

RESOLUTION NO. 22-22

A RESOLUTION AUTHORIZING CONTRACT WITH AREA AGENCY ON AGING ON  
SOUTHEAST ARKANSAS, INC.

**WHEREAS**, the services provided by the Monticello Senior Citizens Center are important to Senior Citizens in the City of Monticello and a service that the City of Monticello supports;

**WHEREAS**, the City of Monticello contracts with Area Agency on Aging of Southeast Arkansas, Inc. in regard to the operation of said Monticello Senior Citizens Center;

**WHEREAS**, a contract for the continuation of said services is proposed and has been reviewed by the Monticello City Council.

IT IS, THEREFORE, by the City Council of Monticello, Arkansas resolved as follows:


1. That the City of Monticello entering into a contract with Area Agency on Aging of Southeast Arkansas, Inc. in form and substance consistent with Exhibit 1 hereto is in the best interest in the City of Monticello.

2. That the Mayor is authorized to execute the contract on behalf of the City of Monticello.

(END OF RESOLUTION)

ADOPTED on this 29 day of March, 2022.

  
\_\_\_\_\_  
Mayor

Attested by:   
\_\_\_\_\_  
City Clerk



**CONTRACT  
FOR  
PURCHASES OF SERVICES**

**BETWEEN**

**AREA AGENCY ON AGING OF SOUTHEAST ARKANSAS, INC.**

**AND**

**CITY OF MONTICELLO**

Mailing Address: P. O. Box 505  
Monticello, AR 71657

**IRS No.: 71-6008511**

**CONTRACT PERIOD**

**07-1-2021 to 06-30-2022**

CONTRACT  
FOR  
PURCHASE OF SERVICES

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SECTION I: DEFINITIONS

- A. DEPARTMENT: "Department" refers to the Division of Aging & Adult Services.
- B. AGENCY: "Agency" refers to the Area Agency on Aging of Southeast Arkansas.
- C. CONTRACTOR: "Contractor" refers to the organization that the Agenda holds responsible for the management and service delivery provided under the terms of this contract, which is a (n):

\_\_\_\_\_ Local Government Agency  
\_\_\_\_\_ Private Non-Profit Corporation  
\_\_\_\_\_ Other (describe) \_\_\_\_\_

- D. ATTACHMENTS: This contract and attachments stated herein contain all terms and conditions agreed upon by the parties. Except under the special conditions outlined in Section IV, these terms and conditions may not be altered or modified without a written amendment signed by both parties.

\_\_\_\_\_ Certification Regarding Drug-Free Workplace Requirements.

\_\_\_\_\_ Assurance of Compliance with Section 504 of the Rehab Act of 1973, as amended.

\_\_\_\_\_ Certification regarding Debarment, Suspension, and other Responsibility Matters-Primary Covered Transactions.

\_\_\_\_\_ Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

\_\_\_\_\_ Certification Regarding Lobbying.

\_\_\_\_\_ Other (explain) \_\_\_\_\_

SECTION II: AGREEMENT EFFECTIVE DATES

BEGINNING AND ENDING DATES: This contract takes effect on 7-1-2021 and ends on 6-30-2022. The beginning and ending dates on the attachments may differ from such dates on this agreement.

SECTION III: CANCELLATION

- A. CANCELLATION: This agreement or any attachment may be cancelled prior to the expiration date specified in Section II if both parties agree in writing. Either party may cancel this agreement unilaterally, at any time, by giving the other party thirty (30) calendar days

written notice and delivering notice of cancellation either in person or by certified mail. If the Contractor is the party canceling the agreement or any attachment, such notification should be sent to the Agency or his authorized representative.

The Agency may initiate action to cancel this agreement or any attachment if it has documented reason to believe the contractor has not fully performed all its responsibilities in accordance with this agreement, but only after the contractor has received ten (10) calendar days written notice stating the specific problems and indicating ways in which these problems may be corrected. Under these circumstances, cancellation does not affect any legal rights the Agency may have to recover damages.

In the event that one or more provisions be declared void or overrules by court decision or otherwise, the remaining provisions will continue to be in full force and effect.

- B. CANCELLATION OF ATTACHMENTS(S): All attachments to this agreement will be automatically and immediately cancelled if the agreement is cancelled. Individual attachments may be removed/alterd only by the written notification or amendment process.
- C. CONTRACTOR RESPONSIBILITIES WHEN AGREEMENT ENDS: If this agreement or any attachment is cancelled or expires and will not be renewed, the contractor agrees to perform the following actions:
1. Notify all applicable clients as required by Department policy issuances.
  2. Deliver any Agency property in the possession of the contractor to the location specified in writing by the Agency.
  3. Retain all records required by the Agency (Section VI C) and comply with any audit requirements of the Agency (Section VII F).

