

RESOLUTION NO. 82-12-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN FOR THE AWARD OF CARES ACT FUNDS TO THE TOWN.

WHEREAS, Section 163, Florida Statutes (Florida Interlocal Cooperation Act of 1969) as amended, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and

WHEREAS, Part 1 of Chapter 163, Florida Statute permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege or authorization which such agencies share in common and which each might exercise separately; and

WHEREAS, The Town desires to seek reimbursement under the PBC CARES Act for eligible expenditures as outlined under the PBC CARES ACT REIMBURSEMENT PROGRAM; and

WHEREAS, the County and the Town have determined it to be beneficial for the County to be able to provide PBC CARES ACT funding either in whole or in part for eligible expenditures by the Town of Lake Park from March 1, 2020, through October 31, 2020, for COVID-19 virus expenditures; and

WHEREAS, such eligible expenditures by category include the following categories; Testing, Public Information, Safety Equipment, PPE, and Technology; and

WHEREAS, the PBC CARES ACT REIMBURSEMENT PROGRAM requires municipalities to include in the submittal to the County an activity report, which includes an excel spreadsheet of the total amount of all previous reimbursement requests and the total amount of funds requested in this current reimbursement request for each reimbursement category; and

WHEREAS, the Town Manager recommends approval of the Interlocal Agreement between the Town of Lake Park and Palm Beach County.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to sign the Interlocal Agreement between Palm Beach County and the Town of Lake Park.


Section 3. This Resolution shall be effective upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

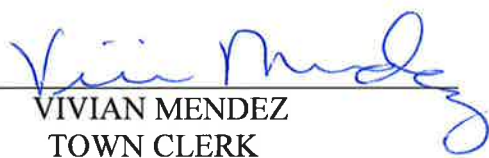
	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER JOHN LINDEN	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution No. 82-12-20 duly passed and adopted this 2 day of December, 2020.

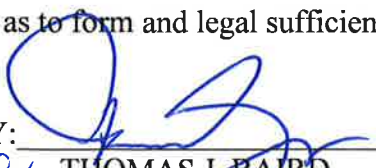
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
for THOMAS J. BAIRD
TOWN ATTORNEY



INTERLOCAL AGREEMENT

This Interlocal Agreement is hereby entered into as of the 2nd day of **December 2020**, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and the TOWN of Lake Park Florida a municipality located within Palm Beach County, hereinafter referred to as TOWN.

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared that a public health emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency for the State of Florida as a result of COVID-19; and

WHEREAS, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, COUNTY declared a State of Emergency as a result of COVID-19, and the declaration has been extended through and beyond this date in accordance with applicable law; and

WHEREAS, the COUNTY has received CARES ACT funds from the federal government for the procurement of COVID-19 related goods and services; and

WHEREAS, the TOWN has made expenditures for COVID-19 related goods and services that have not been and are not going to be reimbursed from any CARES ACT funds or other grants or donations; and

WHEREAS, Palm Beach County has determined that it is in the public's best interest to reimburse the TOWN for their procurement and expenditure of COVID-19 related goods or services with CARES ACT funds received by the COUNTY; and

WHEREAS, the COUNTY has created a Municipal CARES ACT Reimbursement Program for the benefit of the TOWN and the general public; and

WHEREAS, COUNTY and TOWN desire to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as hereinabove specified and as follows:

I. PURPOSE

The purpose of this Interlocal Agreement ("Agreement") is for the COUNTY to reimburse the TOWN for their procurement and expenditure for COVID-19 related goods or services in accordance with the Municipal CARES ACT Reimbursement Program ("Program"), which is attached hereto and incorporated herein as "Attachment A".

II. CONTRACT REPRESENTATIVES

The COUNTY'S representatives during the performance of this Agreement shall be Todd Bonlarron, Assistant County Administrator, telephone number (561) 355-4019 and Ed Chase, Intergovernmental Affairs Director, telephone number (561) 355-6266.

The TOWN's representatives during the performance of this Agreement shall be Lourdes Cariseo, Finance Director.

