



The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, FEBRUARY 15, 2022

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

Phone: 561-996-6751 Fax: 561-996-7950

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther Berry

Commissioner:

Taranza McKelvin

Commissioner:

John Wilson

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Natalie Malone

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not; however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON AGENDA ITEM

- I. **Consent Agenda Item** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- II. **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- III. **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity for the Public to Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION: MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting.

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

CITY OF SOUTH BAY
CITY WORKSHOP AGENDA

CITY HALL CHAMBER

TUESDAY, FEBRUARY 15, 2022

6:30 PM

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - 3.a. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER

TUESDAY, FEBRUARY 15, 2022

7:00 PM

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.

- 1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
- 2. DISCLOSURE OF VOTING CONFLICTS**
- 3. PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)**
- 4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
- 5. CONSENT AGENDA**
 - 5.a. Regular City Workshop and City Meeting
Approval of City Minutes – February 01, 2022**
 - 5.b. Regular City Workshop and City Meeting
Approval of Meeting Agenda- February 15, 2022**
- 6. RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
 - 6.a. RESOLUTION 05-2022
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE USE OF AMERICAN RESCUE PLAN ACT FUNDS TO AUTHORIZE THE PURCHASE OF TWO (2) NEW 2022 JOHN DEERE TS GATOR HPX615E UTILITY VEHICLES FROM EVERGLADES EQUIPMENT GROUP, INC IN THE AMOUNT OF SIXTEEN THOUSAND FORTY-EIGHT DOLLARS (\$16,048.00) AND ONE (1) JOHN DEERE Z930M ZTRAK LAWNMOWER IN THE AMOUNT OF TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00); PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT NUMBER FSA20-VEL28.0; PROVIDING**

**FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN
EFFECTIVE DATE**

- 6.b. RESOLUTION 06-2022
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SOUTH BAY, FLORIDA ADOPTING A AMERICAN RESCUE PLANS
ACT (ARPA) CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS (CSLRF) POLICY; PROVIDING FOR
ALLOCATION OF FUNDS PROVIDING AN EFFECTIVE DATE.**

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9.a. Finance Report

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY, FL
CITY WORKSHOP
CITY HALL CHAMBER
TUESDAY, FEBRUARY 01, 2022
6:30PM

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther Berry
Commissioner John Wilson at 6:52pm
Commissioner Taranza McKelvin at 6:41pm

Staff:

Natalie Malone, City Clerk
Leondrae Camel, City Manager
Vicky DelBosquez, Human Resources
Massih Saadatmand, Finance Director
Ayiana Bent, ARPA Pathway Navigator
Burnadette Norris-Weeks, Esq., City Attorney

(Full recording/discussion available through the City Clerk/City website)

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**

3.a. City Manager Evaluations handed out to the Commission by Ms. DelBosquez, HR

3.b. Sidewalk Quality and Safety Assessment

Presenter:

Chaz Smith, Risk and Safety Consultant
Florida League of Cities

3.c. For Profit and Not-For-Profit Small Business Assistance Program

Administration: City of South Bay American Rescue Plan Act

Presenters:

Leondrae D. Camel, City Manager
Ayiana Bent, ARPA Pathway Navigator

4. **ADJOURNMENT at 6:54pm**

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, FEBRUARY 01, 2022
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on February 01, 2022 at 7:00 p.m.

(Full recording/discussion available through the City Clerk/City website)

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther Berry
Commissioner Taranza McKelvin
Commissioner John Wilson

Staff:

Natalie Malone, City Clerk
Leondrae Camel, City Manager
Vicky DelBosquez, Human Resources
Massih Saadatmand, Finance Director
Ayiana Bent, ARPA Pathway Navigator
Burnadette Norris-Weeks, Esq., City Attorney

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS: NONE**
3. **PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes)*

3.a. 37th Annual Martin Luther King Oratorical Contest Winners

Presenters:

Bruce Hightower, Rosenwald Elementary Principal
Sandra Lusunariz, Rosenwald Elementary Staff

3.b. Rosenwald Elementary School Report- Mr. Hightower, Principal

- **COVID update**
- **February 07, 2022**-Tutoring Program for 3rd-5th grade students will begin
- **February 09, 2022**-Parent Training and a SAC meeting will take place at 5:30pm

- **February 18, 2022**-Gaming Bus will be coming to campus
Recognizing those students who performed well on their Diagnostic Tests: ELA, math, science and writing
- **February 28, 2022**-Black History Program
- **February 23-25, 2022**-Safety Patrols will be going to Washington DC
Motion made to support an amount not to exceed \$2500.00 at this time for a donation to Rosenwald (for Safety Patrol trip).

Moved By: Commissioner Berry

Second By: Commissioner Wilson

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	ABSTAINED
Commissioner Wilson	YES

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

- 4.a. Jeff Willis, MCA Fishing 21**
MCA Fishing Sponsorship and Exposition Materials
- 4.b. Sister Laura Cavangaugh- Public Comment**
MLK Oratorical Contest
- 4.c. Annie Ifill, Healthier Glades- Public Comment**
Community Updates
- 4.d. Sergeant Ortiz, PBSO**
Traffic Update

5. CONSENT AGENDA

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commission. or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

- 5.a. Regular City Workshop and City Meeting**
Approval of City Minutes - January 04, 2022
- 5.b. Regular City Workshop and City Meeting**
Approval of Meeting Agenda- February 01, 2022

Moved By: Commissioner McKelvin

Second By: Commissioner Wilson

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

6. RESOLUTIONS- (Non- Consent) and Quasi-Judicial Hearing, if applicable)

6.a. RESOLUTION 01-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2021; PROVIDING FOR EFFECTIVE DATE

Moved By: Commissioner McKelvin

Second By: Commissioner Wilson

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

6.b. RESOLUTION 02-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A LEASE AGREEMENT WITH FEDERATION OF FAMILIES OF FLORIDA, INC., RELATING TO THE LEASE OF PROPERTY LOCATED AT 101 N.W. 1st AVENUE WITHIN THE CITY LIMITS, KNOWN AS "COMMERCE CENTER"; AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner McKelvin

Second By: Commissioner Wilson

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

6.c. RESOLUTION NO. 03-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR THE PEOPLE OF PURPOSE, INC. EVENT AT TANNER PARK FACILITY AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner McKelvin
Second By: Commissioner Wilson

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

6.d. RESOLUTION NO. 04-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) SUBRECEIPIENT AGREEMENT; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner McKelvin
Second By: Commissioner Wilson

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

7. ORDINANCE

7.a. ORDINANCE NO 01-2022 (*Second and Final Reading*)

AN ORDINANCE OF THE CITY OF SOUTH BAY FLORIDA, APPROVING A SMALL-SCALE FUTURE LAND USE MAP/COMPREHENSIVE PLAN AMENDMENT IN ORDER TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCEL NO. 58- 36-44-10-00-000-1080 GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; WEST OF Page 5 of 64 THE N. NEW RIVER CANAL; AND, NORTH OF ROCK ROAD COMPRISING APPROXIMATELY 22.9 ACRES AND LEGALLY DESCRIBED HEREIN IN "EXHIBIT A" OF THE SAMJACK BLACKSTONE APPLICATION AND AS ATTACHED HERETO FROM RLD - RESIDENTIAL LOW DENSITY FUTURE LAND USE DESIGNATION TO IND - INDUSTRIAL DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE

Mayor Kyles opened Ordinance 01-2022 to the Public for comments-

No Comments

**Moved By: Vice-Mayor Barnard
Second By: Commissioner McKelvin**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

7.b. ORDINANCE 02-2022 *(Second and Final Reading)*

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA TO REZONE PARCEL NO. 58-36-44-10-00-000-1080, KNOWN AS THE SAMJACK BLACKSTONE, LLC SITE AND GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; WEST OF THE N. NEW RIVER CANAL; AND, NORTH OF ROCK ROAD COMPRISING APPROXIMATELY 22.9 ACRES; AS LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' AND ATTACHED HERETO FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT ZONING TO I-L LIGHT INDUSTRIAL DISTRICT ZONING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE

Mayor Kyles opened Ordinance 02-2022 to the Public for comments-
No Comments

Moved By: Commissioner McKelvin
Second By: Commissioner Berry

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

8. ROSENWALD ELEMENTARY SCHOOL**9. FINANCE REPORT****9.a. Accounts Payable Report****10. CITY CLERK REPORT****11. CITY MANAGER REPORT****11.a. Road Construction Projects Change Orders****11.b. Ethics Training**

To be held on October 04, 2022-Workshop

11.c. Traffic Report Update**11.d. Message Signs****11.e. CAP Engineering-discussion****12. CITY ATTORNEY REPORT****13. FUTURE AGENDA ITEMS**

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Commissioner Mckelvin

- Thanks for coming, be safe

14.b. Commissioner John Wilson

- Thanks for coming out

14.c. Commissioner Esther Berry

- We work well together

14.d. Vice Mayor Betty Barnard:

- Thanks everyone for coming out
- Pushing progress forward

14.e. Mayor Joe Kyles

- Thank you
- Acknowledgements
- Happy New Year

15. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION NO. 05-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE USE OF AMERICAN RESCUE PLAN ACT FUNDS TO AUTHORIZE THE PURCHASE OF TWO (2) NEW 2022 JOHN DEERE TS GATOR HPX615E UTILITY VEHICLES FROM EVERGLADES EQUIPMENT GROUP, INC IN THE AMOUNT OF SIXTEEN THOUSAND FORTY-EIGHT DOLLARS (\$16,048.00) AND ONE (1) JOHN DEERE Z930M ZTRAK LAWNMOWER IN THE AMOUNT OF TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00); PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT NUMBER FSA20-VEL28.0; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to piggyback the Florida Sheriff's Association Cooperative Purchasing Program Contract number FSA20-VEL28.0 for the purchase of two (2) 2022 John Deere TS Gator HPX615E Utility Vehicles and one (1) John Deere Z930M Ztrak lawnmower; and

WHEREAS, the base price for a 2022 John Deere TS Gator HPX615E Utility Vehicle is Eight Thousand Twenty-Four Dollars (\$8,024.00), bringing the total amount to Sixteen Thousand Forty-Eight Dollars (\$16,048.00) for two (2) vehicles; and

WHEREAS, the base price for one (1) John Deere Z930M Ztrak lawnmower is Ten Thousand Five Hundred Dollars (\$10,500.00); and

WHEREAS, the grand total purchase price for the three (3) pieces of equipment is Twenty-Six Thousand Five Hundred Forty-Eight Dollars (\$26,548.00); and

WHEREAS, the City Manager has confirmed that the stated purchases are authorized utilizing the American Rescue Plan Act funds; and

WHEREAS, a purchase order for the three (3) pieces of equipment is attached as Exhibit "A"; and

WHEREAS, the City Commission of the City of South Bay deems the purchase of two (2) 2022 John Deere TS Gator HPX615E Utility Vehicles and one (1) John Deere Z930M Ztrak lawnmower from Everglades Equipment Group, Inc. to be vitally important to the health, welfare and safety of the residents of the City; and,

WHEREAS, the City Commission of the City of South Bay desires to authorize the City Manager to purchase the aforementioned vehicles utilizing American Rescue Plan Act Funds and execute documentation consistent with the intent of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to piggyback the purchase of two (2) 2022 John Deere TS Gator HPX615E Utility Vehicles and one (1) John Deere Z930M Ztrak lawnmower from Everglades Equipment Group, Inc. by utilizing the Florida Sheriff’s Association Cooperative Purchasing Program Contract number FSA20-VEL28.0. The City Manager is further authorized to take all necessary and expedient action to execute all necessary documents in order to effectuate the intent of this Resolution.