#### SECTION IV: PROGRAM COMPLIANCE

- A. STATE AND FEDERAL LAWS: Performance of this agreement by both parties must comply with state and federal laws and regulations. If any statute or regulation is enacted by the government requiring changes in this agreement or any attachment (s), then both parties will consider this agreement and any attachment (s) to be automatically amended to comply with the newly enacted statute or regulation as of the effective date of the statute or regulation.
- B. ACT OF GOD: Neither party will be held responsible for any delay or failure to perform any part of this agreement or any attachment (s) when such delay or failure results from fire, flood, epidemic, earthquake, war or insurrection, or unusually severe weather. Neither party will be held responsible for the legal acts of the public authorities, which are beyond the control of the parties.
- C. COMPLIANCE WITH DEPARTMENT POLICY ISSUANCES: The contractor agrees to provide the services authorized by this agreement or any attachment in accordance with all manuals and other official issuances of the Department promulgated through the Administrative Procedures Act. The Agency will furnish copies of such issuances to the contractor, and the contractor agrees to maintain a current file of all such issuances. The contractor will not be held responsible for any Department Policy Issuances if the Agency fails to provide a copy of the issuances to the contractor. The Department's authorized representative, as designated in Section IX, will maintain a current listing of all said official policy issuances which are binding under this agreement.

- D. COMPLIANCE WITH NONDISCRIMINATION LAWS: The contractor will comply with all applicable provisions of the following federal regulations related to non-discrimination, both in service delivery to clients and in employment:

Title 45 Code of Federal Regulations:

- Part 80 (Nondiscrimination on the Basis of Race or Sex)
- Part 84 (Nondiscrimination on the Basis of Handicap)
- Part 90 (Nondiscrimination on the Basis of Age)

The Agency will furnish a copy of these regulations to the contractor upon request.

- E. CLIENT GRIEVANCE PROCEDURE: The contractor agrees to establish a system through which clients may present grievances concerning the provision of services. The contractor will advise each client of the client's right to file such a grievance. The contractor will also advise each client of the client's right to request a hearing by the Agency if the handling of the case is considered to be unsatisfactory and will assist the client in making the request.

#### SECTION V: PROGRAM OPERATION

- A. PROGRAM DESCRIPTION: An approved program description of specific services is on file with the Agency. No change will be made in the program or services delivered without formal, written approval from the Agency. All services must comply with the provisions of all applicable published or approved Department program plans, State and Federal statutes/regulations, and State licensing/certification standards and requirements.
- B. CONTINUOUS BASIS OF OPERATION: The contractor will operate on a continuous basis As defined in the operational schedule of the program description referenced in A. PROGRAM DESCRIPTION above.
- C. COMPLIANCE WITH APPLICABLE PROGRAM STANDARDS: The contractor's program and administrative procedures must comply with all applicable program standards promulgated by the Department through the Administrative Procedures Act. The contractor agrees to allow designated employees or agents of the Department and/or Agency to monitor the program and evaluate the services provided under this agreement. Such actions shall be conducted during normal working hours. This monitoring and evaluation include such actions as reviewing program records; reviewing program policies and procedural issuances; reviewing staffing ratios and job descriptions; reviewing and evaluating any services delivered under this agreement; interviewing any staff directly and indirectly involved in the provision of services; and interviewing and surveying past or present clients.
- D. SUBCONTRACTING: The contractor shall not subcontract any of the provisions of this agreement without written prior approval of the Agency and the Department.
- E. OWNERSHIP AND MAINTENANCE OF DEPARTMENT PROPERTY: Title to all property and/or capital equipment, as defined by the DHS Financial Standards Manual, purchased with funds furnished by the Department/Agency shall be vested in the Department/Agency unless the Department and/or the applicable Federal Grantor agency specifically agrees in writing to a title transfer or other disposition. No Department/Agency property may be sold, transferred, or used in another program without the consent of the Department/Agency. All Department/Agency property will be clearly marked and properly maintained. All compensation for loss or damage to Department/Agency property will be paid to the Department/Agency unless directed otherwise.

F. TECHNICAL ASSISTANCE: Within forty-five (45) days of receipt of a written request, the Agency will respond with consultation and/or technical assistance, as appropriate.

G. INDEMNIFICATION OF AGENCY FOR LIABILITY SUSTAINED AS A RESULT OF CONTRACTOR'S OPERATION: The contractor agrees that it will reimburse the Agency for any and all liability, loss, damages, costs, and expenses which the Agency may sustain, incur, or be required to pay:

1. Because any applicant, recipient, or any other person suffers personal injury, death, or property loss or damage, while receiving service from the contractor under this agreement, while on premises owned, leased, or operated by the contractor, or while being transported to or from the premises in any vehicle owned, operated, or contracted for by the contractor or the contractor's officer, agent, or employee; or
2. Because any applicant, recipient, or any other person causes injury to or damage to the property of another person during any time when the contractor or the contractor's officer, agent, or employee is furnishing the care and services called for under this agreement.

