City of Flowery Branch
City Council Meeting
Thursday, November 16, 2023, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542

CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

ADOPTION OF AGENDA:

AWARDS & RECOGNITIONS

NEW BUSINESS -WORK SESSION:

- Presentation - Update: Wastewater Treatment Plant

- Consideration of Employee Insurance for Calendar Year 2024
  Executive Summary 2024 Employee Insurance.pdf
  REV 1_COFB Proposal 2024.pdf
- Consider First Reading of Ordinance 700 Amending the Charter of the City of Flowery Branch for more effective, efficient leasing of spaces.
  ES - Amend charter for leases Ordinance 700.pdf
  Flowery Branch City Charter Amendment 10 16 23.pdf
- Consideration of FY2024 Vibrant Communities Grant from the Georgia Council for the Arts Grant Acceptance
  Executive Summary - Vibrant Communities.pdf
  FY24 VC 16 City of Flowery Branch Contract.pdf

DEPARTMENT REPORTS: -
a. City Manager Report
b. City Clerk Report
c. Department of Fun Report
d. Finance Department Report
e. Human Resources Report
f. Planning Department Report
g. Police Department Report
h. Public Works & Utilities Report
i. Attorney Report
j. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider October 2023 Per Diem for Mayor Asbridge
  Mayor Per Diem - October 2023.pdf
- Consider October 19, 2023 City Council Meeting Minutes
  Unofficial October 19, 2023 City Council Meeting Minutes.pdf

NEW BUSINESS - VOTING SESSION:

- Consideration of Employee Insurance for Calendar Year 2024
  Executive Summary 2024 Employee Insurance.pdf
  REV 1_COFB Proposal 2024.pdf
- Consider First Reading of Ordinance 700 Amending the Charter of the City of Flowery Branch for more effective, efficient leasing of spaces.
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  Executive Summary - Vibrant Communities.pdf
  FY24 VC 16 City of Flowery Branch Contract.pdf

EXECUTIVE SESSION:

ADJOURNMENT:

If you have a disability or impairment and need special assistance please contact the City Clerk prior to the meeting at 770-967-6371 - Meeting agenda is subject to change

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Presentation - Update: Wastewater Treatment Plant

COUNCIL MEETING DATE: November 16, 2023

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Presentation only

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

-

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Employee Insurance for Calendar Year 2024

COUNCIL MEETING DATE: November 16, 2023

HISTORY:
Our third-party broker, NFP, has worked closely with the City Manager and Human Resources Director to make sure the needs of city staff are being met with the current insurance plans and coverage. Each year the needs will be reassessed, and proposals will be requested from insurance groups to compare new premiums and coverage offered for the upcoming calendar year.

FACTS AND ISSUES:
Currently the city's employees have insurance available through Anthem and the plan ends on 12/31/2023. Starting 1/1/2024 the recommendation is to remain with Anthem for medical, dental and vision. We are still under the rate guarantee for Dental and Vision coverage. The original proposal from Anthem Medical was a 9% increase in the annual costs. The negotiated and final proposal from Anthem Medical is an annual rate increase of 4% (from $725,360 to $754,374). This increase will be covered by the City, not passed on to the employees.

OPTIONS:
1) Approve the recommendations as presented.
2) Offer different recommendations.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve staff's recommendations for employee insurance for calendar year 2024.

SAMPLE MOTION:
I make a motion to approve staff's recommendations for employee insurance for calendar year 2024.

COLLABORATING DEPARTMENT:

DEPARTMENT: Human Resources

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary 2024 Employee Insurance.pdf
- REV 1_COFB Proposal 2024.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Employee Insurance for Calendar Year 2024.

DATE: November 10, 2023

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: November 16, 2023

PURPOSE: To seek council approval of the insurance benefits offered to employees for the calendar year 2024.

HISTORY: Our third-party broker, NFP, has worked closely with the City Manager and Human Resources Director to make sure the needs of city staff are being met with the current insurance plans and coverage. Each year the needs will be reassessed, and proposals will be requested from insurance groups to compare new premiums and coverage offered for the upcoming calendar year.

FACTS AND ISSUES: Currently the city's employees have insurance available through Anthem and the plan ends on 12/31/2023. Starting 1/1/2024 the recommendation is to remain with Anthem for medical, dental and vision. We are still under the rate guarantee for Dental and Vision coverage. The original proposal from Anthem Medical was a 9% increase in the annual costs. The negotiated and final proposal from Anthem Medical is an annual rate increase of 4% (from $725,360 to $754,374). This increase will be covered by the City, not passed on to the employees.

