CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL REGULAR SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at https://hapevillega.portal.civicclerk.com/event/938/overview

August 8, 2023 6:00 PM

AGENDA

1. **CALL TO ORDER:**
2. **ROLL CALL:**
   Alan Hallman
   Mike Rast
   Brett Reichert
   Mark Adams
   Chloe Alexander
3. **WELCOME:**
4. **PLEDGE OF ALLEGIANCE:**
5. **INVOCATION:**
6. **PRESENTATIONS:**

   6.I. Consideration and Action to Surplus Officer Ed Melton Service weapon, Badge, and Retiree ID card.

   <u>Background:</u>
   Customarily, when an officer retires from the police department, the department presents the retiree with their service weapon, badge, and a retiree ID Card. On Monday August 7, 2023, Officer Ed Melton retired from the City of Hapeville Police Department. Chief Glavosek is requesting the Mayor and City Council declare the Glock 9mm handgun, serial number BGYM736 that Officer Melton carried on duty, his Badge and a Retiree ID card surplus city property and allow Chief Glavosek to present the items to him in recognition of his service to The City of Hapeville.

   6.II. Honor Officer Ed Melton for a Career Retirement.

   6.III. Hapeville 2023 Summer Camp Presentation.
7. **PUBLIC HEARING:**
8. **QUESTIONS ON AGENDA ITEMS:**
   The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.
9. **CONSENT AGENDA:**

   9.I. Consideration and Action to approve the July 18th, Council Meeting Minutes.

Supporting Document(s):
07182023 Drafted Minutes

9.II. Consideration and Action to approve the July 18th, Executive Session Meeting Minutes.

10. OLD BUSINESS:

11. NEW BUSINESS:

11.I. Consideration To Enter into an Agreement with the Fulton County Board of Commission/Fulton County Arts Council in the amount of $7,799.23 And To Authorize Mayor Alan Hallman To Sign All Necessary Documents

Background:
Fulton County Arts Council (FCAC) is in place to enhance the quality of life of Fulton County residents. FCAC serves as the funding agency to support cultural programs and the agency which provides services to Fulton County-based nonprofit art organizations and Fulton County residents. FCAC granted the City of Hapeville $7,799.23 for the 5th annual Dia de Los Muertos Hapeville. Dia de los Muertos will include live music, authentic Mexican food and crafts, and local art.

Supporting Document(s):
1. City of Hapeville - 2023 CONTRACTS FOR SERVICES

11.II. Consideration and Action To Enter into an Agreement with the Georgia Council for the Arts in the amount of $6,000.00 And To Authorize Mayor Alan Hallman To Sign All Necessary Documents.

Background:
The mission of the Georgia Council for the Arts (GCA) is to cultivate the growth of vibrant, thriving Georgia communities through the arts. Like the Fulton County Arts and Culture grant award of item 9.II, the Georgia Council for the Arts has provided a $6,000 1:1 matching grant that the City intends to use towards the Dia de Muertes celebration.

Supporting Document(s):
1. FY24 P 13 City of Hapeville_GCA Contract

12. CITY MANAGER REPORTS:

13. PUBLIC COMMENTS:
Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

14. MAYOR AND COUNCIL COMMENTS:

15. EXECUTIVE SESSION: *When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).*

16. ADJOURN:
Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.

CIVILITY PLEDGE
The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

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MIKE RAST
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MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL REGULAR SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes

July 18, 2023 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:04 PM
2. **ROLL CALL:** All Members of Council were present, which constituted a quorum.
   - ✓ Alan Hallman
   - ✓ Mike Rast
   - ✓ Brett Reichert
   - ✓ Mark Adams
   - ✓ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the July 18th Meeting.
4. **PLEDGE OF ALLEGIANCE:** The pledge of allegiance was recited in unison.
5. **INVOCATION:** Given by Mayor Hallman.
6. **PRESENTATIONS:** None
7. **PUBLIC HEARING:**

   7.I. Consideration and Action of a Text Amendment to the Zoning Procedures- Second Reading. ***Ordinance 2023-07***

   Staff Comments: No further comments was provided by staff. There were no changes made from the 1st reading.

   Public Comments: There were no public comments made for this item.

   MOTION: Councilman Alexander made a motion to approve the Text Amendment to the Zoning Procedures ***Ordinance 2023-07***, Councilman Adams provided a second. **Motion carried 4-0.**
8. **QUESTIONS ON AGENDA ITEMS:** None
9. **CONSENT AGENDA:**

   9.I. Consideration and Action to approve the June 20th, Council Meeting Minutes.

   MOTION: Councilman Reichert made a motion to approve the consent agenda, Alderman Rast provided a second. **Motion carried 4-0.**
10. **OLD BUSINESS:** None

AMEND AGENDA:

MOTION: Councilman Reichert made a motion to amend the New Business item 11.I. to reduce the vehicle count from nine to eight, Alderman Rast provided a second. **Motion carried 4-0.**

11. NEW BUSINESS:

11.I. Consideration and Action to approve the Surplus of ~~9~~ 8 Police Department Vehicles.

