

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
ANNA MCCOY, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MONTAHAN
STEPHANIE WARMOTH
DANNY CARTER

City of Villa Rica



INT CITY MGR: JENNIFER HALLMAN
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: KEVIN DRUMMOND

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

MAYOR & COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street

August 12, 2025 | 6:00 PM

Meeting Call to Order (Mayor Leslie McPherson)

Invocation (Mayor Leslie McPherson)

Pledge of Allegiance Ofc. Victoria Hamilton, VRPD

Ceremonial Presentations (Mayor & Council)

- 25-Year Employment Anniversary Recognition- Detective Carol Collett (Police Department)
- 20- Year Employment Anniversary Recognition- Chris Todd (Water Treatment Plant)

Adoption of the Agenda (Mayor Leslie McPherson)

Council Updates (Subjects of General Interest and Concern)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)

Consent Agenda (Mayor Leslie McPherson)

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. 20th Annual Don Rich Ford Villa Rica Frontiers' Rodeo (Jennifer Hallman, Interim City Manager/CFO)
2. Carroll SPLOST- IGA (Kevin Drummond, City Attorney)
3. Insurance Renewal - Plan Year 25-26 (Tiffany Lanford, Director)
4. Insurance Premiums - Plan Year 25-26 (Tiffany Lanford, Director)
5. Three Rivers Commission - Area Agency on Aging Contract for Services Fiscal Year 2026 (Lisa Deming, Senior Center Manager)
6. Mirror Lake Blvd Left Turn (Mark Teal, PE, City Engineer)
7. South Street Sewer System Extension (John Bain, Interim Deputy City Manager/ Utilities Director)
8. External Audit RFP Award (Amanda Long, Interim Finance Director)
9. FY25 Budget Amendments #166 - 173 (Amanda Long, Interim Finance Director)

A. Governing Body (Mayor Leslie McPherson)

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the City Clerk at 678-840-1229 10 business days before the scheduled meeting to allow the City to make reasonable accommodations for those persons.

1. Ethics Ordinance (Kevin Drummond, City Attorney)
2. Approval of Work Session Minutes from July 1, 2025
3. Approval of Council Meeting Minutes from July 8, 2025

B. City Manager (Interim City Manager, Jennifer Hallman)

- August City Manager Report

C. Executive Session (Kevin Drummond, City Attorney)

1. Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D).
2. Pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

Adjournment (Mayor Leslie McPherson)

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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Request for Temporary Signage for the Don Rich Ford Villa Rica Frontiers' Rodeo
AGENDA DATE: August 12, 2025

DATE PREPARED: July 31, 2025
PREPARED BY: Jennifer Hallman, Interim City Manager/CFO

AMOUNT:
GL ACCOUNT #:
FUNDING SOURCE:

PURPOSE: To approve the temporary placement of signage for the Don Rich Ford Villa Rica Frontiers' Rodeo organized by Clint Chance.

BACKGROUND: Clint Chance has requested permission to place temporary signage within the City limits. The signage will be removed no later than August 26th. The request includes up to twelve (12) 4' x 4' signs and up to fifty (50) 18"x 24" signs.

MOTION: I move to approve the Don Rich Ford Villa Rica Frontiers' Rodeo temporary signage within the City limits through August 26th.

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City of Villa Rica

SPECIAL EVENT PERMIT APPLICATION

Special Event Title: Don-Rich Ford Villa Rica Frontiers' Rodeo

Company: Villa Rica Frontiers' Rodeo

Company Address: Post Office Box 323 Villa Rica, GA 30180

Phone: 770-634-9650 Fax: _____ Email: platinumeventpromotions@gmail

Location/Site Master: pcarodeo.com

Cell: _____ Email: _____

Location/Site Master: _____

Cell: _____ Email: _____

TYPE OF PERMIT

☐ Fair	☐ Tour
☐ Grand Opening Celebration	☐ Race
☐ Parade	☐ March
☐ Rally	☐ Assembly
☐ Festival	☐ Concert
☐ Holiday Celebration	☐ Bicycle/Run
☐ Block Party	☒ Other: <u>Rodeo</u>

Description of Project: 20th annual Pro Rodeo

Location of Project: 1449 Carrollton Villa Rica Highway, Villa Rica, GA 30180

☒ Commercial Use ☐ Residential Location ☐ City Park ☐ Other

NOTE: If your Special Event occurs at a residential location and contains any of the two listed items below, a meeting with City Manager is required and a minimum of one week in advance before your application can be accepted and processed:

1. Full and/or Partial Lane and Street Closures
2. Requested Variances to any City of Villa Rica Ordinance

Case # _____
SPECIAL EVENT PERMIT APPLICATION

Contact Name to Schedule the Meeting: _____

Phone: _____ Fax: _____

Email: _____

Names of Attendees to Attend the Meeting: _____

List any Alteration of Vegetation or Building Modifications that Could Remain Permanent After the Completion of the Project: _____

shallow plowing of rodeo arena - no permanent alteration as grass will grow back over the site

Number of Tents: 10 Square Footage of Each Tent: 10ft X 10ft

List Tent Locations: Big Field beside V-Plex

Will Portable Restrooms (Porta Potties) be Utilized? X Yes _____ No If Yes, Please List Placement and Locations: Big Field beside V-Plex

SPECIAL EVENT PREP

DATES

From: Aug 15 To: Aug 22

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

HOURS

From: 8am A.M./P.M. To: 8pm A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

Describe Preparation Activity: perimeter fencing, bleachers, vendor area, arena, light towers, parking prep

SPECIAL EVENT PERMIT APPLICATION

SPECIAL EVENT

DATES

From: 8-22 To: 8-23

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

Describe Special Event Activity: Pro Rodeo Show

HOURS

From: 6pm A.M./P.M. To: 11pm A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

CLEAN-UP/CLOSE OUT

DATES

From: 8-25 To: 8-29

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

HOURS

From: 8am A.M./P.M. To: 8pm A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

From: _____ A.M./P.M. To: _____ A.M./P.M.

Describe Clean Up/Close Out Activity: break down of arena, fencing, towers, portable restrooms and trash**NOTE:** The following three items' must be provided when applicable:

1. Site Plan – Showing Special Event Location
2. Proof of permission from Property Owner for use of the Special Event Location
3. Notification of neighbors and businesses affected by the Special Event Location

USES: (Please Check Applicable)

_____ Street Closure

_____ Lane Closure

☒ Other: traffic control on hwy 61**NOTE:** The City of Villa Rica Shall Be Utilized if Available

Case # _____

SPECIAL EVENT PERMIT APPLICATION

If any of the above are checked, please give a detailed description, including dates and times:

Villa Rica Police Department will control traffic entering and exiting the property from 6pm to 11pm
approximately on 8-22 and 8-23

ELEMENTS AND SPECIAL EFFECTS OR STUNTS (Please Check Applicable)

- ☒ Generator(s)
- ☒ Special Lighting/Lighting Cranes
- ☒ Music Playback
- ☐ Smoke/Fire/Other Pyro
- ☒ Vehicles
- ☒ Animals
- ☐ Other: _____

If any of the above are checked, please give a detailed description, including dates and times:

all part of the production from approximately 6pm to 11pm on 8-22 and 8-23

Please List Any Special Requests Not Already Covered:

NOTE: The City reserves the right to deny any Special Event Permit that is not within the best interest(s) of the City and its Residents. No Special Event Permit shall be issued more than once per quarter at any one residential location and shall be no more than fourteen (14) consecutive days in duration, unless otherwise previously requested and approved by the City Manager.



Case # _____

SPECIAL EVENT PERMIT APPLICATION

HOLDS HARMLESS AGREEMENT

The applicant agrees to indemnify the City of Villa Rica and to be solely and absolutely liable upon any and all claims, suites and judgements against the City and/or the application for personal injuries and property damages arising out of or occurring during the activities of the applicant, his/her (its) employees or otherwise. The applicant further agrees to comply with all pertinent provisions of Georgia laws, rules and regulations. This permit may be revoked at any time

Clint M Chance (electronic signature)

Applicant Signature

7-31-2025

Date

Permit Fee: \$100.00/Day

\$500.00 Sanitation Bond Required if Filming Occurs in a City Owned Park or Facility



20th Anniversary

Villa Rica Frontiers' Rodeo



July 30, 2025

City of Villa Rica
Attn: Brecca Carter / Community Development Director, Interim
206 North Avenue
Villa Rica, GA 30180

Ms. Carter,

The 20th annual Villa Rica Frontiers' Rodeo is scheduled for August 22nd and 23rd, 2025. Please accept this instrument as our official request for temporary signage placement within the City limits of Villa Rica. The following pertinent information is for your department's review:

1) Requesting City wide placement of signage prior to the starting event date; **Wednesday, August 13th** with removal **no later than August 26th**. Our organization has successfully removed all signage from within the City limits concluding the first business day after the event for the past nineteen years.

2) All signage will be constructed of, "coroplast". This material is a light weight, ridged plastic that does not fold or wrinkle in comparison to traditional vinyl signs. Thus the sign does not deform during inclement weather or wind making it clean and providing a much neater appearance when erected.

4ft X 4ft signage - not to exceed 12

18 inches X 24 inches signage (small) - not to exceed 50

3) All signage will be placed onto private property with the owner's permission. Many locations are event sponsors. There will be NO signage placed in, "rights-of-way" or areas that would impede upon the safety of motor vehicle travel. Signs are numbered for inventory ensuring all are accounted for during post event pick-up.

4) The Frontiers' Rodeo is family oriented and organizers strive to produce a quality event that is of good taste with the inclusion of numerous safety measures. On-site ambulatory services, uniformed security which includes contracted Villa Rica Police Department Officers for highway traffic direction and venue crowd control, are among some of the safety precautions implemented.

5) Because of the family friendly atmosphere, alcohol is PROHIBITED on the premises of the event.

6) Many local non-profit and public school systems have benefited annually from the production of this professional rodeo. Among last year's recipients for monetary donations included but were not limited to: VRHS Band Boosters, VRHS Football Youth Card Program and Temple High School Soccer Team.

7) While the event is not being hosted directly on City owned property, ***the Frontiers' Rodeo will provide general liability insurance out of good faith, listing the City of Villa Rica as an additional insured on its multi-million dollar policy.***

8) The event will be properly permitted and approved by various regulatory entities including but not limited to; The Georgia Department of Agricultural, Fire Marshalls Office and Georgia Department of Environmental Health. Event address is 1449 Carrollton-Villa Rica Highway, Villa Rica, GA 30180 (City Limits)

9) The Frontiers' Rodeo has been featured and/or associated with many nationally recognized organizations. From a national cover story on CNN Headline News, the debut of a new tea line thru FUZE, a subsidiary of the Coca-Cola Company, write-ups in the AJC News to the opening of Small Cakes in downtown Villa Rica to the Ghost Riders, a world-wide acclaimed act with live monkeys riding side saddle on the back of, "Border Collie" dogs just to name a few. Additionally, in years past, Brigade, a world class Free Style Motor Cross Stunt Performing Company, wowed fans from the West GA Community. Organizers are proud to have brought many world class acts and affiliates for an entertainment stop in Villa Rica, GA that has drawn tens of thousands of spectators to our community over the years.

I trust the enclosed information is substantial in providing the necessary documentation for your review. Please do not hesitate to contact me with any questions or concerns.

Best,

Clint

Clint M. Chance
Chief of Operations

Villa Rica Frontiers' Rodeo
Post Office Box 323
Villa Rica, GA 30180

770-634-9650
platinumeventpromotions@gmail.com

www.pcarodeo.com www.iprarodeo.com www.4Lrodeo.com www.facebook.com/donrichfordvillaricafrontiersrodeo





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Valley Insurance Service, Inc. PO Box 1289 Fort Valley, GA 31030	CONTACT NAME Jeff Holly PHONE (A/C, No. Ext.) (478)825-2034 E-MAIL jeff@visins.net ADDRESS	FAX (A/C, No.) (478)825-0143
INSURED	4L Rodeo Inc 3198 Farmersville Rd Summerville, GA 30747-6733	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Western World	
		INSURER B: AUTO OWNERS	32700
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00009999-2739649 REVISION NUMBER: 136

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE	TYPE OF INSURANCE	ADDITIONAL RISK	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO. ☐ LOC ☐ OTHER		NPP6135779	09/23/2024	09/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED. EXP. (Any one person) \$ 100,000 PERSONAL & ADV. INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPOUND AGG. \$ 2,000,000 included
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ AUTOS ONLY ☒ SCHEDULED AUTOS ONLY		5319756000	01/27/2025	01/27/2026	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	☐ UMBRELLA LIAB. ☐ OCCUR ☐ EXCESS LIAB. ☐ CLAIMS-MADE ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY - ANY PROPRIETOR/SHARED/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ Y ☒ N/A				PER. STATUTE ☐ OTHER ☐ ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Villa Rica Frontiers' Rodeo
August 22-23, 2025
1605 Carrollton-Villa Rica Hwy
Villa Rica, GA 30180

(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER	CANCELLATION
Ingles Markets, Inc PO Box 6676 Asheville, NC 28816	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE (JSH)

ACORD 25 (2016/03)

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DATE (MM/DD/YYYY)

07/28/2025

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PRODUCER Valley Insurance Service, Inc. PO Box 1289 Fort Valley, GA 31030	CONTACT NAME: Jeff Holly PHONE (A/C, No, Ext): (478)825-2034 E-MAIL ADDRESS: jeff@visins.net FAX (A/C, No): (478)825-0143	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Western World		
INSURER B: AUTO OWNERS		32700
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED 4L Rodeo Inc 3198 Farmersville Rd Summerville, GA 30747-6733	
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COVERAGES**CERTIFICATE NUMBER:** 00005999-1407302**REVISION NUMBER:** 134

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NPP6135779	09/23/2024	09/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5319756000	01/27/2025	01/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Villa Rica Frontiers' Rodeo
August 22-23, 2025
2011 Carrollton Villa Rica Hwy Villa Rica, GA 30180
Policy affords Blanket Additional Insured Coverage

CERTIFICATE HOLDER**CANCELLATION**

City Of Villa Rica 571 W Bankhead Highway Villa Rica, GA 30180	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (JSH)
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RESOLUTION REGARDING
SPLOST INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City has reviewed the proposed Intergovernmental Agreement between Carroll County, the City of Bowdon, the City of Bremen, the City of Carrollton, the City of Mount Zion, the Town of Roopville, the City of Temple, the City of Villa Rica, and the City of Whitesburg, related to the continuation and distribution of a Special Purpose Local Option Sales Tax;

WHEREAS, the question of the continuation of the Special Purpose Local Option Sales Tax is proposed to be submitted to the qualified voters of Carroll County at an election to be held on November 4, 2025;

WHEREAS, on June 9, 2025, representatives of the County and the Cities met to discuss possible projects in accordance with OCGA § 48-8-111(a);

WHEREAS, the City has included its proposed projects and estimated costs in the Intergovernmental Agreement;

WHEREAS, the City has determined that it will be beneficial to the citizens of the City to participate in the distribution of sales tax proceeds if the referendum authorizing the same is passed;

WHEREAS, the County and the Cities desire to move forward with the process and set forth the percentages of the distribution;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Mayor, Mayor Pro Tem, City Manager, and/or City Clerk are authorized to execute the Intergovernmental Agreement as attached hereto;

IT IS FURTHER RESOLVED that the Mayor, Mayor Pro Tem, City Manager, and City Clerk in conjunction with the City Attorney are authorized to make minor changes in the agreement that may arise subsequent to the passage of this Resolution so long as the changes do not significantly impact the distribution to be received from the sales tax proceeds if the referendum is approved.

This the ____ day of _____, 2025.

CITY OF _____

By: _____
Mayor

Attested to:

City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Update Insurance Renewal Agreements

AGENDA DATE: August 5, 2025

DATE PREPARED: August 1, 2025

PREPARED BY: Tiffany Lanford

AMOUNT: Medical Renewal: \$98,2016

GL ACCOUNT #: 610-1540-571050

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To approve insurance renewal agreements for partially self-funded medical insurance and ancillary programs.

BACKGROUND:

OneDigital marketed medical and ancillary benefits for our October 1, 2025 renewal.

Summary of key updates and recommendations for the upcoming benefits plan year:

- **Administration and Consulting Fees:** Adjustments will result in an annual savings of approximately \$10,000.
- **Stop-Loss Insurance:** Marketing results showed current coverage is most favorable. AccuRisk/Nationwide proposed a 9.49% increase, raising fixed costs by \$36,763 (totaling \$536,103). Recommendation is to maintain existing Stop-Loss limits.
- **Medical and Pharmacy Claims:** Projected at \$1,541,006, with a recommended claims budget of \$1,694,342 (includes a 10% margin).
- **Annual Premium Equivalent:** Projected at \$2,257,445, representing a 4.55% overall increase (\$98,216).
- **Pharmacy Benefit Manager (PBM):** Following a competitive review, the recommendation is to transition to ProAct for improved pharmacy benefit management.
- **Medical Plan Design:** Recommendation to add an additional medical plan option to implement a core and buy-up model, offering more flexibility to employees.
- **Ancillary Benefits:**
 - Accident and Critical Illness coverage recommended to move from Mutual of Omaha to Symetra based on competitive pricing.
 - Dental, Vision, Life, and Disability benefits recommended for renewal with Mutual of Omaha, as current rates remain competitive.

Documents to be approved:

- Acceptance of Rates
- Allied Administrative Service Agreement
- Aetna Services Agreement
- Stop Loss Application
- Plan Documents

IMPACT:

We believe by approving the recommendations above, we are providing the best benefits and receiving the best value for our employees, their families and our citizens. These changes will allow the City of Villa Rica the ability to keep these coverages in place longer with minimal impact to the employees.

STAFF RECOMMENDATION: Approval.

MOTION: I move to authorize the Interim City Manager to sign the agreements listed above for plan year to be effective October 1, 2025, through September 30, 2026, and authorize renewal of all other lines of coverage as current.