OPTIONS:

1) Approve the recommendations as presented.
2) Offer different recommendations.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve staff's recommendations for employee insurance for calendar year 2024.

DEPARTMENT: Employee Benefits

Prepared by: Krystle Hightower

City of Flowery Branch

Medical Renewal Analysis

January 1, 2024

		Current	Anthem Renewal	Negotiated Renewal
				A9U5
Plan Name		POS OAP5 2000/0%/3000 AE GA T4		
Provider Network		Open Access Plus		
In-Network Benefits				
Office Visits (PCP/Specialist)		$30/$60		
Deductible	Single	$2,000		
	Family	$6,000		
Coinsurance		100%		
Out of Pocket Maximum	Single	$3,000		
	Family	$9,000		
Hospital and Emergency				
Inpatient Hospital		Deductible		
Outpatient Surgery		Deductible		
Outpatient Lab/X-ray		Deductible		
Outpatient Advanced Imaging		Deductible		
Urgent Care		$75		
Emergency Room		$350		
Prescription Drugs				
Rx Deductible		None		
Tier 1 (Preferred Value/Generic)		$15		
Tier 2 (Preferred Brand)		$35		
Tier 3 (Nonpreferred)		$60		
Tier 4 (Preferred Specialty)		25% to $350		
Out of Network Benefits				
Deductible		$6,000/$18,000		
Out of Pocket Maximum		$9,000/$27,000		
Coinsurance		50%		
Rates by Plan	**Low**	**Current**	**Renewal**	**Negotiated Renewal**
Employee	36	$767.09	$836.13	$797.77
Employee + Spouse	4	$1,610.89	$1,755.87	$1,675.33
Employee + Child(ren)	2	$1,495.83	$1,630.45	$1,555.66
Family	10	$2,339.62	$2,550.19	$2,433.21
Monthly Premium by Plan		**$60,447**	**$65,887**	**$62,864**
Annual Premium by Plan		**$725,360**	**$790,644**	**$754,374**
		Current	**Renewal**	**Negotiated Renewal**
Annual Plan Totals		**$725,360**	**$790,644**	**$754,374**
Annual Cost Difference ($)		**-**	**$65,284**	**$29,014**
Annual Cost Difference (%)		**-**	**9.0%**	**4.0%**

This comparison is intended to illustrate the carrier's proposed services and rates and should not be relied upon to fully determine benefits and rates. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions.

For groups under 50 enrolled lives, carriers will base final rates based on final enrollment.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider First Reading of Ordinance 700 Amending the Charter of the City of Flowery Branch for more effective, efficient leasing of spaces.

COUNCIL MEETING DATE: November 16, 2023

HISTORY:
The City of Flowery Branch owns several properties that are leased out. To allow for more effective, efficient leasing of the properties, this amendment to the charter is needed.

FACTS AND ISSUES:
State law provides very specific rules for how cities may lease their property but also contains a provision that allows cities with charter provisions governing how they lease property to prevail over the narrow state requirements. Adding this language to the city charter will grant the city greater flexibility in how it structures leases of city owned property. Leases of city property will continue to come before council for final approval.

OPTIONS:
1) Amend the charter of the City of Flowery Branch.
2) Do not amend the charter.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve Ordinance #700 amending the charter of the City of Flowery Branch for more effective, efficient leasing of spaces.

SAMPLE MOTION:
I make a motion to approve Ordinance number 700 amending the charter of the City of Flowery Branch to allow for more efficient, effective leasing of properties.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- ES - Amend charter for leases Ordinance 700.pdf
- Flowery Branch City Charter Amendment 10 16 23.pdf

Flowery Branch

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Ordinance #700 amending the charter of the City of Flowery Branch for more effective, efficient leasing of spaces.

DATE: November 12, 2023

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL- N/A
CAPITAL-

COUNCIL ACTION REQUESTED ON: November 16, 2023

PURPOSE: Amend the charter of the City of Flowery Branch to allow for more effective, efficient leasing of spaces.

HISTORY: The City of Flowery Branch owns several properties that are leased out. To allow for more effective, efficient leasing of the properties, this amendment to the charter is needed.

FACTS AND ISSUES: State law provides very specific rules for how cities may lease their property but also contains a provision that allows cities with charter provisions governing how they lease property to prevail over the narrow state requirements. Adding this language to the city charter will grant the city greater flexibility in how it structures leases of city owned property. Leases of city property will continue to come before council for final approval.

OPTIONS:
1) Amend the charter of the City of Flowery Branch.
2) Do not amend the charter.