Section 3. Allocation of Funds. The City Commission hereby authorizes the expenditure for two (2) 2022 John Deere TS Gator HPX615E Utility Vehicles and one (1) John Deere Z930M Ztrak lawnmower from Equipment/Vehicles Account Number: 001-151-64000.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 15th day of February 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

Quote Summary

Prepared For:

Fsa Bid
FL

Prepared By:

Mark Gulick
Everglades Equipment Group
906 Us Hwy 301 North
Palmetto, FL 34221
Phone: 941-722-3281
Mobile: 813-478-2145
mgulick@evergladesfarmequipment.com

Item Number 231

Quote Id: 22483299
Created On: 03 August 2020
Last Modified On: 27 August 2020
Expiration Date: 10 August 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z930M ZTrak	\$ 11,834.00	\$ 9,300.00 X	1 =	\$ 9,300.00
Equipment Total				\$ 9,300.00

Quote Summary

Equipment Total	\$ 9,300.00
SubTotal	\$ 9,300.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 9,300.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 9,300.00

Salesperson : X _____

Accepted By : X _____

Quote Id: 22483299

JOHN DEERE Z930M ZTrak				
Hours:			Suggested List	
Stock Number:			\$ 11,834.00	
			Selling Price	
			\$ 9,300.00	
Code	Description	Qty	Unit	Extended
2167TC	Z930M ZTrak	1	\$ 11,399.00	\$ 11,399.00
Standard Options - Per Unit				
001A	United States/Canada	1	\$ 0.00	\$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	\$ 0.00	\$ 0.00
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	\$ 0.00
2092	Deluxe Comfort Seat with Armrests and Isolation (24" High Back)	1	\$ 195.00	\$ 195.00
Standard Options Total				\$ 195.00
Value Added Services Total				
				\$ 0.00
Other Charges				
	EnviroCrate	1	\$ 40.00	\$ 40.00
	Setup	1	\$ 200.00	\$ 200.00
Other Charges Total				\$ 240.00
Suggested Price				
				\$ 11,834.00
Customer Discounts				
Customer Discounts Total			\$ -2,534.00	\$ -2,534.00
Total Selling Price				\$ 9,300.00

John Deere Z930M ZTrak™ Zero-Turn Mower	
KEY SPECS	
Engine Manufacturer/model	FX801V
Engine Power	Gross at 3,600 rpm19 kW
Fuel tank capacity	11.5 U.S. gal.43.5 L
Mower deck Size	54, 60 in.137, 152 cm
Blade tip speed	Approximately 18,000 fpm5,486 m/min
Transmission	Hydrostatic
Speed range	0-10 mph0-16.1 km/h
Drive wheels	24x12-12
Caster wheels	13x6.5-6
Warranty	36 months or 1200 hours, whichever comes firstFirst 24 months, no hour limitation
ENGINE	
Manufacturer/Model	FX801V
Power	Gross at 3,600 rpm, 25.5 hp19 kW
Displacement	52 cu in.852 cc
Cylinders	Two
Crankcase capacity	With filter, 2 U.S. qt1.9 L
Oil filter	Full flow, replaceable
Lubrication	Full pressure
Cooling	Air
Air cleaner	Pre-cleanerYesHeavy-duty canister type with safety element
FUEL SYSTEM	
Fuel type	Gasoline
Fuel consumption	Under normal conditions, load, operation, and dependent on loads and operating conditions 1.1-1.9 U.S. gal./hr4.2-7.2 L/hr
Fuel tank capacity	11.5 U.S. gal.43.5 L
Fuel tank switch/shut-off valve	Yes
ELECTRICAL SYSTEM	
Charge system	20 amp
Battery voltage	12 V
Cold cranking amp	300 amp
Hour meter	Standard, digital
Operator presence starting system	Brake-N-Go (hand)
DRIVETRAIN	
Transmission	Hydrostatic
Hydraulic pumps	
Wheel motors	Tuff Torq heavy-duty integrated piston wheel motor
Travel speed	Speed range0-10 mph0-16.1 km/hForward0-10 mph0-16.1 km/hReverse0-4.5 mph0-7.2 km/h
Speed and direction control	Twin levers
Hydraulic capacity	5.9 U.S. qt5.6 L
Filter	Internal, replaceable
Hydraulic oil cooler	
BUYER'S NOTE	
Warranty	36 months or 1200 hours, whichever comes firstFirst 24 months, no hour limitation
TIRES	
Drive wheels	24x12-12
Load rating	4 PR
Rear tires	
BRAKES	
Dynamic braking	Twin levers
Park brake	Internal wet disk integrated in the transmission
Park brake actuation	Hand brake
PTO	
Type	Electro-magnetic, 225 lb-ft305 Nm
Drive	V-belt
MOWER DECKS	
Size	54, 60 in.137, 152 cm
Deck construction	7-Iron PRO, one-piece stamped steel with reinforcements
Deck thickness	7 gauge0.18 in.4.6 mm
Discharge	Side, MOD
Height-of-cut range	Increments0.25 in.0.64 cm1-5.5 in.2.54-14 cm
Cutting width	54, 60 in.137, 152 cm
BLADES	
Length	Varies by deck size
Thickness	0.25 in.0.64 cm
Blade tip speed	Approximately 18,000 fpm5,486 m/min
Number	Three
WHEELS	
Caster wheel type	Flat free
Caster wheels	13x6.5-6
Front anti-scalp rollers	RH, center, LH
Rear anti-scalp rollers	Optional
DIMENSIONS	
Length	84 in.213 cm
Width	With chute down, 68, 74 in.173, 188 cm
Height	With ROPS up, 73 in.185 cmWith ROPS down, 47 in.119 cm
Weight	1,275 to 1,365 lb578 to 619 kg
ADDITIONAL INFORMATION	
Date collected	23-May-2018

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year	90 Days
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications less than half of the annual usage	24 Months or 2000 Hours, Whichever Comes First
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications exceeding half of the annual usage	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Balers	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detasslers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z200 Series and Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) S200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z700E and Z500R Series ZTrak™ Mowers, and Z600 Series EZtrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	72 Months or 2000 Hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120R, 220R, 300E, 300R, 320R, 400E, 440R	24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

C. (I) ITEMS COVERED SEPARATELY – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(Effective November 1, 2019)

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

Quote Summary

Prepared For:

 Fsa Bid
 FL

Prepared By:

 Mark Gulick
 Everglades Equipment Group
 906 Us Hwy 301 North
 Palmetto, FL 34221
 Phone: 941-722-3281
 Mobile: 813-478-2145
 mgulick@evergladesfarmequipment.com

Item Number 245

Quote Id: 22483409
Created On: 03 August 2020
Last Modified On: 27 August 2020
Expiration Date: 10 August 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE HPX615E (MY20)	\$ 11,877.69	\$ 10,975.00 X	1 =	\$ 10,975.00
Equipment Total				\$ 10,975.00

Quote Summary

Equipment Total	\$ 10,975.00
SubTotal	\$ 10,975.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 10,975.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 10,975.00

Salesperson : X _____

Accepted By : X _____

Quote Id: 22483409

JOHN DEERE HPX615E (MY20)				
Hours:		Suggested List		
Stock Number:		\$ 11,877.69		
		Selling Price		
		\$ 10,975.00		
Code	Description	Qty	Unit	Extended
57G2M	HPX615E (MY20)	1	\$ 11,369.00	\$ 11,369.00
Standard Options - Per Unit				
001A	US/Canada	1	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	\$ 0.00
1012	High-Performance All-Terrain (HPAT) Tires	1	\$ 0.00	\$ 0.00
2006	Bench Seat Yellow	1	\$ 0.00	\$ 0.00
3001	Cargo Box with Paint and Rear Reflectors	1	\$ 0.00	\$ 0.00
3120	Cargo Box Manual Lift with Prop Rod	1	\$ 0.00	\$ 0.00
4000	OPS with Nets	1	\$ 0.00	\$ 0.00
4049	Less Black Poly Roof	1	\$ -470.00	\$ -470.00
4249	Less Front Brush Guard	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ -470.00
Dealer Attachments				
BM26394	Brake, tail, reverse lights	1	\$ 178.69	\$ 178.69
Dealer Attachments Total				\$ 178.69
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 600.00	\$ 600.00
	Setup	1	\$ 200.00	\$ 200.00
Other Charges Total				\$ 800.00
Suggested Price				\$ 11,877.69
Customer Discounts				
Customer Discounts Total			\$ -902.69	\$ -902.69
Total Selling Price				\$ 10,975.00

John Deere HPX615E (2021) Work Series Utility Vehicle

KEY SPECS

Engine power	15.7* kW20 hp
Cargo box dimensions	1143 x 304.8 x 1320 mm45 x 12 x 52 in.
Cargo box capacity (weight)	454 kg1000 lb
Towing capacity	590 kg1300 lb
Front suspension	Independent with McPherson Strut
Rear suspension	Coil over shock
Final drive	Two speed, oil bath
Four wheel drive	Yes
Fuel capacity	20.1 L5.3 U.S. gal.

ENGINE

Type	2-cylinder, 4-cycle gas
Displacement	617 cc
Power	15.7* kW20 hp
Cooling system	Liquid

DRIVETRAIN

Transmission	Continuously Variable Transmission (CVT)
Final drive	Two speed, oil bath
Four wheel drive	Yes
Traction assist	Positive locking, mechanically actuated (hand-operated)
Descent control	No

SUSPENSION

Front	Independent with McPherson Strut
Rear	Coil over shock

BRAKES

Type	Hydraulic disc brakes
Park brake	Rear mechanical disk, hand operated

TIRES / WHEELS

Front	24 x 9.5-10
Rear	24 x 10.5-10

DIMENSIONS / CAPACITIES

Wheelbase	1910 mm75.2 in.
Operating weight (includes fuel/fluids)	681 kg1500 lb
Length	3022 mm119 in.
Width	1486 mm58.5 in.
Height	1867 mm73.5 in.
Tread centers	Front: 1257.3 mm49.5 in.Rear: 1219.3 mm48 in.
Ground clearance	152.4 mm6 in.
Fuel capacity	20.1 L5.3 U.S. gal.
Cargo box dimensions	1143 x 304.8 x 1320 mm45 x 12 x 52 in.
Cargo box capacity (weight)	454 kg1000 lb
Payload capacity	635 kg1400 lb
Towing capacity	590 kg1300 lb
Hitch	Standard receiver, 5.1 cm2 in.

FEATURES

Color	Green/yellow
Power steering	No
Battery / Alternator / Power port	480 CCA40 amp at 3200 rpm
Instrumentation	
Storage	Cup holders, glovebox
Seating	Bucket seats (bench available)
Headlights	Halogen

ADDITIONAL INFORMATION

Country of Manufacture	U.S.
Date collected	

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

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AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year	90 Days
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications less than half of the annual usage	24 Months or 2000 Hours, Whichever Comes First
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Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
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Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detasslers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z200 Series and Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
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3) X300 Series Tractors; Z400 Series EZtrak™ Mowers and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z700E and Z500R Series ZTrak™ Mowers, and Z600 Series EZtrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
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9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	72 Months or 2000 Hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120R, 220R, 300E, 300R, 320R, 400E, 440R	24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

C. (I) ITEMS COVERED SEPARATELY – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(Effective November 1, 2019)

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

RESOLUTION NO. 06-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ADOPTING A AMERICAN RESCUE PLANS ACT (ARPA) CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLRF) POLICY; PROVIDING FOR ALLOCATION OF FUNDS PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of South Bay is in need of an American Rescue Plans Act Coronavirus State and Local Fiscal Recovery Funds Policy to allow for subawards of Fiscal Recovery Funds are used for eligible purposes and to determine the procedures for distribution, monitoring, tracking of implementation and expenditures, record retention, and reporting of funding for services, programs, and interventions either directly or through existing evidence-based programs, agencies, and non-profits; and

WHEREAS, the City has the responsibility to issue subawards that conform to agency and award specific requirements to manage risk and to monitor the status of the findings that specifically related to subawards; and

WHEREAS, the City Commission of the City of South Bay desires to adopt the American Rescue Plans Act Coronavirus State and Local Fiscal Recovery Funds Policy attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of South Bay, Florida that:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Adoption of American Rescue Plans Act Coronavirus State and Local Fiscal Recovery Funds Policy. The City Commission of the City of South Bay, Florida hereby adopts the American Rescue Plans Act Coronavirus State and Local Fiscal Recovery Funds Policy, attached hereto as Exhibit "A". The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 15th day of February, 2022.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, P. A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Wilson	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds Policy (Compliance and Reporting)

Policy Number: ##-###
Effective Date: MM/DD/2022

1.1 PURPOSE

To ensure that the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) are used for eligible purposes and to determine the procedures for distribution, monitoring, tracking of implementation and expenditures, record retention, and reporting of funding for services, programs, and interventions either directly or through existing evidence-based programs, agencies, and non-profits.