III. COMMENCEMENT OF INTERLOCAL AGREEMENT

This Agreement shall commence upon execution by both parties and shall terminate on December 31, 2020.

IV. RESPONSIBILITIES OF TOWN

The TOWN must fully comply with the COUNTY's Program as described below, including the requirements of Attachment A.

- A. All expenditures for which the TOWN will be seeking reimbursement from the COUNTY must have been made as a result of the COVID-19 virus and must have been procured and paid for between and including March 1, 2020 and October 31, 2020.
- B. All expenditures for which the TOWN will be seeking reimbursement from the COUNTY must not have been included in the TOWN's most recent budget approved prior to March 1, 2020.
- C. On or before December 1, 2020, the TOWN shall provide COUNTY with appropriate documentation, an executed Municipal CARES ACT Reimbursement Certification, and an Invoice Activity Report for all eligible items for which the TOWN is seeking reimbursement from COUNTY. The Invoice Activity Report is attached hereto and incorporated herein as "ATTACHMENT B".

V. PAYMENTS

Reimbursement made by the COUNTY to the TOWN under the Program will be provided based on the overall amount of funds requested relative to allocated and available COUNTY CARES ACT funds.

- A. If a TOWN receives CARES ACT funds from the COUNTY and the expenses are denied by the federal government, the TOWN shall reimburse the COUNTY for the CARES ACT funds received for the denied expenditure.
- B. If a municipality receives funding for expenses previously reimbursed with COUNTY CARES ACT funds, the TOWN shall reimburse the COUNTY for the CARES ACT funds received for those expenditures.
- C. Any and all payments made by the COUNTY to the TOWN under the Program are subject to availability of CARES Act funds.

RESPONSIBILITIES OF THE COUNTY

COUNTY shall review all eligible expenditures and documentation submitted by TOWN for the purpose of reimbursement. COUNTY shall reimburse TOWN for all eligible expenditures on or before December 30, 2020 or provide written denial of submitted expenditures for reimbursement.

VI. TERMINATION

Each Party may terminate this Agreement by serving a minimum fourteen (14) days prior written notice to the other Party.

VIII. PERSONNEL

TOWN ensures that its personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services described herein shall be performed by, or under the supervision of TOWN. TOWN shall ensure that all personnel engaged in performing the services set forth herein shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

IX. INSURANCE/INDEMNIFICATION

TOWN acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that it is self-insured for general liability and automobile liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. User's self-insurance shall be primary with respect to any coverage maintained by the County.

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each party covenants to maintain sufficient general liability and workers' compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

TOWN further agrees, to the extent allowed by law and without waiving the right to sovereign immunity, to indemnify and holds harmless the Federal Government, its employees and/or contractors; the State of Florida, Division of Emergency Management, its employees and/or contractors from liability to third parties for claims asserted under this Agreement. This section shall survive the termination of this Agreement.

X. SUCCESSORS AND ASSIGNS

The COUNTY and TOWN each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor TOWN shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

XI. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or TOWN.

XI. CONFLICT OF INTEREST

TOWN represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. TOWN further represents that no person having any such conflict of interest shall be employed for said performance of services.

TOWN shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that may be undertaken and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by TOWN. The COUNTY agrees to notify TOWN of its opinion as soon as is reasonably possible. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by TOWN, the COUNTY shall so state in the notification and TOWN shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided under the terms of this Agreement.

XIII. ARREARS

TOWN shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. TOWN further warrants

and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

XIV. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by TOWN and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

XV. AUTHORITY TO PRACTICE

TOWN hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

XVI. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

XVII. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

XVIII. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

If sent to TOWN, notices shall be addressed to:

Lourdes Cariseo, Finance Director

535 Park Avenue

Lake Park, Florida, 33403

XIX. ENTIRETY OF AGREEMENT

The COUNTY and TOWN agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

XX. REGULATIONS; LICENSING REQUIREMENTS

The COUNTY and TOWN shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion, and any other federal requirement now in effect or imposed in the future that apply to this Agreement. The COUNTY and TOWN are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

XXI. COUNTERPARTS

This Agreement, including any exhibits that may be referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. TOWN shall execute by manual means only, unless the COUNTY provides otherwise.