RECOMMENDED SAMPLE MOTION:
I make a motion to approve Ordinance number 700 amending the charter of the City of Flowery Branch to allow for more efficient, effective leasing of properties.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

STATE OF GEORGIA **ORDINANCE NO. 700**

CITY OF FLOWERY BRANCH

ORDINANCE TO AMEND THE CHARTER OF THE CITY OF FLOWERY BRANCH

WHEREAS, the City Council wishes to be good stewards of the public property of the city; and

WHEREAS, clarifying the authority of the city governing authority to lease public property in accordance with the provisions of O.C.G.A. § 36-37-6(l) enables the city to operate with the necessary flexibility to act in the best interests of the city; and

WHEREAS, changes to the City Charter may be made by the Mayor and City Council under the Home Rule Powers of a municipality as set forth in Chapter 35 of Title 36 of the O.C.G.A.; and

WHEREAS, in accordance with O.C.G.A. § 36-35-6(b)(l), a notice containing a synopsis of the proposed amendment was published in the official organ of the county or in a newspaper of general circulation in the municipal corporation once a week for three weeks within a period of 60 days immediately preceding its final adoption; and

WHEREAS, municipal charters may be amended by ordinances duly adopted at two regular consecutive meetings of the municipal governing authority, not less than seven nor more than 60 days apart; and

WHEREAS, the City of Flowery Branch adopted this amendment by an ordinance duly adopted at two regular consecutive meetings of the municipal governing authority;

NOW THEREFORE, the City Council of the City of Flowery Branch hereby ordains to amend the city charter as follows:

SECTION ONE

By adding a new subsection (c) to Section 1.3 to read as follows:

(c) The city council may acquire, hold, sell, exchange, rent, lease, or otherwise acquire or dispose of any real, personal, or mixed property, in fee simple or lesser interest, whether held by the city in its proprietary, governmental, or other capacity, inside or outside of the corporate boundaries of the city and wherever located under terms and conditions it deems to be in the best interests of the city.

SECTION TWO

The amendments to the Charter described herein shall become effective upon approval of this ordinance and upon a copy of the amendment, the required notice of publication, and an affidavit of a duly authorized representative of the newspaper in which the notice was published, is filed with the Secretary of State and in the office of the Clerk of the Superior Court of Hall County as required by O.C.G.A. § 36-35-5. The City Clerk is hereby authorized to make such filings.

Adopted this ____ day of ______, 2023.

____
Edward R. Asbridge, Mayor

____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

____
Ted C. Baggett, City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of FY2024 Vibrant Communities Grant from the Georgia Council for the Arts Grant Acceptance

COUNCIL MEETING DATE: November 16, 2023

HISTORY:
The City of Flowery Branch has been awarded the FY2024 Vibrant Communities Grant from the Georgia Council for the Arts in the amount of $5,000 to be used for cultivating the growth of a vibrant and thriving community through art.

FACTS AND ISSUES:
The goals of the Georgia Council for the Arts (GCA) and the Vibrant Communities grant program include using the arts to promote Georgia's economic growth, to support strong connections between artists, art 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.

OPTIONS:
To accept or reject the grant award from the Georgia Council of the Arts and its compliance requirements.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
$5,000 - Grant funds

RECOMMENDATION:
Accept a grant award in the amount of $5,000 from the FY2024 Vibrant Communities Grant awarded by the Georgia Council of the Arts

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SAMPLE MOTION:
I make a motion to accept the grant award of $5,000 from the Georgia Council of the Arts, comply with the grant conditions, and authorize the Mayor and staff to execute necessary documents to comply with the grant requirements and conditions.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Vibrant Communities.pdf
- FY24 VC 16 City of Flowery Branch Contract.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: FY2024 Vibrant Communities Grant from the Georgia Council for the Arts Grant Acceptance

DATE: November 16, 2023

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: November 16, 2023

PURPOSE:

To accept a grant award in the amount of $5,000 from the FY2024 Vibrant Communities Grant awarded by the Georgia Council or the Arts.

HISTORY:

The City of Flowery Branch has been awarded the FY2024 Vibrant Communities Grant from the Georgia Council for the Arts in the amount of $5,000 to be used for cultivating the growth of a vibrant and thriving community through art.

FACTS AND ISSUES:

The goals of the Georgia Council for the Arts (GCA) and the Vibrant Communities grant program include using the arts to promote Georgia's economic growth, to support strong connections between artists, art 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.

OPTIONS:

To accept or reject the grant award from the Georgia Council of the Arts and its compliance requirements.