The City of South Bay ("City") is responsible for the efficient and effective administration of the Fiscal Recovery Funds through the application of sound management practices, and assumes responsibility for administering the funds in a manner consistent with program objectives, and the terms and conditions of the US Treasury and the ARPA. The City also has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Fiscal Recovery Funds in compliance with 2 CFR 200, the OMB Compliance Supplement (2 CFR 200, Appendix XI), the US Treasury Interim Final Rule and Final Rule, the Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, and all other requirements which may apply to CSLFRF.

1.2 SCOPE

This policy applies to all staff, employees, American Rescue Plan Act (ARPA) funding recipients and subrecipients. Entities receiving funds as end users, to respond to the negative economic impacts of COVID-19, and not for purposes of carrying out programs or projects on behalf of the City, are beneficiaries and not subject to monitoring or reporting to the City on the use of funds.

1.3 DEFINITIONS

Advance payment: means a payment that a Federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-Federal entity disburses the funds for program purposes.

Aggregate reporting: means the combined total of payments or expenditures and is required for contracts, grants, transfers made to other government entities, loans, direct payments, and payments to individuals that are below \$50,000. This information will be accounted for by expenditure category at the project level by the recipient of Federal award.

Allocation: means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

Audit: a non-Federal entity that expends \$750,000 or more in Federal awards during the non-Federal entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200.

Beneficiary: means an individual, household, or other non-Federal entity receiving funds as end users in response to the negative economic impacts of COVID-19.

Budget: means the financial plan for the Federal award that the Federal awarding agency or pass-through entity approves during the Federal award process or in subsequent amendments to the Federal

award. It may include the Federal and non-Federal share or only the Federal share, as determined by the Federal awarding agency or pass-through entity.

Budget period: means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

Capital expenditures: means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

Closeout: means the process by which the Federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in § 200.344.

Corrective action: means action taken by the auditee that:

- Corrects identified deficiencies;
- Produces recommended improvements; or
- Demonstrates that audit findings are either invalid or do not warrant auditee action.

Disallowed costs: mean those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Expenditures: means charges made by a non-Federal entity to a project or program for which a Federal award was received.

- The charges may be reported on a cash or accrual basis, as long as the methodology is disclosed and is consistently applied.
 - For reports prepared on a cash basis, expenditures are the sum of:
 - Cash disbursements for direct charges for property and services;
 - The amount of indirect expense charged;
 - The value of third-party in-kind contributions applied; and
 - The amount of cash advance payments and payments made to subrecipients.
 - For reports prepared on an accrual basis, expenditures are the sum of:
 - Cash disbursements for direct charges for property and services;
 - The amount of indirect expense incurred;
 - The value of third-party in-kind contributions applied; and
 - The net increase or decrease in the amounts owed by the non-Federal entity for:
 - Goods and other property received;
 - Services performed by employees, contractors, subrecipients, and other payees; and
 - Programs for which no current services or performance are required such as annuities, insurance claims, or other benefit payments.

Grant (or Partnership) agreement: means a legal instrument of financial assistance between a Federal awarding agency (U.S. Treasury) or pass-through entity (the City) and a non-Federal entity that

- Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by the ARPA; and not to acquire property or services for the U.S. Treasury or the City's direct benefit or use;
- Is distinguished from a cooperative agreement in that it does not provide for substantial involvement of the U.S. Treasury in carrying out the activity contemplated by the ARPA subaward.
- Does not include an agreement that provides only:

- Direct United States Government cash assistance to an individual;
- A subsidy;
- A loan;
- A loan guarantee; or
- Insurance.

Internal controls: for non-Federal entities means: The City and all subrecipients of ARPA funding are required to have internal controls for the expenditure, monitoring, and reporting for all use of Fiscal Recovery Funds. Internal controls include:

- Processes designed and implemented by non-Federal entities to provide reasonable assurance regarding the achievement of objectives in the following categories:
 - Effectiveness and efficiency of operations;
 - Reliability of reporting for internal and external use; and
 - Compliance with applicable laws and regulations.

Pass-through entity (PTE): means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Period of performance: means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.

Program income: means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(f). (See the definition of *period of performance* in this section.) Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income.

Project cost: means total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

Recipient: means an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award

Record maintenance and retention: Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award and/or subaward of Fiscal Recovery Funds must be retained for a period of five years from the date of submission of the final expenditure report.

Risk-based compliance monitoring: Ongoing validations conducted according to an assessed level of risk (ex. Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics).

Risk-based due diligence: Pre-payment validations conducted according to an assessed level of risk (ex. Enhanced eligibility review of subrecipient with imperfect performance history)

Subaward: means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient: means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination: means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance. A lack of available funds is not a termination.

Third-party in-kind contributions: means the value of non-cash contributions (*i.e.*, property or services) that: Benefit a federally-assisted project or program; and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Written policies and procedures: Formal documentation of recipient and/or subrecipient policies and procedures.

Written standards of conduct: Formal statement of mission, values, principles, and professional standards

1.4 POLICY

The City of South Bay is a recipient of Federal agency (U.S. Treasury) Coronavirus State and Local Fiscal Recovery Funds. On September 21, 2021 the South Bay City Commission approved the City's ARPA Spending Framework which allows for subawards of Fiscal Recovery Funds to subrecipients for the purpose of carrying out part of the Federal award. This qualifies the City as a "pass-through entity."

Requirements for pass-through entities (Reference § 200.332)

All pass-through entities must:

- Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information in the agreement at the time of the subaward. If any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.
 - Required information for subawards includes:
 - Subrecipient name (which must match the name associated with its unique entity identifier);
 - Subrecipient's EIN/Tax ID
 - Subrecipient's unique entity identifier (DUNS, or UEI after April 4, 2022);
 - Federal Award Identification Number (FAIN);
 - Federal Award Date of award to the City by the US Treasury;
 - Subaward Period of Performance Start and End Date;
 - Subaward Budget Period Start and End Date;
 - Amount of Federal Funds Obligated by this action by the City to the subrecipient;
 - Total Amount of Federal Funds Obligated to the subrecipient by the City including the current financial obligation;
 - Total Amount of the Federal Award committed to the subrecipient by the City;
 - Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
 - Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
 - All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;

- Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
- Appropriate terms and conditions concerning closeout of the subaward.

Subrecipient Monitoring

The subrecipient or beneficiary designation is an important distinction as funding provided to beneficiaries is not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200, Subpart F, but funding provided to subrecipients is subject to those audit requirements. When recipients of the Fund provide award funds to entities to respond to the negative economic impacts of COVID-19 as end users, and not for purpose of carrying out program requirements, the entities receiving such funding are beneficiaries of the Fund. Alternatively, *when recipients of the Fund provide award funds to an entity to carry out a program on behalf of the Fund recipient, the entities receiving such funding are subrecipients.*

Recipient Monitoring of Subrecipient Awards

The city is responsible for evaluating each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring. This includes:

- Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - Reviewing financial and performance reports required by the pass-through entity.
 - Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
 - Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.
- Responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
- Depending upon the pass-through entity's assessment of risk posed by the subrecipient, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - Providing subrecipients with training and technical assistance on program-related matters; and
 - Performing on-site reviews of the subrecipient's program operations;
 - Arranging for agreed-upon-procedures engagements as described in § 200.425.

- Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501. (\$750,000 as of 2014)
- Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 which can include:
 - Temporarily withhold cash payments pending correction of the deficiency by the subrecipient or more severe enforcement action by the pass-through entity.
 - Disallow (deny both of funds) all or part of the cost of the activity or action not in compliance.
 - Wholly or partly suspend or terminate the subaward.
 - Recommend the US Treasury initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations.
 - Take other remedies that may be legally available.

Requirements for Recipient (City) Reporting

The City is required to submit to the US Treasury quarterly Project and Expenditure Reports. The initial quarterly Project and Expenditure Report will cover three calendar quarters from March 3, 2021 to December 31, 2021 and must be submitted to Treasury by January 31, 2022. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 calendar days after the end of each calendar quarter. The table below summarizes the quarterly report timelines:

QUARTERLY REPORTING SCHEDULE

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 and 3	Award Date – September 30	October 31, 2021
2	2021	4	October 1 – December 31	January 31, 2022
3	2022	1	January 1 – March 31	April 30, 2022
4	2022	2	April 1 – June 30 July 31	July 31, 2022
5	2022	3	July 1 – September 30	October 31, 2022
6	2022	4	October 1 – December 31	January 31, 2023
7	2023	1	January 1 – March 31	April 30, 2023
8	2023	2	April 1 – June 30 July 31	July 31, 2023
9	2023	3	July 1 – September 30	October 31, 2023
10	2023	4	October 1 – December 31	January 31, 2024
11	2024	1	January 1 – March 31	April 30, 2024
12	2024	2	April 1 – June 30 July 31	July 31, 2024
13	2024	3	July 1 – September 30	October 31, 2024
14	2024	4	October 1 – December 31	January 31, 2025
15	2025	1	January 1 – March 31	April 30, 2025
16	2025	2	April 1 – June 30 July 31	July 31, 2025
17	2025	3	July 1 – September 30	October 31, 2025
18	2025	4	October 1 – December 31	January 31, 2026
19	2026	1	January 1 – March 31	April 30, 2026
20	2026	2	April 1 – June 30 July 31	July 31, 2026
21	2026	3	July 1 – September 30	October 31, 2026
22	2026	4	October 1 – December 31	January 31, 2027

(SLFRF Compliance and Reporting Guidance Update 2.1 final, pg. 10)

The following information will be required in the City's Quarterly Project and Expenditure Reports:

Projects: Provide information on all SLFRF funded projects. Projects are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, the recipient will be required to enter the:

- project name,
- identification number (created by the recipient),
- project expenditure category (*see SLFRF Compliance and Reporting Guidance Appendix 1*),
- description, and
- status of completion.

Project descriptions must describe the project in sufficient detail to provide understanding of the major activities that will occur, and will be required to be between 50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose. Recipients should define their projects at a sufficient level of granularity.

Expenditures: Once a project is entered the recipient will be able to report on the project's obligations and expenditures. Recipients will be asked to report:

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure

Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Project Demographic Distribution: **Collection of this data will be phased in; no data will be collected in this area before April 2022:** Recipients are encouraged to design projects that prioritize economic and racial equity and promote equitable outcomes. Identify whether or not the project is serving an economically disadvantaged community, based if program or service is:

- Provided at a physical location in a Qualified Census Tract (QCT)
- Primary intended beneficiaries live within a QCT
- Eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent of the median income; or
- Eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line.

Subawards:

- Must provide detailed information on any loans issued; contracts and grants awarded; transfers made to other government entities; and direct payments made by the recipient that are greater than \$50,000.

- For amounts less than \$50,000, the recipient must report in the aggregate for expenditure categories (*SLFRF Compliance and Reporting Guidance Appendix 1*) of loans issued; contracts and grants awarded; transfers made to other government entities; and direct payments made by the recipient.