XXII. PUBLIC RECORDS, ACCESS AND AUDITS

TOWN shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or

annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at TOWN's place of business. Exceptions include:

1. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When the COUNTY has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
3. Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition*.
4. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the COUNTY.

IF TOWN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TOWN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

TOWN shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507 and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions, including OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement.

XXIII. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

XXIV. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. TOWN, if prime subcontracts are to be let, shall take the Affirmative Steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

XXV. CONFLICT OF INTEREST/GIFT POLICY

Conflict of Interest/Gift Policy.

1. **CONFLICT OF INTEREST:** Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the TOWN may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a TOWN contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.

2. **ORGANIZATIONAL CONFLICT OF INTEREST:** If the vendor has a parent, affiliate, or subsidiary organization that is not a state government, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

GIFT POLICY: Notwithstanding any provision of the Ethics Code, no vendor or TOWN shall offer and no officer, employee, or agent of the COUNTY shall solicit or accept gratuities, favors, or anything of monetary value from TOWN or sub-providers

XXVI. INDEPENDENT PROVIDER RELATIONSHIP

TOWN is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Provider and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to TOWN's sole direction, supervision, and control. TOWN shall exercise control over the means and manner in which it and its employees perform the work, and in all respects TOWN's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Provider and not as employees or agents of the COUNTY. TOWN does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement.

XXVII. CONTINGENT FEE

TOWN warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for TOWN, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for TOWN, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

XXVIII. NON-DISCRIMINATION

1. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, TOWN warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
2. Equal Employment Opportunity. During the performance of this Agreement, TOWN agrees as follows:

TOWN will comply with all applicable federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 - 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscriminat

basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. TOWN shall comply with the Drug Free Workforce Act of 1988.

XXIX. DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a proposal on a contract to provide goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; submit proposals on leases of Real Property to a public entity; award or perform work as a vendor, supplier, sub-provider, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

XXX. DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension" (Attachment C) is required at time of response submission. Upon request, TOWN agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-Providers and sub-consultants after Contract award. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such TOWN is required to verify that none of TOWN, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.935). TOWN must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that TOWN did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and COUNTY as sub-grantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. SCHOOL BOARD must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. TOWN further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXI. FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

XXXII. SCRUTINIZED COMPANIES

1. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, sub-providers and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

2. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, sub-providers and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to

F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by TOWN, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal.

XXXIII. MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work or Program, including alterations, reductions therein, or additions thereto. Upon receipt by TOWN of the COUNTY's notification of a contemplated change, TOWN shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect TOWN's ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs, in writing, TOWN shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment, and TOWN shall not commence work on any such change until such written amendment is signed by TOWN and approved and executed on behalf of Palm Beach County.

XXXIV. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

TOWN agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

TOWN agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

TOWN agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance money.

XXXV. SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

XXXVI. MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

TOWN is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

XXXVII. PROCUREMENT OF RECOVERED MATERIALS

TOWN is to provide COUNTY with those goods designated by the Environmental Protection Agency ("EPA"), at 40 C.F.R. 247 – 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 *or* where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

XXXVIII. PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

TOWN acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to TOWN's actions pertaining to this contract. (31 U.S.C. Chapter 38).

XXXIX. FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from TOWN or sub-provider under the Agreement. (31 U.S.C. 3729).

XL. HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the contract must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, TOWN shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

XLI. DRUG-FREE WORKPLACE

TOWN shall implement and maintain a drug-free workplace program of at least the following items:

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 employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the TOWN'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Contract, the employee will abide by the terms of the statement and will notify the TOWN of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

XLII. AMERICANS WITH DISABILITIES (ADA)

TOWN shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

IN WITNESS WHEREOF, the County Administrator, on behalf of the COUNTY, and TOWN have executed this Agreement on the day and year written above.