Benefits and Renewal Analysis

Prepared for:

City of Villa Rica

Next Renewal Effective Date:

10/1/2025

Executive Summary & Recommendation

- Administration and Consulting Fee adjustments will results in a \$10k savings annually
- Stoploss Marketing was uncompetitive- AccuRisk/ Nationwide have proposed a 9.49% increase equating to an increase of \$36,763 annually
- Additional ISL limits provide opportunities for additional savings
- Projected Medical and Pharmacy claims compose to \$1,541,006
- Recommended claims budget of \$1,694,342 (which includes a 10% margin)
- Annual Premium Equivalent projection is \$2,257,445; a 4.55% increase equating to a \$98,216 increase
- PBM marketing produced three competitive offers. Due to transparency issues, savings calculations are conservative
- Additional plan designs and Premium Equivalents were drafted and show a reduction in cost
- Ancillary plan marketing demonstrated the current competitive pricing with only one carrier providing plan designs and rates

City of Villa Rica

Administration & Consulting Fees

October 1, 2025 Renewal

		Current	Renewal
PEPM Fees			
	Base Administration Fee	\$42.50	\$43.74
	Network Access Fee	\$17.40	\$18.09
	Pre-Certification / Utilization Review	\$2.52	\$2.52
	PBM Coordination	\$3.00	\$3.00
	PHIA Coordination Fee	\$2.00	\$2.00
	Aetna Risk Premium	\$6.00	\$5.75
	Allied Digital	\$4.00	\$4.00
	OneDigital Consulting Fee	\$42.75	\$35.00
Annual Fees			
	Allied Annual Admin Fee	\$3,250	\$3,250
	Individual EE Tier Enrollment 79		
	Family Tier Enrollment 62		
	Total Enrollment 141		
Total Administration and Consulting Fees PEPM		\$122.09	\$116.02
	Total Annual % Change	-	-5.0%
	Total Annual \$ Change	-	(\$10,270)

*Some administrators (TPAs, carriers, PBMs) charge variable or conditional fees that are not quantified on this exhibit. Examples include network discount sharing, case management, and per script fees. Please refer to the vendor proposal(s) for an exhaustive list of all charges and fees.

City of Villa Rica

Alternative Funding Options
October 1, 2025 Renewal

Carrier / TPA	Current		Renewal		Alternative 1	
Medical Network	Allied		Allied		Allied	
PBM	Aetna		Aetna		Aetna	
	USRX Care		USRX Care		Proact	
Stop-Loss Carrier	Accurisk		Accurisk		Accurisk	
Specific Limit (ISL)	\$50,000		\$50,000		\$50,000	
Stop Loss Contract Terms	12/18		12/18		12/18	
Monthly Fees (PEPM)	Individual	Family	Individual	Family	Individual	Family
Administration and Consulting Fees ¹	\$122.09	\$122.09	\$116.02	\$116.02	\$116.02	\$116.02
Specific Premium	\$129.87	\$333.13	\$140.91	\$367.27	\$140.91	\$367.27
Aggregate Premium	\$9.66	\$9.66	\$10.19	\$10.19	\$10.19	\$10.19
Monthly Fixed Cost (PEPM)	\$261.62	\$464.88	\$267.12	\$493.48	\$267.12	\$493.48
Monthly Max Claims Liability (PEPM)	\$554.82	\$1,481.90	\$637.25	\$1,702.08	\$637.25	\$1,702.08
Annual Admin/Network Costs	\$206,578		\$196,307		\$196,307	
Estimated Annual Pharmacy Rebates	(\$50,932)		(\$50,932)		(\$57,277)	
Total Annual Stop Loss Premium	\$387,310		\$424,073		\$424,073	
Stop Loss Premium % Change			9.49%		9.49%	
Stop Loss Premium \$ Change			\$36,763		\$36,763	
Annual Fixed Costs (incl. Rx rebates)	\$542,956		\$569,448		\$563,103	
% Change			4.88%		3.71%	
\$ Change			\$26,492		\$20,147	
As-is Projected Claims²			\$1,541,006		\$1,541,006	
Annual Claim Impact from ISL Change			\$0		\$0	
Annual Claim Margin (optional)			\$154,101		\$154,101	
OneDigital Recommended Budgeted Claims⁴			\$1,695,107		\$1,694,342	
Annual Budgeted Claims⁵	\$1,616,273		\$1,695,107		\$1,694,342	
% Change			4.88%		4.83%	
\$ Change			\$78,833		\$78,068	
Annual Premium Equivalent Yield (Budget)	\$2,159,229		\$2,264,555		\$2,257,445	
% Change			4.88%		4.55%	
\$ Change			\$105,326		\$98,216	
Stop Loss Carrier Annual Expected Claims	\$1,302,803		\$1,496,366		\$1,496,366	
Annual Maximum Liability	\$2,222,391		\$2,490,837		\$2,490,837	

1. OneDigital compensation = \$35.00 PEPM

2. OneDigital's claim projection without vendor, plan design, or stop loss contract changes; excludes laser liability; using claim data through April 2025

3. (if applicable) The amount of expected additional liability between the underlying ISL and the Laser(s)

4. OneDigital's claim projection including margin and all claim impacts shown above; using claim data through April 2025

5. The claim allocation built into premium equivalent rates; for level funded plans, this equals the max claim funding level determined by the carrier

Individual EE Tier Enrollment	79
Family Tier Enrollment	62
Total Enrollment	141

PBM RFP Results — 1 Year

Participating Bidders	US-Rx Baseline	VytOne (Maxor) Transparent Proposal	Proact Transparent Proposal	Welldyne Transparent Proposal
Formulary Type	Closed	Closed	Closed	Closed
Average Wholesale Price (AWP)	\$554,223	\$554,223	\$554,223	\$554,223
Retail Ingredient Cost & Disp Fees	\$106,783	\$110,855	\$110,029	\$106,101
Retail 90 Ingredient Cost & Disp Fees	\$40,095	\$40,095	\$40,095	\$40,095
Mail Ingredient Cost & Disp Fees	\$141	\$541	\$479	\$460
Retail Specialty Ingredient Cost & Disp Fees	\$1,782	\$1,749	\$1,753	\$1,705
Specialty Ingredient Cost & Disp Fees	\$19,453	\$19,823	\$19,675	\$19,318
Total Ingredient Cost & Disp Fees	\$168,254	\$173,063	\$172,031	\$167,678
\$ Ingredient Cost Savings		{ \$4,810 }	{ \$3,777 }	\$575
% Ingredient Cost Savings		-2.9%	-2.2%	0.3%
Admin Fees	\$11,414	\$21,312	\$13,217	\$9,852
Carve - Out Fees	\$0	\$0	\$0	\$0
Rebates	\$50,932	\$58,447	\$57,277	\$51,856
Total Cost Net Of Rebates	\$128,736	\$135,929	\$127,971	\$125,675
Projected Price Savings \$		{ \$7,193 }	\$765	\$3,061
Projected Price Savings %		-5.6%	0.6%	2.4%

Notes:

- RxConnection fee of \$24,000 and RFP fee of \$15,000 are not included in final net cost calculations
- VytOne (Maxor) transparent proposal includes a \$6 PMPM admin fee
- Proact transparent proposal includes a \$5.50 per claim admin fee
- Wei/dyne includes a \$4.10 per script admin fee

City of Villa Rica

Medical Plan Analysis

		Current		Renewal		New Medical Plan	
		In-Network		In-Network		\$4,000	
Benefits		In-Network		In-Network		In-Network	
Funding Level		Self-Funded		Self-Funded		Self-Funded	
Deductible							
Individual		\$1,000		\$1,000		\$4,000	
Family		\$2,000		\$2,000		\$8,000	
Embedded or Non-Embedded		Embedded		Embedded		Embedded	
Coinsurance		80%		80%		80%	
Out-of-Pocket Maximum (Including Deductible)							
Individual		\$6,000		\$6,000		\$8,000	
Family		\$12,000		\$12,000		\$16,000	
Office Visit							
Physician Visit		\$0 Copay		\$0 Copay		\$25 Copay	
Specialist Visit		\$10 Copay		\$10 Copay		\$65 Copay	
Preventive Care		Covered 100%		Covered 100%		Covered 100%	
Urgent Care		\$20 Copay		\$20 Copay		\$50 Copay	
Emergency Room Facility (Copay Waived if Admitted)		\$500 Copay		\$500 Copay		\$500 Copay	
Inpatient Services - Hospital Facility		20% After Deductible		20% After Deductible		20% After Deductible	
Outpatient Services - Hospital Facility		20% After Deductible		20% After Deductible		20% After Deductible	
Provider Network							
Prescription Drugs		In-Network		In-Network		In-Network	
Deductible						N/A	
Tier 1		\$10 Copay		\$10 Copay		\$10 Copay	
Tier 2		\$35 Copay		\$35 Copay		\$35 Copay	
Tier 3		\$60 Copay		\$60 Copay		\$75 Copay	
Tier 4		\$60 Copay		\$60 Copay		\$150 Copay	
Tier 5						N/A	
Rates	Counts	Current / Renewal					
Employee Only	79	\$832.02	79	\$869.88		10	\$727.66
Employee + Spouse	12	\$1,580.84	12	\$1,652.77		2	\$1,382.55
Employee + Child(ren)	26	\$1,372.83	26	\$1,435.29		6	\$1,200.63
Family	24	\$2,329.66	24	\$2,435.66		4	\$2,037.44

City of Villa Rica															
Dental PPO Benefit and Financial Analysis		Current		Renewal		Current		Renewal							
Dental Benefit and Rate Comparison <i>Coinurance represents member portion</i> <i>*indicates after deductible</i>	Mutual of Omaha			Mutual of Omaha		Mutual of Omaha			Mutual of Omaha						
	100/80/50/50% - \$2,000 Max (90th%) Low			100/80/50/50% - \$2,000 Max (90th%) Low		100/80/50/50% - \$2,000 Max (90th%) High			100/80/50/50% - \$2,000 Max (90th%) High						
	Dentemax Network	90th% Non Network		Dentemax Network	90th% Non Network	Dentemax Network	90th% Non Network		Dentemax Network	90th% Non Network					
	Deductible (Single/Family)	\$50/ \$150	\$50/ \$150		\$50/ \$150	\$50/ \$150	\$50/ \$150	\$50/ \$150		\$50/ \$150	\$50/ \$150				
Maximum Calendar Benefit	\$2,000	\$2,000		\$2,000	\$2,000	\$2,500	\$2,500		\$2,500	\$2,500					
Preventative Services															
X-Rays	0%	0%		0%	0%	0%	0%		0%	0%					
	0%	0%		0%	0%	0%	0%		0%	0%					
Basic Services															
Endodontic Therapy (Root Canal)	20%*	20%*		20%*	20%*	20%*	20%*		20%*	20%*					
Perio Scaling-Deep Cleaning	20%*	20%*		20%*	20%*	20%*	20%*		20%*	20%*					
Major Services															
Implants	50%*	50%*		50%*	50%*	50%*	50%*		50%*	50%*					
Orthodontics															
Orthodontia Eligibility	Child Only (up to age 26)	Child Only (up to age 26)		Child Only (up to age 26)	Child Only (up to age 26)	Child Only (up to age 26)	Child Only (up to age 26)		Child Only (up to age 26)	Child Only (up to age 26)					
Orthodontia Coverage	50%	50%		50%	50%	50%	50%		50%	50%					
Orthodontia Lifetime Max	\$1,500	\$1,500		\$1,500	\$1,500	\$2,500	\$2,500		\$2,500	\$2,500					
*Deductible Applies					*Deductible Applies					*Deductible Applies					
Renewal Rate Guarantee		10/1/2025			10/1/2027			10/1/2025			10/1/2027				
Enrollment and Cost Summary		100/80/50/50% - \$2,000 Max (90th%) Low			100/80/50/50% - \$2,000 Max (90th%) Low			100/80/50/50% - \$2,000 Max (90th%) High			100/80/50/50% - \$2,000 Max (90th%) High				
% of Total Enrollment		22%						78%							
	Census	Current			Renewal			Census	Current			Renewal			
Employee Only	19	\$33.47			\$35.14			61	\$39.66			\$41.64			
Employee + Spouse	4	\$74.88			\$78.62			16	\$88.73			\$93.17			
Employee + Child(ren)	7	\$91.78			\$96.37			12	\$108.76			\$114.20			
Employee + Family	Dental C1:	\$135.46			\$142.23			16	\$160.52			\$168.55			
Total	30				% Change	5%			105				% Change	5%	
Plan Monthly Cost	Monthly	\$1,578			\$1,657			Monthly	\$7,712			\$8,098			
Plan Annual Cost	Annual	\$18,935			\$19,881			Annual	\$92,549			\$97,176			
Total Enrolled															
Current Total Premium		\$111,483													
Renewal Total Premium		\$117,056													
% from Change		5%													
\$ Annual Change		\$5,573													

City of Villa Rica

Vision Benefit and Financial Analysis

Current/Renewal: Class 1

Current/Renewal: Class 2

Vision Rates and Benefit Comparison			Mutual of Omaha		Mutual of Omaha	
			In Network	EyeMed Out of Network	In Network	EyeMed Out of Network
Benefit Frequency (Months)			12/24/12		12/24/12	
Exams/Lenses/Frames						
Vision Exam Copay			\$10 Copay	Up to \$37	\$10 Copay	Up to \$37
Materials Copay			\$10 Copay	Varies	\$10 Copay	Varies
Lenses/Materials						
Lenses - Single			Covered in Full	Up to \$32	Covered in Full	Up to \$32
Lenses - Bifocal			Covered in Full	Up to \$48	Covered in Full	Up to \$48
Lenses - Trifocal			Covered in Full	Up to \$76	Covered in Full	Up to \$76
Lenses - Lenticular			Covered in Full	Up tp \$76	Covered in Full	Up tp \$76
Frames/Contacts (in lieu of frames)						
Frame Allowance			Up to \$130 Allowance	Up to \$58	Up to \$130 Allowance	Up to \$58
Elective Contact Allowance			Up to \$130 Allowance	Up to \$89	Up to \$130 Allowance	Up to \$89
Medical Necessary Contact Lenses			Covered in Full	Up to \$210	Covered in Full	Up to \$210
Covered in Full after Material Copay is paid						
Rate Guarantee			10/1/2027		10/1/2027	
			*Insurance provider reimburses up to this amount		*Insurance provider reimburses up to this amount	
Enrollment and Cost Summary			EyeMed		EyeMed	
% Total Enrollment	98%	2%				
	EyeMed	EyeMed	Current	Renewal	Current	Renewal
Employee Only	83	1	\$6.92	\$6.92	\$5.84	\$5.84
Employee + Spouse	19	1	\$12.46	\$12.46	\$13.41	\$13.41
Employee + Child(ren)	16	1	\$13.14	\$13.14	\$14.86	\$14.86
Employee + Family	33	0	\$20.74	\$20.74	\$22.69	\$22.69
	151	3	% Change	0%		0%
	Plan Monthly Cost		\$1,706	\$1,706	\$34	\$34
	Plan Annual Cost		\$20,469	\$20,469	\$409	\$409
Current Total Premium		\$20,878				
Renewal Total Premium		\$20,878				
% from Current		0%				
\$ Annual Change		\$0.00				

City of Villa Rica

Group Term Life Benefit and Financial Analysis

	Current Mutual of Omaha GROUP LIFE / AD&D	Renewal Mutual of Omaha GROUP LIFE / AD&D
Base Benefit		
<i>All Other Eligible Employees</i>	\$50,000	\$50,000
<i>All Eligible Elected Officials</i>	\$50,000	\$50,000
Maximum Benefit		
<i>All Other Eligible Employees</i>	\$50,000	\$50,000
<i>All Eligible Elected Officials</i>	\$50,000	\$50,000
Guarantee Issue		
<i>All Other Eligible Employees</i>	\$50,000	\$50,000
<i>All Eligible Elected Officials</i>	\$50,000	\$50,000
Age Reduction at 65	65%	65%
Age Reduction at 70	40%	40%
Age Reduction at 75	25%	25%
Portability/Conversion	Conversion Only	Conversion Only
Rate Guarantee	10/1/2025	10/1/2027
	Total Cost Summary	Total Cost Summary
Number of Employees	183	183
Volume	\$8,935,000	\$8,935,000
Life Rate / \$1000	\$0.130	\$0.130
AD&D Rate / \$1000	\$0.015	\$0.015
Total Monthly Cost	\$1,296	\$1,296
Total Annual Cost	\$15,547	\$15,547
\$ Change to Current		\$0
% Change to Current		0%

City of Villa Rica

Voluntary Term Life Benefit and Financial Analysis

	Current/Renewal 10K Increments- \$500,000 Max Mutual of Omaha Benefits
Employee Benefits	
Employee Benefit (Min/Max)	\$10,000/ 5x Annual Earnings up to \$500,000
Employee Benefit Increments	\$10,000
Employee Guarantee Issue	The Lesser of 5 x Annual Earnings or \$150,000
Spousal Benefits	
Spouse Benefits Benefit	\$5,000/ 50% EE Benefit up to \$250,000
Spouse Benefit Increments	\$5,000
Spouse Guarantee Issue	The Lesser of 100% EE Election or \$30,000
Children Benefits	
Child Benefit (Infant)	\$10,000
Child Benefit (Child)	\$10,000
Age Reduction at 65	65%
Age Reduction at 70	40%
Age Reduction at 75	25%
Rate Guarantee	10/1/2027
	Rates
Employee and Spouse Rates per \$1,000 Coverage	
<24	\$0.060
25-29	\$0.060
30-34	\$0.060
35-39	\$0.100
40-44	\$0.190
45-49	\$0.280
50-54	\$0.490
55-59	\$0.850
60-64	\$1.340
65-69	\$2.120
70-74	\$3.400
75-79	\$6.040
80-85	\$6.040
85-90	\$6.040
90+	\$6.040
AD&D Rate (EE / SP / CH)	\$0.02/\$0.02/\$0.02
Child(ren) Rate	\$0.18