MOTION: Councilman Adams made a motion to approve the Surplus of 8 Police Department Vehicles, Alderman Rast provided a second. **Motion carried 4-0.**

AMEND AGENDA:

MOTION: Alderman Rast made a motion to amend the agenda and add item 11. II. - Consideration and Action to approve the order of 21 police vehicles under New Business, Councilman Alexander provided a second. **Motion carried 4-0.**

11.II. Consideration and Action to approve the order of 21 police vehicles.

MOTION: Alderman Rast made a motion to approve the consent agenda, Councilman Adams provided a second. **Motion carried 4-0.**

12. CITY MANAGER REPORTS: City Manager, Tim Young spoke about the Following items:

- Friday night's movie event was canceled due to inclement weather.
- The annual Jazz Festival was the largest and most successful event, and several vendors sold out of products. The Recreation Director, Tod Nichols, informed Mr. Young that the Jazz Festival might have to be relocated within another year to accommodate the growing crowd.
- On August 1, 2023, the City will have a tax sale. Mr. Young stated there are currently uncollected taxes of $145,000 from aged outstanding taxes. About 35 parcels are listed. He further mentions that the City is working with GTS, an outside agency, to provide the information to the owners and ensure the list is legit. The list will be whittled down once more before the parcels are listed on the City's website. Staff hopes to collect as much funds as possible.

13. PUBLIC COMMENTS:

1. Melvin Traynum

14. MAYOR AND COUNCIL COMMENTS:

Councilman Alexander asked if Hapeville is participating in National Night Out? Chief Police, Rick Glavosek responded that they are participating, and reservations were made for the event at the park. Councilman Alexander also thanked the Recreation Department for the success of the Jazz Festival.

Alderman Rast did not comment at this time.

Councilman Reichert welcomed and thanked the new Depot Museum manager Samantha Singleton for her work on the new Depot website.

Councilman Adams thanked all for attending tonight's Council meeting.

Mayor Hallman stated that the Council Retreat was great and was a fruitful discussion. The structured discussion and the location- the new facility for Trees Atlanta- were fantastic. Mayor Hallman thanked residents for being part of their local government and participating in the meeting.

15. EXECUTIVE SESSION: *When Executive Session is Required, one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).*

MOTION: Alderman Rast made a motion to go into recess, Councilman Reichert provided a second. **Motion carried 4-0.**

Councilman Adams made a motion to go into executive session at 6:29 PM. Councilman Alexander provided a second. **Motion carried 4-0.**

MOTION: Councilman Alexander made a motion to exit executive session and enter back into regular meeting. Councilman Adams provided a seconded. **Motion carried 4-0.**

16. ADJOURN:

MOTION: Councilman Adams made a motion to adjourn at 7:07 PM, Councilman Reichert provided a second**. Motion carried 4-0**

Respectfully submitted,

____

Alan Hallman, Mayor

____

Sharee Steed, City Clerk

CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *The City of Hapeville*

THIS CONTRACT FOR SERVICES made and entered into on this 21 day of June, 2023, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **The City of Hapeville,** (hereinafter referred to as the "Contractor"), authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

WHEREAS, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

NOW, THEREFORE, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

I. SCOPE OF SERVICES

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. The Contractor agrees and obligates itself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which are incorporated by reference as if fully set forth herein). The Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

To present authentic Hispanic and Latin American art through art exhibitions, Latinx film, and Latinx live music. The event will be held on Saturday, October 28, 2023.
To offer a series of family friendly art workshops leading up to Día de Muertos. Workshops will be facilitated by art and cultural professionals in October 2023.

II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors, or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. The Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Seven Thousand Seven Hundred Ninety-Nine Dollars and Twenty-Three Cents, ($7,799.23)** from funds approved and allocated to FCAC's fiscal budgets for 2023. Payment of the Contract amount is subject to budget appropriations for 2023 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

1. Payment

The Contractor may request payment for 100 percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the Contract as described in paragraph III (D).

2. Requirement

Additionally, the Contractor must comply with all the Contract requirements, which include providing documentation of completion of all services, submitting all reports by the specified dates, complying with the logo and credit requirements, providing documentation of any, and all communication with the BO, and all the terms and conditions of this Contract. Meeting the Progress Report set forth in paragraphs III (B)(1) and III (D) of the Contract.

3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless the Contractor complies with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates,** complying with the logo and credit requirements, providing documentation of any, and all communication with the BOC, and all of the terms and conditions of this Contract for Services.

B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than August 4, 2023**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.

b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.

c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.

d. Any additional documentation required in Exhibit A of this Contract for Services.