PALM BEACH COUNTY, FOR ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Verdenia C. Baker, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Todd J. Bonlarron, Assistant County Administrator

IN WITNESS WHEREOF, the County Administrator, on behalf of the COUNTY, and TOWN have executed this Agreement on the day and year written above.

WITNESS:

Vivi Mendez
Signature

Vivian Mendez
Name (type or print)

TOWN OF

[Signature]
Signature

Michael O'Rourke
Name (type or print)

Mayor
Title

Attachment A

Municipal CARES ACT Reimbursement Program

Purpose of the Program: This Program is designed to reimburse municipalities in Palm Beach County (“PBC”) that have made certain expenditures related to COVID-19. For reimbursement by PBC, the municipalities must not have previously received reimbursement from the Coronavirus Aid, Relief, and Economic Security Act (“CARES ACT”) for those expenditures and must not have previously received grant funds or donations for those expenditures.

Allocation for the Program: CARES ACT funding will be provided for this Program in an amount to be determined based on a percentage of allocated and available PBC CARES ACT funds.

Assistance Offered: Municipalities must submit their funding reimbursement requests to PBC in accordance with the rules of the Program; and, reimbursements will be provided based on the overall amount of funds requested relative to allocated and available PBC CARES ACT funds.

Eligibility:

- All 39 municipalities located in PBC are eligible to receive CARES ACT funding under this Program; and
- All expenditures must be related to the COVID- 19 virus and must have occurred between March 1, 2020 and ending October 31, 2020; and
- All COVID-19 related expenditures must not have been included in your municipality’s budget; and
- All requests for funding must be submitted to the PBC with appropriate backup documentation no later than December 1, 2020.
- Please note that if a municipality receives CARES ACT funds from PBC and the expenses are denied by the federal government, the municipality shall reimburse PBC for the CARES ACT funds received. Further, if a municipality receives funding for expenses previously reimbursed with PBC CARES ACT funds, the municipality shall reimburse PBC for the CARES ACT funds received.

Eligible Reimbursement Categories: Only the following COVID-19 related goods or services are eligible municipal expenditures for reimbursement with CARES ACT funding under the Program:

Testing:

- Testing Kits
- Infrastructure related to testing locations

Public Information:

- Signage for indoor security, sanitization and social distancing guidelines
- Signage for facility and park closures, electronic signage
- Rental items for closure instruction and security; signage, barricades and barriers

Safety Equipment:

- Touchless conversion equipment
- Plexiglas dividers and installation
- Disinfectant sprayers and fogger equipment and supplies

PPE:

- Masks, gloves
- Sanitizer, sanitizer stations, wipes
- Face shields
- First-responder PPE, testing or other eligible items

Technology:

- Laptops and printers purchased for remote employee workstations related directly to COVID-19
- Monitors, screens and other equipment used remotely or for social distancing at facilities
- VPN expenses for remote workers
- Zoom, WebEx and other licenses purchased specifically for virtual public meeting use

Required Documents Required for EACH Reimbursement Request

- Municipality must submit a fully executed invoice, the applicable purchase order or contract, a receipt marked "Paid" or cancelled check or another financial document that shows receipt and payment of the COVID 19 related expenditure.

Each submitted invoice must include a detailed breakdown of the costs incurred within each eligible reimbursement category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying each invoice must be an executed Coronavirus Relief Fund Certification and Invoice activity report:

1. A completed Municipal CARES ACT Reimbursement Certification:

- An individual authorized to submit reimbursement requests on behalf of the local government must certify by signing the attached Local Government Coronavirus Relief Funds Certification signifying that the items and costs listed therein are eligible expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 1, 2020, and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act.

2. A completed Invoice Activity Report (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF, and include the total amount of all previous reimbursement requests and the total amount of funds being requested in the current reimbursement request for each eligible reimbursement category.

- Include a detailed breakdown of the individual eligible expenditures reported by each eligible reimbursement category.

- Include a brief description of the use of the funds being requested for each eligible reimbursement category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency.

Incomplete or improperly prepared submissions may result in review and payment delays or denials. Municipalities shall maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate Program records, and making them accessible to PBC upon request.