City of Villa Rica

Short Term Disability Benefit and Financial Analysis

	Current 60%- \$1,000 Max Mutual of Omaha Voluntary Short Term Disability	Renewal 60%- \$1,000 Max Mutual of Omaha Voluntary Short Term Disability
Weekly Benefit Percentage		
<i>All Eligible Employees Excluding Elected Officials</i>	60%	60%
Maximum Weekly Benefit		
<i>All Eligible Employees Excluding Elected Officials</i>	\$1,000	\$1,000
Maximum Annual Salary		
<i>All Eligible Employees Excluding Elected Officials</i>	\$86,667	\$86,667
Elimination Period (Days) (Accident/Sickness)		
<i>All Eligible Employees Excluding Elected Officials</i>	14 Days/ 14 Days	14 Days/ 14 Days
Maximum Benefit Duration		
<i>All Eligible Employees Excluding Elected Officials</i>	11 Weeks	11 Weeks
Is This Benefit Taxable?		
<i>All Eligible Employees Excluding Elected Officials</i>	No	No
Pre-Existing Limitation	3/6	3/6
Rate Guarantee	10/1/2025	10/1/2027
	Rate Summary	Rate Summary
STD Rate / \$10 of Benefit		
16-24	\$0.29	\$0.29
25-29	\$0.29	\$0.29
30-34	\$0.29	\$0.29
35-39	\$0.29	\$0.29
40-44	\$0.29	\$0.29
45-49	\$0.33	\$0.33
50-54	\$0.38	\$0.38
55-59	\$0.50	\$0.50
60-64	\$0.62	\$0.62
65-69	\$0.70	\$0.70
70-74	\$0.77	\$0.77

City of Villa Rica

Long Term Disability Benefit and Financial Analysis

	Current 60%- \$6,000 Max Mutual of Omaha ER Paid Long Term Disability	Renewal 60%- \$6,000 Max Mutual of Omaha ER Paid Long Term Disability
Monthly Benefit Percentage		
All Eligible Elected Officials	60%	60%
All Other Eligible Employees	60%	60%
Maximum Monthly Benefit		
All Eligible Elected Officials	\$6,000	\$6,000
All Other Eligible Employees	\$6,000	\$6,000
Maximum Annual Salary		
All Eligible Elected Officials	\$120,000	\$120,000
All Other Eligible Employees	\$120,000	\$120,000
Own Occ Period		
All Eligible Elected Officials	2 Years	2 Years
All Other Eligible Employees	2 Years	2 Years
Maximum Benefit Duration		
All Eligible Elected Officials	SSNRA, or 3 Years and 6 Months	SSNRA, or 3 Years and 6 Months
All Other Eligible Employees	SSNRA, or 3 Years and 6 Months	SSNRA, or 3 Years and 6 Months
Is This Benefit Taxable?		
All Eligible Elected Officials	Taxable	Taxable
All Other Eligible Employees	Taxable	Taxable
Elimination Period	90 Days	90 Days
Pre-Existing Limitations (Months) (Look Back Period / Initial Enrollment Period)		
	3/12	3/12
Survivor Benefits	3 Months	3 Months
Limitations		
Nervous / Mental	24 Months	24 Months
Substance Abuse	24 Months	24 Months
Rate Guarantee	10/1/2025	10/1/2027
	Total Cost Summary	Total Cost Summary
Volume	\$842,075	\$842,075
LTD Rate / \$100 of Monthly Payroll	\$0.380	\$0.380
Total Monthly Cost	\$3,200	\$3,200
Total Annual Cost	\$38,399	\$38,399
\$ Change to Current		\$0
% Change to Current		0%

City of Villa Rica Accident Plan Benefit and Rate

	Current Mutual of Omaha Group Accident Insurance On and Off Job Benefits	Renewal Mutual of Omaha Group Accident Insurance On and Off Job Benefits	Proposed Symetra Group Accident Insurance On and Off Job Benefits
Hospitalization			
General Admission / ICU Admission	\$1,500 / \$1,500 \$300 per Day	\$1,500 / \$1,500 \$300 per Day	\$1,500 / \$3,000 \$300 per Day
Hospital Confinement	Max 365 days per covered accident \$600 per Day	Max 365 days per covered accident \$600 per Day	Max 365 days per covered accident \$600 per Day
Intensive Care Unit Confinement	Max 15 days per covered accident	Max 15 days per covered accident	Max 15 days per covered accident
Physician Visits (Follow Up)	\$75 Max 6 follow up treatments	\$75 Max 6 follow up treatments	\$150 Max 6 follow up treatments
Emergency Room	\$200	\$200	\$200
Ambulance Benefits	\$300-\$1,500	\$300-\$1,500	\$300-\$2,000
Fracture Benefits	Up to \$8,000	Up to \$8,000	Up to 200% of Fracture Benefit
Dislocation Benefits	Up to \$10,000	Up to \$10,000	Up to 200% of Dislocation Benefit
Burns	Up to \$20,000	Up to \$20,000	Up to \$20,000
Coma	Up to 50% of the Principal Sum	Up to 50% of the Principal Sum	\$7,500
Paralysis	Up to 100% of the Principal Sum	Up to 100% of the Principal Sum	Up to \$25,000
Accidental Death & Dismemberment	Up to 300% of the Principal Sum	Up to 300% of the Principal Sum	Up to \$100,000
	MONTHLY PREMIUMS	MONTHLY PREMIUMS	MONTHLY PREMIUMS
Employee	\$14.46	\$14.46	\$13.01
Employee & Spouse	\$20.50	\$20.50	\$18.45
Employee & Child(ren)	\$23.49	\$23.49	\$21.14
Employee & Family	\$31.27	\$31.27	\$28.14

City of Villa Rica
Critical Illness Plan Benefit and Rate Proposal

	Current Mutual of Omaha		Renewal Mutual of Omaha		Proposed Symetra	
	Employee Benefits	Family Benefits	Employee Benefits	Family Benefits	Employee Benefits	Family Benefits
Maximum	\$10,000	Spouse: 100% of EE's elected benefit Child : 25% of EE's elected benefit	\$10,000	Spouse: 100% of EE's elected benefit Child : 25% of EE's elected benefit	\$10,000	Spouse: 100% of EE's elected benefit Child : 25% of EE's elected benefit
Increments	N/A	N/A	N/A	N/A	N/A	N/A
Guarantee Issue	\$10,000	Spouse: 100% of EE's elected benefit Child : 25% of EE's elected benefit	\$10,000	Spouse: 100% of EE's elected benefit Child : 25% of EE's elected benefit	\$10,000	Spouse: 100% of EE's elected benefit Child : 25% of EE's elected benefit
Critical Illnesses (% of Face Amount)						
Cancer		100%		100%		100%
Heart Attack		100%		100%		100%
Major Organ Transplant		100%		100%		100%
End Stage Renal Failure		100%		100%		100%
Stroke		100%		100%		100%
Cancer in Situ		100%		100%		100%
Coronary Bypass Surgery		25%		25%		25%
Pre-Existing Conditions		25%		25%		25%
		12/12		12/12		None
	Group Critical Illness - Monthly Rates		Group Critical Illness - Monthly Rates		Group Critical Illness - Monthly Rates	
Employee	Per \$1,000		Per \$1,000		Per \$1,000	
<30	\$0.26		\$0.26		\$0.23	
30-39	\$0.48		\$0.48		\$0.43	
40-49	\$1.11		\$1.11		\$1.00	
50-59	\$2.45		\$2.45		\$2.21	
60-69	\$5.24		\$5.24		\$4.72	
70-79	\$9.72		\$9.72		\$8.75	
80-99	\$13.13		\$13.13		\$11.82	
Spouse	Per \$1,000		Per \$1,000		Per \$1,000	
<30	\$0.26		\$0.26		\$0.23	
30-39	\$0.48		\$0.48		\$0.43	
40-49	\$1.11		\$1.11		\$1.00	
50-59	\$2.45		\$2.45		\$2.21	
60-69	\$5.24		\$5.24		\$4.72	
70-79	\$9.72		\$9.72		\$8.75	
80-99	\$13.13		\$13.13		\$11.82	
Child(ren)	Included in EE Premium		Included in EE Premium		Included in EE Premium	

*Limitations apply for over 65

*Limitations apply for over 65

*Limitations apply for over 65



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Medical, Dental and Vision Premiums

AGENDA DATE: August 5, 2025

DATE PREPARED: August 1, 2025

PREPARED BY: Tiffany Lanford

AMOUNT: n/a

GL ACCOUNT #: 610-1540-571050

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To approve medical and dental benefits renewal premiums for plan year to be effective October 1, 2025

BACKGROUND:

Medical Premiums

We are restructuring our premiums tiers with the 25-26 benefit year. We have eliminated the wellness/no wellness tier. There will be a base premium now and a \$25 tobacco surcharge to employees that use tobacco products.

We are also introducing a new health insurance plan.

Dental and Vision Premiums

The premiums for both dental plans saw a 5% increase. The renewal comes with no increase to our vision premiums.

STAFF RECOMMENDATION: Approval of the medical, dental and vision insurance premiums as showed.

IMPACT: Continuing to afford our employees a robust and affordable benefits package.

MOTION: I move to approve the benefit premiums as presented, to be effective October 1, 2025, with deductions beginning September 1, 2025.

2026 Health Insurance Premiums

Description	Rate	Monthly Premium	Total	Semi-Monthly Premium	Total	Monthly EE Amount	Monthly ER Amount	Semi-Monthly EE Amount	Semi-Monthly ER Portion
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Allied \$1,000 Plan

BASE - WITHOUT TOBACCO

EE	5.0%	\$832.02		\$416.01		\$41.60	\$790.42	\$20.80	\$395.21
ES	30.0%	\$1,580.84		\$790.42		\$266.25	\$1,314.59	\$133.13	\$657.30
EC	30.0%	\$1,372.83		\$686.42		\$203.84	\$1,168.99	\$101.92	\$584.50
Family	30.0%	\$2,329.66		\$1,164.83		\$490.89	\$1,838.77	\$245.45	\$919.39

BASE - WITH TOBACCO \$25 SURCHARGE PER PAYPERIOD

EE	5.0%	\$832.02		\$416.01		\$91.60	\$740.42	\$45.80	\$370.21
ES	30.0%	\$1,580.84		\$790.42		\$316.25	\$1,264.59	\$158.13	\$632.30
EC	30.0%	\$1,372.83		\$686.42		\$253.84	\$1,118.99	\$126.92	\$559.50
Family	30.0%	\$2,329.66		\$1,164.83		\$540.89	\$1,788.77	\$270.45	\$894.39

Description	Rate	Monthly Premium	Total	Semi-Monthly Premium	Total	Monthly EE Amount	Monthly ER Amount	Semi-Monthly EE Amount	Semi-Monthly ER Portion
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Allied \$4,000 Plan

BASE - WITHOUT TOBACCO

EE	FLAT RATE	\$727.66		\$363.83		\$18.00	\$709.66	\$9.00	\$354.83
ES	30.0%	\$1,382.55		\$691.28		\$414.77	\$967.78	\$207.39	\$483.89
EC	30.0%	\$1,200.63		\$600.32		\$360.19	\$840.44	\$180.10	\$420.22
Family	30.0%	\$2,037.44		\$1,018.72		\$611.23	\$1,426.21	\$305.62	\$713.11

BASE - WITH TOBACCO \$25 SURCHARGE PER PAYPERIOD

EE	FLAT RATE	\$727.66		\$363.83		\$68.00	\$659.66	\$34.00	\$329.83
ES	30.0%	\$1,382.55		\$691.28		\$464.77	\$917.78	\$232.39	\$458.89
EC	30.0%	\$1,200.63		\$600.32		\$410.19	\$790.44	\$205.10	\$395.22
Family	30.0%	\$2,037.44		\$1,018.72		\$661.23	\$1,376.21	\$330.62	\$688.11

Proposed FY2026 DENTAL Insurance Premiums

Description	Rate	2025	2026	2025	2026	Change from PY
		Monthly EE Amt		Semi-Monthly EE Amt		
Dental - Option 1 (Child Ortho only)						
Employee	10.0%	\$3.35	\$3.51	\$1.67	\$1.76	\$0.08
Empl + Spouse	20.0%	\$11.63	\$12.21	\$5.81	\$6.11	\$0.29
Empl + Child(ren)	20.0%	\$15.01	\$15.76	\$7.50	\$7.88	\$0.38
Empl + Family	20.0%	\$23.75	\$24.93	\$11.87	\$12.47	\$0.59
Dental - Option 2 (Child + Adult Ortho)						
Employee	10.0%	\$3.97	\$4.09	\$1.98	\$2.04	\$0.06
Empl + Spouse	20.0%	\$13.78	\$14.19	\$6.89	\$7.10	\$0.21
Empl + Child(ren)	20.0%	\$17.79	\$18.32	\$8.89	\$9.16	\$0.27
Empl + Family	20.0%	\$28.14	\$28.98	\$14.07	\$14.49	\$0.42



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Three Rivers Commission – Area Agency on Aging Contract for Services for Fiscal Year 2026

AGENDA DATE: August 5, 2025

DATE PREPARED: July 7, 2025

PREPARED BY: Tara Ivey

AMOUNT: n/a

FUNDING SOURCE: n/a

GL ACCOUNT #: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve the FY 2026 Three Rivers Commission grant contract for senior services.

BACKGROUND: The City has provided meals to seniors under a contract with the Three Rivers Regional Commission for about thirty years. The contract allows the City to address health and wellness services with its senior population through the provision of meals to qualifying seniors funded by reimbursements through state and federal grants.

The City's reimbursements per unit cost for meals are as follows:

- Home Delivered Meals \$15.99
- Congregant Meals \$14.85

The Three Rivers Commission staff conducted their SFY 2025 financial monitoring visit to the City of Villa Rica on February 26, 2025 and found the senior services program to be in full compliance in accordance with the records of the Three Rivers Commission's Area Agency on Aging.

A copy of the contract is attached.

STAFF RECOMMENDATION: Staff recommends approval of the contract with Three Rivers Commission

IMPACT: Executing the contract allows Villa Rica Senior Center to continue operating the senior meals program through the 2026 state fiscal year.

MOTION: I move to approve the mayor to execute the senior services reimbursement grant contract with Three Rivers Regional Commission effective July 1, 2025 through June 30, 2026.

**.SECTION ONE
AREA AGENCY ON AGING CONTRACT FOR SERVICES**

THIS CONTRACT, #04-045-02-AAA-2026, entered into as of the 1st day of July 2025, by and between

CITY OF VILLA RICA – PARKS & RECREATION DEPARTMENT
(hereinafter referred to as “SUBCONTRACTOR”) and the

THREE RIVERS REGIONAL COMMISSION
(hereinafter referred to as “TRRC”).

T-III C Funding CFDA# 93.045	ACL-NSIP Funding CFDA# 93.053
SSBG-HCBS Funding CFDA # 93.667	

WITNESSETH THAT:

WHEREAS, TRRC desires to engage the SUBCONTRACTOR to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the “program”) which is to be wholly or partially financed by a grant from the U.S. Government through Georgia Department of Human Services (DHS) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as “the funding agencies”), and

WHEREAS, the SUBCONTRACTOR desires to render such services in order that the elderly and/or disabled persons in the Three Rivers Regional Commission region may live independently in their communities for as long as possible thereby preventing premature institutional placement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION TWO

GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION

1. **Engagement of the SUBCONTRACTOR.** TRRC hereby agrees to engage the SUBCONTRACTOR and the SUBCONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Independent SUBCONTRACTORS.** No provision of this contract, act of the SUBCONTRACTOR in the performance of this contract, or act of TRRC in the performance of this contract shall be construed as constituting the SUBCONTRACTOR as an agent, servant, or employee of TRRC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.
3. **Scope of Services:** The SUBCONTRACTOR shall do, perform, and carry out in a satisfactory and proper manner, as determined by TRRC, the work and services described in Attachment "A", which is attached hereto and made a part thereof. Such services shall be provided within and respecting any or all of the Three Rivers Region (Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson Counties), as further specified in Attachment A hereto.
4. **Term and Time of Performance.** This term of this contract runs from July 1, 2025 through June 30, 2026. The effective date of this contract is July 1st, 2025. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30th, 2026.
5. **Method of Payment.** The amount of this contract is included in Attachment B of this contract (page 2). Total payments from the TRRC to the SUBCONTRACTOR shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
 - (a) **Progress Payments.** Unless otherwise approved by TRRC and the funding agencies, the SUBCONTRACTOR shall be entitled to receive progress payments on the following basis:
 - (1) a) Cost Reimbursement Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, a Unit Cost Allocation, a request documenting actual costs incurred during that month for each cost.
 - b) Performance Based Fixed Rate Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, in a form acceptable to TRRC as specified in Attachment "B", a request documenting the actual number of

service units provided during that month for each cost center as specified in Attachment “B”

TRRC shall verify and process reimbursement requests on or before the 15th working day of the month. TRRC shall distribute processed payments on or before the 25th day of the following month.