2. Final Report

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2024.** Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

a. A final budget, which specifies how all County funds were expended;

b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and

c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

3. Recognition Strategy for Organizations Receiving $50,000 or More

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving $50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **July 31, 2023.** The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

4. Contract Compliance

The County designates FCAC as its point of contact, coordinator, and liaison with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

C. Failure to Submit Reports

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

D. Request for Payment

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for the 100% payment of the contract award with the Contract by **July 31, 2023.**

E. Extension of Deliverables in Scope of Services

The Director of FCAC may, in his/her sole discretion, grant an extension of time for the contractor to provide the deliverables identified in Paragraph I (Scope of Services) of this Contract for Services. A written request for an extension of the deliverables must be received at least sixty (60) days prior to the expiration of the project period in order to be considered. All requests for an extension must be received at FCAC's office by **September 25, 2023** and should detail the reason for the request for the extension, requested final date for completion, and other pertinent details. The extension granted herein by the FCAC Director shall not be construed as an amendment of the Contract for Services, which can only be made by a formal amendment approved by the BOC and executed by the Chairman pursuant to Paragraph X below. However, the extension granted herein by the FCAC Director shall survive the termination or expiration of the Contract for Services and the failure of the contractor to provide the deliverables in the time permitted by the extension shall render the contractor ineligible to receive Fulton County funding for a minimum of three funding cycles. FCAC will notify the Contractor in writing whether the request for extension has been approved. Such written notification will also indicate the new anticipated dates for project completion and for the submission of the Final Report.

IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS

A. Logo and Credit Requirements

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast, and electronic formats for the contracted services described in Paragraph I above.

1. Logo and Credit Line Usage

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.

b. Adhere to the "Fulton County Logo 2023, Usage Guidelines."

c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.

d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

(1) Contractors receiving less than $20,000 must use the following credit line:

"Funding for this program is provided by the Fulton County Board of Commissioners."

(2) Contractors receiving $20,000 or more must use the following credit line:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

2. Fulton County Support Recognition

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.

c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.

d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.

e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

3. Verbal Acknowledgment

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

B. Recognition Requirements for Contractors Receiving $50,000 or More

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than $50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.

2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.

3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

C. Evidence of Recognition

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC, and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

D. Publications and Promotional Materials

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the

Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

E. Communication with the BOC

1. Letters to the Commissioners

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than August 4, 2023.** Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10^{th} Floor, Atlanta, GA 30303.

2. Invitations and other Regular Mailings

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

F. Attendance at Fulton County Events

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which states that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules, and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

VI. WARRANTIES AND REPRESENTATION

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

VII. PURPOSE

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

VIII. LIABILITY AND INDEMNIFICATION

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

To the extent allowable by law, the Contractor agrees hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

IX. LOCATION OF SERVICES

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

X. MODIFICATION

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

XI. TERMINATION

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party. Fulton County may also terminate this Agreement for convenience by giving thirty (30) days written notice to the Contractor. The terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

XII. DEFAULT

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2023, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2024, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

XIII. NOTICE

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County: Director of Arts & Culture
Fulton County Arts & Culture
141 Pryor Street SW, Suite 2030
Atlanta, GA 30303

Contractor: **City of Hapeville**
3468 North Fulton Ave.

Attn: Adrienne Senter

With a copy to:

3468 North Fulton Ave.
Hapeville, GA 30354

XIV. GOVERNING LAW

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled, and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

XV. DURATION/CONTRACT PERIOD

The contract period for this Contract for Services is **January 1, 2023 to December 31, 2023.** Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2023**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

XVI. SEVERABILITY

If any provision of this Contract for Services is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

XVII. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Contract for Services shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

EXHIBIT A
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
CONTRACT CONDITIONS

2023 Contracts for Services Conditions for **The City of Hapeville** from FCAC:

Address: **The City of Hapeville**
3468 North Fulton Ave.
Hapeville, GA 30354

Telephone: **(404) 669-8269**

CONTRACT NO.	EFFECTIVE DATE	DEPARTMENT	PROGRAM
FY24 P 13	July 1, 2023	4293201010	1461801
SUBCLASS NO.	**ACCOUNT NO.**	**SAM UEI**	**FEIN**
315	707012		58-6000589
STATE PROJECT CODE	**FEDERAL/NEA PROJECT CODE**	**COVID (ARP) PROJECT CODE**	**FUND SOURCE**
01			01000
STATE OF GA AMOUNT	**FEDERAL/NEA AMOUNT**	**COVID (ARP) FUND AMOUNT**	**TOTAL GRANT AMOUNT**
$ 6,000	$		$ 6,000
If your organization received FEDERAL/NEA funds, the CFDA is: 45.025			
If your organization received COVID (ARP) funds, the CFDA is: 21.027			

GEORGIA COUNCIL FOR THE ARTS
PROJECT GRANT AGREEMENT FY24

GRANT AMOUNT: $ 6,000
PROGRAM: 01
STATE OF GEORGIA

START DATE: July 1, 2023
END DATE: June 30, 2024
COUNTY OF FULTON

This Agreement, made and entered into by and between the Georgia Department of Economic Development, a department of State government of Georgia, on behalf of Georgia Council for the Arts, (Collectively referred to as "GDEcD" or "GCA"), as Party of the First Part, and

City of Hapeville
3468 N Fulton Ave
Hapeville, GA 30354

As Party of the Second Part (hereinafter called the Recipient). GCA and Recipient are collectively "the Parties".