RECOMMENDED SAMPLE MOTION:

I make a motion to accept the grant award of $5,000 from the Georgia Council of the Arts, comply with the grant conditions, and authorize the Mayor and staff to execute necessary documents to comply with the grant requirements and conditions.

DEPARTMENT: Administration

Prepared by: Elias Gobble

CONTRACT NO.	EFFECTIVE DATE	DEPARTMENT	PROGRAM
FY24 16 VC	October 15, 2023	4293201010	1461801
SUBCLASS NO.	**ACCOUNT NO.**	**SAM UEI**	**FEIN**
315	707012	H7BNXHNR9M57	58-0915163
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**
$ 5,000	$	$	$ 5,000
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
VIBRANT COMMUNITIES GRANT AGREEMENT FY24

GRANT AMOUNT: $ 5,000
PROGRAM: 01
STATE OF GEORGIA

START DATE: October 15, 2023
END DATE: June 1, 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 Flowery Branch
5410 W. Pine Street
Flowery Branch, GA 30542-3115

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

WITNESSETH:

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. <u>SCOPE OF SERVICES PROVIDED BY RECIPIENT</u>

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

"Bloom Where You Are Planted": Flowery Branch Mural Project

The City of Flowery Branch is looking to expand public art around our community. We have just completed phase one of our redevelopment plan and have several locations for murals as well as 3-dimensional displays. We want this mural project to capture the heart of our community, a "Bloom Where You Are Planted" design. Flowery Branch is nestled on the lake and over the last several years, we have had many people moving into our community. One such person was Mrs. Dinah Wayne. A motto in her life was to Bloom Where You Are Planted. She made a lasting impact on the City of Flowery Branch with her passion for education and having our historic Train Depot relocated and restored. We want to fill our city with that motto in art to honor and represent Mrs. Wayne as well as those who have moved into our community, made an impact, and made it their home. There are many others making an impact and blooming where they have been planted in the City of Flowery Branch and this mural project will help us capture their love for our community.

1.2 Recipient agrees that all expenses will be incurred and work will be completed within the current fiscal year, October 15, 2023-June 1, 2024 (FY24).

1.3 Recipient agrees to provide a 1:1 cash match to the award amount. Matching funds must be received by June 1, 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. <u>ADHERENCE TO LAWS</u>

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/vibrant-communities-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/vibrant-communities-grant/. All grant final reports are due within 30 days of the completion of the project, and no later than June 30, 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 FOLLOWING 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: ____58-0915163____________

SAM UEI: _____H7BNXHNR9M57__________

GEORGIA COUNCIL FOR THE ARTS

Tina Lilly
____
Executive Director

Date: 10/30/23

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

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider October 2023 Per Diem for Mayor Asbridge

COUNCIL MEETING DATE: November 16, 2023

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Mayor Per Diem - October 2023.pdf

City of Flowery Branch
Mayor & Council Attendance Sheet Per Diem Pay

Name: Mayor Edward Asbridge Month/Year: October 2023

Meeting Date	Description of Meeting
October 16, 2023	Mayor & City Manager Meeting, Gainesville
October 26, 2023	Reading to Children at Carrington Day School

My signature certifies that I am eligible to be paid for 2 meeting dates, a maximum of 5 per month, in accordance with the Per Diem Pay as described in Ordinance 477 and at a rate of $50.00 per meeting.

Total of $100.00

Signature

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider October 19, 2023 City Council Meeting Minutes

COUNCIL MEETING DATE: November 16, 2023

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Unofficial October 19, 2023 City Council Meeting Minutes.pdf

City of Flowery Branch
City Council Meeting
Thursday, October 19, 2023, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542

CALL WORK SESSION TO ORDER:

Mayor Asbridge called the council meeting to order at 6:02 p.m.

Present: Mayor Asbridge and Council Members Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, and Chris Mundy.

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Community Relations Director Renee Carden, Police Chief Chris Hulsey, Public Works & Utilities Director Bill Whidden, Human Resources Director Krystle Hightower and City Attorney Ted Baggett.

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

ADOPTION OF AGENDA:

There was a motion to remove the Public Hearing to Consider a Conditional Use Permit submitted by Park Mini-Storage, LLC.

MOTION: Joe Anglin
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

There was a motion made to approve the amended agenda.

MOTION: Joe Anglin
SECOND: Oliver McClellan
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS: None
Motion carried

NEW BUSINESS -WORK SESSION:

Consider Resolution 23-011: A Resolution Authorizing and Directing the Sale of Certain Property Owned by the City of Flowery Branch.