- (2) Upon the basis of TRRC’s determination to its satisfaction that the SUBCONTRACTOR is in compliance with the terms of this agreement, including but not limited to the Paragraph titled **Subcontracts** below, and its audit and review and approval of (1) the monthly program performance report for the relevant month, and (2) the payment request by cost center, for the relevant month as specified hereinabove, TRRC will make payment to the SUBCONTRACTOR not more than once per month.
- (3) TRRC may, at its discretion, disallow or delay payment of all or part of a request if TRRC determines that the SUBCONTRACTOR is not in compliance to TRRC’s satisfaction with any of the terms of this agreement. **Unless the monthly program performance report and the reimbursement request are received by TRRC on or before the fifth day of the month reimbursement may be withheld until the following payment cycle.**

(b) **Final Payment**

- (1) The SUBCONTRACTOR’s payment request for the last month of the contract term must be received by TRRC no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. TRRC may, at its discretion, disallow payment of all or part of a final request received after this deadline.
- (2) The final request will be the request submitted on or before the fifth day following the termination date. Adjusted reports received by TRRC on or before the tenth day after the contract termination will become the final request.
- (3) Upon receipt by TRRC of the SUBCONTRACTOR’s final payment request and all other required documentation, TRRC will review such documents and make comparisons among the costs authorized in Attachment “A” for each cost center and the cumulative value of all payments for each cost center. Based on such comparisons and upon its determination that all other requirements hereunder have been completed, TRRC will make either a final payment to the SUBCONTRACTOR for any allowable expenditure in excess of prior payments for each cost center or request from the SUBCONTRACTOR reimbursement of any overpayment. The SUBCONTRACTOR shall refund to TRRC any such overpayment within thirty calendar days of notification by TRRC.

(c) **Advance Payments**

- (1) Effective July 1, 2000, any Contractor who wishes to obtain an advance payment on any contractual obligations from the THREE RIVERS REGIONAL COMMISSION must provide an Irrevocable Letter of Credit payable to the THREE RIVERS REGIONAL COMMISSION for any advance amount requested in excess of ninety (90) percent of one twelfth (1/12th) of the annual contract amount. Contractor shall be bonded as stated in 29 (c).
- (2) The Irrevocable Letter of Credit will be called upon in the event the Contractor ceases to do business during the course of a contract period and fails to comply with the terms of this Agreement. Additionally, if such an event occurs, the TRRC will withhold from any remaining payments due to the Contractor the amount necessary to ensure that the total amount of advanced funds granted has been recouped.
- (3) Advanced payments issued to the Contractor shall be reclaimed in one-third installments during the contract period. Upon receipt by TRRC of the SUBCONTRACTOR's payment request during the ninth, tenth and eleventh month of the contract period, TRRC will reclaim one-third of any advanced funds during each of the three payment periods aforementioned with 100% of all advanced funds reclaimed during the eleventh month payment period.

6. **Communications.** All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the SUBCONTRACTOR (executor) and TRRC's Executive Director. Formal communications regarding this contract shall include, but not necessarily be limited to amendments, correspondence, progress reports and fiscal reports. The SUBCONTRACTOR shall bear the cost and other liability risks of making any changes covered by this contract in advance of receiving a formal contract change order from the TRRC Executive Director. The SUBCONTRACTOR executor and TRRC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation shall be clearly defined in the written designation.
7. **TRRC's Designated Agent.** TRRC's Executive Director hereby designates JOY Y. SHIRLEY, AREA AGENCY ON AGING DIRECTOR, as the agent for purposes of this contract only, except for executing amendments (see paragraph entitled "**Amendments**" below) or terminations (see paragraph entitled "**Termination**" below) or for interpretation of the requirements of this contract. In addition, all formal communications regarding this contract to include correspondence, reports, and requests for payments shall be submitted directly to the TRRC's AAA DESIGNATED AGENT and copied to the TRRC's Executive Director. Such appointments herein may be changed only by TRRC via a written addendum to this agreement.
8. **Review and Coordination.** To ensure adequate assessment of the SUBCONTRACTOR's program and proper coordination among interested parties, TRRC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The SUBCONTRACTOR may be required to meet with designated representatives of TRRC and

the funding agencies from time to time to review the work and services performed. Reasonable written notice of such review meetings shall be given to the SUBCONTRACTOR. The execution of a Health Insurance Portability and Accountability Act (HIPAA) Business Associate agreement shall occur prior to execution of this agreement and the HIPAA Business Associate agreement shall outline access granted to records under HIPAA regulations.

9. **Access to Records and Inspections.** The state and federal government and the designated TRRC staff member(s) shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the SUBCONTRACTOR and fourth party SUBCONTRACTOR(s). Upon request of such records, the SUBCONTRACTOR shall immediately provide the records requested. Failure to provide such records may result in termination of the contract and withholding of any remaining payments due until such time the SUBCONTRACTOR furnishes the records requested.

Reinstatement of payments to Contractors who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council. The SUBCONTRACTOR has executed a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement with the TRRC. Through the Business Associate Agreement, the SUBCONTRACTOR acknowledges and agrees that the Georgia Department of Human Services (DHS) Division of Aging Services, including the Long-Term Care Ombudsman, and the TRRC Area Agency on Aging provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with them and authorization is not required, according to HIPAA. The SUBCONTRACTOR is responsible for ensuring that a HIPAA Business Associate Agreement is executed by any fourth party SUBCONTRACTORS authorizing the same level of access to the entities noted above.

The SUBCONTRACTOR and fourth party SUBCONTRACTORS record retention requirements are six (6) years from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The SUBCONTRACTOR agrees that the DHS Office of Investigative Services, upon the request of the Commissioner or designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

The TRRC and the State Department of Human Services shall have the right to monitor and inspect the operations of the SUBCONTRACTOR and any fourth party SUBCONTRACTORS for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at anytime during the term of this Contract. The SUBCONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include,

without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. DHS and/or TRRC will provide the SUBCONTRACTOR with a report of any findings and recommendations and may require the SUBCONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the SUBCONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the DHS and/or TRRC.

The THREE RIVERS REGIONAL COMMISSION's Council has established the following sanctions for any violations of this section of the contract:

“If at any time an official representative of the TRRC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the TRRC will withhold any pending and/or future payments for services rendered until such time that the information is presented.”

10. General

- (a) The SUBCONTRACTOR agrees to carry out the program in accordance with all terms, provisions and conditions of the applicable guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). TRRC shall determine the appropriateness and application of such terms, provisions, and conditions. The SUBCONTRACTOR also agrees to carry out the program in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The SUBCONTRACTOR assures and certifies that it shall comply with all requirements imposed by TRRC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202, as appropriate. The Code of Federal Regulations (CFR) are available at <http://www.gpoaccess.gov/cfr/>
- (b) The SUBCONTRACTOR agrees that the purpose of this program is to develop greater service capacity and to foster the development of comprehensive and coordinated service delivery systems to serve older persons and others deemed in need. To accomplish this purpose, the SUBCONTRACTOR agrees to execute a program which will:
 - (1) secure and maintain maximum independence and dignity in a home environment for older persons and other eligible individuals capable of self-care with appropriate supportive services;

- (2) remove individual and social barriers to economic and personal independence; and
- (3) provide specified services to eligible individuals who reside within the planning and service area, with greatest social need being determined by advanced age (75 years or more);
- (4) transport those deemed in need to scheduled sites.

11. **SUBCONTRACTOR's Personnel.** The SUBCONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of TRRC.

12. **Standards for Service Performance.**

- a) The SUBCONTRACTOR shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by TRRC, or through TRRC from the Georgia Department of Human Services, the Administration on Aging, U. S. Department of Health and Human Services or any other funding entity.
- b) The SUBCONTRACTOR agrees to administer all programs in accordance with the Georgia Department of Human Services-Division of Aging Services Policies and Procedures. SUBCONTRACTOR will use the On-line Directives Information System (www.odis.dhr.state.ga.us) to stay current with the policies and procedures. The manuals may periodically be amended by DHS.
- c) The SUBCONTRACTOR assures that client assessment data and other required data elements for non-Medicaid Home and Community Based Services clients are collected and entered into the Harmony System in a timely manner.
- d) The SUBCONTRACTOR agrees to have a policy for reporting suspected abuse, neglect or exploitation since providers of Non-Medicaid Home and Community Based Service are considered mandated reporters under O.C.G.A. 30-4, "Protection of Disabled Adults and Elder Person."
- e) The SUBCONTRACTOR agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of TRRC as provided in the Paragraph titled Amendments, herein below.
- f) The SUBCONTRACTOR agrees to implement Fee-For-Service/Cost Sharing requirements for non-Medicaid Home and Community Based Services, as required by the Department of Human Services-Division of Aging policies. SUBCONTRACTOR agrees that revenue generated from fee-for-service/cost sharing will be used to expand the services for which such pays was given.
- g) The SUBCONTRACTOR agrees that recipients of services have the opportunity to voluntarily contribute toward Older Americans Act Services provided, which is called

Program Income. SUBCONTRACTOR agrees that any Program Income generated as a result of this contract activity shall be expended in compliance with the funding sources identified in this contract. SUBCONTRACTOR also agrees that any Program Income collected shall be expended monthly or at intervals such that state and local funds are not expended at an accelerated rate.

- h) The SUBCONTRACTOR assures that aging services will not be denied to any person because they cannot or will not contribute toward the cost of the service for Title III Services.
- i) The SUBCONTRACTOR agrees to work with potential clients that want to pay privately for services.
- j) The SUBCONTRACTOR agrees to have a policy on how to handle emergency situations, accidents and/or critical incidents.
- k) The SUBCONTRACTOR agrees to have a policy on how to handle disasters.
- l) The SUBCONTRACTOR agrees to have a procedure for investigating and resolving complaints made by clients, family or other caregivers, or interested persons.
- m) The SUBCONTRACTOR agrees to have a written policy on for providing staff orientation and ongoing training for employees. Documentation on the types of trainings provided and attendees will be maintained by the SUBCONTRACTOR.
- n) The SUBCONTRACTOR acknowledges that TRRC has developed a multi-year Area Plan on Aging which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly and/or disabled.
- o) The SUBCONTRACTOR further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the TRRC Planning Area and that those services provided under this contract are a part of said Area Plan.
- p) The SUBCONTRACTOR acknowledges that said Area Plan delineates a range of available services for the elderly and/or disabled and, therefore, the SUBCONTRACTOR agrees to coordinate and cooperate with all other TRRC contracted service providers to the fullest extent possible and in a manner satisfactory to TRRC.
- q) Descriptions of supportive services and nutrition services included in this contract are listed in Attachment A, hereof, and shall be the basis for determining the SUBCONTRACTOR's performance of supportive services and nutrition services.
- r) The following special provisions shall apply to nutrition services:

- 1) The selection, relocation, and closing of nutrition sites shall have the prior written approval of TRRC. The sites approved in this contract as specified in "Provider Services Detail Report" in Attachment B.
 - 2) The SUBCONTRACTOR shall not initiate the delivery of nutrition services under this contract at a site not approved by TRRC.
 - 3) The SUBCONTRACTOR agrees to notify the AAA Gateway/ADRC of any openings in their HCBS programs. Once a referral is received by the SUBCONTRACTOR and a face-to-face assessment is conducted, they will notify the AAA Gateway/ADRC Staff within 30 days of their acceptance or denial of that person as a client.
 - 4) The SUBCONTRACTOR agrees to provide congregate meals to an average of 20 participants per day.
 - 5) The SUBCONTRACTOR agrees to serve hot or other appropriate meals at least once a day, for a minimum of 250 service days a year.
 - 6) The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this contract.
 - 7) The SUBCONTRACTOR agrees to provide supportive services for their clients. Supportive services include: (a) access to services such as outreach, information/assistance; (b) recreational activities; (c) nutrition education; (d) nutrition screening/assessments; (e) nutrition counseling; and (g) health screening.
 - 8) The SUBCONTRACTOR agrees that staff engaged in food storage, preparation and distribution will observe all applicable Department of Human Services Rules and Regulations and local health ordinances governing food safety.
 - 9) The SUBCONTRACTOR agrees to attend monthly Site Manager Staff Meetings.
 - 10) The SUBCONTRACTORS that cook on site are required attend all menu planning meetings and use approved TRRC menu daily.
 - 11) The SUBCONTRACTOR agrees to attend the TRRC annual senior picnic.
 - 12) The SUBCONTRACTOR agrees that TRRC functions takes precedence over local functions, such as staff training, meetings, and volunteer recognitions.
 - 13) The SUBCONTRACTOR must have the TRRC logo printed on all publications and indicate that TRRC is a funding source for the programs.
13. **Termination of Services to Clients.** The SUBCONTRACTOR agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The SUBCONTRACTOR shall

have procedural requirements which, at a minimum, include all of the safeguards and elements of the model **Client Grievance/Complaint Procedure** on file at TRRC and available from TRRC upon written request.

14. **Reports.** The SUBCONTRACTOR shall furnish TRRC with monthly program performance reports, in such form as may be specified by TRRC, describing the work accomplished by the SUBCONTRACTOR. Such report(s) shall be furnished to TRRC within five days after the end of the period reported. All due dates in this contract shall be based on calendar days. If any such due date should occur on Saturday, Sunday or a TRRC holiday, the next TRRC workday shall be considered the due date.
15. **Rights in Documents, Materials and Data Produced.** The SUBCONTRACTOR agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of TRRC upon termination or completion of the work. TRRC shall have the right to use the same without restriction or limitation and without compensation to the SUBCONTRACTOR other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the SUBCONTRACTOR or its fourth party SUBCONTRACTORS. The SUBCONTRACTOR acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to TRRC.
16. **TRRC'S Right to Suspend Contract:** The TRRC reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the TRRC that the SUBCONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the TRRC, in the programmatic performance or service delivery and/or to comply with any order or directive of a state or federal agency or court or arbitrator(s) with jurisdiction, by law or by consent, over the TRRC.
17. **Cooperation in Transition of Services** The SUBCONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason that the SUBCONTRACTOR will cooperate as requested by the TRRC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the TRRC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the TRRC. SUBCONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the SUBCONTRACTOR to the TRRC immediately and shall become the property of the TRRC in addition to any other remedy afforded the TRRC hereunder or by law. Failure to cooperate in the transition of services will result in the SUBCONTRACTOR becoming an ineligible contractor/SUBCONTRACTOR for a period of three (3) years from the end of this contract period.

18. **Force Majeure.** Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the SUBCONTRACTOR from its liability for work performed by any fourth party SUBCONTRACTORS. If the services to be provided to the TRRC are interrupted by a force majeure event, the TRRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.
19. **Publicity.**
- A. SUBCONTRACTORS must ensure that any publicity given to the program or services provided herein identify the TRRC AAA and the State Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the SUBCONTRACTOR. Prior approval for the materials must be received from the TRRC and DHS's managing programmatic division/office. All media and public information materials must also be approved by the State of Georgia's Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the SUBCONTRACTOR shall not display the TRRC or DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Executive Director of the TRRC and/or the Commissioner of DHS.
- B. Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health, the Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify DHS as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to DHS that might result. In addition, the SUBCONTRACTOR shall not display DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of DHS.
20. **Inventions, Patents, Copyrights, Intangible Property and Publications.** The SUBCONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the TRRC. The TRRC, the federal agency, and DHS shall determine whether protection of the invention or discovery shall be sought. The TRRC, the federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the TRRC or DHS is free to copyright any books, publications, or other

copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the TRRC, the federal agency and DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government, TRRC, and/or departmental purposes.

Publications: All publications, including pamphlets, art work, and reports shall be submitted to the TRRC on disk or electronically.

21. **Financial Management System.** SUBCONTRACTOR certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 45 CFR 74, or 45 CFR 92, 41 CFR 29-70 as appropriate. In addition, the SUBCONTRACTOR agrees to accurately maintain its financial records for each cost center as specified in Attachment B in such form and utilizing such procedures as TRRC or the funding agencies may require. This includes, but it not limited to, the requirement that SUBCONTRACTOR financial records shall provide for (1) accurate, current, and complete disclosure of the financial results of each cost center; (2) records that identify adequately the source and application of funds by cost center for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the SUBCONTRACTOR.
22. **Employee's Rate of Compensation.** The rate of compensation for work performed under this program by a staff member or employee of the SUBCONTRACTOR shall not exceed the compensation of such person that is applicable to his or her other work activities for the SUBCONTRACTOR. Time and attendance and payroll distribution records shall support charges for salaries and wages of individual employees.
23. **Financial Reports.** In addition to other records required by this contract, the SUBCONTRACTOR agrees to provide to TRRC such additional financial reports in such form and frequency as TRRC may require in order to meet the TRRC's requirements for reporting to funding agencies.
24. **Audits.** SUBCONTRACTORS that expend \$750,000 or more in Federal funds during their fiscal year agree to have a single entity-wide **audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, 2 CFR 200 (Super Circular), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide **audit conducted for that** year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending at least \$25,000 but less than \$100,000 in State funds

during their fiscal year agree to prepare **unaudited entity-wide financial statements for that year. Assertions concerning** the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

The SUBCONTRACTOR further agrees to submit the required audit or financial statement, within 180 days after the close of the SUBCONTRACTOR's fiscal year to:

***Three Rivers Regional Commission
LeeAnn Davis
Aging Fiscal Coordinator
P.O. Box 1600
Franklin, GA 30217***

Effective July 1, 2010, the THREE RIVERS REGIONAL COMMISSION's Council has established the following sanction for any violation of this contractual requirement:

If a Contractor fails to provide a final audit statement as required under the contract's terms, the TRRC will withhold any pending and/or future payments for services rendered until such time that the final audit is submitted and verified. If a pattern of such failures materializes, the Contractor will become ineligible to receive TRRC contracts for a period of 12 months. Recognizing that some situations might arise that are above and beyond the Contractor's control, the TRRC may extend the date of receipt of the final audit for a thirty (30) day period upon request and verifiable documentation related to the reason for the extension. Extensions past the thirty (30) day period may be requested, but any such request must be presented in person before the TRRC's Council with the Contractor's auditor present.

Reinstatement of payments to SUBCONTRACTORS who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council.

25. **Interest of SUBCONTRACTOR**. The SUBCONTRACTOR covenants that neither the SUBCONTRACTOR, nor anyone controlled by the SUBCONTRACTOR, controlling the SUBCONTRACTOR, or under common control with the SUBCONTRACTOR, nor its agents, employees or fourth party SUBCONTRACTORS, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the SUBCONTRACTOR's service hereunder in an impartial and unbiased manner. The SUBCONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed by the SUBCONTRACTOR as an agent, fourth party SUBCONTRACTORS or otherwise. If the SUBCONTRACTOR contemplates taking some action which may constitute a violation of this paragraph, and SUBCONTRACTOR shall request in writing the advice of TRRC, and if TRRC notifies the SUBCONTRACTOR in writing that the SUBCONTRACTOR's contemplated action will not constitute a violation hereof, then the SUBCONTRACTOR shall be authorized to take such action without being in violation of this paragraph.