In the event that any action, suit, or proceeding is brought against the Agency upon any matter covered by this clause, the Agency will notify the contractor by certified mail.

#### SECTION VI: INFORMATION AND RECORDS

- A. ACCESS TO RECORDS: Records maintained by the contractor under this agreement and any attachment (s) will be made available upon request to designated employees or agents of the Department or the Federal Government for audit or any other purposes connected with the Department's service programs. Statistical records on clients served and expenditures charged to other funding sources will be made available by the contractor when needed to verify the contractor's cost allocation or the non-duplication of services or payment. The contractor may require official identification of Department or Federal Government designated agents prior to allowing records access.
- B. RECORD MAINTENANCE: The contractor will maintain case records showing the nature and outcome of services provided to each client served under any attachment to this agreement. In addition, the contractor will maintain any and all fiscal records necessary for the proper accounting of funds received from the Agency. All records will be maintained in accordance with Department policies and procedures.
- C. RECORD RETENTION: The contractor will retain all books, records, and other documents relating to expenditures, services rendered, or individuals served under this agreement or any attachment for a period of three (3) years from the date this agreement expires or, if an audit is pending at the end of the three-year period, until resolution of the audit. Any persons authorized by the Department will have full access to any of these materials during this period.
- D. AGREEMENT TO SUPPLY INFORMATION TO THE AGENCY: The contractor agrees to supply to the Agency statistical information concerning clients and services, financial data, or any other such information the Agency may request concerning the operation of its program or the delivery of services under this agreement and any attachments. The information will be supplied within a reasonable time as specified in writing by the Agency. The Agency has the right to duplicate or use this information in any manner and for any purpose connected with the administration of the Agency's service programs. This includes the right to release data to sources outside the Agency if the information released does not identify specific clients.

- E. CONFIDENTIALITY OF CLIENT RECORDS: The contractor will maintain all client records in a secure manner. Information about clients will not be disclosed to anyone not an employee of the contractor or staff designated by the Department, except when written authorization has been granted by the Department. This restriction does not apply to disclosures made with the informed, written consent of the client or, if the client is not a competent adult, with such consent of the client's parent, guardian, or legal representative.

#### SECTION VII: FISCAL PRACTICES

- A. COMPLIANCE WITH LAWS AND ACCEPTED PRACTICES: A contractor shall be bound by applicable cost principles promulgated by the Department of Human Services and Federal laws and regulations for the funding sources identified on Attachment I; and contractor shall adhere to generally accepted accounting principles established by the American Institute of Certified Public Accountants and the Comptroller General of the United States.
- B. LIMITATION OF AGENCY'S OBLIGATION TO PAY: The Agency is not obligated to make payment under Attachment I if the Department does not receive sufficient monies from the funding source (s) designated in Attachment I to fund said obligations and other obligations of the Department. The Agency is not obligated to make payment if any required state or local matching money is not available at the time the bill is presented for payment.
- C. CLAIMS: Only those claims for services specifically authorized under this agreement or any attachment will be allowed by the Agency. Any work performed, material furnished, or costs incurred not covered by this agreement or attachment (s) shall be solely the responsibility of the contractor.
- D. NON-DUPLICATION OF PAYMENT: Services provided, or costs incurred under this agreement shall not be allocated to or included as a cost of any other State or Federally financed program in either a current or prior period unless partial payment is specified in Attachment I and the Department gives written consent to this arrangement.
- E. PAYMENT FROM AGENCY CONSIDERED PAYMENT IN FULL: Payment received under this agreement shall be payment in full for all services covered by the payment. No fee or other charge shall be made against a client or a third party for these services. This paragraph does not preclude allocation of costs among two or more funding sources, or payment or portions of a service cost under different funding sources, so long as there is no duplication of payment. This paragraph does not apply to the collection of fees expressly authorized by the Department.
- F. AUDIT REQUIREMENT: The contractor shall have an annual, independent Financial and Compliance Audit in accordance with OMB Circular A-133 and Generally Accepted Auditing Standards. The audit must meet the requirements established in the DHS Financial Standards Manual.

Three (3) copies of all reports of results of audits conducted under the guidelines set forth in the DHS Financial Standards Manual must be submitted to the Department within ninety (90) days following the end of the contractor's fiscal year. Any extension of the time specified for submittal of said report requires a written request detailing the circumstances preventing timely submittal be submitted to the Department fifteen (15) days before the due date of the report.