Requirements for Subrecipient Reporting to the City

For all subawards (subgrants) to subrecipients, the City must ensure a flow-through of Federal requirements using the US Treasury Department's terms and conditions which include:

- Timely and accurate reporting from the subrecipient to the City.
- Fund accounting for the City-approved ARPA project or program, separate from other non-Fiscal Recovery Funds management and accounting.
- Effective internal controls over cash, property, and other assets.
- Budgetary control.
- Written cash management procedures.
- Written procedures to determine cost allowability.

The subrecipient is required to submit to the City quarterly Project and Expenditure Reports. The initial quarterly Project and Expenditure Report will cover the quarter from Date of Award to June 30, 2022 and must be submitted to the City by July 15, 2022. The subsequent quarterly reports will cover one calendar quarter and must be submitted to City within 15 calendar days after the end of each calendar quarter. The table below summarizes the quarterly report timelines:

SUBRECIPIENT QUARTERLY REPORTING SCHEDULE TO THE CITY

Report	Year	Quarter	Period Covered	Due Date
1	2022	1	Date of Award-March 31	April 15, 2022
2	2022	2	April 1 – June 30	July 15, 2022
3	2022	3	July 1 – September 30	October 15, 2022
4	2022	4	October 1 – December 31	January 15, 2023
5	2023	1	January 1 – March 31	April 15, 2023
6	2023	2	April 1 – June 30	July 15, 2023
7	2023	3	July 1 – September 30	October 15, 2023
8	2023	4	October 1 – December 31	January 15, 2024
9	2024	1	January 1 – March 31	April 15, 2024
10	2024	2	April 1 – June 30	July 15, 2024
11	2024	3	July 1 – September 30	October 15, 2024
12	2024	4	October 1 – December 31	January 15, 2025
13	2025	1	January 1 – March 31	April 15, 2025
14	2025	2	April 1 – June 30	July 15, 2025
15	2025	3	July 1 – September 30	October 15, 2025
16	2025	4	October 1 – December 31	January 15, 2026
17	2026	1	January 1 – March 31	April 15, 2026
18	2026	2	April 1 – June 30	July 15, 2026
19	2026	3	July 1 – September 30	October 15, 2026
20	2026	4	October 1 – December 31	January 15, 2027

The following information will be required in the Subrecipient Subaward Quarterly Project and Expenditure Reports:

Projects: Provide information on all projects and activities funded in whole or in part by the City's ARPA subaward to the subrecipient, as described in the Subrecipient Award Agreement. For each project, the subrecipient will be required to provide the:

- project name,
- identification number (created by the City),
- project expenditure category, (as designated by the City)
- project description, and
- status of completion.

Project descriptions must describe the project in sufficient detail to provide understanding of the major activities that will occur, and will be required to be between 50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose. Subrecipients should define their projects at a sufficient level of granularity.

Expenditures: Subrecipients will be asked to report:

- Current period expenditure
- Cumulative expenditure

Project Status: The subrecipient will be asked to report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Project Demographic Distribution: **Collection of this data will be phased in; no data will be collected in this area before April 2022:** Subrecipients are encouraged to design projects that prioritize economic and racial equity and promote equitable outcomes. Identify whether or not the project is serving an economically disadvantaged community, based if program or service is:

- Provided at a physical location in a Qualified Census Tract (QCT)
- Primary intended beneficiaries live within a QCT
- Eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent of the median income; or
- Eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line.

Performance Metrics and Outcomes: Subrecipients will be required to report on the current quarter's outcomes as they relate to the performance metrics identified in the Subrecipient Award Agreement.

1.5 PROCEDURE

- A. Determine Allowable Activities:** Review program requirements, including Treasury's Interim Final Rule, Final Rule, SLFRF Compliance and Reporting Guidance Update 2.1, and the recipient's

Award Terms and Conditions, to determine and record eligible uses of SLFRF funds. (*SLFRF Compliance and Reporting Guidance Update 2.1 final, pg. 6*)

- B. **Identify the Need:** Identify a COVID-19 public health or negative economic impact on an individual or a class. Identify an individual or class that is “impacted” or “disproportionately impacted” by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself. (*Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule, U.S. Department of the Treasury pg.32*)
- C. **Solicit Public Input:** Gather information related to public health needs and negative economic impacts from the community through citizen surveys, stakeholder workshops, data-driven studies, and internal needs assessments from City departments.
- D. **Identify the Response:** Identify or design a response that addresses or responds to the impacts. Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic (*Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule, U.S. Department of the Treasury pg.33-34*)
- E. **Spending Framework:** Create a Master Spending Framework to include a portfolio of programs, projects, and services that are eligible uses under the US Treasury Interim Final Rule and Final Rule to address the COVID-19 public health emergency and the negative economic impacts resulting from COVID-19. Programs, projects, and services funded by CSLFRF may be provided by internal City departments directly to beneficiaries, or by other non-Federal entities with pass-through subrecipient grant awards or direct payments, as approved by the South Bay City Commission.
- F. **Internal Controls:** Follow the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Terms and Conditions of the SLFRF assistance.
 - a. **Allowable Activities.** Eligibility of programs, projects, and services to be funded through ARPA are vetted against the program requirements listed in the Treasury’s Interim Final Rule and Final Rule, SLFRF Compliance and Reporting Guidance, and the Uniform Guidance 2 CFR Part 200 to ensure funding decisions constitute eligible uses of funds, and determinations will be documented.
 - b. **Allowable Costs/Cost Principles.** Federal funds will be administered in a manner consistent with the program objectives, terms, and conditions of the recipient award and subrecipient awards, and through compliance to Cost Principles and Allowable Costs in the Uniform Guidance at 2 CFR Part 200, Subpart E. Administrative costs for subrecipient awards will be capped at no more than 15% of the total amount of subaward. Certain employees’ wages, salaries, and covered benefits are an eligible use of SLFRF award funds. (See Treasury’s Interim Final Rule for details).
 - c. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury’s implementing

regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

- d. Eligibility. Requirements for subrecipient policy and procedure implementation, record retention, valid SAM.gov registration, and policies and procedures for obtaining information evidencing a given beneficiary are all vetted through the Subrecipient Grant Application process. A risk-based due diligence questionnaire is built into the scoring and ranking criteria, and all requirements for eligibility are included in the Subrecipient Subaward for funding.
- e. Subrecipient Monitoring. Compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 for pass-through entities are clearly identified to the subrecipient in the Subrecipient Subaward Agreement that: (1) the award is a subaward of SLFRF funds; (2) and that the subrecipient must comply with any and all requirements for use of SLFRF funds; and (3) that the subrecipient must comply with any and all reporting requirements for expenditures of SLFRF funds. Ongoing monitoring of the subrecipient will be done through quarterly reporting from the subrecipient to the City. Reporting requirements will be based upon the subrecipient's risk assessment and in compliance with the SLFRF Compliance and Reporting Guidance and Uniform Guidance 2 CFR Part 200. Monitoring will include identification of deficiencies in meeting stated requirements in the Subrecipient Subaward Agreement, and follow-up to ensure appropriate remediation.
- f. Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose in project budget detail
- g. Procurement, Suspension & Debarment. Refer to the City of South Bay Purchasing Policy No. 10.12.01, Authority to Debar or Suspend, for policy and procedure for Suspension and Debarment.
- h. SAM.gov Requirements. All eligible subrecipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) and will be verified during the vetting of the subrecipient grant application scoring and ranking process.
- i. Recordkeeping Requirements. Records and financial documents will be maintained for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. At the request of the Treasury the City will transfer all records of long-term value at the end of such period. Wherever practicable, records will be collected, transmitted, and stored in open and machine-readable formats. The City will provide or make available such records to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations. Subrecipients of Federal awards are also required to maintain and produce all business records related to use of the subaward grant funds and related business expenditures from the time of grant award through December 31, 2029.
- j. Single Audit Requirements. All subrecipients that expend ARPA subaward funds during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501 (\$750,000 as of 2014) shall be subject to audit as required by Subpart F of 2 CFR 200. Subrecipients will also be subject to on-site reviews or other monitoring conditions that

may necessitate adjustments to the terms of the Subrecipient Award Agreement. Enforcement action against noncompliant subrecipients as described in § 200.339 can include:

- i. Temporary withholding of cash payments pending correction of the deficiency by the subrecipient or more severe enforcement action by the pass-through entity.
 - ii. Disallowing (denying of funds) all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspending or terminating the subaward.
 - iv. Recommending the US Treasury initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations.
 - v. Take other remedies that may be legally available.
- k. Civil Rights Compliance Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
- l. Closeout: The City will close out the subaward when it determines that all applicable administrative actions and all required work of the subaward identified in the Subrecipient Award Agreement have been completed by the subrecipient.
 - i. If the subrecipient fails to complete the requirements, the City will proceed to close out the subaward with the information available.
 - ii. A subrecipient must submit to the City, no later than 90 calendar days (or an earlier date as agreed upon by the City and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Subrecipient Award Agreement. The City may approve extensions when requested and justified by the subrecipient, as applicable.
 - iii. Costs to the subrecipient resulting from financial obligations incurred by the subrecipient after termination of the subaward are not allowable unless the City expressly authorizes them in the notice of termination or subsequently. However, costs after termination are allowable if:
 - 1. The costs result from financial obligations which were properly incurred by subrecipient before the effective date of termination, and not in anticipation of it.
 - 2. The costs would be allowable if the subaward was not expired normally at the end of the period of performance in which the termination takes effect.

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3. All other requirements of § 200.344 may apply to the closeout of the subrecipient subaward.

APPROVAL:

City Manager

Date

ARPA Notice of Funding Opportunity FY 2022

COMPLIANCE AND REPORTING GUIDANCE

On June 17, 2021, the US Treasury released Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds. Then on November 5, 2021, the Treasury released updated Guidance on Recipient Compliance and Reporting Responsibilities for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). This guidance provides detail and clarification on recipients' compliance and reporting responsibilities. The City of South Bay (the "City") is the recipient for Local Fiscal Recovery Funds and intends to provide funding for services, programs, and interventions either directly or through existing evidence-based program agencies and non-profit Notice of Funding Opportunities.

Eligibility. Under this program, recipients are responsible for ensuring funds are used for eligible purposes. Generally, recipients must develop and implement policies and procedures, and record retention, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries and/or subrecipients. The City, and if applicable, the subrecipient(s) administering a program on behalf of the City, will need to maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility including a valid SAM.gov registration. Implementing risk-based due diligence for eligibility determinations is a best practice to augment your organization's existing controls.

Subrecipient Monitoring. SLFRF recipients that are pass-through entities as defined under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

First, the City must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

Next, the City will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as:

- prior experience in managing Federal funds,
- previous audits,
- personnel, and
- policies or procedures for award execution and oversight.

Ongoing monitoring of any given subrecipient should reflect its assessed risk and include:

- monitoring,
- identification of deficiencies, and
- follow-up to ensure appropriate remediation.

The City is developing written policies and procedures for subrecipient monitoring and risk assessment and maintenance of records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

Table 1: Internal Controls Best Practices

Best Practice	Description	Example
Written policies and procedures	Formal documentation of recipient policies and procedures	Documented procedure for determining worker eligibility for premium pay
Written standards of conduct	Formal statement of mission, values, principles, and professional standards	Documented code of conduct / ethics for subcontractors
Risk-based due diligence	Pre-payment validations conducted according to an assessed level of risk	Enhanced eligibility review of subrecipient with imperfect performance history
Risk-based compliance monitoring	Ongoing validations conducted according to an assessed level of risk	Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics
Record maintenance and retention	Creation and storage of financial and non-financial records.	Storage of all subrecipient payment information.

For the following eligible use categories, recipients must identify the amount of the total funds that are allocated to evidence-based interventions, and recipients must report on whether projects are primarily serving disadvantaged communities.

