referred to as the "Original Government Contract").

2. The Original Government Contract is incorporated herein by reference and is attached as Exhibit "A" to this Contract. All of the terms and conditions set out in the Original Government Contract are fully binding on the Parties and said terms and conditions are incorporated herein; provided, however, that the City will negotiate and enter work orders/purchase orders with the Vendor in accordance with City

policies and procedures for particular goods and services. All pricing shall be F.O.B., City Hall, City of Sanford, with most favored nation pricing.

3. Notwithstanding the requirement that the Original Government Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Original Government Contract as applied to this Contract between the Vendor and the City, as follows:

- a. Insurance Requirements of this Contract: Certificate(s) are to be provided by the Vendor naming City as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by the Vendor in accordance with Exhibit B attached hereto.
- b. For other provisions of the Original Government Contract that will be modified see Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf (sanfordfl.gov). 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 Contract to the extent deemed necessary by the City in its sole and absolute discretion.
- c. 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 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 Manager
Purchasing Manager
City of Sanford
Finance- Purchasing Division
300 North Park Avenue
Sanford, Florida 32772
Phone: 386-689-5079

- d. 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 laws of the State 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.

- e. 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 located in Seminole County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- f. All the goods and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.
- g. The Vendor understands that Chapter 119, *Florida Statutes*, relating to public records shall be applicable to this Contract and acknowledges review of, and adherence to, the following disclosures from the City:
 - I. **IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, CMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FL 32771, TRACI.HOUCIN@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.

h. 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 can be reached and accessed, as well as said terms and conditions reviewed, at: (Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf (sanfordfl.gov))

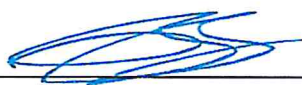
i. All other provisions in the Original Government Contract are fully binding on the Parties and will represent the agreement between the City and the Vendor.

4. This Agreement shall be effective as of the date of execution of this Agreement by, or on behalf of, the City.


Attest:

**FLORIDA CLEANING SYSTEMS, INC.,
A FLORIDA CORPORATION, D/B/A
FCS FACILITY SERVICES.**

By:


Roger Barrios
Vice President and COO

By:


Giovanna Barrios
President and CEO

Date:

1/17/2023

Attest:

CITY OF SANFORD, a Florida
municipal corporation

By:

Traci Houchin
Traci Houchin (Jan 18, 2023 09:25 EST)
Traci Houchin, CMC, FCRM
City Clerk

By:

Art Woodruff
Art Woodruff (Jan 17, 2023 22:06 EST)
Art Woodruff
Mayor
Date: Jan 17, 2023

Approved as to form and legal sufficiency.

By:

Lonnie N. Groot, ACA, for WLC, CA
Lonnie N. Groot, ACA, for WLC, CA (Jan 17, 2023 15:40 EST)
William L. Colbert
City Attorney

PROPOSAL

SUBMITTED TO: City of Sanford
STREET:
ATTN: Benson Josue

E-MAIL: benson.josue@sanfordfl.gov
DATE: February 13, 2023

Please Contact Jarrid Lamb for any questions regarding this Project.

Email: jlamb@fcsfacilityservices.com

Cell: 407-782-3831

CONTRACTOR SHALL PERFORM THE FOLLOWING SERVICES AT: **City of Sanford Boardwalk**

Service - Pressure wash sidewalks throughout the Sanford boardwalk to include Veterans Memorial Parks and bench areas. Only the concrete sidewalks and bench seating/viewing sections will be pressure washed. All asphalt, parking spaces, and curbing are not included in the pricing outlined below. All surfaces will be pressure washed to the best of our ability to remove surface contaminants and some staining may be permanent. Gum removal can be quoted as an additional service and is not included in the outlined pricing.

<u>Service Location</u>	<u>Cost</u>
Veterans Memorial Park	\$4,418.72
Veterans Memorial Park - 1792	\$1,661.80
Veterans Memorial Park - Melloonville	\$7,894.87

WE HEREBY PROPOSE TO FURNISH LABOR AND MATERIALS IN ACCORDANCE WITH THE ABOVE CLEANING SPECIFICATIONS FOR THE SUM OF (THIRTEEN THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS AND 39/100) PLUS ANY APPLICABLE TAXES. PAYMENT TO BE MADE UPON COMPLETION.