<u>WITNESSETH:</u>

WHEREAS, the mission of Georgia Council for the Arts ("GCA") is to cultivate the growth of vibrant, thriving Georgia communities through the arts; and

WHEREAS, GCA goals include using the arts to promote Georgia's economic growth, to support strong connections between artists, arts organizations and the public resulting in community connections and an improved quality of life; to act as a catalyst for increased public awareness of the value of the arts and of Georgia's rich cultural heritage; and to invest in the sustainability and advancement of Georgia's creative sector; and

WHEREAS, GCA provides grant funding to eligible local governments and private non-profit organizations located within the state who have submitted an application prior to the respective submission deadline and whose application best meets GCA's goals; and

WHEREAS, based upon Recipient's Application for the FY24 Grant ("Application"), GCA has determined that Recipient is an eligible applicant as defined in GCA's FY24 Grant Guidelines. Although the Application is not attached herewith, Recipient acknowledges that GCA has relied on the representations in the Application to determine Recipient's eligibility;

WHEREAS, based upon the Application, GCA has determined that Recipient meets all eligibility requirements as set forth in the Guidelines; and

WHEREAS, the Georgia Department of Economic Development is authorized and empowered to enter into Agreements with individuals, organizations and institutions for cooperative endeavors furthering the objectives of GCA.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the cultural and educational advantages to the citizens of the State of Georgia, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE OF SERVICES PROVIDED BY RECIPIENT

1.1 Recipient agrees to fulfill the goals set forth in its application narrative, a copy of which is below:

Dia de Muertos Hapeville 2023

Dia de Muertos Hapeville 2023 is an arts and cultural festival. Over the past three years, this program has seen an average of 450 attendees and is celebrated over a number of days to include a celebration and art workshops. The celebration part will take place on Saturday, November 4 - Sunday, November 5, 2023, in Hapeville at Jess Lucas Park and the Academy Theatre, featuring live and authentic Latinx music, Latinx dance, art exhibitions, temporary display of murals, and short Latinx films. All programs are family oriented and culture inclusive, allowing non-Spanish speaking participants to follow along with workshops and films. The workshops on Saturdays (October 28th and November 4th) will be held inside of Hapeville Depot Museum and Visitor Center. We expect approximately 30 people to participate per workshop, based on previous attendance and Eventbrite registration numbers.

1.2 Recipient agrees that all expenses will be incurred and work will be completed within the current fiscal year, July 1, 2023-June 30, 2024 (FY24).

1.3 Recipient agrees to provide a 50% cash match to the award amount. Matching funds must be received by June 30, 2024. Failure to produce the proposed cash match results in cancellation of the unmatched portion of the award. In-kind contributions of goods, services, or space are not allowed as a match.

1.4 GCA agrees to pay Recipient the amount shown on Page One of this Agreement and Recipient agrees to apply the full amount to its undertaking.

1.5 At any time during the term of this Agreement should there be any discrepancies between Recipient's actual performance and the Application's goals or scope of work, Recipient must immediately contact GCA for adjustments to this Agreement.

2. ADHERENCE TO LAWS

2.1 GCA requires all grant recipients to adhere to the standards set forth by our partner agency, The National Endowment for the Arts, , including but not limited to the General Terms and Conditions for Partnership Agreements for National Endowment for the Arts Awards found at **Appendix A** and the financial regulations at 2 C.F.R. § 200 et seq. Recipient represents and warrants that that it will adhere to and abide by all applicable federal and state laws and regulations in the performance of this Agreement, including the provisions of **Appendices A and B (if applicable based upon the use of federal funding)**, which are incorporated into this Agreement as if set out fully herein.

2.2 To the extent that this grant is funded with American Rescue Plan Act funding ("ARP Funding"), then Recipient represents and warrants that that it will adhere to and abide by all applicable federal and state laws and regulations in the performance of this Agreement, including the provisions contained at the following link, and which are incorporated into this Agreement as if set out fully herein: https://gaarts.org/wp-content/uploads/2022/09/ARP-Funds-Terms-and-Conditions-FY23-contracts.pdf.

3. ADHERENCE TO GRANT GUIDELINES

3.1 Recipient agrees to adhere to any additional requirements contained within the applicable GCA grant guidelines which can be found at https://gaarts.org/grants/project-grant/.

4. RECORD RETENTION

4.1 Financial records, supporting documents, and statistical records must be retained for a period of three (3) years from the date of submission of the final report. Exceptions include if litigation, claim, or audit is started before the expiration of the three-year period, or if GCA notifies you in writing to extend the retention period.

4.2 Standards for Documentation of Personnel Expenses (2 C.F.R. § 200.430(i)(1)). Charges to awards for salaries and wages must be based on records that accurately reflect the work performed. General Terms & Conditions for Grants and Cooperative Agreements to Organizations must support these costs for both the Federal funds and cost share or matching requirements. GCA may require personnel activity reports or equivalent documentation if necessary (2 C.F.R. § 200.430(i)(8)).