- Mental Health Services
- Substance Use Services
- Household Assistance: Food Programs
- Household Assistance: Rent, Mortgage, and Utility Aid
- Household Assistance: Cash Transfers
- Household Assistance: Internet Access Programs
- Household Assistance: Eviction Prevention
- Unemployment Benefits or Cash Assistance to Unemployed Workers
- Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)
- Small Business Economic Assistance (General)
- Aid to Nonprofit Organizations
- Other Economic Support
- Education Assistance: Early Learning
- Education Assistance: Academic Services
- Education Assistance: Social, Emotional, and Mental Health Services
- Education Assistance: Other
- Healthy Childhood Environments: Child Care
- Healthy Childhood Environments: Home Visiting

- Healthy Childhood Environments: Services to Foster Youth or Families Involved in the Child Welfare System
- Healthy Childhood Environments: Other
- Housing Support: Affordable Housing
- Housing Support: Services for Unhoused Persons
- Housing Support: Other Housing Assistance
- Social Determinants of Health: Other
- Social Determinants of Health: Community Health Workers or Benefits Navigators
- Social Determinants of Health: Community Violence Interventions

For the purposes of the SLFRF, evidence-based refers to interventions with strong or moderate evidence as defined below:

Strong evidence means the evidence base that can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

Moderate evidence means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes.

► Information required in Project and Expenditure Reports for 66 Sub-Categories:

- Project: project expenditure category, description, & status of completion.
- Expenditures: current & cumulative obligations, and current & cumulative expenditures.
- Project Status: not started; completed <50%; completed >50%; completed.
- Project Demographic Distribution: identify whether the project is serving an economically disadvantaged community.
- Subawards: detailed obligation & expenditure information for contracts, grants, loans, transfers, and direct payments made by the recipient greater or equal to \$50,000.
- Required Programmatic Data: structure & objectives of assistance program, number served, approach to ensuring that aid responds to a negative economic impact of Covid-19.

Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Subrecipient records related to use of the grant funds and related business expenditures must be retained from the time of grant award through December 31, 2029. Any business records related to use of grant funds will be subject to public access in accordance with Florida Sunshine Law.

Project and expenditure reporting is required quarterly and will be due January 2022 and will cover the period of March 3, 2021 to December 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter. Subrecipients will be required to submit quarterly project and expenditure reports to the City no later than 15 days after the end of each calendar quarter. In general, subrecipients will be asked to provide the following information:

- Subrecipient identifying and demographic information (e.g., DUNS number and location)
- Grant Award number (provided by the City)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- Primary place of performance
- Related project name(s)
- Related project identification numbers (created by the City)
- Period of performance start date
- Project status (not started, completed less than 50%, completed 50% or more, completed)
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Projects
- Additional programmatic performance indicators for select Expenditure Categories (see Appendix C in the Subrecipient Grant Application)
- Compliance with Title VI of the Civil Rights Act of 1964 (on an annual basis)

The City has adopted and incorporated 2 CFR Part 200 into its City-wide Procurement Policy. The following sections are relevant excerpts from 2 CFR 200 that define and highlight the requirements for reporting and compliance.

§ 200.1 DEFINITIONS

Advance payment means a payment that a Federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-Federal entity disburses the funds for program purposes.

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

Budget means the financial plan for the Federal award that the Federal awarding agency or pass-through entity approves during the Federal award process or in subsequent amendments to the Federal award. It may include the Federal and non-Federal share or only the Federal share, as determined by the Federal awarding agency or pass-through entity.

Budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

Capital expenditures means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

Closeout means the process by which the Federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in [§ 200.344](#).

Corrective action means action taken by the auditee that:

- (1) Corrects identified deficiencies;
- (2) Produces recommended improvements; or
- (3) Demonstrates that audit findings are either invalid or do not warrant auditee action.

Disallowed costs mean those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Expenditures means charges made by a non-Federal entity to a project or program for which a Federal award was received.

- (1) The charges may be reported on a cash or accrual basis, as long as the methodology is disclosed and is consistently applied.
- (2) For reports prepared on a cash basis, expenditures are the sum of:
 - (i) Cash disbursements for direct charges for property and services;
 - (ii) The amount of indirect expense charged;
 - (iii) The value of third-party in-kind contributions applied; and
 - (iv) The amount of cash advance payments and payments made to subrecipients.
- (3) For reports prepared on an accrual basis, expenditures are the sum of:
 - (i) Cash disbursements for direct charges for property and services;
 - (ii) The amount of indirect expense incurred;
 - (iii) The value of third-party in-kind contributions applied; and
 - (iv) The net increase or decrease in the amounts owed by the non-Federal entity for:
 - (A) Goods and other property received;
 - (B) Services performed by employees, contractors, subrecipients, and other payees; and
 - (C) Programs for which no current services or performance are required such as annuities, insurance claims, or other benefit payments.

Fixed amount awards mean a type of grant or cooperative agreement under which the Federal awarding agency or pass-through entity provides a specific level of support without regard to actual costs incurred under the Federal award. This type of Federal award reduces some of the administrative burden and record-keeping requirements for both the non-Federal entity and Federal awarding agency or pass-through entity. Accountability is based primarily on performance and results. See §§ 200.102(c), 200.201(b), and 200.333.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304:

- (1) Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to

acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use;

(2) Is distinguished from a cooperative agreement in that it does not provide for substantial involvement of the Federal awarding agency in carrying out the activity contemplated by the Federal award.

(3) Does not include an agreement that provides only:

- (i) Direct United States Government cash assistance to an individual;
- (ii) A subsidy;
- (iii) A loan;
- (vi) A loan guarantee; or
- (v) Insurance.

Internal controls for non-Federal entities means:

(1) Processes designed and implemented by non-Federal entities to provide reasonable assurance regarding the achievement of objectives in the following categories:

- (i) Effectiveness and efficiency of operations;
- (ii) Reliability of reporting for internal and external use; and
- (iii) Compliance with applicable laws and regulations.

Pass-through entity (PTE) means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Period of performance means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.

Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(f). (See the definition of *period of performance* in this section.) Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income.

Project cost means total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance. A lack of available funds is not a termination.

Third-party in-kind contributions means the value of non-cash contributions (*i.e.*, property or services) that -

- (1) Benefit a federally-assisted project or program; and
- (2) Are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

§ 200.331 SUBRECIPIENT AND CONTRACTOR DETERMINATIONS

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

(a) **Subrecipients.** A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See definition for *Subaward* in [§ 200.1 of this part](#). Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision-making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) **Contractors.** A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See the definition of *contract* in [§ 200.1 of this part](#). Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) **Use of judgment in making determination.** In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

(g) **Compliance responsibility for contractors.** In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply

with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) **For-profit subrecipient.** Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also [§ 200.332](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75887](#), Dec. 19, 2014; [85 FR 49571](#), Aug. 13, 2020]

§ 200.332 REQUIREMENTS FOR PASS-THROUGH ENTITIES

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);

(ii) Subrecipient's unique entity identifier;

(iii) Federal Award Identification Number (FAIN);

(iv) Federal Award Date (see the definition of *Federal award date* in § 200.1 of this part) of award to the recipient by the Federal agency;

(v) Subaward Period of Performance Start and End Date;

(vi) Subaward Budget Period Start and End Date;

(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;

(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;

(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);

(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;

(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;

(xiii) Identification of whether the award is R&D; and

(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414.

- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4)
 - (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
 - (B) The de minimis indirect cost rate.
 - (ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
- (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (*e.g.*, if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and performance reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
 - (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.
 - (4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single

Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.*, has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

(e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (1) Providing subrecipients with training and technical assistance on program-related matters; and
- (2) Performing on-site reviews of the subrecipient's program operations;
- (3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

(f) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§ 200.501 AUDIT REQUIREMENTS

(a) **Audit required.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) **Single audit.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with [§ 200.514](#) except when it elects to have a program-specific audit conducted in accordance with [paragraph \(c\)](#) of this section.

(c) **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with [§ 200.507](#). A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) **Exemption when Federal awards expended are less than \$750,000.** A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in [§ 200.503](#), but records must be available

for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) **Federally Funded Research and Development Centers (FFRDC).** Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) **Subrecipients and contractors.** An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section [§ 200.331](#) sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

INSTRUCTIONS FOR ARPA APPLICATION

(READ ALL INSTRUCTIONS BEFORE COMPLETING APPLICATION FORM)

These instructions are keyed to the numbered sections of the application form. Application must be submitted **Electronically** to arpa@southbaycity.com no later than 3:00 p.m., on March 11, 2022. Applications that do not meet the established deadline will not be considered.

All blanks must be completed. Any missing or incorrect information will negatively impact your application. Use “N/A” where response is not applicable. Attach additional sheets if necessary, and identify the Section addressed.

Submission of the application is final.

Funding period for which application is being considered: October 2021 – September 2022.

PLEASE CALL (561)996-6751 IF YOU NEED ASSISTANCE IN COMPLETING THE APPLICATION.

OVERVIEW

Description of the American Recovery Plan Act and funding priorities for the City of South Bay. Section also includes application checklist for submission documentation, the ARPA subrecipient grant scoring criteria, and Certifications and Affirmations that must be read and signed by the legal representative of the applicant or applicant’s organization.

A. GENERAL INFORMATION

Legal name of applicant, name of primary organizational unit that will undertake the activity, complete address of the applicant and name and telephone and fax numbers of the person to contact on matters related to this application. The appropriate person must sign application as follows:

- Agenciesby Chairperson, Board of Directors
- Otherby President

Unsigned applications will not be considered.

B. PROPOSED PROJECT:

Concisely describe your project. Brevity is key, while documenting the main activities and anticipated outcomes as they respond to the COVID-19 public health emergency. There is additional opportunity in the application to provide more detailed information. If proposing multiple projects, list each individual project/program and limit the description of each project to three sentences. (Attach separate sheet if necessary).

C. STRATEGY:

There are five (5) funding priorities as described in the Overview section of this grant application. **Appendix A** also lists the five (5) funding priorities referred to as COMMUNITY ASSESSMENT PRIORITIES, and potential eligible programs for each. This is not an exclusive list. Check the box for the priority which you are requesting funding, and enter the eligible program/project, the metric being used to measure success, and the desired outcome of the project/program. If your program addresses more than one priority, or if you have multiple programs, check all that apply.

D. PROJECT SUMMARY:

The first part of this section is to provide a detailed description of the proposed project/activity to be funded, including a plan of action explaining in detail how the agency (and who, specifically) will implement the activity: i.e. intake procedures, required documentation, etc. Describe how this activity relates to the overall organizational structure. Be very specific how the ARPA funds are proposed to be used. (Attach additional sheets if necessary).

The following set of questions are self-explanatory. Provide as much detail as possible. If the question is not applicable to your project, write "N/A" in the space provided.

The goals, objectives, and activity measures should be filled out completely. There is room for two (2) goals and three (3) objectives under each goal. It is not required to have the same number of goals and objectives listed on the application. Place "N/A" if you do not have a goal or objective in that section. It is permissible to have more than two (2) goals with three (3) objectives each. Additional sheets are permissible if this section needs to be expanded and label them **Goals/Objectives/Activity Measures: (Continued)**. Think of a goal as an overarching principle that guides decision-making, and objectives as specific, measurable steps that can be taken to meet the goal. Listing the resources needed to achieve the individual goals and objectives, as well as the availability of the resources is important for vetting the proposed budget and the proposed timeline for the project.