Justification

- To support municipalities that have been affected by COVID-19 and have had limited funding options to cover expenditures relating to the COVID-19 pandemic.

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- Completed applications will be processed in the order that they are received.

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MUNICIPAL CARES ACT REIMBURSEMENT CERITIFICATION

I, **Michael O'Rourke** am the **Mayor** of **Town of Lake Park,**
(First name, Last Name) (Administrative Title) (Municipal Name)

and I certify that:

1. I have the authority and approval from the governing body on behalf of the Municipality to request reimbursement from Palm Beach County ("PBC") per contract number **561-881-3300** from the allocation of Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding invoice voucher for report period **March 1, 2020 – October 31, 2020.**

2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between PBC and the Municipality may become necessary.

3. I understand PBC will rely on this certification as a material representation in processing this reimbursement.

4. I certify the use of funds submitted for reimbursement under the PBC Municipal CARES ACT Reimbursement Program were used to cover only those costs that:

a. Are eligible expenditures as defined by the PBC Municipal CARES ACT Reimbursement Program; and

b. Were not accounted for in the municipal budget most recently approved prior to March 1, 2020; and

c. Were incurred during the period that begins on March 1, 2020 and ends on October 31, 2020.

5. I understand that the use of funds pursuant to this certification must adhere to the official guidance issued under the PBC Municipal CARES ACT Reimbursement Program on what constitutes an eligible expenditure. We have reviewed the guidance established by the U.S. Department of Treasury and PBC and certify that the costs meet the required guidance. Any funds expended by the municipality in any manner that does not adhere to official federal or local guidance shall be returned to PBC, and any funds denied by the US Treasury must be remitted back to PBC by the municipality.

6. I understand the municipality receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with 2 CFR S 200.333 *Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidelines). Such documentation may be subject to audit by the County Internal Auditor, PBC Inspector General and/or Federal Inspector General.

7. I understand any funds provided pursuant to this certificate cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

8. I understand funds received pursuant to this certification cannot be used for expenditures for which the municipality has received any other COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements herein are true and correct to the best of my knowledge.

Michael O'Rourke

Printed Name

Mayor

Title



Signature

December 2, 2020

Date

ATTACHMENT B

INVOICE ACTIVITY REPORT

Municipality:

Vendor	Invoice #	Amount Paid	Description
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(The invoice activity report template will be forwarded to you as an Excel document.)

Municipality:

TOWN OF LAKE PARK

	Vendor	Invoice #	Amount Paid	Description
111	WILSON-ROWAN LOCKSMITH	65677	1500.00	LOBBY DOOR LOCK
47	CINTAS CORPORATION	4049121129-1	105.00	;FOAM HAND SNT SVC-COVID-19
26	BUSINESS CARD	1599APR-2020	49.98	ADAPTERS-COVID-19
61	CUSTOM CLEANING	12006	1176.67	ADDITIONAL CLEANING/COVID-19/PBSO & PUBLIC WORKS
59	CUSTOM CLEANING	11914	1176.67	ADDITIONAL CLEANING/JUL-AUG AT PUBLIC WORKS & PBSO
10	BUSINESS CARD	0431JUL-2020	2199.00	ADULT PM2.5 ACTIVATED CARBON FILTER 5 LAYERS REPLACEMENT ANTI HAZE FILTER PAGER
31	BUSINESS CARD	1599AUG-2020	239.95	AMAZON/CAMERA/MIC FOR MEETING
32	BUSINESS CARD	1599JUL-2020	207.95	AMAZON/CAMERA/MIC FOR MTG
43	BUSINESS CARD	9019APR-2020	21.12	AMAZON/HAND SANITIZER
33	BUSINESS CARD	1599SEPT-2020	263.94	AMAZON/MIC FOR MEETING
22	BUSINESS CARD	0431JUN-2020	17444.73	AMAZON-COVID-19 VARIOUS PPE
18	BUSINESS CARD	0431JUL-2020	131.94	AMAZON-REPLACEMENT PARTS, ACTIVE CARBON FILTERS FOR MESH OR NEOPRENE MASKS
17	BUSINESS CARD	0431JUL-2020	499.50	ARESTECH SPORTS MASK QUANTITY 50
42	BUSINESS CARD	8363APR-2020	136.91	BEST BUY/MICE FOR LAPTOPS-COVID-19
94	SOUTH FLORIDA JANITORIAL	359583	47.55	BLEACH FOR DISENFECTING
98	UNIVERSAL MINUTEMAN	31203	804.09	BUSINESS ASSISTANCE LETTER
96	UNIVERSAL MINUTEMAN	31114	1059.77	BUSINESS ASSISTANCE MAIL-OUTS PLUS POSTAGE
64	DELL MARKETING	10429406422	343.95	CAMERA FOR LARGE TV FOR MEETINGS
71	JADE COMMUNICATIONS	10026801	801.08	CAT6 CABLES FOR TEMPERATURE TERMINAL IN TOWN HALL HALLWAY
73	LAWSON PRODUCTS	9307589517	784.73	CD FACE MASKS
110	VERTEKS CONSULTING	167322	75.00	CDD PHONES-COVID
97	UNIVERSAL MINUTEMAN	31154	2722.46	CENSUS REMINDER MAILOUT
65	EXPOSE YOURSELF	62975	677.00	CHAIR DIVIDERS-COVID-19
101	VERTEKS CONSULTING	163758	150.00	CHANGE EXTENSION-COVID-19
109	VERTEKS CONSULTING	166679	150.00	CHANGE MESSAGE IN CDD/COVID
105	VERTEKS CONSULTING	165038	75.00	CHANGE PHONE MESSAGE @ MARINA
103	VERTEKS CONSULTING	164455	150.00	CHG MARINA VOICEMAIL MESSAGE/COVID-19
87	QUILL CORPORATION	9591692	19.96	CLOROX DISINFECTANT WIPES
88	QUILL CORPORATION	9857732	19.96	CLOROX WIPES
104	VERTEKS CONSULTING	164456	75.00	CONFIGURE LIBRARY VOICEMAIL/COVID-19
100	VERTEKS CONSULTING	163752	225.00	CONFIGURING PHONES-COVID-19
57	CUSTOM CLEANING	11910	1176.67	COVID CLEANING SRV/JUN 6-JUL 5 2020
56	CUSTOM CLEANING	11790	1176.67	COVID CLEANING/MAY 6-JUN 5 2020/PBSO & PUBLIC WORKS
90	SIGNS OF PROGRESS	9051	65.00	COVID-19 SIGNS
55	CUSTOM CLEANING	11788	8223.00	DISINFECT SRVS/JUN 2020
60	CUSTOM CLEANING	12004	8858.00	DISINFECT TOWN LOCATIONS/AUG 2020
58	CUSTOM CLEANING	11911	10739.00	DISINFECTION CONTROL SRVS-CRA
54	CUSTOM CLEANING	11729	8608.00	DISINFECTION SRVS-COVID-19
35	BUSINESS CARD	5976JUL-2020	403.72	DISPLAY2GO-SOCIAL DISTANCE FLOOR STICKERS
36	BUSINESS CARD	5976JUL-2020	137.46	DISPLAYS2GO/BLUE STANCHION
37	BUSINESS CARD	5976JUL-2020	383.57	DISPLAYS2GO-SOCIAL DISTANCE FLOOR STICKERS
72	LAWSON PRODUCTS	9307582496	366.34	DISPOSABLE FACE MASKS-COVID-19
66	GRAINGER	9540663334	207.30	DISPOSABLE GLOVES/COVID-19