26. **Interest of Members of TRRC and Others.** No officer, member or employee of TRRC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of TRRC, or public official of any local government affected by the program, have an interest, direct, in this contract or the proceeds arising therefrom.
27. **Officials Not to Benefit.** No member or delegate to the (1) Legislature of the State of Georgia, elected or appointed State of Georgia official, or employee of the State of Georgia Department of Human Services (and Division of Aging Service) and (2) Congress of the United States of America, resident commissioner or employee of the United States Government, shall participate or influence any decision relating to the award or administration of this contract which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly, or indirectly, has any involvement.
28. **Restrictions on Hiring of TRRC Employees.** The SUBCONTRACTOR and any associated fourth party SUBCONTRACTORS shall not hire, retain, or engage in any paid or unpaid capacity (employee, consultant, or advisor) an employee (full-time, part-time, or consultant) of the TRRC within a twelve (12) month period after the termination date of this contract. Further, any former TRRC employee who is hired, retained, or engaged having met the above 12 month restriction may not be directly involved with the management and performance of this contract without the express written approval of the TRRC Executive Director. SUBCONTRACTOR violation of this restriction shall be grounds for contract termination.
29. **Project Administration.**
- (a) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor is responsible for ensuring that all terms and conditions of the contract are fully met to TRRC's satisfaction.
 - (b) The SUBCONTRACTOR agrees that all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be responsible to the SUBCONTRACTOR executor.
 - (c) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor and all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be bonded in an amount equal to at least ten percent of the total amount specified in Attachment "B" of the contract or \$25,000, whichever is less, if receiving an advance of funds. The SUBCONTRACTOR shall transmit written documentation of such bonding to TRRC, in form satisfactory to TRRC, prior to receipt of any funds from TRRC. For bonds that expire before the completion date of this contract, proof of renewal of such bond shall be provided to TRRC, within 20 days after renewal.

- (d) The SUBCONTRACTOR agrees to administer the program in a manner satisfactory to TRRC and in accordance with relevant procedures, as determined by TRRC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
 - (e) The SUBCONTRACTOR shall at all times maintain during the term of this agreement policies of insurance (including, where applicable, Worker's Compensation coverage) covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the SUBCONTRACTOR and its above, described property, as well as its employees, agents and volunteers.
30. **Subcontracts.** Work or services to be performed under this (third party) contract by the SUBCONTRACTOR may be subcontracted (fourth party) under the following conditions:
- (a) The SUBCONTRACTOR agrees that the selection of fourth party SUBCONTRACTORS requires competition between potential fourth party SUBCONTRACTORS pursuant to 45 CFR 74 or adequate justification for sole source selection.
 - (b) All such subcontracts shall bind the fourth party SUBCONTRACTOR to applicable terms and conditions of this (third party) contract between TRRC and the SUBCONTRACTOR.
 - (c) Any fourth party contract in excess of \$10,000 total value shall have written TRRC approval prior to execution. TRRC approval shall not be unreasonably withheld.
 - (d) A copy of all fourth party contracts shall be on file at the SUBCONTRACTOR's office and available for review by TRRC monitors upon request.
 - (e) The SUBCONTRACTOR will be responsible for the performance of any fourth party SUBCONTRACTORS to whom any duties are delegated under any provision of this contract.
 - (f) The SUBCONTRACTOR agrees to reimburse the TRRC for any federal or state audit disallowances arising from a fourth party SUBCONTRACTOR's performance or non-performance of duties under this contract which are delegated to the fourth party SUBCONTRACTORS.
 - (g) If the SUBCONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the SUBCONTRACTOR agrees to include the following in each subcontract:

1. Stipulations that the fourth party SUBCONTRACTORS is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.
 2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.
- (h) The SUBCONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any fourth party SUBCONTRACTORS who fails to adhere to the contract requirements. The SUBCONTRACTOR's failure to proceed against a fourth party SUBCONTRACTORS will constitute a separate breach by the SUBCONTRACTOR in which case the TRRC may pursue appropriate remedies as a result of such breach.

Failure by the SUBCONTRACTOR to comply with the provisions of this paragraph in a timely manner as determined by TRRC, may at TRRC's discretion result in disallowance or delay in payment under the Paragraph titled "**Method of Payment**" or in termination pursuant to the Paragraph titled "**Termination**" below.

31. **Assignability.** The SUBCONTRACTOR shall only assign, sublet or transfer all or any portion of its interest in this agreement with the prior written approval of TRRC.
32. **Amendments.** The TRRC may require changes in this contract from time-to-time. Such changes, including any increase or decrease in the amount of the SUBCONTRACTOR's compensation shall be incorporated in written amendments to this contract. Only the TRRC's Executive Director may execute amendments to this contract on behalf of the TRRC.
33. **Disputes and Appeals.** The TRRC Executive Director shall decide any questions arising under this contract. Such questions must be submitted to the TRRC's Executive Director in writing via certified mail, return-receipt requested. The TRRC's Executive Director shall reduce such decision concerning the question to writing and mail or otherwise furnish a copy thereof to the SUBCONTRACTOR within ten (10) business days after receipt of the question. The SUBCONTRACTOR agrees that the decision of TRRC's Executive Director shall be final and conclusive unless, within ten (10) days of receipt of such copy, the SUBCONTRACTOR mails or otherwise furnishes a written request for appeal concerning the question of fact to TRRC's Council, who shall arrange a formal hearing within thirty (30) business days after receipt of the appeal request. All such requests must be mailed via certified mail, return-receipt requested to the attention of the TRRC's Council at P.O. Box 1600, Franklin, GA 30217. Both the SUBCONTRACTOR and TRRC's Executive Director shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty-two (32) days after the hearing, the TRRC's Council shall render its decision concerning the question of fact in writing to the SUBCONTRACTOR and to TRRC's Executive Director.

Pending final decision of an appeal to the TRRC's Council, the SUBCONTRACTOR shall proceed diligently with the performance of the contract and in accordance with TRRC's Council's decision.

The SUBCONTRACTOR agrees that the decision of the TRRC's Council concerning the question shall be final and conclusive unless determined otherwise by the funding agencies, or the Comptroller General of the United States. In the event the funding agencies provide input, the TRRC's Council will reconsider its decision at the next regularly scheduled meeting of the TRRC Council. Any decision made based on the information provided from the funding agencies (the reconsideration action) shall be final and conclusive.

34. **Assurances.** The SUBCONTRACTOR hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including the Executive Order 12372, 45 CFR 74, 45 CFR 92, and U.S. Office of Management and Budget Circular (as currently amended) Nos. A-87, A-102, A-110, A-122, and A-133 (including compliance supplement), as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the SUBCONTRACTOR gives assurance and certifies with respect to this purchase of service contract that:

(a) For all purchase of service contracts:

- (1) It possesses legal authority to apply for this purchase of service contract, and, if appropriate, to finance and construct any proposed facilities; and, a resolution, motion or similar action has been duly adopted or passed as an official act of the SUBCONTRACTOR's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUBCONTRACTOR to act in connection with the application and to provide such additional information as may be required, and, upon TRRC's approval of its application, that the person identified as the official representative of the SUBCONTRACTOR is authorized to execute a purchase of service agreement contract incorporating the terms of its application.
- (2) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, sexual orientation, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service fourth party SUBCONTRACTORS, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. The SUBCONTRACTOR shall take affirmative action to ensure that

qualified applicants are employed and qualified fourth party SUBCONTRACTORS are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. If the SUBCONTRACTOR has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the SUBCONTRACTOR as specified in Attachment "A" of the contract is fifty thousand dollars (\$50,000) or more, the SUBCONTRACTOR certifies that: (A) It has developed a written Affirmative Action Program (AAP). which and (b) it presently has such a plan in effect and such plan will remain in effect at least until the program completion date of this contract. The SUBCONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The SUBCONTRACTOR shall in all solicitations or advertisements for fourth party SUBCONTRACTORS or employees placed by or on behalf of the SUBCONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each fourth party SUBCONTRACTORS, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The SUBCONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as TRRC or the funding agencies may require.

The SUBCONTRACTOR agrees to comply with such rules, regulations or guidelines as TRRC or the funding agencies may issue to implement the requirements of this paragraph.

- (3) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

- (4) It will comply with the applicable provisions of the Hatch Act, which limits the political activity of employees.
- (5) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (6) It will cooperate with TRRC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through TRRC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 3 CFR Part 800.8) by the activity, and subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through TRRC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by TRRC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- (7) It understands that the phrase “Federal financial assistance” is included any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (8) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- (9) The SUBCONTRACTOR agrees to abide by all State and Federal laws, rules and regulations and DHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual’s records. The SUBCONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.
- (11) The SUBCONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

35. **Property Management Standards.** The SUBCONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the TRRC during the term of this contract and all previous contracts is property of the TRRC and is subject to the rules and regulations of the TRRC throughout the life and disposition of said property. Said property

cannot be transferred or otherwise disposed of without prior written approval of the TRRC.

- B. To adhere to all policies and procedures as promulgated in the State of Georgia's Department of Human Services Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract.

SUBCONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the TRRC as indicated below:

Three Rivers Regional Commission
Ramona Browning
P.O. Box 1600
Franklin, GA 30217

- D. In the event the Contract is terminated prior to expiration or is not renewed, SUBCONTRACTOR agrees to properly dispose of all TRRC property as follows:

1. Prepare Form 5086, Equipment Status Change form listing all TRRC equipment in the SUBCONTRACTOR's possession and send this form to the TRRC for final disposal determination.
2. Upon notification by the TRRC, SUBCONTRACTOR agrees to transport the TRRC's property to the TRRC's designated facility. Expenses incurred by the SUBCONTRACTOR in transporting this equipment may be charged to the terminated contract.

36. **Federal Prohibitions and Requirements Related to Lobbying:** Pursuant to Section 1352 of Public Law 101-221, the SUBCONTRACTOR agrees that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) As a condition of receipt of **any** Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the SUBCONTRACTOR shall file with TRRC a signed "Certification Regarding Lobbying."
- (c) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the SUBCONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (d) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the SUBCONTRACTOR under subparagraphs (B) or (C) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Any SUBCONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this action does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The SUBCONTRACTOR shall require that the prohibitions and requirements of this paragraph included in the award documents for all subawards at all tiers (including subcontracts, purchase of service agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

37. **Debarment.** In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the SUBCONTRACTOR shall certify that neither

it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. The SUBCONTRACTOR further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

38. **Compliance with Requirements of the Georgia Department of Human Services (DHS).** The SUBCONTRACTOR shall be bound by the applicable terms and conditions of the contract between TRRC and DHS, which is on file in the offices of TRRC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the SUBCONTRACTOR agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from TRRC.
39. **Documentation of Rent Costs.** All SUBCONTRACTOR budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS).

Public facility maintenance in lieu of rent budgeted by the SUBCONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with 2 CFR 200 (Super Circular).

40. **Criminal Records Investigation:**

The SUBCONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation that shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated, (O.C.G.A.).

The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by DHS or to personal care homes required to be licensed, permitted, or registered by DHS.

41. **Other Requirements.** In addition to other requirements of this contract, the SUBCONTRACTOR agrees to comply with, and shall be bound by, the applicable terms and conditions of all State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards including but not limited to 41 CFR 29-70, 45 CRR 74, or 45 CFR 92, as appropriate.

The SUBCONTRACTOR agrees that, if costs incurred by the SUBCONTRACTOR are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled “**Audits**” above or by TRRC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by TRRC, the SUBCONTRACTOR shall reimburse TRRC in full for any payment made by TRRC to the SUBCONTRACTOR for such disallowed costs within thirty days of receipt of such written demand.

42. **State of Georgia Ethics Code Violations.** The SUBCONTRACTOR understands that the State of Georgia’s Department of Human Services’ Division of Aging Services (DHS) is the primary source of funds for this subgrant agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Services’ *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by DHS and referred by DHS to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, DHS will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. DHS will document its investigation's findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, DHS will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

43. **Termination.**

- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that any of the funding sources of for payments to the TRRC for services under this contract no longer exist, or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the TRRC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the TRRC for failure of the SUBCONTRACTOR to perform any of the provisions hereof. Should the TRRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The SUBCONTRACTOR will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the SUBCONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this

contract.

- C. **For Convenience of the SUBCONTRACTOR.** This contract may be cancelled or terminated by the SUBCONTRACTOR without cause; however, the

SUBCONTRACTOR must give written notice of its intention to do so to the TRRC at least ninety (90) days prior to the effective date of cancellation or termination.

- D. **For Convenience of TRRC.** This contract may be cancelled or terminated by the TRRC without cause; however, the TRRC must give written notice of its intention to do

so to the SUBCONTRACTOR at least thirty (30) days prior to the effective date of cancellation or termination.

- E. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. SUBCONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the SUBCONTRACTOR's assets begins.
2. SUBCONTRACTOR or any of its SUBCONTRACTORS violates or fails to comply with any applicable provision of federal or state law or regulation.
3. SUBCONTRACTOR or any of its SUBCONTRACTORS knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the TRRC or the Department of Human Services or to the TRRC or DHS' representatives.
4. SUBCONTRACTOR has exhibited an inability to meet its financial or services obligations.
5. A voluntary or involuntary bankruptcy petition is filed by or against the SUBCONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the SUBCONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the SUBCONTRACTOR.
8. The TRRC deems that such termination is necessary if the SUBCONTRACTOR or any fourth party SUBCONTRACTORS fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the TRRC or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. A court with competent jurisdiction, or an arbitrator(s) conducting an arbitration involving the TRRC by consent, issues an order or decision that causes or determines

the contract to be rendered voidable or null and void and/or prohibits the TRRC from contracting with the SUBCONTRACTOR, or otherwise invalidates the procurement process and/or the contractual relationship with the SUBCONTRACTOR.

10. SUBCONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
44. **SUBCONTRACTOR/Fourth-Party License Requirements.** The SUBCONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The SUBCONTRACTOR is responsible to ensure that fourth party (sub-SUBCONTRACTORS) contractors are appropriately licensed. The SUBCONTRACTOR agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
45. **AIDS Policy.** SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the DHS's programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the DHS's programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

IV),” dated October 30, 1987 from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of DHS’s programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

46. **Indemnification of TRRC.** SUBCONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, and the THREE RIVERS REGIONAL COMMISSION AREA AGENCY ON AGING, their officers and employees (collectively “indemnities”) of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, or contract rights, attorneys’ fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of SUBCONTRACTOR, its agents, employees, fourth party SUBCONTRACTORS, or others working at the direction of SUBCONTRACTOR or on SUBCONTRACTOR’s behalf: or due to any breach of this Contract by SUBCONTRACTOR; (collectively, the “Indemnity Claims”).

This indemnification extends to the successors and assigns of the SUBCONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the SUBCONTRACTOR.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the “funds”), the SUBCONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the SUBCONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

SUBCONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

47. **Conformance of Agreement with the Law.** It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties

agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

48. **Enforcement.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Heard County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.

IN WITNESS WHEREOF, the SUBCONTRACTOR and the TRRC have executed this contract as of the day first above written.

ATTEST:

City of Villa Rica

Address for Official Notices:

City Official
571 West Bankhead Highway
Villa Rica, GA 30180

By: _____

Title

DATE _____

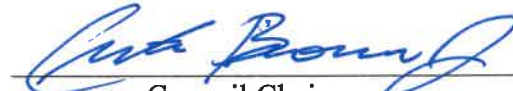
ATTEST:

Three Rivers Regional Commission
Area Agency on Aging
P.O. Box 1600
Franklin, GA 30217

 _____

By:  _____

Executive Director

 _____

Council Chair

DATE 6/12/2025

ATTACHMENT A

CONTAINS THE FOLLOWING REPORTS:

1. DIVISION OF AGING SERVICES TAXONOMY OF SERVICES DEFINITIONS
2. SCOPE OF SERVICES

ATTACHMENT B

CONTAINS THE FOLLOWING REPORTS:

1. STATEMENT OF SERVICE
2. AREA PLAN-BUDGET SUMMARY BY SERVICE - PROVIDER
3. EVIDENCE BASED PROGRAM ADDENDUM
4. COST SHARING POLICY

STATEMENT OF SERVICE

The SUBCONTRACTOR will provide funded authorized services by authorized fund source as detailed in the attached DHS-Division of Aging Services Area Plan-Provider Service Detail Report and DHS-Division of Aging Services Area Plan-Summary of all Revenue by Provider Report.