E. PROJECT BUDGET:

This section is the justification for the funding request. Please be as accurate and detailed as possible. Additional funding will not be available if the Project Budget has been underestimated. Funds awarded for the Project Budget that have not been spent as indicated must be returned to the City. Any changes to the Project Budget during the life-cycle of the grant will need to be approved by the City Commission at a public meeting. The applicant must document anticipated expenditures, detailing requested funds and additional funding. Any additional funding being received for a project in this application must be documented in the Project Budget. Please place C=Cash, I=In-Kind, O=Other Grants, D=Donations beside each amount under "Other Project Funds" to denote the type of funds being used. If funding request is

for multiple programs/projects, please provide a separate **PROJECT BUDGET** for each program/project and indicate which **COMMUNITY ASSESSMENT PRIORITY** the program/project falls under. (See **Appendix A** for eligible projects/programs under individual **Community Assessment Priorities**)

F. APPLICANT INFORMATION:

The information in this section will be used for a mandatory pre-award risk assessment. Failure to provide this information or to respond to questions could result in the applicant being removed from consideration or a delay in access to the funds. Provide complete responses that address all questions. Additional sheets can be used if necessary. Writing “N/A” in this section could reduce the overall scoring of the project. If the answer to a question is “no”, then indicate “no” and any measures that the applicant may be taking in the near future to comply with the question.

G. CONFLICT OF INTEREST

This section is required by law and must be completed and signed by the legal representative of the applicant or applicant organization. Failure to complete and sign this section could result in the applicant being removed from consideration or a delay in access to the funds.

H. DRUG FREE WORKPLACE CERTIFICATION

This is a self-certification that the applicant organization complies fully with the drug-free workplace requirements as listed in this section.

APPENDICES are additional information and resources to assist the applicant in the completion of the grant application.



**City of South Bay American Recovery Plan Act (ARPA)
Not-For-Profit/For-Profit Subrecipient Grant Application**

SUBMISSION DEADLINE

***March 11, 2022, no later than 3:00PM
(ELECTRONICALLY ONLY)***

TO

arpa@southbaycity.com

***City of South Bay
City Manager's Office
335 SW 2nd Ave
South Bay, FL 33493***

(No applications will be accepted after 3:00PM on March 11, 2022)

**FOR MORE INFORMATION OR QUESTIONS,
PLEASE CONTACT:**

CITY OF South Bay

Aiyana Bent, ARPA Pathway Navigator
City Manager's Office
335 SW 2nd Ave
South Bay, FL 33493
arpa@southbaycity.com
(561)996-6751

OVERVIEW

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Funds and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

The US Treasury Department established four (4) funding objectives to respond to the COVID-19 public health emergency:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control.
- Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs.
- Support immediate economic stabilization for households and businesses.
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic.

On May 17, 2021, the Secretary of the US Treasury Department issued an Interim Final Rule as the rules and regulations for implementing the Fiscal Recovery Funds. SLFRF funds can be used for:

- Support public health expenditures in response to COVID-19.
- Address negative economic impacts caused by the public health emergency and provide aid to those communities and populations hardest hit by the crisis.
- Replace lost public sector revenue.
- Provide premium pay for essential workers.
- Invest in water, sewer, and broadband infrastructure.

The City of South Bay (the "City") embraced the importance of public input, transparency, and accountability for the implementation of the Fiscal Recovery Funds. In alignment with the City's strategic plan, the City is inviting community partners to request ARPA funding for programs, projects, and interventions that will address community challenges in one or more of the following Community Assessment Priorities:

Economic Stability and Resilience

In response to the economic challenges for City residents and businesses magnified by the COVID-19 public health emergency, the City is seeking proposals that will identify and address current vulnerabilities, support short and long-term recovery efforts, and mitigate the effects of future economic disruptions. Proposed projects should demonstrate how they will reduce economic disparities and provide pathways to prosperity to economically disadvantaged populations, small and minority businesses. Some examples of initiatives include small business grants and loans, supporting businesses that did not qualify for federal programs, technical assistance support, job training assistance, direct payments to households, food assistance to low-to-moderate income households, etc.

Housing Affordability and Homeownership

Homeownership is the primary means to wealth building and financial stability for low- and moderate-income families. South Bay aims to be a city where working families across the wage-spectrum can live and thrive. Significant disparities in homeownership and cost-burden exist for many South Bay residents. In the current housing market and with pressures from families relocating from elsewhere, homeownership may become unattainable for many working families. Proposed projects should demonstrate impact on ameliorating the affordability challenges for current residents by providing pathways to homeownership, or homeowner and renter stability. Some examples of initiatives include rental and mortgage assistance, affordable housing development, utility assistance, housing counseling, home rehabilitation, homelessness services etc.

Educational Opportunities and Job Skills Development

Education contributes to community stability by promoting equity, providing for a sense of self dependence and confidence, and creating opportunities for economic mobility. Economic opportunity and mobility are directly connected with educational attainment, as differences in educational attainment contribute to and perpetuate economic disparities. Projects should address barriers to educational equity and ensure pathways to prosperity for diverse populations. Some examples of initiatives include expanding broadband access, internship and mentorship programs, literacy programs, Art/Enrichment programs, entrepreneurship training, workforce development programs, short-term credentialing, and job placement etc.

Healthcare Access and Health Outcomes

The COVID-19 public health emergency exacerbated health disparities in South Bay as it further illuminated the effect that nonmedical social needs, or social determinants of health (SDOH), have on individual health outcomes. Some factors that strongly influence health outcomes include access to medical care, nutritious foods, clean water, education and health literacy, housing and transportation, exposure to violence, neighborhood safety and recreational facilities, occupation and job security, and socioeconomic status. The city is seeking projects that improve health outcomes either short-term or lead to behavioral change that will reduce health disparities in the long-term. Some examples of initiatives include mental health services, health risk awareness initiatives, vaccine outreach, supporting physical education programs at schools, expanding healthcare access, childcare, home visiting programs, substance and domestic abuse prevention and assistance, support for community health worker programs etc.

Criminal Justice and Safety

Safe neighborhoods signify stronger and happier communities. South Bay aims to create neighborhoods in which parents are free to raise their children without having to worry about crime, businesses can thrive

and expand, and residents are comfortable to connect with each other - all extremely important to building a strong sense of community. Proposed programs should focus on community-based approaches for violence reduction. Some examples of initiatives include Community Violence Intervention (CVI) programs, enhanced services for foster youths, at-risk youth engagement and intervention programs, crime diversion and reintegration programs etc.

The South Bay City Commission held a regularly scheduled Commission Meeting on September 21, 2021 and adopted the ARPA Master Spending Plan, allocating City Fiscal Recovery Funds to the four (4) Community Assessment Priorities as follows:

AMERICAN RESCUE PLAN ACT (ARPA) MASTER SPENDING PLAN	
PRIORITY	BUDGET
Economic Stability and Resilience	\$ 40,000
Housing Affordability and Homeownership	\$ 20,000
Educational Opportunities and Job Skills Development	\$ 20,000
Healthcare Access and Health Outcomes	\$ 30,000

REPAYMENT

Funding from this grant program is subject to federal, state and local audit. If a determination is made that these grant funds were used in a manner inconsistent with program guidelines, for an ineligible expense or for expenses reimbursed by another federal, state or local grant/loan program then the awarded entity will reimburse the City of South Bay these funds.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program Application and Guidelines.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including parties that performed work on the project. Nor shall issuance of a grant result in any obligation on the part of the City of South Bay to any third party. The City is not required to verify that entities that have contracted with the applicant have been paid in full, or that such entities have paid any subcontractors in full. Applicant's warranty that all bills related to the Project for which the applicant is directly responsible is sufficient assurance for the City to award loan funding.

Agency Name: _____

Project(s): _____

APPLICATION

_____	Submit <u>Electronic Application Only</u>
_____	Application is signed and dated. By Director, and Board Chairperson.
_____	501(c) (3) is attached (if applicable), or EIN/Tax ID attached (if applicable).
_____	City of South Bay Business Tax Receipt attached (if applicable).
_____	Board Member list.
_____	Copy of latest audit.
_____	All funding sources for this project identified.

ADDITIONAL ATTACHMENTS

_____ Attachment 1	Agency Articles of Incorporation, Agency By-laws, and Tax Documents submitted to the Internal Revenue Service (IRS).
_____ Attachment 2	Copies of current license(s) needed to operate (as applicable to the funded activity) including City of South Bay Business Tax Receipt (if applicable)
_____ Attachment 3	Documentation of all additional funding sources for program(s)/project(s) listed in application (if applicable)
_____ Attachment 4	A description/schedule of fees charged to the targeted beneficiaries of the programs/services/facilities to be funded (if applicable)
_____ Attachment 5	A job description for each position for which funds are being requested (explain role/responsibilities within each program/project)
_____ Attachment 6	Minority/Women Owned Business (MWOB). A company that is at least 51% owned and operated by an individual that is a female or at least 25% African American, Asian, Hispanic, or Native American. Attach Certification if applicable.

ARPA SCORING CRITERIA

All applications received by the Submission Deadline will be reviewed, scored, and ranked based up the Scoring Criteria below. Incomplete applications will be rejected and will not receive a score or ranking for consideration of funding.

SCORING CRITERIA

AVAILABLE POINTS

- 1) Responds to COVID-19 Public Health Emergency** **20 Available Points**
The proposed program, project, or services responds to an identified need or negative impact of the COVID-19 public health emergency. The applicant has identified how the evidence-based program, service, or other intervention addresses the need or impact. (See Appendix B – from the “CSLFRF Compliance and Reporting Guidance” on evidence-based intervention)
- 2) Risk Assessment** **20 Available Points**
Applicants are expected to demonstrate that they are eligible, capable, and responsible in the management of federal funds. Costs covered by federal awards must be compliant with the terms and conditions of the award, and necessary and reasonable for the completion of the activity of the award. Fiscal and administrative oversight, internal controls, policies, procedures must be clearly documented. Number of years in operation will be considered.
- 3) Equity** **15 Available Points**
The applicant provides a description on how the project aims to reach underserved populations and/or those disproportionately affected by the pandemic.
- 4) Future Model Sustainability & Support** **15 Available Points**
The applicant describes the intended outcome of the project and how project success would be measured. The proposal describes how sustainability can be achieved to continue to develop and provide hybrid service options. The applicant includes a plan for handling ongoing expenses.
- 5) Activity Management & Implementation** **15 Available Points**
Applicants have provided documentation and information showing the goals, objectives, and resources needed to implement the proposed activity are available and ready, and that the commitment for operation and maintenance, where applicable, has been certified. This criterion takes into consideration factors that may accelerate or slow down the ability to implement the activity in a timely manner.
- 6) Cost Reasonableness & Effectiveness** **10 Available Points**
The activity will be evaluated in terms of its impact on the identified need, its implementation costs and budget funding request relative to the financial and human resources. Evaluation will include the cost incurred per person or per unit and the justification for a particular level of funding. Programs that are requesting support of administrative costs can range from 0-15%. Programs that request 10% or below for administrative costs will be awarded 1 additional point in this category.
- 7) Not-for-Profit Preference** **5 Available Points**

Applications will receive five (5) points for non-profit status and (0) points if otherwise.

