

Resolution No. 2025-3381

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025 relating to the amendment of Grant SG080 with the Florida Department of Environmental Protection and the procurement pertaining to the Sanford South Wastewater Treatment Facility for sand and grit removal services by U.S. Submergent Technologies, LLC; 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, 2024, and terminating on September 30, 2025, 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 to address amendment of Grant SG080 with the Florida Department of Environmental Protection and the procurement pertaining to the Sanford South Wastewater Treatment Facility for sand and grit removal services by U.S. Submergent Technologies, LLC.; 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; Amendment Of Grant SG080; Florida Department of Environmental Protection; Procurement Pertaining To The Sanford South Wastewater Treatment Facility; Sand And Grit Removal Services; U.S. Submergent Technologies, LLC.

(a). The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2024, and terminating on September 30, 2025, is hereby revised and amended by Attachment “A” pertaining to the amendment of Grant SG080 with the Florida Department of Environmental Protection and the procurement pertaining to the Sanford South Wastewater Treatment Facility for sand and grit removal services by U.S. Submergent Technologies, LLC. The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim.

(b). Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2024, and terminating on September 30, 2025, 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, to include, but not be limited to, any and all necessary procurement actions relating to amendment of Grant SG080 with the Florida Department of Environmental Protection and the procurement pertaining to the Sanford South Wastewater Treatment Facility for sand and grit removal services by U.S. Submergent Technologies, LLC.

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 to

include the project and activities relating funding of amendment of Grant SG080 with the Florida Department of Environmental Protection and the procurement pertaining to the Sanford South Wastewater Treatment Facility for sand and grit removal services by U.S. Submergent Technologies, 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.

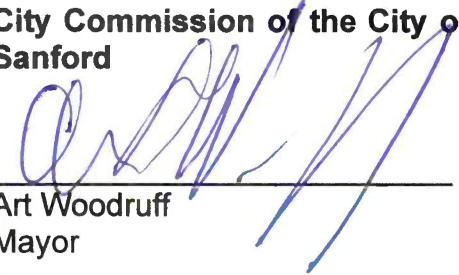
Passed and adopted this 28th day of April, 2025.

Attest:

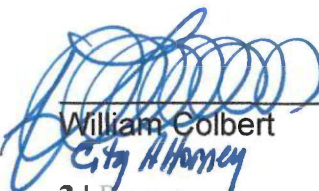
City Commission of the City of Sanford



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


LONNIE N. O'NEAL
ACA

REQUEST FOR BUDGET AMENDMENT

Fiscal Year 24/25

Department: PW - Utilities

Division: Water & Sewer

Date: 3/11/2025

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Revenue	Activity	Obj	Ele	Project #	Budget	Financials (Budget)	Change	Maximum
452	0000	334	30	10	WW2518	FDEP Grant	\$ 3,300,000	\$ 3,300,000	\$ 77,813
TOTAL CHANGES IN REVENUES								\$ 77,813	

CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER						Current	Current	Amount of	Remaining
Fund	Dept/Div	Activity	Obj	Ele	Project #	Budget	Financials	Change	Balance
W/S Combination									
Services/Improve Other Than									
452	4528	536	63	00	WW2512	BLDG	\$ 6,457,877	\$ 4,560,914	\$ (77,812) \$ 4,483,102
W/S Combination									
Services/Improve Other Than									
452	4528	536	63	00	WW2518	BLDG	6,457,877	4,560,914	155,625 4,716,539
TOTAL CHANGES IN EXPENDITURES								\$ 77,813	

REASON FOR AMENDMENT: moving funds for SG080 grant from WW2512 to WW 2518

DIRECTOR APPROVAL:  DATE: 04/01/2025

FINANCE APPROVAL:  DATE: 4/1/25

CITY MANAGER APPROVAL:  DATE: 04/01/2025

CITY COMMISSION AGENDA DATE: 4/14/2025 APPROVED? Y

FOR FINANCE USE

Entry Date: _____ Batch Number: _____ Document #: BA 08-100

**U.S. Submergent Technologies, LLC Piggyback Contract (PBA 23/24-207)
For Hydrant And Valve Maintenance, Reservoir Environmental Cleaning Services
(City of Orlando)**

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, U.S. Submergent Technologies LLC, a Florida limited liability company whose mailing and principal address is 2201 Cantu Court, Suite 116, Sarasota, Florida 34232, (hereinafter referred to as "UST"), under the terms and conditions hereinafter provided. The City and UST may be collectively referenced herein as the "Parties."