Chief Hulsey presented Resolution 23-011: A Resolution authorizing and directing the sale of certain property owned by the City of Flowery Branch. The City has two (2) 2014 Dodge Chargers with blown engines and we are asking permission to sell on GOVDeals.com.

There were no questions.

Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program Grant Acceptance

Accounting Manager Elias Gobble presented an acceptance of a grant award in the amount of $50,000 from the Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program. There were six hundred forty-five applicants, and the City of Flowery Police Department was one of two hundred sixty-five departments that was awarded a grant for body-worn cameras in the amount of $50,000.

Council held a discussion with Manager Gobble on the grant acceptance.

DEPARTMENT REPORTS:

City Manager Report:

City Manager Parrish advised that Director Carden does an amazing job and is a joy to work with.

City Clerk Report:

City Clerk Cooper advised citizens Early Voting is taking place October 16 through November 3, 2023, and include two Saturdays October 21 and October 28. Early voting hours are 9 a.m. to 5 p.m. The General Election will be held on November 7, 2023, from 7 a.m. until 7 p.m. at City Hall. There have been ninety-three voters by the close of today.

Community Relations Report:

Director Carden introduced Bailey Ramsey who works in the Community Relations Department. She stated her team promotes engagement, cultivating economic growth, and planting lasting memories in the hearts of Flowery Branch's citizens. She updated the rentals at the Depot and the Community Room. The Depot rentals in 2022 were 28 and to date this year there have been 73 rentals. The Community Room rentals in 2022 were 14 and to date there have been 39 rentals. She advised the followers on Facebook and Instagram have increased largely due to Bailey. Her department empowers the community through event production like the weekly farmers market, monthly block parties and the annual Christmas Festival. The Community Relations Department has added several new events like the St. Patrick's Day event, Yoga on the Lawn, Monthly Music in the Branch, Back to School Giveaway and the Christmas Wishes

Lantern Parade. Looking into 2024 will launch a new website, new Welcome sign, Winter Farmer's Market, live theater in the Branch, Christmas festivities, 150 Year Celebration, Farm to Table Dinner, New Latino Art Festival, and the opening of three new retail businesses.

Public Works & Utilities Report:

Director Whidden reported the painting has started on the new water tower.

Council Report:

Council Member Mundy reported he voted today, and it was a quick and easy process.

Council Member Mezzanotte invited citizens to come out and vote to have their voice heard. He also stated that Facebook may not be the best place to find answers and he invited all citizens to send an email to any of the Council Members if you have questions.

Council Member Anglin complimented the new banners in the City.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 6:20 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 6:20 p.m.

PUBLIC COMMENTS: There were no public comments.

CONSENT AGENDA:

- *Consider September 2023 Per Diem for Mayor Asbridge*
- *Consider October 5, 2023 City Council Meeting Minutes*

There was a motion made to approve the consent agenda as presented.

MOTION:	Chris Mundy
SECOND:	Joseph Mezzanotte
AYES:	Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS:	None

Motion carried

NEW BUSINESS - VOTING SESSION:

Consider Resolution 23-011: A Resolution Authorizing and Directing the Sale of Certain Property Owned by the City of Flowery Branch.

There was a motion made to approve Resolution 23-011: to authorize the Mayor, Finance Director, and City Manager to transfer the title and ownership of said vehicles to the highest and best bidder on GOVDeals.com.

MOTION:	Oliver McClellan
SECOND:	William McDaniel
AYES:	Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS:	None

Motion carried

Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program Grant Acceptance

There was a motion made to accept the Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program Grant award, comply with the grant conditions, and authorize the Mayor and staff to execute necessary documents to comply with the grant requirements and conditions.

MOTION:	Chris Mundy
SECOND:	Joe Anglin
AYES:	Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS:	None

Motion carried

EXECUTIVE SESSION: There was no executive session held.

ADJOURNMENT:

There was a motion made to adjourn the meeting at 6:22 p.m.

MOTION:	Oliver McClellan
SECOND:	Joe Anglin
AYES:	Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte, Chris Mundy
NAYS:	None

Motion carried

______________________	______________	______________________
Edward R. Asbridge, Mayor	Date	Shelia Cooper, City Clerk

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Employee Insurance for Calendar Year 2024

COUNCIL MEETING DATE: November 16, 2023

HISTORY:
Our third-party broker, NFP, has worked closely with the City Manager and Human Resources Director to make sure the needs of city staff are being met with the current insurance plans and coverage. Each year the needs will be reassessed, and proposals will be requested from insurance groups to compare new premiums and coverage offered for the upcoming calendar year.