78	LOWE'S	2442	15.16	DURACELL BATTERIES
11	BUSINESS CARD	0431JUL-2020	116.90	DUST FACE COVER WITH FILTERS
24	BUSINESS CARD	0431SEPT-2020	189.80	FACE COVERS
5	AMAZON CAPITAL	1YGY-NXFG-C4JM;	50.97	FACE MASK DISPENSERS
25	BUSINESS CARD	0431SEPT-2020	141.60	FACE MASKS
85	QUILL CORPORATION	7223444	95.98	FACE MASKS
83	QUILL CORPORATION	7079517	50.96	FACE MASKS/COVID-19
50	CINTAS CORPORATION	4051021604-1	105.00	FOAM HAND SANITIZER SRV-COVID-19
45	CINTAS CORPORATION	4047967228-1	105.00	FOAM HAND SNT SRV/COVID-19
46	CINTAS CORPORATION	4048588004-1	105.00	FOAM HAND SNT SRV-COVID-19
48	CINTAS CORPORATION	4049724062-1	105.00	FOAM HAND SNT SRV-COVID-19
51	CINTAS CORPORATION	4051665979-1	105.00	FOAM HAND SNT SRV-COVID-19
49	CINTAS CORPORATION	4050417942-1	105.00	FOAM HAND SNT SVC-COVID-19
52	CINTAS CORPORATION	4052223361-1	105.00	FOAM HAND SNT SVC-COVID-19
99	VERTEKS CONSULTING	163739	150.00	FURTHER CHANGES/COVID-19
84	QUILL CORPORATION	7079545	50.96	HAND SANITIZER
69	HOME DEPOT PRO	553620733	478.80	HAND SANITIZER REFILLS-COVID-19
74	LAWSON PRODUCTS	9307617145	858.80	HAND SANITIZER WIPES
3	AMAZON CAPITAL	173M-LMNG-7H6;	605.82	HAND SANITIZER-COVID-19
12	BUSINESS CARD	0431JUL-2020	932.50	JIMLAN WITH 6 EXTRA ACTIVE CARBON FILTERS
13	BUSINESS CARD	0431JUL-2020	550.00	JINLAN 1 WITH FILTER SPORTS FACE
14	BUSINESS CARD	0431JUL-2020	478.00	JINLAN 1 WITH FILTER SPORTS FACE
7	BARBARA GOULD	JUN-2020;	126.67	JUN-2020;REIMBURSE INTERNET FEES
62	DELL MARKETING	10386358210;PO:56114	124.69	LOGITECH PRO WEBCAM
93	SOUTH FLORIDA JANITORIAL	361949	246.56	MASKS AND DISINFECTANTS
92	SOUTH FLORIDA JANITORIAL	361949	611.56	MASKS, PAPER TOWELS & GLOVES
77	LOWE'S	2300	20.01	MATERIALS FOR SNEEZE GUARD FOR CDD
76	LOWE'S	1702	988.99	MATERIALS FOR SNEEZE GUARD IN CDD
81	LOWE'S	02560-1	53.15	MATERIALS FOR SNEEZE GUARDS IN CDD
27	BUSINESS CARD	1599APR-2020	49.99	MICROSOFT-COVID-19
28	BUSINESS CARD	1599APR-2020	349.00	MICROSOFT-COVID-19
95	STAPLES BUSINESS CREDIT	7309247289	52.79	NEWSPAPER/MAGAZINE POLY BAG/COVID RELATED
86	QUILL CORPORATION	7934508	39.70	NITRILE GLOVES
34	BUSINESS CARD	2847APR-2020	149.99	OFFICE DEPOT/SCANNER
102	VERTEKS CONSULTING	163776	75.00	OUT OF OFFICE-COVID-19/TRANSFER TO ANOTHER NUMBER
89	SHERWIN WILLIAMS	5002-4	59.26	PAINT FOR SNEEZE GUARD IN CDD
108	VERTEKS CONSULTING	166214	150.00	PHONE SYSTEM CHANGES HR & COMMUNITY PROMPTS-DUE TO COVID
91	SIGNS OF PROGRESS	9052	79.50	PLAYGROUND SAFETY WARNING SIGN
80	LOWE'S	02516-1	284.39	PLEXIGLASS FOR SNEEZE GUARDS IN CDD
70	HOWARD TECHNOLOGY	:20-00895786;PO:56128	2430.00	PO:56128;PAYABLE TO: HOWARD TECHNOLOGY SOLUTIONS
4	AMAZON CAPITAL	17Y6-P96R-T9XJ;	70.09	RECHARGEABLE BATTERIES
67	GREAT AMERICAN	42913589	199.00	RED HAND SANITIZER SPRAY-COVID 19
6	BARBARA GOULD	AUG-2020;	80.00	REIMBURSE COMCAST INTERNET FEES FOR THE MONTHS OF JULY & AUG 2020
19	BUSINESS CARD	0431JUL-2020	21.99	REPLACEMENT PARTS, ACTIVE CARBON FILTERS FOR MESH OR NEOPRENE MASKS
15	BUSINESS CARD	0431JUL-2020	88.00	REUSABLE FACE BANDANAS
9	BUSINESS CARD	0431AUG-2020	129.60	REXPRO HAND SANITIZER