4.3 Records for equipment must be retained for three (3) years after final disposition (2 C.F.R. § 200.333(c)).

4.4 Access to Federal award information: During the period of performance and the subsequent retention period, the NEA's Inspector General, the Comptroller General of the United States, or any of its authorized representatives has the right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to your personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but last as long as records are retained (2 C.F.R. § 200.336). Federal award-related information should be collected and stored in open and machine-readable formats whenever practicable (2 C.F.R. § 200.335). In addition, restrictions on public access are generally limited to protected personally identifiable information (PPII) and other FOIA and applicable exemptions (2 C.F.R. § 200.337).

5. EVALUATION

5.1 Recipient will provide for GCA a Final Report and Final Request for Reimbursement. The final report form, directions on how to file and specified deadlines can all be found on https://gaarts.org/grants/project-grant/. All grant final reports are due within 30 days of the completion of the project, and no later than July 31, 2024.

6. ACKNOWLEDGEMENT OF ARTS SUPPORT

6.1 GCA requires all Recipients to recognize GCA in all materials, publications, and programs that are supported by state funds and in which other funders are credited. This includes programs, newsletters, brochures, fliers, ads, calendars, posters, press releases, films, videotapes, websites and all electronic transmissions. Note: any organization receiving operating support funding (Bridge Grant) must provide this recognition for the entirety of the fiscal year of funding. The GCA logo must be reproduced in the same size and proportion as that of other sponsors. It must be reproduced as it is provided, without alteration. For additional information about GCA credit and to access the logo, review https://gaarts.org/grants/gca-logo-requirements/.

6.2 If there is no printed material associated with a program, oral credit must be given. The statement below must be provided before the event or performance, and during any radio broadcast or audiotape for the hearing impaired.

"*This program is supported in part by Georgia Council for the Arts through the appropriations of the Georgia General Assembly. Georgia Council for the Arts also receives support from its partner agency - the National Endowment for the Arts*."

6.3 GCA reserves the right to change the language of the required acknowledgement of Arts Endowment support, as well as the right to disallow the use of our logo and acknowledgement of our support.

Acknowledgment of the National Endowment for the Arts must also be prominently displayed in all materials and announcements for NEA funded project. For print materials, use the NEA's current logo whenever possible along with the following phrase: "This project is supported in part by an award from the National Endowment for the Arts" GCA encourages you to include "To find out more about how NEA grants impact individuals and communities, visit www.arts.gov." For radio or television broadcast, GCA requires the following voice-over language: "This project is supported in part by an award from the National Endowment for the Arts. On the web at arts dot gov." For television broadcast, display of the Arts Endowment logo and web address is required.

7. IMMIGRATION ACT VERIFICATION PROCESS

7.1 Recipient agrees to comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601-1646, ("PRWORA"), enacted by Congress to regulate the receipt of "public benefits" by aliens, and the Georgia Security and Immigration Compliance Act ("GSICA"), O.C.G.A. § 50-36-1 *et seq*. Where Recipient is an organization, GCA shall verify the lawful presence of the individual who has signed the Application.

7.2 Prior to any funds being delivered to Recipient, Recipient must complete **either** the Contractor Affidavit under O.C.G.A. § 13-10-91 found at **Appendix C**, verifying that it has registered with and uses the federal work authorization program commonly known as E-Verify, **OR**, in the event that Recipient has no employees, it will complete the Certification of No Employee attached hereto as **Appendix D**.

7.3 If the funds received under this Grant Agreement will be distributed to individuals or other corporations as sub-recipients, Recipient is responsible for verifying the eligibility of any pass-through recipient under the procedures required under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601-1646, ("PRWORA") and the Georgia Security and Immigration Compliance Act.

8. RESPONSIBILITIES AND LIABILITIES

8.1 GDEcD, GCA, and the State of Georgia, and their respective officers, employees and directors, assigns and attorneys, assume no liability for damages or injuries arising out of this Agreement or any addendum thereto, and the responsibilities and obligations of GDEcD under the Agreement are limited to providing not more than the total grant as set forth in this Agreement.

8.2 Recipient agrees to indemnify GDEcD, GCA and the State of Georgia, and their respective officers, employees and directors, assigns and attorneys, from any and all known and unknown damages, legal and equitable claims of every kind and nature -- in tort, Agreement, federal law, state law, constitutional law, statute and otherwise, known and unknown -- attorney's fees, costs and expenses of litigation, which GDEcD, GCA and the State of Georgia may now have or which may hereafter accrue on account of or in any way arising out of this Agreement or the administration, planning, preparation, development, conducting, and execution of this Agreement. **This provision shall not apply to state or local units of governments or instrumentalities thereof which are prohibited from entering into indemnification agreements under Georgia law.**

8.3 Recipient agrees to administer, plan, prepare, develop, conduct and execute the Scope of Services described in accordance with all the terms, conditions, and limitations set forth herein. Recipient agrees that no portion of these grant funds shall be utilized for the following expenses:

- Capital Expenditures/Equipment, which are permanent fixtures or equipment with a useful life of over one year that cost more than $5,000 or the capital level cost established. This included:
    - Buildings or real estate
    - Renovations or improvements involving structural changes
    - Roads, driveways, parking lots or projects/repairs
    - Permanent or generally immobile equipment
- Fundraising event expenses
- Programming outside of Georgia
- Tuition for college/university study
- Scholarships, prizes, or endowment funds
- Debt and interest associated with capital expenditures
- Depreciation
- Bad debt
- Alcohol
- Entertainment expenses, such as receptions, refreshments, staff or cast parties, staff awards, flowers, etc.
- Late registration fees for conferences
- Fees paid to lobbyists, lobbying activities
- Severance pay, legal settlements
- Travel and accommodation expenses that are over the rate allowed by the state of Georgia (see http://gsa.gov/portal/category/100120 for a breakdown of travel rates)
- Any expenses labeled as miscellaneous, other, additional expenses, discretionary expenses, slush fund, etc.