Certifications and Affirmations

✓	I certify that I am authorized to submit this application on behalf of the applicant agency.
✓	I certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate. I understand that knowingly making a false statement in this application may subject me to criminal prosecution and penalties in accordance with applicable law. I further understand that, if it is determined that any of the requirements of the federal American Rescue Plan Act are found to not be satisfied in connection with my application and/or grant award, the City of South Bay retains the right to seek reimbursement of any disbursed funds.
✓	I affirm that the award and payment of grant funds are subject to the sole and absolute discretion of the City of South Bay City Commission without recourse. By submitting this application, I waive any and all claims related to the City of South Bay ARPA Not-for-Profit/For-Profit Subrecipient Grant Program and specifically agree to indemnify and hold the City, its employees, officers, agents, and representatives harmless from any and all claims which may be in any way related to any City of South Bay ARPA Not-for-Profit/For-Profit Subrecipient Grant Program award, payment, and/or denial.
✓	I affirm that due to the public health emergency with respect to COVID-19, this grant is necessary to respond to the negative impact of COVID-19 and addresses an identified need or impact. If funded, I affirm the applicant agency will continue service operations in the City of South Bay.
✓	I affirm that the tax documents provided in this application are identical to those I have submitted to the Internal Revenue Service.
✓	I certify that my agency was established and operating in the City of South Bay on or before March 1, 2020.
✓	I acknowledge that, if this grant is approved, any amount my agency receives may be considered taxable income by the Internal Revenue Service.
✓	I acknowledge that if this grant application is approved, the City of South Bay may request and I must produce my business records related to use of the grant funds and related business expenditures from the time of grant award through December 31, 2029.
✓	I acknowledge that, if this grant application is approved, my name, my agency name, and my grant award amount may be made public by the City of South Bay.
✓	I acknowledge that, as an applicant for grant funds, my application and any business records related to use of grant funds will be subject to public access in accordance with Florida Sunshine Law.

Applicant Signature: _____

Title: _____

Date: _____

A Pre-Submittal Application Workshop will be held on February 21, 2022 in the City of South Bay City Hall located at 335 SW 2nd Ave, South Bay, FL at 3:00-4:00 P.M. Attendance is encouraged and proof of attendance will be indicated by the agency representative's signature on the attendance sheet provided at the Workshop. **Questions submitted after the Workshop will be posted on the City of South Bay ARPA website with responding answers.** Applicants will not receive personal/direct answers to questions after February 21, 2022.

FY 2022 FUNDING REQUEST

To submit an application, complete A – G, Attachments 1-5 (if applicable) and any other items requested. Do not include any items that are not requested. Submit **Electronic Application ONLY** to Aiyana Bent (arpa@southbaycity.com) City Manager's Office, 335 SW 2nd Ave, South Bay, FL 33493 **by 3:00pm, March 11 2022**. Please review the "Compliance and Reporting Guidance" for assistance with completing the application and reporting requirements. For assistance, please email Aiyana Bent at arpa@southbaycity.com or call 561-996-6751, Monday-Friday, 9:00 am – 4:00 pm. ***If approved for funding, additional information may be requested prior to award.***

A. GENERAL INFORMATION

1. Name of Applicant: _____

☐ Non-profit [Tax ID#: _____] ☐ For-Profit [Tax ID#: _____]

(Check the appropriate box and provide copy of your IRS ruling providing tax exempt status under Section 501(c) (3) of the 1986 IRS Code if you are a non-profit)

Recipients of City of South Bay ARPA award funds will be required to have or obtain a Federal DUNS number (Data Universal Numbering System Number is a unique nine-digit business identifier that is required for applying for any grants from the federal government) per Section B.3.e of the Coronavirus State and Local fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities.

2. Name of Project: _____

3. Area or Location of Project: _____

4. Contact Person/Title: _____

(Preferably Pres. /Director)

Email Address: _____

Additional Contact Person/Title: _____

(Preferably Person responsible for preparing reports)

Alternate Email Address: _____

Mailing Address/Zip: _____

Telephone: _____ Fax: _____

5. Grant Request COMMUNITY ASSESSMENT PRIORITY (Activity Area): (Check all that apply)

(See Appendix A. for eligible uses under each Initiative)

- ☐ Economic Stability and Resilience
- ☐ Housing Affordability and Home Ownership
- ☐ Educational Opportunities and Job Skills Development
- ☐ Healthcare Access and Health Outcomes
- ☐ Criminal Justice and Safety

6. Total Amount of ARPA Funds Requested for Project(s): _____

7. Total Amount of Additional (non-ARPA) Funds for Project(s): _____

Source of Additional Funding: ☐ Cash ☐ In-Kind ☐ Other Grants ☐ Donations
Identify Source of Additional Funding: _____

8. How many years has your organization been in operation? _____

Is this project:

- ☐ A new service; or
- ☐ A quantifiable increase in the level of an existing service which has been provided by the applicant.

9. Has the applicant received State or local government funds in the 12 months preceding the submission of this application for the project(s) for which the applicant is requesting ARPA funds? ☐ Yes ☐ No
If Yes, what is the funding source? _____

10. Could this project occur without these funds? ☐ Yes ☐ No

11. Will this project continue after ARPA funding ends? ☐ Yes ☐ No
If Yes, describe how the applicant will guarantee the sustainability of the project/program after ARPA funds have been spent.

B. PROPOSED PROJECT: Project Description: In three sentences concisely describe your project. This description will be used in future publications should your application be approved. If proposing multiple projects, list each individual project/program and limit the description of each project to three sentences. (Attach separate sheet if necessary).

C. STRATEGY: Check the **COMMUNITY ASSESSMENT PRIORITY** for which you are requesting funding, and enter the eligible program/project, the metric being used to measure success, and the desired outcome of the project/program. (Check all that apply)

√	COMMUNITY ASSESSMENT PRIORITY	PROGRAM/PROJECT	METRIC	DESIRED OUTCOMES
	Economic Stability & Resilience			
	Housing Affordability & Home Ownership			
	Educational Opportunities & Job Skills Development			
	Healthcare Access & Health Outcomes			
	Criminal Justice & Safety			

D. PROJECT SUMMARY Provide a detailed description of the proposed project/activity to be funded, including a plan of action explaining in detail how the agency (and who, specifically) will implement the activity: i.e. intake procedures, required documentation, etc. Describe how this activity relates to the overall organizational structure. Be very specific how the ARPA funds are proposed to be used. (Attach additional sheets if necessary)

Explain how this program fits with your mission. _____

How will it impact your current operation? _____

How does this program mitigate and/or respond to the negative impacts of the COVID-19 public health emergency? _____

Does this program serve a disproportionately impacted population, community, or Qualified Census Tract? Describe population and provide justification. _____

Will program income be generated from this activity? If yes, how will the program income be used? _____

Where will the program take place and is it within the City of South Bay municipal boundaries? _____

Are you working with other organizations in a cooperative effort on the program? If yes, please list the other organizations and their role and responsibilities. _____

Goals/Objectives/Activity Measures:

(Descriptive narrative. For multiple projects, please use separate Goal Sheet for each individual project).

Project/Program Title:

Goal: Objective #1: Resources Needed & Available: Start Date & Duration:
Objective #2 – Resources Needed & Available: Start Date & Duration:
Objective #3 – Resources Needed & Available: Start Date & Duration:
Goal: Objective #1 – Resources Needed & Available: Start Date & Duration:
Objective #2 – Resources Needed & Available: Start Date & Duration:
Objective #3 – Resources Needed & Available: Start Date & Duration:

E. PROJECT BUDGET

Please list applicant's anticipated expenditures, detailing requested funds and additional funding. Please place C=Cash, I=In-Kind, O=Other Grants, D=Donations beside each amount under "Other Project Funds" to denote the type of funds being used. If funding request is for multiple programs/projects, please provide a separate **PROJECT BUDGET** for each program/project and indicate which **COMMUNITY ASSESSMENT PRIORITY** the program/project falls under. (See **Appendix A** for eligible projects/programs under individual **Community Assessment Priorities**)

Project/Program Title:

Line Item	ARPA Funds Requested	Other Project Funds	Total Project Budget
ADMINISTRATION:			
Personnel (#)			
Payroll Taxes			
Employee Benefits			
Office Supplies			
Copy Supplies			
Postage			
Telephone			
Professional Services			
Vehicle Fuel/Mileage			
Other (Insurance, etc.)			
COMMUNITY ASSESSMENT PRIORITY			
Economic Stability & Resilience			
Housing Affordability & Home Ownership			
Educational Opportunities & job Skills Development			
Healthcare Access and Health Outcomes			
TOTALS			

F. APPLICANT INFORMATION: (Provide a brief description of each)

Mission Statement:

Will all ARPA funds awarded be maintained in a manner that they will be accounted for separately and distinctly from other sources of revenue or funding? Provide a brief description of the applicant's policies and procedures that ensure funds will be tracked appropriately. _____

Does the applicant have written policies and procedures? How often are these policies and procedures updated? Provide a brief list of the topics covered in the applicant's policies and procedures. The City of South Bay may request a copy for review during the application and award process or as part of the grant monitoring process. _____

Is the applicant's financial management system able to track actual expenditures and outlays with budgeted amounts for each grant or subgrant? Provide a brief summary of the organization's process for tracking expenditures, including tracking budgeted versus actual amounts. _____

Does the applicant have effective internal controls in place to ensure that federal funds are used solely for authorized purposes? Provide a brief description of the applicant's internal controls that will provide reasonable assurance that the award funds will be managed properly. _____

Does the applicant have a documented records retention policy? If so, briefly describe the policy and confirm that the policy complies with federal regulations. Information on Records Retention and Access can be found at 2 C.F.R § 200.333-200-337. _____

APPLICANT INFORMATION (cont.)

Is the individual primarily responsible for fiscal and administrative oversight of grant awards familiar with the applicable grant management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200)? Provide a short list of the individuals qualifications and experience.

Does the applicant have policies and procedures in place to manage subawards and monitor activities of subrecipients as necessary to ensure that subawards are used for authorized purposes in compliance with laws, regulations, and terms and conditions of the award and that established subaward performance goals are achieved (2 C.F.R. §§200.330-200.332)? Provide a brief description of the organization's policies and procedures on subrecipient monitoring and management. _____

Does the applicant currently require employees to maintain time distribution records that accurately reflect the work performed on specific activities or cost objectives in order to support the distribution of employees' salaries among federal awards or other activities (2 C.F.R. §200.430)? Budget estimates do not qualify as support for charges to federal awards. Provide a brief description of the organization's established timekeeping policies and procedures. _____

Is the project/program an evidence-based intervention with strong or moderate evidence? If yes, please describe the supported causal conclusions and positive findings on outcomes.

APPENDIX B (attached) provides definitions of Strong, Moderate, and Preliminary evidence.

APPENDIX C (attached) denotes areas where subrecipients must report the total funds that are allocated to evidence-based interventions (*) and areas where subrecipients must report on whether projects are primarily serving disadvantaged communities (^).

G. Conflict of Interest

Federal law (24 CFR § 570.611) prohibits persons who exercise or who have exercised any functions or responsibilities with respect to the above grant...or who are in a position to participate in a decision-making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from an assisted activity...either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

1. Is there any member of the applicant's staff, member of the applicant's Board of Directors, or office who currently is or has/have been within one year of the date of this application a City employee, or a member of the City Commission?

_____ Yes

_____ No

If yes, please list names: _____

2. Is there any member of the applicant's staff, member(s) of the Board of Directors, or officer(s) who are business partners or immediate family of a City employee, or a member of the City Commission?

_____ Yes

_____ No

If yes, please list names: _____

3. Will the funds requested by the applicant be used to pay the salaries of any of the applicant's staff or award a subcontract to any individual who is or has been within one year of the date of this application a City employee, or a member of the City Commission?

_____ Yes

_____ No

If yes, please list names: _____

The applicant certifies to the best of his/her knowledge and belief that the data in this application is true and correct and that the filing of the application has been duly authorized by the governing body of the applicant (if applicable) and that the applicant will comply with all the requirements of this grant if the application is approved.

Name: _____ Signature: _____

Title: _____ Date: _____

Name: _____ Signature: _____

Title: _____ Date: _____

H. Drug Free Workplace Certification

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against an employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in section (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employees will
Abide by the terms of the statement and will notify the employee of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or if and controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature of Respondent

Witness

APPENDIX A – Eligible Uses

The following is not an exhaustive list of potential projects or programs, but are provided as examples of eligibility, based upon the City of South Bay salified Public Survey Response. Any questions regarding eligibility of projects or programs, please contact Aiyana Bent, ARPA Pathway Navigator [at arpa@southbaycity.com](mailto:arpa@southbaycity.com) .