DHS - Division of Aging Services
Area Plan Budget Summary by Service - Provider

SFY: 2026

AAA: Three Rivers Region AAA

Area Plan Version 1

Provider: Villa Rica Senior Center

Program: HCBS - Nutrition Services									
Service: Home Delivered Meals									
NSIP - SSBG Supplemental (Unit Cost)	\$3,944.00	\$0.00	\$3,944.00	\$0.00	\$3,944.00	\$5.53	\$3,949.53	247.00	\$15.99
NSIP - ACL (Line Item)	\$8,150.00	\$0.00	\$8,150.00	\$0.00	\$8,150.00	\$0.00	\$8,150.00		
NSIP - State (Unit Cost)	\$0.00	\$12,208.00	\$12,208.00	\$0.00	\$12,208.00	\$11.42	\$13,719.42	858.00	\$15.99
OAA Title III C2 - Home Delivered Meals (Unit Cost)	\$42,362.00	\$2,491.88	\$44,853.88	\$4,983.77	\$49,837.65	\$0.00	\$49,840.83	3,117.00	\$15.99
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,225.00		
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,459.18	5,282.00	\$15.99
Service Total:	\$54,456.00	\$14,699.88	\$69,155.88	\$4,983.77	\$74,139.65	\$1,500.00	\$109,704.31	\$185,343.96	9,504.00
Program Total:	\$54,456.00	\$14,699.88	\$69,155.88	\$4,983.77	\$74,139.65	\$1,500.00	\$109,704.31	\$185,343.96	9,504.00
Program: HCBS - Senior Centers									
Service: Congregate Meals									
NSIP - ACL (Line Item)	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00		
NSIP - State (Unit Cost)	\$0.00	\$11,200.00	\$11,200.00	\$0.00	\$11,200.00	\$11.15	\$17,211.15	1,159.00	\$14.85
OAA Title III C1 - Congregate Meals (Unit Cost)	\$42,600.00	\$2,505.88	\$45,105.88	\$5,011.77	\$50,117.65	\$0.00	\$50,118.75	3,375.00	\$14.85
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,875.00		
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$106,088.40	7,144.00	\$14.85
Service Total:	\$52,600.00	\$13,705.88	\$66,305.88	\$5,011.77	\$71,317.65	\$6,000.00	\$127,975.65	\$205,293.30	11,678.00
Program Total:	\$52,600.00	\$13,705.88	\$66,305.88	\$5,011.77	\$71,317.65	\$6,000.00	\$127,975.65	\$205,293.30	11,678.00
Provider Total:	\$107,056.00	\$28,405.76	\$135,461.76	\$9,995.54	\$145,457.30	\$7,500.00	\$237,679.96	\$390,637.26	21,182.00

Evidence Based Program Addendum

As an addendum to the contract for nutrition and wellness services Evidence Base Programs will be provided through Title III funds and State CBS funds. Three Rivers Regional Commission has provided training to enhance the lives in wellness of the seniors living in the 10 county Three Rivers region. Site managers, other site staff, senior center volunteers and other community volunteers have been certified in EBP by the Three Rivers AAA and DAS in FY19. Additional training and other EBP programs will be offered and paid for by the AAA Regional Commission when classes are available and added.

Stipends are available through the EBP program as mentioned to the leader facilitators. Breakdown of the stipend are as follows, \$250 per person for one of the 6-week courses with at least seven participants completing the course. \$300 per person for 8-12 week courses with at least seven participants completing the course.

Facilitators providing a course that requires one facilitator, one facilitator is paid the stipend discussed. These classes include Tai Chi for Arthritis and Fall Prevention, Tai Chi Seated, Tai Chi for Diabetes.

Facilitators providing a course that requires two facilitators, both will be paid the total stipend. These include Matter of Balance, Diabetes Self-Management Program, and Powerful Tools for Caregivers and Chronic Disease Self-Management Program.

Supplies, videos, books, charts and registration forms will be provided. Invoices and other documentation are submitted at completion of each course (6 week, 8 week, or 12 week) and the person providing the training will receive the stipend within 45 days. Checks will be sent to the contractor to distribute to the leader facilitator.

Cost Sharing Policy

Attachment to Contract for #12 Standard for services Performance item F:

Department of Human Services, Division of Aging Services, Administration Manual, Chapter 200, Section 2026, Cost Share.

It is the policy of the Georgia Division of Aging Services that Area Agencies on Aging will implement cost sharing for all eligible Older Americans Act and state funded services. Therefore, in order to maintain existing services, add new services, and prove matching funds, the Three Rivers Georgia Regional Development Center in its capacity as the Area Agency on Aging must institute policies regarding the potential for client cost-sharing.

The Three Rivers Regional Commission/Area Agency on Aging will utilize the most current fee scale provided by the Division of Aging Services to ascertain the appropriate client cost share.

The following services are subject to a client cost share:

- Adult Day Care/Health Services
- Emergency Response Services
- Homemaker Services
- Home modification and Repairs
- Personal Care Services
- Transportation Services
- Senior Center Activities
- Wellness Program Services

The following services are exempt from client cost share for persons paid with OAA or state funds;

- Information and Assistance
- Outreach
- GeorgiaCares (Benefits Counseling)
- Medication Management (Wellness)
- Ombudsman
- Elder Abuse Prevention
- Legal Assistance
- Other Consumer Protection Services
- Nutrition Services, including congregate meals
- Nutrition screening, counseling and education
- Any service provided to low income older persons whose income is at or below the Federal Poverty Limit

AAAs may not impose a cost share for the following services of persons paid with OAA funds

- Case Management Services
- Home Delivered Meals
- ✓ Note: AAAs and providers may require a cost share for Case Management and Home Delivered Meals if paid with non-OAA funds, such as SSBG or state funds.

Older persons at or below the Federal Poverty Level are exempted from client cost share for all AAA funded services.

Client cost shares must be used to:

1. Serve persons currently on the waiting list;
2. Expand service areas which have not been available;
3. Increase resources to underserved areas;
4. Develop and implement new services based on consumer request; and
5. Provide reasonable administrative costs as approved by the Division of Aging Services (DAS).

Provider Collection and Payment:

Providers will develop and implement cost share policies, following the guidelines set forth in the Department of Human Services Division of Aging Services, and by the AAA. Grievance procedures must also be established as defined in the foregoing Administrative Guidelines and Requirements.

Home-Delivered Meals

Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. An envelope that clearly identifies the organization will be provided to all consumers during meal delivery at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected. Program income generated by voluntary donations must be reconciled by the agency at least once per week, and reported on the monthly expenditure report submitted to the Middle GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

Congregate Meals/Senior Center Services

Consumers must be given an opportunity to contribute to the cost of their meals through voluntary donations only. Efforts to collect donations must not be coercive and must protect the privacy and confidentiality of each individual with respect to their contribution or lack of contribution. Senior centers will maintain a collection box for voluntary donations. The box should be available at least once monthly during the regular hours of operation for the senior center. The collection box must be secured before the end of each day that the box has been made available. Program income generated by voluntary donations must be reconciled by the agency at least once per week, and reported on the monthly expenditure report submitted to the Three Rivers GA AAA. All contributions collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

In-Home Services (Homemaker, Personal Care, Respite Care)

The provider of in-home services will mail a monthly statement to individuals to collect any cost share related to the service they receive. The statement must clearly state the current cost-sharing amount due. The cost share amount on the statement must match with the amount identified on the signed service agreement.

Individuals whose income is at or below 100 percent of the federal poverty guidelines must be given the opportunity to make voluntary contributions. An envelope that clearly identifies the organization must be provided to these consumers at least once monthly to collect voluntary donations. Envelopes must be returned to the agency on the same day they are collected.

All cost shares and voluntary donations collected must be used to expand the service for which the contributions were given, and to supplement (not replace) funds received under this Act.

Termination of Service

The termination letter will be sent by the provider stating the effective date of the termination, the reason for termination, and notification that a grievance must be filed verbally or in writing through the service provider. If the termination is due to non-payment of the cost share, the case will be reviewed by the Assessment and Referral Team with recommendations made to the AAA Director. The Older Americans Act funded services allow for the collection of cost share; however, they prohibit denying services due to the income of the individual or his/her failure to make a cost sharing payment.

The AAA will ensure compliance with the applicable regulations during its site monitoring visits. Violations of the HCBS regulations will be viewed by the Three Rivers RC/AAA as a program finding and will require immediate corrective action.

ATTACHMENT C

CONTAINS THE FOLLOWING DOCUMENTS:

1. ANNEX A – BUSINESS ASSOCIATE AGREEMENT (BAA)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement" is made and entered into by and between the **THREE RIVERS REGIONAL COMMISSION** (hereinafter referred to as "TRRC") and **CITY OF VILLA RICA-PARKS & REC DEPT – SENIOR CENTER** (hereinafter referred to as "Contractor") as **ANNEX AA to Contract No.04-045-02-AAA-2026** between TRRC and Contractor. The effective date of this Agreement shall be the date the Contract referenced above is executed by Contractor.

WHEREAS, TRRC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRRC and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for **"moderate impact" information**.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by TRRC. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. After providing written notification to TRRC's HIPAA Privacy Officer, use PHI to make a report to a health oversight agency authorized by law to investigate TRRC (or otherwise oversee the conduct or conditions of the TRRC) about any TRRC conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.5020)(1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to TRRC's HIPAA Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate TRRC.
 - D. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by TRRC that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.5020)(1).
3. Contractor warrants that only individuals designated by title or name on Attachments L-1 and L-2 will request PHI from TRRC or access TRRC PHI in order to perform the services of the Contract, and these individuals will **only request the minimum necessary amount of information necessary in order to perform the services**.
4. Contractor warrants that the individuals listed by title on Attachment L-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment L-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment L-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Attachment L-2 require access to an TRRC information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader named on Attachment L-2 immediately, but at least within 24 hours, of any change in the need for TRRC information system access by any individual listed on Attachment L-2. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, TRRC's HIPAA Privacy Officer and the Department of Human Services/ Department of Aging Services for proper handling and sanctions.

6. Contractor agrees that it is a Business Associate to TRRC as a result of the Contract, and warrants to TRRC that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to TRRC that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to TRRC upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy Contacts:

A. At TRRC: **Belinda Meadows**

B. At Contractor:

Executive Director

Date

Contractor agrees that it will:

- C. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- D. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- E. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of TRRC. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- F. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Attachments L -1 and L-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- G. Upon TRRC's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to TRRC PHI, provide the results of such assessments to TRRC, and ensure that corrective actions identified during the independent **assessment are implemented.**
- H. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- I. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the **conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI**, that are applicable to Contractor under this Agreement and the Contract.
- J. Except for "Non-Reportable Incidents," report to TRRC any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

- i. The unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, **so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;**
 - ii. The inadvertent disclosure of PHI from a person designated in Attachments L-1 or L -2 as authorized to access TRRC PHI to a workforce member of Contractor who is not designated in Attachments L-1 or L-2, but is authorized to access other Protected Health Information maintained by Contractor, **so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.**
- I. Make an initial report to TRRC in writing in such form as TRRC may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
- i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
 - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
 - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the TRRC HIPAA Privacy Officer, Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the TRRC, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC within five (5) business days of TRRC 's request for proof of implementation.

- J. Report to the TRRC HIPAA Privacy Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon TRRC 's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC.
- K. Upon TRRC 's reasonable request and not more frequently than once per quarter, report to the TRRC HIPAA Privacy Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not **penetrate computer networks or servers or result in interference with system operations.**
- L. Cooperate with TRRC and provide assistance necessary for TRRC to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist TRRC in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with TRRC, including cooperation with TRRC privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

8. If TRRC determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of TRRC, after the notifications are approved by the TRRC. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that TRRC determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the TRRC HIPAA Privacy Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining TRRC's approval of the notification letter.

9. Make any amendment(s) to PHI in a Designated Record Set that TRRC directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of TRRC. Contractor also agrees to provide TRRC with written confirmation of the amendment in such format and within such time as TRRC may require.
10. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following TRRC's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC, provide TRRC access to the PHI in an individual's Designated Record Set. However, if requested by TRRC, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom **such information relates**.
11. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of TRRC within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
12. Document all disclosures of PHI and information related to such disclosures as would be required for TRRC to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from TRRC, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC HIPAA Privacy Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to TRRC. If requested by TRRC, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the TRRC upon request.
13. In addition to any indemnification provisions in the Contract, indemnify the TRRC, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on TRRC.
14. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

M. TRRC agrees that it will:

- i. Notify Contractor of any new limitation in TRRC's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if and to the extent that TRRC determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- ii. Notify Contractor of any change in, or revocation of, authorization by an Individual for TRRC to use or disclose PHI to the extent that TRRC determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- iii. Notify Contractor of any restriction regarding its use or disclosure of PHI that TRRC has agreed to in accordance with the Privacy Rule if, and to the extent that, TRRC determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- iv. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, TRRC agrees to contact Contractor to determine feasibility of compliance. Following the receipt by TRRC of a written cost estimate, TRRC agrees to assume all costs incurred by Contractor in compliance with such special requests.

15. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by TRRC to Contractor, or created or received by Contractor on behalf of TRRC, is destroyed or returned to TRRC, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

A. Termination for Cause. Upon TRRC 's knowledge of a material breach of this Agreement by Contractor, TRRC shall either:

- Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by TRRC;
- If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
- If neither termination nor cure is feasible, TRRC shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- Upon termination of this Agreement, for any reason, TRRC and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify TRRC and obtain instructions from TRRC for either the return or destruction of the PHI.
- Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes TRRC may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as TRRC may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- This Effect of Termination section survives the termination of the Agreement.

16. Interpretation. Any ambiguity in this Agreement shall be resolved to permit TRRC to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

17. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

18. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

(Signatures on following page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

BY:

SIGNATURE

DATE

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

Pa

ATTACHMENT L-1**List of Individuals Permitted to Receive, Use and Disclose TRRC PHI**

The following Position and Titles, as employees and/or representatives of Contractor, need access to TRRC Protected Health Information in order for the Contractor to perform the services described in the Contract. Please provide additional sheets if necessary.

If this is not applicable please mark the first line below with N/A.

- Lisa Deming-Senior Center Manager
- Ashley Miller-Senior Center Coordinator
-
-
-
-

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and TRRC:

- Secure FTP file transfer(preferred)
- Encrypted email or email sent through "secure tunnel" approved by TRRC HIPAA Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to TRRC. Use of TRRC Protected Health Information by individuals who are not described on this Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to TRRC Project Leader Contact- Emily Rogers erogers@threeriversrc.com or LeeAnn Davis ldavis@threeriversrc.com

ATTACHMENT L-2

Part 1:

Please initial beside the correct option. Please select only one option.

- ☐ Contractor **DOES NOT** need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.
- ☒ Contractor **DOES** need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you Indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following Individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Data Entry System	Type of Access (Read only? Write?)
Lisa Deming	City of Villa Rica Senior	WellSky	
Ashley Miller	City of Villa Rica Senior	WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	

The TRRC Project Leader must submit a notice to WELLSKY Help Desk for each Individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: *Managing Authorization, Access and Control of Information Systems*.

Contractor must notify the TRRC Project Leader Identified in the Contract: Emily Rogers (erogers@threeriversrc.com) or LeeAnn Davis (ldavis@threeriversrc.com) immediately, but at least within 24 hours, after any Individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security Incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to TRRC Project Leader Contact.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Mirror Lake Blvd Left Turn

AGENDA DATE: August 12, 2025

DATE PREPARED: July 30, 2025

PREPARED BY: Mark Teal, PE - City Engineer

AMOUNT: \$447,360.97

GL ACCOUNT #: 323-4210-541410

FUNDING SOURCE: 2021 SPLOST

BUDGETED ITEM? Yes

■
PURPOSE: The City of Villa Rica opened sealed bids on July 30, 2025 at 11:00 am for the purpose of installing a left turn lane on Mirror Lake Blvd. Please see the attached sketch and bid results.

BACKGROUND:

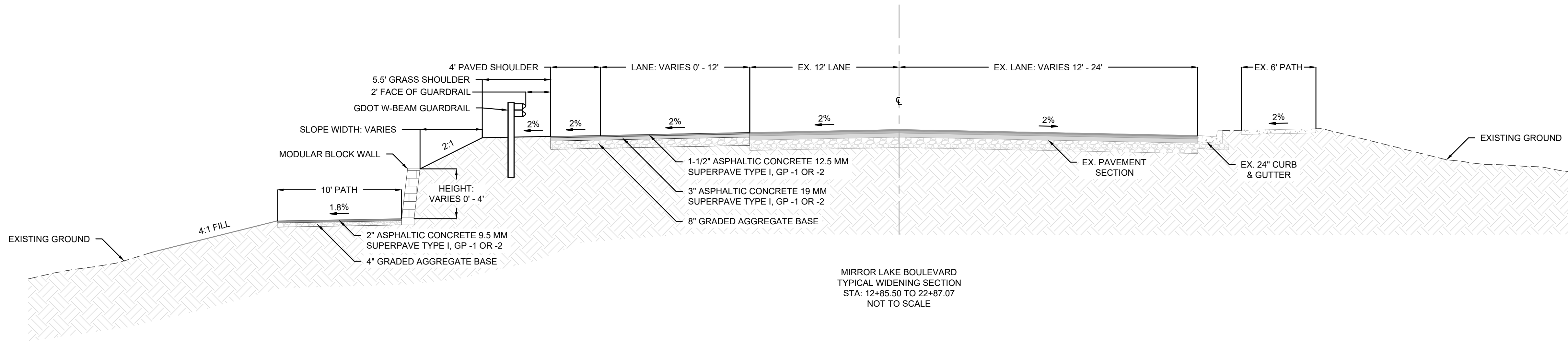
The Major Items of Work Consist of:

1. Traffic Control- Vehicular and Pedestrian
2. Left Turn Lane Installation
3. Guardrail
4. Utility Relocations

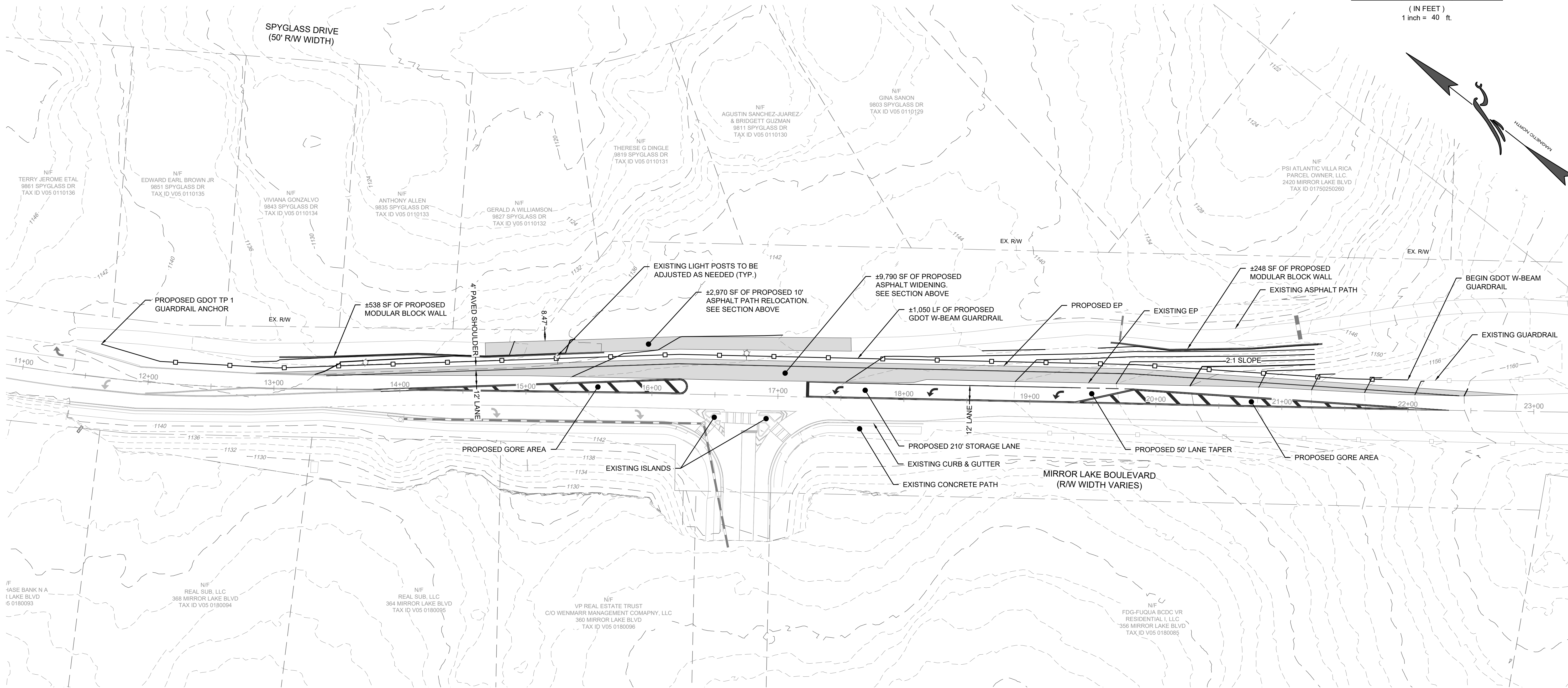
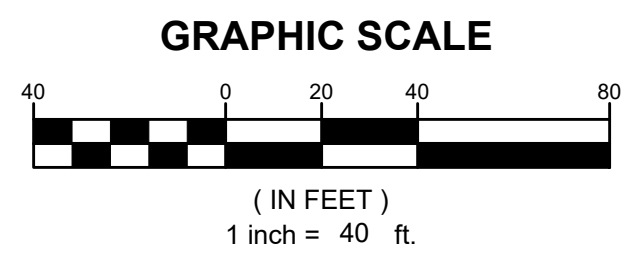
STAFF RECOMMENDATION: Contract with Summit Construction and Development, LLC

IMPACT: \$447,360.97

MOTION: Motion to approve the bid from Summit Construction and Development, LLC, totaling \$447,360.97, authorize the City Attorney to develop the contract based on the bid documents, and authorize the Mayor to sign.



LEGEND		
	PROPOSED	EXISTING
RIGHT-OF-WAY	R/W	R/W
BOUNDARY LINE		
PROPERTY LINE		
CURB & GUTTER		
EASEMENT		
BUILDING		
SIDEWALK		
FENCE		
FIRE HYDRANT		
WATER VALVE		
WATER METER		
WEIR INLET		
JUNCTION BOX		
SANITARY SEWER MANHOLE		
SINGLE WING CATCH BASIN		
DOUBLE WING CATCH BASIN		
STREET LIGHT		
STORM PIPE		
SEWER PIPE		
WATER MAIN		
CONTOUR (MAJOR)		
CONTOUR (MINOR)		
DRAINAGE BASIN LINE		



Mirror Lake Blvd Improvements BID OPENING TALLY SHEET

BID OPENING @ 11:00 AM

Date: July 30, 2025

Location: City Hall Conference Room



Bidder	Contact	Mailed / Delivered	DATE	TIME	BID Price Quote
SH Creel Contracting LLC		☐	07/30/25	9:04	476,169 ⁵⁰
Summit Construction + Development		☐	07/30/25	10:35	447,360 ⁹²
Piedmont Paving, Inc		☐	07/30/25	10:51	484,676 ⁵⁰
		☐			
		☐			
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		☐			
		☐			
		☐			
		☐			
		☐			

Staff Present for BID Opening:

Mark Teal, Engineer Consultant

Katie Godfrey, Accounting Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: South Street Sewer System Extension

AGENDA DATE: August 5, 2025

DATE PREPARED: July 21, 2025

PREPARED BY: John Bain, Interim Deputy City Manager/Utilities Director

AMOUNT:	\$80,572.00 Estimate
GL ACCOUNT#:	505-4330-541400
FUNDING SOURCE:	Water and Sewer Fund
BUDGETED ITEM?:	Yes
PUBLIC HEARING?:	No

PURPOSE: Provision of sewer service to parcels on South Street not currently served by the city's wastewater conveyance system.

BACKGROUND: In an effort to provide improved service to residents and businesses within the Villa Rica water and wastewater services area, a preliminary scope of work has been developed that would provide service to properties along South Street from Meadowlark Drive to just south of the fire station.

The project will consist of a low-pressure sewer system extending from just north of Meadowlark Drive to the existing manhole on South Street. This 2" diameter low-pressure system is much less intrusive than a gravity system installation in and along the roadway. The methods for connections from both existing homes and undeveloped lots may be through either a 'step' system which utilizes an existing septic tank, or an Environmental-One (E-One) system, which does not require the use of a septic tank.

RECOMMENDATION: Staff recommends approval of the Septic to Sewer project.

IMPACT: The installation of this low-pressure system provides for connectivity of properties along South Street, provides residents with an alternative to septic systems, particularly if those systems are failing, and provides for the development of any vacant lot where septic is not a viable option. This project also complies with requirements set forth by the the Metro North Georgia Water Planning District (MNGWPD) for the conversion of septic systems to city sewer, and meets WaterFirst designation guidelines for septic systems within the city.

MOTION: I move to approve the proposed South Street Septic to Sewer project, at an estimated cost of \$81,572.00.

Preliminary Cost Estimate

**South Street Low Pressure Sewer
City of Villa Rica, Georgia
July 18, 2025**

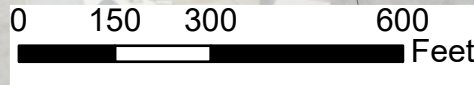
South Street Low Pressure Sewer Improvements

Item					
No.	Description	Unit	Est. Qty.	Unit Price	Amount
1	Low Pressure Sewer Line (2" HDPE DR 17 IPS)	LF	1,100	\$40.00	\$44,000.00
2	Long Side Connections	EA	4	\$750.00	\$3,000.00
3	Shiort Side Connecitons	EA	6	\$400.00	\$2,400.00
4	Service Line Connections (including check valve, isolation valve & FRP valve box)	EA	10	\$750.00	\$7,500.00
5	Connection to Gravity Sewer Manhole	EA	1	\$500.00	\$500.00
Total					\$57,400.00
Contingency 15%					\$8,610.00
Estimated Construction Cost					\$66,010.00

Other Project Costs

Easements / Land Acquisition	\$0.00
Legal Budget	\$0.00
Geotechnical Investigation and Testing	\$0.00
Surveying & Construction Control Staking	\$0.00
Engineering Design (@12% of Construction Cost)	\$7,921.20
Permitting (GA EPD, GDOT, ES&PC, Wetlands)	\$1,500.00
Budget for Wetland Mitigation	\$0.00
Advertising and Bidding	\$2,500.00
Construction Admin. and Inspections (@ 4% of Construction Cost)	\$2,640.40
Subtotal Other Project Costs	\$14,561.60
Total Construction and Project Costs	\$80,571.60

South Street Area Septic to Sewer Preliminary Plan



- Sewer MH
- Sewer Pipe
- 2" Dia Low Pressure Sewer



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Accept Nichols, Cauley & Associates, LLC as Financial Auditors
AGENDA DATE: 8/05/2025

DATE PREPARED: 7/30/2025

PREPARED BY: Amanda Long

AMOUNT: \$32,000 for FY25 + \$4,500 for single audit if required
\$32,950 for FY26 + \$4,500 for single audit if required
\$33,750 for FY27 + \$4,500 for single audit if required
\$34,750 for FY28 + \$4,500 for single audit if required
\$35,750 for FY29 + \$4,500 for single audit if required
\$36,750 for FY30 + \$4,500 for single audit if required (Optional)
\$37,750 for FY30 + \$4,500 for single audit if required (Optional)

GL ACCOUNT #: 100-1110-521220 (Professional Services – Auditors)

PURPOSE: To accept Nichols, Cauley & Associates, LLC as the City's Financial Auditors for fiscal years 2025 – 2029 with an optional extension for an additional 2 years.

BACKGROUND: The City has engaged with Mauldin & Jenkins for financial audit services since fiscal year 2015. The City last accepted bids for the services in 2018. In order to stay competitive, a Request for Proposal (RFP) was issued on June 16, 2025 for financial audit services. Four RFP responses were received on July 18, 2025.

- Perry & Associates CPA's
- Mauldin & Jenkins CPA's
- Nichols, Cauley & Associates, LLC
- CKH CPA's & Advisors, LLC

At bid opening the following data was recorded based on cost alone.

	FY2025	FY2026	FY2027	FY2028	FY2029	Optional FY 2030	Optional FY 2031	TOTALS
Perry & Associates								
Audit Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Single Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Totals	\$94,875	\$96,140	\$97,405	\$98,670	\$99,935	\$101,200	\$102,465	\$690,690

Mauldin & Jenkins CPAs								
	\$38,000	\$38,000	\$39,000	\$41,000	\$41,000	\$42,500	\$45,000	\$284,500
Single Audit	\$7,000	\$7,000	\$8,000	\$8,500	\$9,000	\$9,500	\$11,000	\$60,000
Totals	\$45,000	\$45,000	\$47,000	\$49,500	\$50,000	\$52,000	\$56,000	\$344,500

Nichols, Cauley & Associates, LLC								
Audit Services	\$32,000	\$32,950	\$33,750	\$34,750	\$35,750	\$36,750	\$37,750	\$243,700
Single Audit	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$31,500
Totals	\$36,500	\$37,450	\$38,250	\$39,250	\$40,250	\$41,250	\$42,250	\$275,200

CKH CPAs & Advisors, LLC								
Audit Services	\$35,000	\$36,000	\$37,000	\$38,000	\$39,000	\$40,000	\$41,000	\$266,000
Single Audit	\$4,000	\$4,250	\$4,500	\$4,500	\$4,500	\$4,750	\$5,000	\$31,500
Totals	\$39,000	\$40,250	\$41,500	\$42,500	\$43,500	\$44,750	\$46,000	\$297,500

The review committee then went through the proposals and scored the proposals independently. The committee met on July 29, 2025, to discuss and share observations. All members agreed that Nichols, Cauley & Associates was the best selection based on the review criteria and price. Below is a summary of the scoring for each responsive bidder.

Technical Requirements 70%	Perry & Associates CPA's	Mauldin & Jenkins CPA's	Nichols, Cauley & Associates, LLC	CKH CPAs & Advisors
1. Responsiveness of the proposal in clearly stating an understanding of the work to be performed, including making all required statements and affirmations. (10%)	33	40	39	35
2. The following elements will be considered (15%): a. Appropriateness and adequacy of proposed procedures. b. Methodology of the project management (data exchange, scheduling, etc.) c. Necessity of procedures. d. Reasonableness of time estimates. e. Appropriateness of assigned staff levels. f. Timeliness of projected completion.	46	59	63	48
3. Technical experience of the firm. (15%)	37	55	54	41
4. Qualifications of staff, including recent pertinent continuing education. (15%)	40	60	60	44
5. Size and structure of the firm. (10%)	33	45	44	35
6. Prior experience with the firm with emphasis on report and work paper quality and track record of meeting agreed upon delivery dates. (5%)	2	20	13	6
Total Technical Requirements Points	191	279	273	209

Cost 30%	Perry & Associates CPA's	Mauldin & Jenkins CPA's	Nichols, Cauley & Associates, LLC	CKH CPAs & Advisors
Proposal Total Cost	31	77	117	98

OVERALL TOTAL SCORE	222	356	390	307
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STAFF RECOMMENDATION: To approve Nichols, Cauley & Associates, LLC as the City's auditors for fiscal years 2025 – 2029 with an option for a 2-year extension.

MOTION: I move to approve Nichols, Cauley and Associates, LLC with the contract to provide the City's financial audit services for fiscal year 2025 to 2029 with an optional extension for 2 years based on their proposal.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2025 Budget Amendments #166 - #173

AGENDA DATE: 08-12-2025

DATE PREPARED: 07-30-2025

PREPARED BY: Amanda Long, Interim Finance Director

AMOUNT: See Exhibit A

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING:

PURPOSE: To adopt a resolution amending the 2025 budget

MOTION: I move to adopt a resolution amending the 2025 fiscal year budget pursuant to Section 2-71 of the City Charter.

Reprioritize Projects - South Street Sewer System Extension

Source of Funds: Water & Sewer Fund

Total Estimated Project Cost: \$82,000

Item	Account Name	Account Type	Amount
166 505-4420-541300	Building Imprv - Water Plant - Tube Settler Replacement - REMOVE PROJECT	Expense Decrease	(82,000)
167 505-4330-541400	Infrastructure - South Street Sewer System Extension - ADD PROJECT	Expense Increase	82,000

Reprioritize Projects - Flocculator (Basin Mixer) Replacement

Source of Funds: Water & Sewer Fund

Total Estimated Project Cost: \$304,000

Item	Account Name	Account Type	Amount
168 505-4420-541300	Building Imprv - Water Plant - Tube Settler Replacement - REMOVE PROJECT	Expense Decrease	(303,000)
169 505-4420-541300	Building Imprv - Water Plant - Flocculator Replacement - ADD PROJECT	Expense Increase	303,000

Reprioritize Projects - West Plant Expansion Engineering Services

Source of Funds: Water & Sewer Fund

Total Estimated Project Cost: \$300,000

Item	Account Name	Account Type	Amount
170 505-4420-541300	Building Imprv - North Plant Upgrade to 1.5mgd (Engineering Fees) - REMOVE PROJECT	Expense Decrease	300,000
171 505-4330-541310	Building Imprv - West Plant Expansion (Engineering Fees) - ADD PROJECT	Expense Increase	300,000

Mirror Lake Blvd - Left Hand Turn

Source of Funds: 2021 Carroll SPLOST

Total Project Cost: \$447,361

Item	Account Name	Account Type	Amount
172 323-4210-541410	Carroll SPLOST -Transportation/Streets - Undesignated	Expense Decrease	(447,361)
173 323-4210-541410	Carroll SPLOST -Transportation/Streets - Mirror Lake Blvd Left Turn	Expense Increase	447,361

STATE OF GEORGIA
CITY OF VILLA RICA

A RESOLUTION TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2025 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER

WHEREAS, the Mayor and City Council adopted the 2025 Budget on September 10, 2024, which incorporated all of the various funds of the City; and

WHEREAS, the Mayor and Council have determined it appropriate to amend the budget for the reasons set forth herein; and

WHEREAS, the Mayor and Council have reviewed the proposed budget; and

WHEREAS, each of the funds, as amended, has a balanced budget, such that anticipated revenues equal or exceed proposed expenditures.

NOW, THEREFORE, the Mayor and City Council of the City of Villa Rica, Georgia, hereby resolve as follows:

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2025, said budget amendment being described as Amendment No. 166-173, attached hereto, and incorporated as Exhibit A.

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

Section 3. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations, and policies to ensure that this Budget Amendment Resolution is followed.

Section 4. This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses, and phrases of this Resolution are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable, and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of same. It is hereby further declared to be the intention of the Mayor

and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within resolution shall become effective upon its adoption.

SO RESOLVED AND EFFECTIVE this the 12th day of August, 2025.

Approved:

Leslie McPherson, Mayor

Attest:

Theresa Campbell, City Clerk

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
ANNA MCCOY, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
STEPHANIE WARMOTH
DANNY CARTER

City of Villa Rica

INTERIM CITY MGR: JENNIFER HALLMAN
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: KEVIN DRUMMOND

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VILLA RICA, GA 30180 |
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MAYOR & COUNCIL WORK SESSION MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street

July 1, 2025 | 10:00 AM

Meeting Call to Order (Mayor Leslie McPherson)

Present: Mayor Leslie McPherson, Mayor Pro Tem Anna McCoy, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Stephanie Warmoth, and Councilman Danny Carter (absent)

A. Governing Body

1. Villa Rica Development Authority Appointments
2. Resolution of Support for City of Milton

City Attorney Kevin Drummond added this item at 10: 17 am for the Upcoming Council Meeting

B. Community Development

1. VA-02-25 Stepfon Brown and Pro Building on behalf of Peach State Trucking are requesting multiple variances, deviating from the following sections: Section(s) 9.29- wall signs, 9.37- Billboard Signs and 9.30- Wayfinding Signs. The project is located at 450 Edge Road within Ward 5 and zoned Commercial Medium Density (C2), and **Public Hearing**.
2. VA-03-25-Skyler Evans is requesting three variances deviating from the following section, 7.05 Landscaping Standards. The project is located at 615 Industrial Blvd. -within Ward 2 and zoned Commercial Medium Density (C2) and **Public Hearing**.

Completed the Consent Agenda:

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. FY25 Budget Amendments #151-165

C. City Manager

1. Transportation Open House- Villa Rica Safety Action Plan

Interim City Manager Jennifer Hallman mentioned the upcoming open house and survey for the citizens of Villa Rica.