8.4 In the execution of this Agreement, Recipient agrees to refrain from political activities, including endorsement of any political candidate or party, use of machinery, equipment, postage, stationary, or personnel on behalf of any candidate or any question of public policy subject to a referendum, or the display of political posters, stickers, or other printed material.

9. GENERAL PROVISIONS

9.1 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

9.2 Waiver. A waiver by GDEcD or GCA of any breach of any provision of this Agreement shall not be construed to be either a waiver of its rights regarding any succeeding breach of any such provision or a waiver of the provision itself.

9.3 Assignment. Recipient shall not assign all or any part of the rights or obligations under this Agreement without the prior written consent of GCA, which may be withheld in GCA's sole discretion. Any permitted assignment shall be binding on and inure to the benefit of the Parties' successors and assigns.

9.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. This Agreement may not be modified except by an instrument in writing signed by the Parties.

9.5 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflicts of law's provisions. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall take place in the Superior Court of Fulton County, Georgia. The Parties hereby consent to the personal jurisdiction of the Superior Court of Fulton County, Georgia in any dispute arising from or relating to this Agreement.

9.6 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between GDEcD/GCA and Recipient. No Party, by virtue of this Agreement, is authorized as an agent, employee or legal representative of the other except as specifically set forth herein.

9.7 Representation of Authority. Each individual executing this Agreement below represents that he or she has full authority to execute this Agreement on behalf of the party.

9.8 Boycott of Israel. Recipient certifies that it is not currently engaged in, and agrees for the Term of this Agreement not to engage in a boycott of Israel, as defined in O.C.G.A. §50-5-85.

9.9 Termination. GCA may terminate this Agreement at any time by giving written notice to the Recipient of such termination and specifying the effective date thereof.

9.10 Order of Preference. In the event of a conflict between the terms of this Grant Agreement, and any applicable Appendices or hyperlinks to grant guidelines, the Appendices or hyperlinks to grant guidelines shall control.

[SIGNATURES ON FOLLLOWING PAGE]

IN WITNESS THEREOF, the undersigned do hereby accept the terms and conditions as set forth in the above Agreement.

RECIPIENT

____
Authorizing Official Signature

Typed Name: ______________________________

Title: ___________________________________

Date: ___________________________________

FEIN: ____58-6000589____________

SAM UEI: _______________

GEORGIA COUNCIL FOR THE ARTS

____
Executive Director

Date: 7/24/23

APPENDIX A

National Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

You must ensure that the funded project is implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination (2 CFR 200.300).

As a registrant with SAM.gov, in most cases, you have already self-certified to the "Financial Assistance General Certifications and Representations," including attesting to the accuracy of the certification and acknowledging that you may be subjected to criminal prosecution under Section 1001, Title 18 USC, or civil liability under the False Claims Act if you have misrepresented the information. A copy of this Financial Assistance Certifications Report is available in your SAM.gov entity registration record.

1. Nondiscrimination Policies

As a condition of receipt of Federal financial assistance, you acknowledge and agree to execute your project, and require any contractors, successors, transferees, and assignees to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1.a Title VI of the Civil Rights Act of 1964, as amended, and implemented by the National Endowment for the Arts at 45 USC 1110, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with limited English proficiency (42 USC 2000d et seq.)

1.b As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons in conducting your programs and activities. For assistance and information go to www.arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance.

1.c Title IX of the Education Amendments of 1972, as amended, provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance (20 USC 1681 et seq.)

1.d The Age Discrimination Act of 1975, as amended, provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (42 USC 6101 et seq.)

1.e The Americans with Disabilities Act of 1990 (ADA), as amended, prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III) (42 USC 12101-12213).

1.f Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (29 USC 794).

Access should be integrated into all facets and activities of an organization, from day to day operations to long range goals and objectives. Access accommodations and services should be given a high priority and funds should be available for these services. All organizations are legally required to provide reasonable and necessary accommodations for staff and visitors with disabilities.