COMMUNITY ASSESSMENT PRIORITIES	ELIGIBLE PROJECTS/PROGRAMS
Economic Stability & Resilience	• Small business grants and loans • Target hardest hit industries, ex. fishing and art industries • Supporting businesses that did not qualify for federal programs • Technical assistance support • Job training assistance • Direct payments to households • Food assistance • Prioritize low-to-moderate income families
Housing Affordability & Home Ownership	• Rental and mortgage assistance • Affordable housing • Utility assistance • Housing counseling • Home rehabilitation • Homelessness services
Educational Opportunities & Job Skills Development	• Broadband infrastructure • Internship and mentorship programs • Literacy programs • Art/Enrichment programs • Prioritizing children that experienced at-home learning challenges • Entrepreneurship training
Healthcare Access and Health Outcomes	• Mental health services • Vaccine programs • Supporting Physical Education programs at schools • Public Health Clinics • Childcare • Home visiting programs • Substance and domestic abuse • Community health workers

APPENDIX B - Evidenced-Based Intervention Additional Information

What is evidence-based?

For the purposes of the SLFRF, evidence-based refers to interventions with strong or moderate evidence as defined below:

Strong evidence means the evidence base that can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

Moderate evidence means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more nonexperimental studies with positive findings on one or more intended outcomes. Examples of research that meets the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e., a similar population that does not receive the intervention).

Preliminary evidence means that the evidence base can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least one nonexperimental study. A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; and (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

Coronavirus State and Local Fiscal Recovery Funds
Compliance and Reporting Guidance

APPENDIX C – Expenditure Categories (For Treasury Reporting)

The Expenditure Categories (EC) listed below must be used to categorize each project for Quarterly Reporting to the US Treasury. The term "Expenditure Category" refers to the detailed level (e.g., 1.1 COVID-19 Vaccination). When referred to at the summary level (e.g., EC 1) it includes all Expenditure Categories within that summary level. For example, EC 1 at the summary level is Public Health.

(*) Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details)

(^) Denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities (see Project Demographic Distribution section above for details)

Public Health Public Health

1.1 COVID-19 Vaccination ^

1.2 COVID-19 Testing ^

1.3 COVID-19 Contact Tracing

1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.) *

1.5 Personal Protective Equipment

1.6 Medical Expenses (including Alternative Care Facilities)

1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency

1.8 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)

1.9 Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19

1.10 Mental Health Services*

1.11 Substance Use Services*

1.12 Other Public Health Services

Negative Economic Impacts Negative Economic Impacts

2.1 Household Assistance: Food Programs* ^

2.2 Household Assistance: Rent, Mortgage, and Utility Aid* ^

2.3 Household Assistance: Cash Transfers* ^

2.4 Household Assistance: Internet Access Programs* ^

2.5 Household Assistance: Eviction Prevention* ^

2.6 Unemployment Benefits or Cash Assistance to Unemployed Workers*

2.7 Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives) * ^

2.8 Contributions to UI Trust Funds

2.9 Small Business Economic Assistance (General)* ^

2.10 Aid to Nonprofit Organizations*

2.11 Aid to Tourism, Travel, or Hospitality

2.12 Aid to Other Impacted Industries

2.13 Other Economic Support* ^

2.14 Rehiring Public Sector Staff

Services to Disproportionately Impacted Communities Services to Disproportionately

3.1 Education Assistance: Early Learning* ^

3.2 Education Assistance: Aid to High-Poverty Districts ^

- 3.3 Education Assistance: Academic Services ^
- 3.4 Education Assistance: Social, Emotional, and Mental Health Services ^
- 3.5 Education Assistance: Other* ^
- 3.6 Healthy childhood environments: Child Care* ^
- 3.7 Healthy Childhood environments Home Visiting* ^
- 3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^
- 3.9 Healthy Childhood Environments: Other* ^
- 3.10 Housing Support: Affordable Housing* ^
- 3.11 Housing Support: Services for Unhoused Persons* ^
- 3.12 Housing Support: Other Housing Assistance* ^
- 3.13 Social Determinants of Health: Other* ^
- 3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
- 3.15 Social Determinants of Health: Lead Remediation ^
- 3.16 Social Determinants of Health: Community Violence Interventions* ^

Administrative

- 7.1 Administrative Expenses
- 7.2 Evaluation and Data Analysis
- 7.3 Transfers to Other Units of Government
- 7.4 Transfers to Non-entitlement Units (States and territories only)

Coronavirus State and Local Fiscal Recovery Funds
Compliance and Reporting Guidance



INFORMATION CHECKLIST FOR ARPA PARTNERSHIP SUBRECIPIENT FUNDING

DEFINITIONS

Subawards: Each recipient (the City) of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) shall provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, **and direct payments** made by the recipient that are greater than or equal to \$50,000. ([CSLFRF Compliance and Reporting Guidance](#). [US Treasury Department](#))

Subrecipients: A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. The subrecipient has its performance measured in relation to whether objectives of a Federal program were met; has responsibility for programmatic decision-making; is responsible for adherence to applicable Federal program requirements specified in the Federal award; and in accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in the American Rescue Plan Act (ARPA). ([2 CFR § 200.331 Subrecipient and contractor determinations](#))

REQUIRED INFORMATION

Information required from ALL Sub-recipients:

- Subrecipient identifying and demographic information (e.g., [DUNS number and location](#))
- Award amount, and description of project
- Project budget ([include identification of any administrative costs](#))
- Award payment method ([reimbursable or lump sum payment\(s\)](#). If requesting lump sum payment, please provide reason)
- Primary place of performance
- Period of performance [start date](#)
- Project status (not started, completed less than 50%, completed 50% or more, completed)
- Period of performance [end date](#)
- Additional programmatic performance indicators for select Expenditure Categories. *
- Compliance with Title VI of the Civil Rights Act of 1964 (on an annual basis)

Questions to be answered by ALL Subrecipients:

- How does this program mitigate and/or respond to the negative impacts of the COVID-19 public health emergency?
- Does this program serve a disproportionately impacted population, community, or Qualified Census Tract?
- Will program income be generated from this activity? If yes, how will the program income be used?



INFORMATION CHECKLIST FOR ARPA PARTNERSHIP SUBRECIPIENT FUNDING

- What are the Goals and Objectives of the program? Please provide program metrics and desired outcomes.

For Schools K-12:

- Provide the National Center for Education Statistics (“NCES”) School ID. The Palm Beach County School District ID is necessary only if all schools within the School District is receiving assistance (funding).
- If not part of the Palm Beach County School District, provide EIN/Tax ID and copy of Articles of Incorporation. (Charter schools or private schools not affiliated with a School District).

Accredited Colleges and Universities

- May submit just their EIN/Tax ID.

*** Under Education Assistance (EC 3. 1-3.5):**

If providing Education Assistance for the following categories, identify the amount of total funds that are being allocated to evidence-based interventions and whether projects are primarily serving disadvantaged communities:

- Early Learning
- Academic Services
- Social, Emotional, and Mental Health Services
- Other
- Aid to High-Poverty Districts (only demographic information is required)

*** Under Small Business Economic Assistance (EC 2.9):**

- Identify the amount of total funds that are being allocated to evidence-based interventions.
- Identify whether projects are primarily serving disadvantaged communities.



City of South Bay

South Bay City Hall
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South Bay, FL 33493
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www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Natalie Malone

Burnadette Norris-Weeks
City Attorney

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: February 10, 2022
Ref: Weekly check register

Enclosed, please find the summary of check register as of February 10, 2022:

General Fund

• Utility:	
Comcast	\$ 489.70
FPL	5,860.61
PBC Water	2,686.13
• United Health	11,446.67
• Coastal network	1,500.00
• Marathon	1,859.97
• Rosenwald Elementary School	2,600.00
• Purchased of supplies, materials and parts	2,731.35
• Payment for various services	4,522.36
• Payroll deductions	3,737.35
• Other	680.00
Total	<u>\$ 38,114.14</u>

Sanitation Fund

Waste Management	<u>\$ 28,815.65</u>
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Capital Project Fund

CAP Government	<u>\$ 2,105.00</u>
Total	<u>\$ 2,105.00</u>

"An equal Opportunity
Affirmative Action Employer"

AP Check Register Report

City Of South Bay (CSBFND)

1/28/2022 11:10:35 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14029	AFLAC	AFLAC	1/28/2022	1,456.01	C
14030	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	1/28/2022	1,326.30	L
14031	FLORIDA PUBLIC HUMAN	FLORIDA PUBLIC HUMAN RESOURCES ASSOCIATIO	1/28/2022	55.00	D
14032	IAMAW	IAMAW	1/28/2022	242.08	C
14033	LIBERTY NATIONAL	LIBERTY NATIONAL	1/28/2022	325.96	L
14034	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	1/28/2022	339.97	A
14035	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	1/28/2022	410.00	B
14036	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	1/28/2022	599.63	C
14037	ST. JUDE PLACE	ST. JUDE PLACE	1/28/2022	40.00	L
14038	UNITED HEALTH CARE	UHS PREMIUM BILLING	1/28/2022	11,446.67	
14039	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	1/28/2022	97.00	C
Non-Electronic Transactions:				16,338.62	
Total Transactions:				16,338.62	

AP Check Register Report

City Of South Bay (CSBFND)

2/1/2022 2:08:39 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14040	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	2/1/2022	83.97 A
Non-Electronic Transactions:				83.97
Total Transactions:				83.97

AP Check Register Report

City Of South Bay (CSBFND)

2/2/2022 2:33:46 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14041	1028	MOMMY & ME CRAFTING CORNER	2/2/2022	550.00
14042	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	2/2/2022	2,600.00
Non-Electronic Transactions:				3,150.00
Total Transactions:				3,150.00

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14043	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	2/2/2022	250.00
Non-Electronic Transactions:				250.00
Total Transactions:				250.00

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14044	ALLY	ALLY	2/4/2022	725.70	B
14045	AMAZON CAPITAL SERVIC	AMAZON CAPITAL SERVICES	2/4/2022	122.17	A
14046	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	2/4/2022	1,500.00	
14047	COMCAST	COMCAST	2/4/2022	161.35	
14048	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	2/4/2022	368.26	A
14049	FPL	FPL	2/4/2022	5,860.61	
14050	JLH ASSOCIATES	JLH ASSOCIATES	2/4/2022	750.00	B
14051	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	2/4/2022	1,663.66	L
14052	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	2/4/2022	740.00	
14053	MARATHON/MEX BANK	WEX BANK	2/4/2022	1,859.97	
14054	MY DOCTOR	MARTIN T. HARLAND DO	2/4/2022	75.00	D
14055	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	2/4/2022	721.55	A
14056	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	2/4/2022	2,683.13	
14057	SEASON TO SEASON, LL	SEASON TO SEASON, LLC	2/4/2022	230.00	B
14058	WALMART (CAPITAL ONE	CAPITAL ONE	2/4/2022	495.80	A
				Non-Electronic Transactions:	17,963.20
				Total Transactions:	17,963.20

AP Immediate Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14059	COMCAST	COMCAST	2/4/2022	323.35
Totals:			Total Transactions:	323.35

AP Check Register Report
City Of South Bay (CSBFND)

2/4/2022 10:34:37 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
225	CAP GOVERNMENT	CAP GOVERNMENT	2/4/2022	2,105.00
Non-Electronic Transactions:				2,105.00
Total Transactions:				2,105.00

AP Check Register Report

City Of South Bay (CSBFND)

1/28/2022 2:43:46 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
270	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	1/28/2022	5,678.70
Non-Electronic Transactions:				5,678.70
Total Transactions:				5,678.70

AP Check Register Report

City Of South Bay (CSBFND)

2/4/2022 10:24:58 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
271	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	2/4/2022	23,136.96
Non-Electronic Transactions:				23,136.96
Total Transactions:				23,136.96