The City and UST 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 UST has entered into a contract with the government of the City of Orlando, Florida, for "Reservoir Environmental Cleaning Services", that implemented "Invitation For Bid (IFB) 23-0211", as said contract may have been amended, relating to the provision of goods and services pertaining to reservoir environmental cleaning 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 UST in accordance with City policies and

procedures for particular goods and services within the scope of the provision of goods and services pertaining to reservoir environmental cleaning 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 UST and the City, as follows:

- a. Insurance Requirements of this Contract: Certificate(s) are to be provided by UST naming City as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by UST in accordance with Exhibit "B" attached hereto.
- b. For other provisions of the Original Government Contract that will be modified see the City's website, which can be reached at: www.SanfordFL.gov with particular regard to when the Original Government Contract is silent as to a term or condition which matter needs to be clarified. 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, UST 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 Ordoñez
Purchasing Manager
City of Sanford Finance Department
Purchasing Division
300 North Park Avenue
Sanford, Florida 32771
Phone: 407.688.5000, extension 5028
Email Marisol.ordonez@sanfordfl.gov

- 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 which laws shall include, but not be limited to, the laws relating to the procurement of construction project work as applicable to and binding upon Florida municipalities.
- 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. UST 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/UST HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (UST'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, FL 32771, TRACI.HOUCHIN@SANFORDFL.GOV.

- II. In order to comply with Section 119.0701, *Florida Statutes*, public records laws, UST 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 UST 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 UST does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.
- IV. Failure by UST to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. UST shall promptly provide the City with a copy of any request to inspect or copy public records in possession of UST and shall promptly provide the City with a copy of UST's response to each such request.

- h. UST, in the event of any ambiguity in the contractual relationship between UST 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: www.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 UST.

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

Attest:

U.S. SUBMERGENT TECHNOLOGIES, LLC, a Florida limited liability company .

Kimberly Schweiger
 Signature of Witness
 Printed Name: Kimberly Schweiger

By: *[Signature]*
 Denver J. Stutler, Jr.
 Sole Manager
 Date: 12/11/23

Attest:

CITY OF SANFORD, a Florida municipal corporation

By: *Traci Houchin*
Traci Houchin (Jan 25, 2024 10:56 EST)
 Traci Houchin, MMC, FCRM
 City Clerk



By: *Art Woodruff*
Art Woodruff (Jan 25, 2024 07:37 EST)
 Art Woodruff
 Mayor
 Date: Jan 25, 2024

Approved as to form and legal sufficiency.

By: *Lonnie N. Groot, ACA, for WLC, CA*
Lonnie N. Groot, ACA, for WLC, CA (Jan 18, 2024 09:55 EST)
 William L. Colbert
 City Attorney

Exhibit "A"

[Attach original government contract]

EXHIBIT "B"

INSURANCE REQUIREMENTS

(1) UST 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:

- (a) **Workers Compensation/Employer Liability:** UST shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$3,000,000 for Employer's Liability.
- (b) **Comprehensive General Liability:** UST shall provide coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. Commercial General Liability is to include premises/operations liability, products and completed operations coverage, and independent contractor's liability or owner's and vendor's protective liability. The limits will not be less than \$2,000,000 Combined Single Limit (CDL) or its equivalent.
- (c) **Comprehensive Automobile Liability:** UST shall provide complete coverage for owned and non-owned vehicles for limits not less than \$2,000,000 CSL or its equivalent.
- (d) **Professional Liability:** UST shall provide coverage for all professional services performed. The limits will not be less than \$2,000,000 CSL or its equivalent.
- (e) **Sex Abuse Liability:** UST shall provide coverage with limits not less than \$1,000,000 CDL or its equivalent.

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

(3) 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.

**AMENDMENT NO. 1
TO AGREEMENT NO. SG080
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SANFORD**

This Amendment to Agreement No. SG080 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Sanford (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Sanford South WWTF Sand and Grit Removal (Project), effective December 10, 2024; and,

WHEREAS, \$70,237.50 in additional funding for this Project is provided under Line Item 1670 of the 2022-2023 General Appropriations Act; and the total funding for this Agreement is now \$77,812.50; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1670 of the 2022-2023 General Appropriations Act begins on November 1, 2024; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

- Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$77,812.50	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Sand & Grit, GAA LI 1670, FY 22-23, GR	\$77,812.50
	<input checked="" type="checkbox"/> Grantee Match		\$77,812.50
Total Amount of Funding + Grantee Match, if any:			\$115,625.00

- Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
- Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
- All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF SANFORD

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Norton N. Bonaparte, Jr.
Norton N. Bonaparte, Jr. (Apr 15, 2025 15:55 EDT)
Authorized Signature

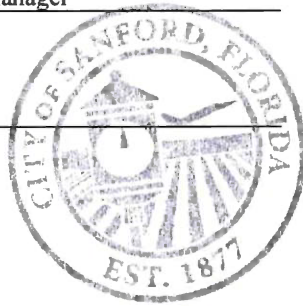
By: Angela Knecht
Digitally signed by Angela Knecht
Date: 2025.04.16 14:09:24 -04'00'
Secretary or Designee

Norton Bonaparte, City Manager
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: 04/15/2025

Date: _____



Kayla Becerra
Digitally signed by Kayla Becerra
Date: 2025.04.16
12:23:45 -04'00'

Kayla Becerra, DEP Grant Manager
Nathan Jagoda
Digitally signed by Nathan Jagoda
Date: 2025.04.16
13:45:45 -04'00'
Nathan Jagoda, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: City of Sanford South WWTF Sand and Grit Removal

PROJECT LOCATION: The Project will be located in the City of Sanford within Seminole County; Lat/Long (28.7597, -81.2164). City of Sanford South Wastewater Treatment Facility (WWTF) WAFR ID FLA181714.