21	BUSINESS CARD	0431JUL-2020	194.40	REXPRO/HAND SANITIZER
53	CITI CARDS	6239-JUL2020	317.63	RING DOOR BELLS
39	BUSINESS CARD	7544JUN-2020	859.42	SAFETY PRODUCTS/COVID-19
40	BUSINESS CARD	7544JUN-2020	894.52	SAFETY PRODUCTS/COVID-19
115	WM CORPORATE SERVICES	9869382-2241-1	80.78	SANITATION COVERAGE/COVID 19/APR 1-30 2020
112	WM CORPORATE SERVICES	8357064-1881-0	34653.02	SANITATION SERVICES/COVID 19
116	WM CORPORATE SERVICES	9869385-2241-4	147.70	SANITATION SERVICES/COVID 19/APR 1-30 2020
117	WM CORPORATE SERVICES	9869541-2241-2	26.93	SANITATION SERVICES/COVID 19/APR 1-30 2020
114	WM CORPORATE SERVICES	9869366-2241-4	26.93	SANITATION SERVICES/COVID-19/APR 1-30 2020
113	WM CORPORATE SERVICES	8357689-1881-4	648.66	SANITATION SRVS/850 OLD DIXIE-KELSEY IND
8	BARBARA GOULD	SEPT-OCT2020	80.00	SEPT-OCT2020;INTERNET FEES/SEPT-NOV 2020
68	HOME DEPOT CREDIT CARD	4025667	19.92	SHELF FOR COVID TESTING STATION
38	BUSINESS CARD	7544JUL-2020	1173.83	SHOP POP DISPLAYS/SNEEZE BARRIERS FOR COMMISSION CHAMBERS
41	BUSINESS CARD	7544JUN-2020	1425.90	SHOWCASES/PLASTIC SNEEZE GUARDS
79	LOWE'S	2494	35.88	SNEEZE GUARDS FOR CDD MATERIALS
107	VERTEKS CONSULTING	96-UNIVERSAL	75.00	STOP FORWARDING-881-3350/DUE TO COVID
106	VERTEKS CONSULTING	165631	75.00	TOWN MANAGER/DUE TO COVID
44	CAN WE TALK? INC	19300	225.00	TRANSLATION OF PANDEMIC MEASURES
82	LOWE'S	02944-2	99.87	TRIM FOR SNEEZE GUARDS-CDD/COVID
63	DELL MARKETING	10392422896;PO:56114	810.74	ULTRASHARP MONITOR
75	LOWE'S	1384	37.32	ZEP PRO SPRAY BOTTLE
29	BUSINESS CARD	1599APR-2020	149.90	ZOOM SOFTWARE MEETINGS/COVID-19

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ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
INELIGIBILITY

TOWN certifies that:


(a) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR Part 3000. As such, TOWN is required to verify that none of its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(b) TOWN must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that TOWN did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(d) TOWN agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C throughout the term of the Agreement. TOWN further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Agreement or of this Certification completed by its trade contractors, suppliers, subcontractors and sub-consultants.

TOWN

 Mayor December 2, 2000

Name, (Title)

Date

ATTACHMENT D
CERTIFICATION REGARDING LOBBYING

TOWN certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TOWN certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, TOWN understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

TOWN

 , Mayor December 2, 2020

Name, (Title) Date