FACTS AND ISSUES:
Currently the city's employees have insurance available through Anthem and the plan ends on 12/31/2023. Starting 1/1/2024 the recommendation is to remain with Anthem for medical, dental and vision. We are still under the rate guarantee for Dental and Vision coverage. The original proposal from Anthem Medical was a 9% increase in the annual costs. The negotiated and final proposal from Anthem Medical is an annual rate increase of 4% (from $725,360 to $754,374). This increase will be covered by the City, not passed on to the employees.

OPTIONS:
1) Approve the recommendations as presented.
2) Offer different recommendations.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve staff's recommendations for employee insurance for calendar year 2024.

SAMPLE MOTION:
I make a motion to approve staff's recommendations for employee insurance for calendar year 2024.

COLLABORATING DEPARTMENT:

DEPARTMENT: Human Resources

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary 2024 Employee Insurance.pdf
- REV 1_COFB Proposal 2024.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Employee Insurance for Calendar Year 2024.

DATE: November 10, 2023

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: November 16, 2023

PURPOSE: To seek council approval of the insurance benefits offered to employees for the calendar year 2024.

HISTORY: Our third-party broker, NFP, has worked closely with the City Manager and Human Resources Director to make sure the needs of city staff are being met with the current insurance plans and coverage. Each year the needs will be reassessed, and proposals will be requested from insurance groups to compare new premiums and coverage offered for the upcoming calendar year.

FACTS AND ISSUES: Currently the city's employees have insurance available through Anthem and the plan ends on 12/31/2023. Starting 1/1/2024 the recommendation is to remain with Anthem for medical, dental and vision. We are still under the rate guarantee for Dental and Vision coverage. The original proposal from Anthem Medical was a 9% increase in the annual costs. The negotiated and final proposal from Anthem Medical is an annual rate increase of 4% (from $725,360 to $754,374). This increase will be covered by the City, not passed on to the employees.

OPTIONS:

1) Approve the recommendations as presented.
2) Offer different recommendations.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve staff's recommendations for employee insurance for calendar year 2024.

DEPARTMENT: Employee Benefits

Prepared by: Krystle Hightower

City of Flowery Branch
Medical Renewal Analysis
January 1, 2024

		Anthem		
		Current	Renewal	Negotiated Renewal
				A9U5
Plan Name		POS OAP5 2000/0%/3000 AE GA T4		
Provider Network		Open Access Plus		
In-Network Benefits				
Office Visits (PCP/Specialist)		$30/$60		
Deductible	Single	$2,000		
	Family	$6,000		
Coinsurance		100%		
Out of Pocket Maximum	Single	$3,000		
	Family	$9,000		
Hospital and Emergency				
Inpatient Hospital		Deductible		
Outpatient Surgery		Deductible		
Outpatient Lab/X-ray		Deductible		
Outpatient Advanced Imaging		Deductible		
Urgent Care		$75		
Emergency Room		$350		
Prescription Drugs				
Rx Deductible		None		
Tier 1 (Preferred Value/Generic)		$15		
Tier 2 (Preferred Brand)		$35		
Tier 3 (Nonpreferred)		$60		
Tier 4 (Preferred Specialty)		25% to $350		
Out of Network Benefits				
Deductible		$6,000/$18,000		
Out of Pocket Maximum		$9,000/$27,000		
Coinsurance		50%		
Rates by Plan	**Low**	**Current**	**Renewal**	**Negotiated Renewal**
Employee	36	$767.09	$836.13	$797.77
Employee + Spouse	4	$1,610.89	$1,755.87	$1,675.33
Employee + Child(ren)	2	$1,495.83	$1,630.45	$1,555.66
Family	10	$2,339.62	$2,550.19	$2,433.21
Monthly Premium by Plan		**$60,447**	**$65,887**	**$62,864**
Annual Premium by Plan		**$725,360**	**$790,644**	**$754,374**
		Current	Renewal	Negotiated Renewal
Annual Plan Totals		**$725,360**	**$790,644**	**$754,374**
Annual Cost Difference ($)		-	**$65,284**	**$29,014**
Annual Cost Difference (%)		-	**9.0%**	**4.0%**

This comparison is intended to illustrate the carrier's proposed services and rates and should not be relied upon to fully determine benefits and rates. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions.

For groups under 50 enrolled lives, carriers will base final rates based on final enrollment.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider First Reading of Ordinance 700 Amending the Charter of the City of Flowery Branch for more effective, efficient leasing of spaces.

COUNCIL MEETING DATE: November 16, 2023

HISTORY:
The City of Flowery Branch owns several properties that are leased out. To allow for more effective, efficient leasing of the properties, this amendment to the charter is needed.