2. July 3rd Event-Logistics

Traci Ivey discussed two options if rain ruins the fields at the VPLEX.

Mayor Leslie McPherson

City Clerk Theresa Campbell

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
ANNA MCCOY, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
STEPHANIE WARMOTH
DANNY CARTER

City of Villa Rica



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CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, July 8, 2025 | 6:00 pm

Meeting Call to Order (Mayor Leslie McPherson)

Mayor Leslie McPherson called the meeting to order

Present: Mayor Leslie McPherson, Mayor Pro Tem Anna McCoy, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Stephanie Warmoth, and Councilman Danny Carter

Invocation was led by Angel Arzuaga, Athletic Manager

Pledge of Allegiance was led by Ofc. Jason Miller, Villa Rica Police Department

Ceremonial Presentations (Mayor and Council)

25 Years of Service Recognition- Jason Miller (Police Officer)

5 Years of Service Recognition- Alexis Perry (CID Evidence Technician)

Adoption of the Agenda (Mayor Leslie McPherson)

Councilman Danny Carter moved to adopt the agenda as presented.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Momtahan, Marchman, Warmoth, McCoy, Carter

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)

1. Peg Taylor- Thanked the Council, city employees, and Chief of Police. She mentioned all the great

programs at the library, the events at the amphitheater and the fireworks show. She mentioned the wonderful restaurants, and her hope is that people will start speaking positively about Villa Rica while openly in public.

2. Pam Whyte- mentioned the excessive use of Executive Session to block transparency. She spoke of emails where she asked for items to be added to the agenda, and no one responded to her. She mentioned communities do not die from protests they die from silence. Her community wants updates and answers.
3. Josh Evans- mentioned he was born in Villa Rica. He knows there are over 500 violations to the clean water act currently in Villa Rica. He is tired of no one listening.
4. Aleta Farmer- thankful, that item B2 on the agenda mentions the ward and the whole address. She mentioned public hearings were not well attended in the past due to no address being provided.
5. John Hannaback- mentioned he is a combat veteran and founder of the Villa Rica Veterans Group. He asked the Council for a Veterans Memorial Park.
6. Andrew Newton- mentioned he is annoyed and does not care about smoke shops. He mentioned he spoke to the city attorney about a court case that established what can be done with or without a subpoena or warrant. He was troubled the city attorney failed to see the relevance. He requested the Council be temporary experts on everything they vote on.
7. Robert Hernandez- encouraged the Council to approve the Veterans Memorial Park. He requested the Council to work as a team, and he thanked the Mayor.

Council Updates (Subjects of General Interest and Concern)

Councilman Matthew Momtahan thanked city staff for the July 3rd fireworks.

Mayor Leslie McPherson mentioned the veterans park being a concept in the Renaissance Plan, but also mentioned the downtown streetscape and does not want the park forgotten.

Councilwoman Shirley Marchman thanked everyone that attended the Thomas Dorsey Concert. She mentioned the National Thomas Dorsey Group will be visiting Villa Rica and invited everyone to attend on July 26, 2025.

Consent Agenda (Mayor Leslie McPherson)

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. FY25 Budget Amendments #151-165

Councilman Danny Carter moved to approve the Consent Agenda as presented.

RESULT: ADOPTED (UNANIMOUS)
MOVER: Danny Carter, Councilman
SECONDER: Anna McCoy, Councilwoman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

City Attorney Kevin Drummond mentioned a missing item from the agenda and requested the agenda be amended to add VRDA Appointments.

Councilman Danny Carter moved to amend the agenda to add VRDA Appointments.

RESULT: ADOPTED (UNANIMOUS)
MOVER: Danny Carter, Councilman
SECONDER: Matthew Momtahan, Councilman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

A. Governing Body (Mayor Leslie McPherson)

1. Approval of Amendment to May 13, 2025 Meeting Minutes

Councilman Matthew Momtahan moved to approve the amendment to the May 13, 2025 Meeting Minutes.

RESULT: ADOPTED (UNANIMOUS)
MOVER: Matthew Momtahan, Councilman
SECONDER: Anna McCoy, Councilwoman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

2. Approval of June Work Session and Council Meeting Minutes

Councilman Matthew Momtahan moved to approve the June Work Session and Council Meeting Minutes.

RESULT: ADOPTED (UNANIMOUS)
MOVER: Matthew Momtahan, Councilman
SECONDER: Danny Carter, Councilman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

3. Resolution of Support, Amicus Brief in Chang v Milton Appeal

Councilman Danny Carter moved to approve the Resolution of Support, Amicus Brief in Chang v Milton Appeal.

RESULT: ADOPTED
MOVER: Danny Carter, Councilman
SECONDER: Anna McCoy, Councilwoman
AYES: Marchman, Warmoth, McCoy, Carter
ABSTAIN: Momtahan

4. Discussion Only: Charter Revisions

The City Attorney mentioned that revisions can be made with Home Rule or through the State Legislator. The Council requested that the City Attorney present the costs associated with a consultant helping with the revisions at the August Meeting.

5. VRDA Appointments

Councilman Matthew Momtahan moved to approve the reappointments of Dale Schwarzkoph, Matthew Momtahan, Rusty Dean and Thomas Scott Wilson to be reappointed to the Villa Rica Development Authority Retroactive to their term beginning February 1, 2025 for a 4-year term.

RESULT: **ADOPTED (3-2)**
MOVER: Matthew Momtahan, Councilman
SECONDER: Danny Carter, Councilman
AYES: Momtahan, Marchman, Carter
NAYS: Warmoth, McCoy

Councilman Matthew Momtahan moved to appoint Julie Cepin for a 4-year term to the Villa Rica Development Authority retroactive February 1, 2025.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Matthew Momtahan, Councilman
SECONDER: Danny Carter, Councilman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

Councilman Danny Carter moved to appoint Vivian Lyons to the Villa Rica Development Authority for the term of August 1, 2024-September 30, 2028.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Anna McCoy, Councilwoman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

Councilman Danny Carter moved to appoint Chelby Rogers to the Villa Rica Development Authority effective immediately until September 30, 2028.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Anna McCoy, Councilwoman
AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

B. Community Development

1. VA-02-25 – Stepfon Brown and Pro Building, on behalf of Peach State Trucking, are requesting multiple variances, deviating from the following sections: *Section(s) 9.29 - Wall Signs, 9.37 - Billboard Signs, and 9.30 - Wayfinding Signs*. The project is located at 450 Edge Road, within Ward 5, and zoned Commercial Medium Density (C2). **This is a Public Hearing.**

Greg Allhart on behalf of Peach State Trucking, spoke in favor of Variance

Public Hearing: In Favor

Josh Evans- approves of variance because the city does not meet its own ordinances.

Larry Cohrs- thankful streetlight at Edge Rd and approves of wall signs.

Public Hearing: Against

No came forward

Councilman Danny Carter moved to approve all ten variance requests.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Anna McCoy, Councilwoman
AYES:	Momtahan, Marchman, Warmoth, McCoy, Carter

2. VA-03-25 – Skyler Evans is requesting three (3) variances, deviating from the following section: Section 7.05 Landscaping Standards. The project is located at 615 Industrial Blvd., within Ward 2, and zoned Commercial Medium Density (C2). **This is a Public Hearing.**

Applicant Skylar Evans spoke in favor of Variance.

Public Hearing: In Favor

Josh Evans- wants a vehicle service center in Villa Rica.

Zack Bell- wants landscape variances so cars will be more visible.

Public Hearing: Against

No one came forward

Councilman Danny Carter moved to approve the variances as recommended by staff; Variance from Section 7.05(6)(a) Parking Area Landscaping to install 5' and keep the current opaque fence in place for screening, Variance from Section 7.05(6)(a) Parking Area Landscaping to install a 10' wide buffer Variance from Section 7.05(6)(c) Interior Landscaping for Off-Street Parking Area 2.18%, which is approximately 3,184sf of interior landscaped area.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Anna McCoy, Councilwoman

AYES: Momtahan, Marchman, Warmoth, McCoy, Carter

C. Finance (Jennifer Hallman CFO/Interim City Manager)

1. Financial Update: May 2025

Interim Finance Director Amanda Long provided a financial update for May 2025

D. City Manager Report:

Interim City Manager Jennifer Hallman provided a city-wide update for July 2025 via PowerPoint Presentation.

E. Executive Session (Kevin Drummond, City Attorney)

Councilman Danny Carter moved to enter into Executive Session for the purpose of pending litigation and to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D), at 8:24 PM

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Momtahan, Marchman, Warmoth, McCoy, Carter

Councilwoman Anna McCoy moved to return to Regular Session at 9:09 PM.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Anna McCoy, Councilwoman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Momtahan, Marchman, Warmoth, McCoy, Carter

Councilman Danny Carter moved to approve the purchase of parcel numbers, V050160004, V050150121, V050150044, V050150059, and V050150046.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Marchman, Momtahan, Warmoth, McCoy, Carter

Adjournment (Mayor Leslie McPherson)

Councilwoman Anna McCoy moved to adjourn the meeting and was seconded by Councilman Matthew Momtahan and the vote was unanimous. Mayor Leslie McPherson adjourned the meeting.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Anna McCoy, Councilwoman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Marchman, Momtahan, Carter, Warmoth, McCoy

Mayor Leslie McPherson

City Clerk Theresa Campbell



CITY MANAGER REPORT

Project Updates
AUGUST 2025

PROJECT UPDATES

Bid Awards & Bid Opportunities

- Financial Audit Services - \$36,500
- Mirror Lake Blvd Left Turn Lane - \$447,360
- Gold Dust Replacement of Gym Bleachers - \$124,449
- Gold Dust Rebuild Three Tennis Courts - \$129,000
- Gold Dust Six Pickleball Courts - \$156,400
- West Industrial Court Culvert Replacement – Bid closing 08/25

Sanitation In-House vs. Contract Services

- 08/08 – Mauldin & Jenkins emailed a draft feasibility report.
- 08/15 – Staff meeting with M&J staff to discuss report and refine data / assumptions.

PROJECT UPDATES

Stormwater Utility Study

- 07/30 – Integrated Science & Engineering emailed the results of impervious surface delineations, Equivalent Residential Unit (ERU), and rate structure analysis for developing a stormwater utility.
- Staff will review the report (a lot of statistical information) and will schedule a meeting with consultants to discuss next steps.
- Per the consultants, we are a little ahead of schedule, which is helpful with public relations and education task scheduled to begin in October.

Northside Downtown Streetscape

- Grant Funded \$1.1m with \$286k match.
- Keck & Wood presented concept at last week's work session.
- Working on draft report for GDOT Project Manager.
- Schedule concept team meeting.
- Begin preliminary design.
- Begin sub-surface utility engineering.
- Begin railroad coordination.

PROJECT UPDATES

Villa Rica Parkway

- Construction plans completed (a portion of McCauley & Darden Street)
- Right-of-Way and temporary easement acquisition are underway.
- Traffic study has been completed on the intersection at Cleghorn St/Villa Rica Parkway, and a traffic signal will be required.

“Fortune” Park (Cleghorn)

- Per contractor – End of August before the park is graded.
- \$50k grant + \$30k developer contribution

Fortune Parkway

- Developer(s) Responsibilities:
 - Complete the road to Anderson Rd.
 - Construct deceleration lane on Anderson Rd.
 - Construct deceleration lane on Old Stone Rd.
 - Construct left turn lane / Old Stone re-alignment at Punkintown Rd.

PROJECT UPDATES

Repaving Church St & Temple St (Main St Plaza)

- Church Street – started on Wednesday (08/06); an area with substandard subgrade was repaired & a waterline was repaired which delayed completion; scheduled for completion by Monday (08/18) – weather permitting.
- Temple Street – begin on Monday (08/18) – weather permitting.

North Bypass

- Astra Construction is pushing to be completed in September.
- They have a time extension through November.
- GDOT expects the road will be open some time in October pending final signs marking, grassing and matting.

PROJECT UPDATES

South Carroll @ Reed Road

- Falcon Engineering to complete construction drawings, hydrology study, GDOT utility coordination & ROW/construction easement plans.
- Received \$270k in project improvement fees from Developer.

Conners Road Park

- Current budget: \$593k
- Phase 1: driveway, parking lot, detention pond & stormwater pipe.
- Falcon Engineering Phase 1 opinion of probable cost is \$2.4m.

Veterans Park

- Continuing discussions with staff & veterans.
- Reviewing & narrowing down a site location.

PROJECT UPDATES

Butterball Property

- Several hundred tons of dirt graded and over 21,000 square feet of sod installed by Street and Grounds Departments.

BEFORE



PROJECT UPDATES

Butterball Property

DURING



PROJECT UPDATES

Butterball Property

DURING



PROJECT UPDATES

Butterball
Property

AFTER



PROJECT UPDATES

Downtown Gym Parking Expansion (15 extra spaces)

- Grounds Department removed all brush and a large tree.
- Footings were dug & poured last Friday (08/08).
- Poured walls should be completed by end of week (08/15).



PROJECT UPDATES

South Dogwood Street Bridge



PROJECT UPDATES

South Dogwood Street Bridge



PROJECT UPDATES

Gold Dust Pickleball Courts – 07/31 GROUND BREAKING



PROJECT UPDATES

Gold Dust Pickleball Courts

- Public Works Team has completed the construction entrance and grading has begun.

Construction
Entrance



PROJECT UPDATES

Gold Dust Pickleball Courts



PROJECT UPDATES

Gold Dust Pickleball Courts



VILLA RICA SAFETY ACTION PLAN



VILLA RICA
— GEORGIA —

TRANSPORTATION PUBLIC NOTICE

**WE WANT TO HEAR
FROM YOU**

**Participate in the survey using
the QR code below.**

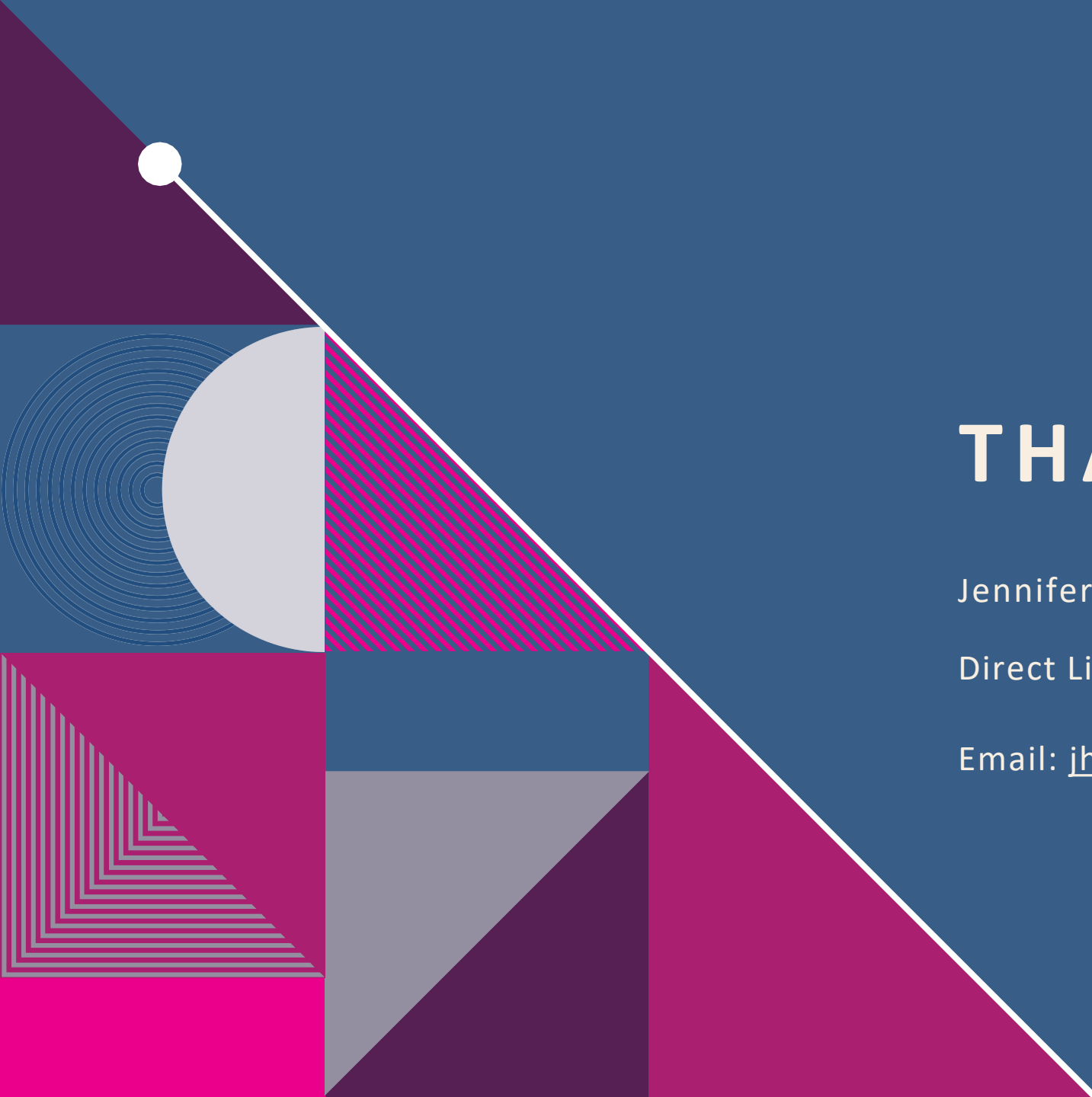
Please click the links below to learn more about Villa Rica's Safety Action Plan and participate in the project survey.

Project site: [Villa Rica Safety Action Plan](#)

Project survey: <https://arcg.is/11SWy85>



*The **Safety Action Plan** is a vital first step in developing the strategy to reduce fatal and serious injuries while promoting a safer, more efficient transportation network.*



THANK YOU

Jennifer Hallman, Interim City Manager

Direct Line: 678-840-1220

Email: jhallman@villarica.gov