Section 504 - Self-Evaluation and Additional Resources

i. A Section 504 self-evaluation *must* be on file at your organization. To help your organization evaluate its programs, activities, and facilities with regard to Section 504 accessibility requirements, the Civil Rights Office has a *Section 504 Self Evaluation Workbook* available on our website.

ii. You should designate a staff member to serve as a 504 Coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three (3) years from the date the Federal Financial Report (FFR) is filed, and made available to the public and the National Endowment for the Arts upon request. The NATIONAL ENDOWMENT FOR THE ARTS may request the 504 Workbook or your compliance documents for various potential scenarios including an Inspector General audit and/or civil rights investigation.

iii. *Design for Accessibility: A Cultural Administrator's Handbook* provides guidance on making access an integral part of an organization's staffing, mission, budget, and programs. This Handbook and other resources may be downloaded from the National Endowment for the Arts website. If you have questions, contact the Office of Accessibility at accessibility@arts.gov; (202) 682-5532; FAX (202) 682-5715; or TTY (202) 682-5496.

2. Environmental and Preservation Policies

2.a The National Environmental Policy Act of 1969, as amended, applies to any Federal funds that would support an activity that may have environmental implications. We may ask you to respond to specific questions or provide additional information in accordance with the Act. If there are environmental implications, we will determine whether a categorical exclusion may apply; to undertake an environmental assessment; or to issue a "finding of no significant impact," pursuant to applicable regulations and 42 USC Sec. 4332.

2.b The National Historic Preservation Act of 1966, as amended, applies to any Federal funds that support activities that have the potential to impact any structure eligible for or on the National Register of Historic Places, adjacent to a structure that is eligible for or on the National Register of Historic Places, or located in a historic district, in accordance with Section 106. This also applies to planning activities that may affect historic properties or districts. We will conduct a review of your project activities, as appropriate, to determine the impact of your project activities on the structure or any affected properties. Agency review must be completed prior to any agency funds being released. You may be asked to provide additional information on your project to ensure compliance with the Act at any time during your award period (16 USC 470).

Other National Policies

3. Debarment and Suspension. You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR Part 180, as adopted by the National Endowment for the Arts in 2 CFR 3254.10.

There are circumstances under which we may receive information concerning your fitness to carry out a project and administer Federal funds, such as:

i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;

ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.

In these circumstances, we may need to act quickly to protect the interest of the government by suspending your funding while we undertake an investigation of the specific facts. We may coordinate our suspension actions with other Federal agencies that have an interest in our findings. A suspension may result in your debarment from receiving Federal funding government-wide for up to three (3) years.

4. The Drug Free Workplace Act requires you to publish a statement about your drug-free workplace program. You must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.

You must maintain on file the place(s) where work is being performed under this award (i.e., street address, city, state, and zip code). You must notify the National Endowment for the Arts Office of Grants Management of any employee convicted of a violation of a criminal drug statute that occurs in the workplace (41 USC 701 et seq. and 2 CFR Part 3256).

5. Lobbying. You may not conduct political lobbying, as defined in the statutes and regulations listed below, within your Federally-supported project. In addition, you may not use Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:

5.1 No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities (18 USC 1913).

5.2 Lobbying (2 CFR 200.450) describes the cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans as an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public.

5.3 Certification Regarding Lobbying to Obtain Awards. Section 319 of Public Law 101-121, codified at 31 USC 1352, prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in your project budget, and their use must be disclosed to the awarding Federal agency. Disclosure of lobbying activities by long-term employees (employed or expected to be employed for more than 130 days) is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.

6. Davis-Bacon and Related Acts (DBRA), as amended, requires that each contract over $2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works (these activities include, but are not limited to, painting, decorating, altering, remodeling, installing pieces fabricated off-site, and furnishing supplies or equipment for a work-site) must contain a clause setting forth the minimum wages to be paid to laborers and mechanics employed under the contract. Under the provisions of DBRA, contractors or their subcontractors must pay workers who qualify under DBRA no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

Information about the laborers and projects that fall under DBRA can be found in the U.S. Department of Labor's Compliance Guide at www.dol.gov/compliance/guide/dbra.htm . DBRA wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5, and with DOL's Compliance Guide. The provisions of DBRA apply within the 50 states, territories, protectorates, and Native American nations (if the labor is completed by non-tribal laborers).

7. The Native American Graves Protection and Repatriation Act of 1990 applies to any organization that controls or possesses Native American human remains and associated funerary objects and receives Federal funding, even for a purpose unrelated to the Act (25 USC 3001 et seq.).

8. U.S. Constitution Education Program. Educational institutions (including but not limited to "local educational agencies'' and "institutions of higher education") receiving Federal funds from any agency are required to provide an educational program on the U.S. Constitution on September 17 (P.L. 108-447, Division J, Sec. 111(b)). For more information on how to implement this requirement and suggested resources, see www2.ed.gov/policy/fund/guid/constitutionday and http://thomas.loc.gov/teachers/constitution.html.

9. Prohibition on use of funds to ACORN or its subsidiaries. None of the Federal or matching funds expended for your awarded project may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries (P.L. 111-88 Sec. 427).

APPENDIX B

Required Data Elements for Subaward Notices 2 CFR 200.332

Pass-through entities are required to provide subrecipients with the following information any time a subaward is made with Federal funds or funds that are used to meet Federal grant's required cost share/match. You do not need to provide this information in any particular order or format; the important thing is that the subrecipient is aware of the Federal source of funding and informed of the applicable award requirements. You must also ensure that all subawards to which Federal/cost share/matching funds are obligated are in compliance with all other Terms and Conditions for the Arts Endowment award.