FACTS AND ISSUES:
State law provides very specific rules for how cities may lease their property but also contains a provision that allows cities with charter provisions governing how they lease property to prevail over the narrow state requirements. Adding this language to the city charter will grant the city greater flexibility in how it structures leases of city owned property. Leases of city property will continue to come before council for final approval.

OPTIONS:
1) Amend the charter of the City of Flowery Branch.
2) Do not amend the charter.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve Ordinance #700 amending the charter of the City of Flowery Branch for more effective, efficient leasing of spaces.

SAMPLE MOTION:
I make a motion to approve Ordinance number 700 amending the charter of the City of Flowery Branch to allow for more efficient, effective leasing of properties.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- ES - Amend charter for leases Ordinance 700.pdf
- Flowery Branch City Charter Amendment 10 16 23.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Ordinance #700 amending the charter of the City of Flowery Branch for more effective, efficient leasing of spaces.

DATE: November 12, 2023

BUDGET INFORMATION:
ANNUAL- N/A
CAPITAL-

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: November 16, 2023

PURPOSE: Amend the charter of the City of Flowery Branch to allow for more effective, efficient leasing of spaces.

HISTORY: The City of Flowery Branch owns several properties that are leased out. To allow for more effective, efficient leasing of the properties, this amendment to the charter is needed.

FACTS AND ISSUES: State law provides very specific rules for how cities may lease their property but also contains a provision that allows cities with charter provisions governing how they lease property to prevail over the narrow state requirements. Adding this language to the city charter will grant the city greater flexibility in how it structures leases of city owned property. Leases of city property will continue to come before council for final approval.

OPTIONS:
1) Amend the charter of the City of Flowery Branch.
2) Do not amend the charter.

RECOMMENDED SAMPLE MOTION:
I make a motion to approve Ordinance number 700 amending the charter of the City of Flowery Branch to allow for more efficient, effective leasing of properties.

DEPARTMENT: Administration

Prepared by: Tonya Parrish

STATE OF GEORGIA **ORDINANCE NO. 700**

CITY OF FLOWERY BRANCH

ORDINANCE TO AMEND THE CHARTER OF THE CITY OF FLOWERY BRANCH

WHEREAS, the City Council wishes to be good stewards of the public property of the city; and

WHEREAS, clarifying the authority of the city governing authority to lease public property in accordance with the provisions of O.C.G.A. § 36-37-6(l) enables the city to operate with the necessary flexibility to act in the best interests of the city; and

WHEREAS, changes to the City Charter may be made by the Mayor and City Council under the Home Rule Powers of a municipality as set forth in Chapter 35 of Title 36 of the O.C.G.A.; and

WHEREAS, in accordance with O.C.G.A. § 36-35-6(b)(l), a notice containing a synopsis of the proposed amendment was published in the official organ of the county or in a newspaper of general circulation in the municipal corporation once a week for three weeks within a period of 60 days immediately preceding its final adoption; and

WHEREAS, municipal charters may be amended by ordinances duly adopted at two regular consecutive meetings of the municipal governing authority, not less than seven nor more than 60 days apart; and

WHEREAS, the City of Flowery Branch adopted this amendment by an ordinance duly adopted at two regular consecutive meetings of the municipal governing authority;

NOW THEREFORE, the City Council of the City of Flowery Branch hereby ordains to amend the city charter as follows:

SECTION ONE

By adding a new subsection (c) to Section 1.3 to read as follows:

(c) The city council may acquire, hold, sell, exchange, rent, lease, or otherwise acquire or dispose of any real, personal, or mixed property, in fee simple or lesser interest, whether held by the city in its proprietary, governmental, or other capacity, inside or outside of the corporate boundaries of the city and wherever located under terms and conditions it deems to be in the best interests of the city.

SECTION TWO

The amendments to the Charter described herein shall become effective upon approval of this ordinance and upon a copy of the amendment, the required notice of publication, and an affidavit of a duly authorized representative of the newspaper in which the notice was published, is filed with the Secretary of State and in the office of the Clerk of the Superior Court of Hall County as required by O.C.G.A. § 36-35-5. The City Clerk is hereby authorized to make such filings.

Adopted this ____ day of ______, 2023.

____
Edward R. Asbridge, Mayor

____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

____
Ted C. Baggett, City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of FY2024 Vibrant Communities Grant from the Georgia Council for the Arts Grant Acceptance

COUNCIL MEETING DATE: November 16, 2023

HISTORY:
The City of Flowery Branch has been awarded the FY2024 Vibrant Communities Grant from the Georgia Council for the Arts in the amount of $5,000 to be used for cultivating the growth of a vibrant and thriving community through art.