PROJECT BACKGROUND: The City of Sanford (Grantee) has documented sand and grit at the City of Sanford South WWTF. Removing the sand and grit will not only restore the capacity of the system, but will also improve treatment and increase the plant's efficiency.

PROJECT DESCRIPTION: The Grantee will contract with a company that has the necessary equipment to remove sand and grit from wastewater treatment facilities while the facility remains in operation. The ultimate disposal of the sand and grit removed is the responsibility of the Grantee and must be in compliance with applicable laws and rules.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Sand and Grit Removal Service

Deliverables: The Grantee will remove at least 80% of the volume of sand and grit from each tank that has at least 10 % sand and grit by volume at the Grantee's wastewater treatment facility.

Documentation: The Grantee will submit a final report documenting the volume of sand and grit removed.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Grantee Match	Task Start Date	Task End Date
1	Sand and Grit Removal Service	Contractual Services	\$77,812.50	\$77,812.50	11/01/2024	09/30/2025
Total:			\$155,625.00			

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT I to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A		CFDA			
Federal Program B		CFDA			

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2022-2023	37.075	Small Community Wastewater Facility Grant – LI 1670	\$7,575.00	143276
Amendment 1	Florida Department of Environmental Protection	2022-2023	37.075	Small Community Wastewater Facility Grant – LI 1670	\$70,237.50	143276
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$77,812.50	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://isam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.



CITY COMMISSION MEMORANDUM 25-125
APRIL 28, 2025 AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Richard Casella, Utility Plants Manager
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Resolution No. 2025-3381; Budget Amendment; Amending Grant SG080 Agreement With The Florida Department of Environmental Protection; Sanford South Wastewater Treatment Facility Sand And Grit Removal; Procurement; U.S. Submergent Technologies, LLC; \$155,625

STRATEGIC PRIORITIES:

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

SYNOPSIS:

Requesting to approve Resolution No. 2025-3381, amending the budget and approve the funding derived from the amended Grant Agreement relating to Florida Department of Environmental Protection (FDEP) Sanford South Wastewater Treatment Facility (WWTF) as well as approval of the associated procurement for the sand and grit removal at the South Water Resource Center (SWRC) to U.S. Submergent Technologies, LLC (USST) of Sarasota.

FISCAL/STAFFING STATEMENT:

The proposed FDEP Grant Agreement No. SG080 would provide \$77,812.50 of additional funding for the Sanford South WWTF and would fund the sand and grit removal project. Funding is available in the Utilities Capital Project Fund under Project No. WW2512 and WW2518. The total estimated cost of the project is \$155,625 with the City providing for matching funds in the sum of \$77,812.50. This effort represents the efforts of the City Manager to obtain funding for beneficial programs and projects from non-City derived revenue sources to continue sound maintenance of City utility facilities and infrastructure using available funding and resources.

BACKGROUND:

The City owns and operates the South Water Resource Center (SWRC) which treats wastewater generated from the City’s wastewater utility service area. The grit unit is an essential component of the wastewater treatment process. This unit is used to collect organic and inorganic sediments that remain after the primary collection treatment process.

The City entered into a grant agreement with FDEP to assist with funding this project. The Plants Division will utilize U.S. Submergent Technologies, LLC (USST) to remove the accumulated material from the sand and grit unit. USST was procured as a City vendor by piggybacking a competitively procured City of Orlando agreement (Orlando contract IFB # 23-0211) by means of the City entering PBA # 23/24-207.

LEGAL REVIEW:

The Assistant City Attorney has reviewed this matter and has no legal objection.

RECOMMENDATION:

City staff recommends that the City Commission approve Resolution No. 2025-3381, amending the budget and approve the funding derived from the amended Grant Agreement relating to Florida Department of Environmental Protection (FDEP) Sanford South Wastewater Treatment Facility (WWTF) as well as approval of the associated procurement for the sand and grit removal at the South Water Resource Center (SWRC).

SUGGESTED MOTION:

“I move to adopt Resolution No. 2025-3381; as proposed.”

- Attachments: (1). Resolution No. 2025-3381.
(2). Amended FDEP Grant Agreement.
(3). City PBA # 23/24-207.