Although these are the data elements required for making subawards, you may also have other data elements and information that you provide to them based on your own policies and procedures.

(1) In the case of subawards made only partially with Federal funds, your award notification should reflect the total amount awarded to the subrecipient, and then identify the Federal portion as required below.

(2) In the case of subawards that are being made only with your cost share/matching funds, you would list the Federal amount as zero but include all other required data elements, so that the recipient understands this award cannot be used to match another Federal grant.

NOTE: For items (vii) Amount of Federal Funds Obligated by this action, (viii) Total Amount of Federal Funds Obligated to the subrecipient, (ix) Total Amount of the Federal Award, if you have not determined the allocation of Federal/matching funds at the time the subaward is made, you must make provisions to convey this information to the subrecipient at the time that Federal or matching funds are obligated to their subaward.

Also, if these three data elements are all the same (e.g., you are obligating all Federal funds at one time), you can simply report (ix) Total Amount of the Federal Award.

2 CFR 200.332	SAMPLE RESPONSE	NOTES
(i) Subrecipient name	*Dance Council of Birmingham*	Legal name of the subrecipient; must match the entity's name in their D&B record.
(ii) Subrecipient's unique entity identifier UEI	*UEI created at SAM.gov.*	The subrecipient's UEI; must reflect legal name and current physical address.
(iii) Federal Award Identification Number (FAIN)	*XXXXXXXX-61-XX*	The Arts Endowment grant number as included on the SAA/RAO's Arts Endowment's Official Notice of Action award document.
(iv) Federal Award Date	*June 15, 20xx*	The award date on the SAA/RAO's Arts Endowment's Official Notice of Action award document.

2 CFR 200.332	SAMPLE RESPONSE	NOTES
(v) and (vi) Subaward Period of Performance and Budget Period	*July 1, 20xx - June 30, 20xx*	The start and end dates for the subaward grant period which includes when expenses must be incurred; must be within the period of performance for the SAA/RAO's Arts Endowment award.
Total amount of subaward (**non-Federal and Federal**, if applicable)	*$15,000*	This is the total amount of the subaward to the subrecipient.
(vii) Amount of **Federal Funds** Obligated by this action by the pass-through entity to the subrecipient	*$10,000*	This is the amount of Federal funds obligated by you, if any, to the subrecipient for the subaward.
(viii) Total Amount of **Federal Funds** Obligated to the subrecipient by the pass-through entity including the current financial obligation	*$10,000*	Usually the same amount as the row above, unless, as the pass-through, you amended the subaward with additional Federal funds.
(ix) Total Amount of the **Federal Award** committed to the subrecipient by the pass-through entity	*$10,000*	** Amount of Federal funds awarded under the Partnership Agreement to a subrecipient. Again, usually the same as the row above unless, as the pass-through, you amended the subaward with additional Federal funds.
(x) Federal award project description - *as required to be responsive to the Federal Funding Accountability and Transparency Act.*	*To support arts programs, services, and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan.*	The project description included on the Arts' Endowment's Official Notice of Action (NOA) for your Federal award or as amended.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of SAA or RAO	• *National Endowment for the Arts* • *The Great State Council on the Arts* • *John Doe, GSCA Deputy Director* • *555-333-5555* • *jdoe@GSCA.gov*	The Arts Endowment's name, the SAA/RAO's name, and name and contact information for the person authorizing the subaward on the SAA/RAO's behalf.
(xii) Assistance Listings number and Title (previously the CFDA Number and Name)	*45.024 Promotion of the Arts - Grants to Organizations and Individuals*	The Arts Endowment's Assistance Listings number and title as provided on the Official Notice of Action for your Arts Endowment award.

APPENDIX C

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

______________________________________	___________________________
Federal Work Authorization User Identification Number	Date of Authorization
______________________________________	___________________________
Name of Contractor	Name of Project
______________________________________	
Name of Public Employer	

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _________, _____, 20_____ in _______________ (city), __________ (state).

____
Signature of Authorized Officer or Agent

____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _______ DAY OF _____________, 20______.

____
NOTARY PUBLIC
My Commission Expires: ______________________________

APPENDIX D

Certification of "No Employees" under O.C.G.A. § 13-10-91(b)(5)

By signing this form, the undersigned contractor verifies it has no employees and has no plans to hire employees for the purpose of executing the contract (named below) for the Georgia Department of Economic Development. The contractor agrees to provide the Georgia Department of Economic Development with a copy of a state issued driver's license or a state issued identification card as proof that he/she is authorized to perform the work related to this contract. Failure to submit this signed statement and/or provide the required license or identification card would prohibit the Georgia Department of Economic Development from acquiring any additional or future services with your or your company.

____
Name of Contractor

____
Name of Project/Contract

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on ____ in

_________________________________(city), _______________(state).

____
Signature of Authorized Officer or Agent

____
Printed Name and Title of Authorized Officer or Agent