FACTS AND ISSUES:
The goals of the Georgia Council for the Arts (GCA) and the Vibrant Communities grant program include using the arts to promote Georgia's economic growth, to support strong connections between artists, art 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.

OPTIONS:
To accept or reject the grant award from the Georgia Council of the Arts and its compliance requirements.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
$5,000 - Grant funds

RECOMMENDATION:
Accept a grant award in the amount of $5,000 from the FY2024 Vibrant Communities Grant awarded by the Georgia Council of the Arts

SAMPLE MOTION:
I make a motion to accept the grant award of $5,000 from the Georgia Council of the Arts, comply with the grant conditions, and authorize the Mayor and staff to execute necessary documents to comply with the grant requirements and conditions.

COLLABORATING DEPARTMENT:

DEPARTMENT: Finance

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Vibrant Communities.pdf
- FY24 VC 16 City of Flowery Branch Contract.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: FY2024 Vibrant Communities Grant from the Georgia Council for the Arts Grant Acceptance

DATE: November 16, 2023

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: November 16, 2023

PURPOSE:

To accept a grant award in the amount of $5,000 from the FY2024 Vibrant Communities Grant awarded by the Georgia Council or the Arts.

HISTORY:

The City of Flowery Branch has been awarded the FY2024 Vibrant Communities Grant from the Georgia Council for the Arts in the amount of $5,000 to be used for cultivating the growth of a vibrant and thriving community through art.

FACTS AND ISSUES:

The goals of the Georgia Council for the Arts (GCA) and the Vibrant Communities grant program include using the arts to promote Georgia's economic growth, to support strong connections between artists, art 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.

OPTIONS:

To accept or reject the grant award from the Georgia Council of the Arts and its compliance requirements.

RECOMMENDED SAMPLE MOTION:

I make a motion to accept the grant award of $5,000 from the Georgia Council of the Arts, comply with the grant conditions, and authorize the Mayor and staff to execute necessary documents to comply with the grant requirements and conditions.

DEPARTMENT: Administration

Prepared by: Elias Gobble

CONTRACT NO.	EFFECTIVE DATE	DEPARTMENT	PROGRAM
FY24 16 VC	October 15, 2023	4293201010	1461801
SUBCLASS NO.	**ACCOUNT NO.**	**SAM UEI**	**FEIN**
315	707012	H7BNXHNR9M57	58-0915163
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**
$ 5,000	$	$	$ 5,000
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
VIBRANT COMMUNITIES GRANT AGREEMENT FY24

GRANT AMOUNT: $ 5,000
PROGRAM: 01
STATE OF GEORGIA

START DATE: October 15, 2023
END DATE: June 1, 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 Flowery Branch
5410 W. Pine Street
Flowery Branch, GA 30542-3115

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

WITNESSETH:

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. <u>SCOPE OF SERVICES PROVIDED BY RECIPIENT</u>

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

"Bloom Where You Are Planted": Flowery Branch Mural Project

The City of Flowery Branch is looking to expand public art around our community. We have just completed phase one of our redevelopment plan and have several locations for murals as well as 3-dimensional displays. We want this mural project to capture the heart of our community, a "Bloom Where You Are Planted" design. Flowery Branch is nestled on the lake and over the last several years, we have had many people moving into our community. One such person was Mrs. Dinah Wayne. A motto in her life was to Bloom Where You Are Planted. She made a lasting impact on the City of Flowery Branch with her passion for education and having our historic Train Depot relocated and restored. We want to fill our city with that motto in art to honor and represent Mrs. Wayne as well as those who have moved into our community, made an impact, and made it their home. There are many others making an impact and blooming where they have been planted in the City of Flowery Branch and this mural project will help us capture their love for our community.

1.2 Recipient agrees that all expenses will be incurred and work will be completed within the current fiscal year, October 15, 2023-June 1, 2024 (FY24).

1.3 Recipient agrees to provide a 1:1 cash match to the award amount. Matching funds must be received by June 1, 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. <u>ADHERENCE TO LAWS</u>

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/vibrant-communities-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/vibrant-communities-grant/. All grant final reports are due within 30 days of the completion of the project, and no later than June 30, 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 FOLLOWING 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: ____58-0915163_____________

SAM UEI: _____H7BNXHNR9M57__________

GEORGIA COUNCIL FOR THE ARTS

____
Executive Director

Date: ________10/30/23________________

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