- G. AGENCY RECOVERY OF FUNDS: The contractor expressly acknowledges that the Agency may recover money determined to be owed to the Agency due to audit findings, payment errors or overpayments through adjustments in subsequent payments due to the

contractor or through the settlement process outlined in Section 5400 of the DHS Financial Standards Manual.

SECTION VIII: MAXIMUM LIABILITY

Regardless of any other provision of this agreement, or any costs or obligations of the contractor, the liability of payment by the Agency to the contractor shall be subject to the limits specified by Attachment I. If more than one funding source is listed, expenditures for each funding source are governed by that specific limit. No transfer may be made between funding sources except through a written amendment signed by both parties.

Bills must be submitted on the proper Agency forms in accordance with Department policy issuances. The Agency will not be obligated to pay any bill received more than 120 calendar days after the expiration of this agreement unless a written waiver is granted in advance. The Agency shall not be obligated to pay bills funded with State General Revenue for a state fiscal year (July 1 - June 30) if they are received later than May 31, unless a written waiver is granted in advance. This limit supersedes the 120-day limit specified for the end of the agreement, when both are applicable.

SECTION IX: CERTIFICATION AND SIGNATURES

A. CONTRACTOR CERTIFICATION OF DOCUMENTATION: The contractor certifies that all documentation presented to obtain this agreement is true and complete. The contractor further agrees to notify the Agency Authorized Representative of any changes in this documentation except when the Agency has given specific written permission to waive such notification.

B. SIGNATURES: This agreement is effective on the beginning date specified in Section II.

In signing this document, I attest that I am authorized by the Board of Directors or other governing authority to sign this document on behalf of the contractor:

*Joey Chase*

\_\_\_\_\_  
Signature  
Mayor  
Name Title (Print or Type)  
8-25-21  
Date

AGENCY:

BY: *[Signature]*  
\_\_\_\_\_  
Signature, Authorized Representative

Kathy Tynes Executive Director  
Name Title  
\_\_\_\_\_  
Date

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**  
*Grantees Other Than Individuals*

**PROVIDER:** CITY OF MONTICELLO

**Date:** JULY 1, 2021

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below:

- I. This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the Department of Human Services (DHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, DHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.
- II. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for State inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- III. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios.)
- IV. If the workplace identified to DHS changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see above).
- V. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
  1. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).
  2. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  3. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.
  4. "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on

5. the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

VI. The grantee certifies that it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs;
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1). This statement should also include that a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement;
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
4. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (3)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the State agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
5. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (3)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all above paragraphs.

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (use attachments, if needed):

Place of Performance : Monticello Senior Center

Check if there are workplaces on file not identified here:

Paige Chase

8-25-21

MAYOR CITY OF MONTICELLO

Date

## ASSURANCE OF COMPLIANCE

PROVIDER: CITY OF MONTICELLO

Date: 7-1-2021

### *ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975*

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

#### THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY:

- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (C.F.R. Part 80), to the end that, in accordance with the Title of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- II. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- III. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
- IV. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

- V. The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferees, for the period during which the real property or structure which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property obligates the Applicant for the period during which it retains ownership or possession of the property, The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature appears below is authorized to sign this assurance and commit the Applicant to the above provisions.

Garrett Chase  
Signature and Title of Authorized Official

8-25-21  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**  
*Primary Covered Transactions*

PROVIDER: CITY OF MONTICELLO

Date: July 1, 2021

- I. By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR part 76, certifies to the best of its knowledge and belief that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
  - B. Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph I-B of this certification; and
  - D. Have not, within a 3-year period preceding this proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- II. The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department of Human Services (DHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- III. The prospective primary participant agrees that by submitting this proposal, it will include the form entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction* without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Reige Chase  
MAYOR OF CITY OF MONTICELLO

8-25-21  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION**  
*Lower Tier Covered Transactions*

PROVIDER: CITY OF MONTICELLO

Date: July 1, 2021

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency;
- B. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include the form entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Primary Covered Transactions*.

  
\_\_\_\_\_  
MAYOR CITY OF MONTICELLO

8-28-21  
Date

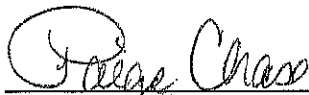
**CERTIFICATION REGARDING LOBBYING**  
*Contracts, Grants, Loans and Cooperative Agreements*

PROVIDER: CITY OF MONTICELLO      Date: July 1, 2021

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. 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 any agency, a Member of Congress, an officer or employee of Congress, or any 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 expansion, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. 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.
- C. 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
MAYOR OF CITY OF MONTICELLO

8-25-21

\_\_\_\_\_  
Date