ALL WORK AND MATERIAL IS GUARANTEED TO BE AS SPECIFIED IN ACCORDANCE TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATION FROM THE ABOVE SPECIFICATIONS, INVOLVING EXTRA COST, WILL BE EXECUTED UPON WRITTEN ORDERS AND ACCEPTANCE OF EXTRA CHARGE. ALL AGREEMENTS ARE CONTINGENT ON SITUATIONS BEYOND OUR CONTROL. THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THEREAFTER.

CONTRACTOR and the **OWNER** agree that neither will employ nor make an offer to employ any employee of the other during the term of this Agreement and for twelve months thereafter unless given written approval to do so by the other.

ACCEPTANCE OF AGREEMENT

THE ABOVE SPECIFICATIONS, PRICING, AND CONDITIONS ARE HEREBY ACCEPTED. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY WITH A THIRTY (30) DAY WRITTEN NOTICE. YOU ARE AUTHORIZED TO DO THE SPECIFIED WORK AND PAYMENT WILL BE MADE AS OUTLINED ABOVE.

ACCEPTED BY: City of Sanford

ACCEPTED BY: FCS Facility Services.

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____





CITY OF
SANFORD
FLORIDA



WS __ RM X

Item No. 8.F

CITY COMMISSION MEMORANDUM 23-065
MARCH 27, 2023 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: Riverwalk Park And Veterans Memorial Park; Resolution No. 2023-3125; Budget Amendment; Procurement Of Services; Florida Cleaning Systems, Inc.

STRATEGIC PRIORITIES:

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

SYNOPSIS:

Approval of Resolution No. 2023-3125, amending the City budget and approving the procurement of services from Florida Cleaning Systems, Inc. are requested.

FISCAL/STAFFING STATEMENT:

Funds in the amount of \$13,976 are requested and are available in the General Reserve Fund. FEMA's general rule is to not reimburse this expenditure.

BACKGROUND:

Florida Cleaning Systems, Inc. (which does business as FCS Facility Services) of Altamonte Springs provides janitorial cleaning and pressure washing of facilities and is currently servicing Seminole County Government and its facilities. The requested approval of work is to provide restoration cleaning services for Riverwalk Park and Veterans Memorial Park due to Hurricane Ian. The flooding and high winds caused staining, contamination and the discoloration of benches, sidewalk, cast stone, water fountains and other amenities along the corridor.

The services of FCS Facility Services were procured by means of piggybacking a Seminole County contract RFP-604313-22/LNF through City contract # PBA 22/22-219. 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 for the procurement of services are requested. The procurement of the services will be implemented in accordance with the City's Purchasing Policies and Procedures.

LEGAL REVIEW:

The Assistant City Attorney has reviewed this matter and otherwise assisted and has no legal objection to the matters provided that a City purchase order form is issued and that the City does not execute the vendor's proposal form.

RECOMMENDATION:

City staff recommends that the City Commission approve Resolution No. 2023-3125 to amend the City budget and authorize procurement of needed services from FCS Facility Services in an amount not to exceed \$13,976.

SUGGESTED MOTION:

"I move to approve Resolution No. 2023-3125."

Attachments: (1). Resolution No. 2023-3125.
(2). Piggyback Contract (PBA # 22/23-219).
(3). Florida Cleaning Systems, Inc. proposal (not to be executed).

GROUP NUMBER . : 03090 PRESSURE CLEAN/HURR IAN
GROUP USER . . : POSEYS Posey, Shanna - Executive

TRANS NO	TRANS DATE	DOCUMENT	ACCOUNT NUMBER	DESCRIPTION 1	PROJECT	BUDGET AMOUNT	ORIG (Y/N)
DESCRIPTION 2		TYPE					
0000100	03/27/2023	BA 06-104	002-0000-389.98-00	PRESSURE CLEAN/HURR IAN		13,976.00	
RES# 3125 / CCM# 23-065							
0000200	03/27/2023	BA 06-104	002-5508-572.46-00	PRESSURE CLEAN/HURR IAN	FEIA22	13,976.00	
RES# 3125 / CCM# 23-065							

TOTALS:	AMOUNT CALCULATED	AMOUNT ENTERED	DIFFERENCE
COUNT:	2	2	
AMOUNT:	27,952.00	27,952.00	