



MAYOR & COUNCIL WORK SESSION AGENDA

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

August 4, 2026 | 10:00 AM

Review of the Agenda (Mayor Leslie McPherson)

B. Ceremonial Presentations

1. 21st Annual Villa Rica Frontiers' Rodeo (Jennifer Hallman, Interim City Manager)

C. Building Development (Tracy Jarvis, Director)

1. Development Update. (Nic Griffin, Deputy Director of Building Development)

D. Community and Economic Development (Brecca Carter, Director)

1. Historic Preservation Commission Appointments

E. Human Resources (Tiffany Lanford, Director)

1. Employee Benefits Renewal & Premiums for 26-27

F. Parks, Recreation & Leisure Services (Tracie Ivey, Director)

1. Three Rivers Commission – Area Agency on Aging Contract for Services for Fiscal Year 2027 (Lisa Deming, Senior Center Manager)

G. Police Department Chief Michael Mansour

1. Blue Line Group Agreement

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

1. Approve the amended resolution calling for the exchange of City of Villa Rica property (V02 0010010) for Downtown Development Authority property (V05 0130015) and for the correction of the descriptions of the properties to be transferred.

I. Executive Session (Nicole Smith, City Attorney)

1. 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

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 2 business days before the scheduled meeting to allow the City to make reasonable accommodations for those persons.

2. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).

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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Request for Temporary Signage for the Villa Rica Frontiers' Rodeo
AGENDA DATE: August 11, 2026

DATE PREPARED: July 30, 2026
PREPARED BY: Jennifer Hallman, Interim City Manager/CFO

AMOUNT:
GL ACCOUNT #:
FUNDING SOURCE:

PURPOSE: To approve the temporary placement of signage for the 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 25th. 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 Villa Rica Frontiers' Rodeo temporary signage within the City limits through August 25th.

Villa Rica Frontiers' Rodeo



July 16, 2026

City of Villa Rica
Attn: Whitney Cox / Licensing Specialist
571 W. Bankhead Highway
Villa Rica, GA 30180

Ms. Cox,

The 21st annual Villa Rica Frontiers' Rodeo is scheduled for August 21st and 22nd, 2026. 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 placement of signage approximately ten days prior to the starting event date; **no earlier than Tuesday, August 11th** with removal no later than August 25th. Our organization has successfully removed all signage from within the City limits the following business week after the event for the past twenty 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 (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.

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 off duty Villa Rica Police Department Officers and highway traffic control are among 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.

7) While the event is not being hosted on City owned property, ***the Frontiers' Rodeo will provide 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 the State of Georgia Agricultural Department as required. 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 nationally acclaimed act with live monkeys riding side saddle on the back of, "Border Collie" dogs. 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

ccrodeoproductions@yahoo.com

www.pcarodeo.com www.4Lrodeo.com [www.facebook.com/don richfordvillaricafrontiersrodeo](https://www.facebook.com/donrichfordvillaricafrontiersrodeo)





City of Villa Rica
SPECIAL EVENT PERMIT APPLICATION

Special Event Title: Villa Rica Frontiers' Rodeo
Company: Professional Cowboys Association
Company Address: P.O. Box 323 - Villa Rica, GA 30180
Phone: 770-634-9650 Fax: _____ Email: platinumeventpromotions2@gmail.com
Location/Site Master: _____
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>Pro Rodeo</u>

Description of Project: 21st annual rodeo sanctioned by the
Professional Cowboys Association

Location of Project: 1449 Carrolton - Villa Rica Highway - Villa Rica, GA
☒ 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: _____

Lite tilling of ground approx 100ft x 200ft.
Grass seed spread after event to regrow area.
No permanent alteration, only temporary

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

List Tent Locations: on grounds inside gated vendor area

Will Portable Restrooms (Porta Potties) be Utilized? ☒ Yes ☐ No If Yes, Please List Placement and

Locations: on grounds inside gated vendor area

SPECIAL EVENT PREP

DATES

From: 8-14 To: 8-21

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

HOURS

From: 8 A.M./P.M. To: 9 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: General grounds prep - bush hogging,
redce arena, bleachers, light towers, portable restrooms, food vendors
and perimeter fencing.

Case # _____

SPECIAL EVENT PERMIT APPLICATION

SPECIAL EVENT

DATES

From: 8-21 To: 8-22

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

HOURS

From: 5 A.M./P.M. To: 11 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 Special Event Activity: Pro Rodeo with 7 major sporting events.
Vendor activities including food.

CLEAN-UP/CLOSE OUT

DATES

From: 8-24 To: 8-28

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

From: _____ To: _____

HOURS

From: 8 A.M./P.M. To: 8 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: removal of all portable structures and
garbage debris cleanup. Grass seed spread on applicable areas.

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: _____

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:

The reded site is located in an open field next to the V-flux
The property is surrounded by woods on two sides, connected by
the V-flux park on another and is fronted by Highway 61a

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 the above will be utilized on both 8-21 and 8-22-2026.
These are all items directly related to the show performance
from approximately 5pm to 11pm for two days.

Please List Any Special Requests Not Already Covered:

We have no special requests from the City but we will
provide an insurance document covering the City of Villa Rica
as an additional insured. We will hire VRPD for off duty security
and traffic control. Will also hire West GA Ambulance for on-site
standby. Applicable Ag permits from the State of GA will be active.

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.

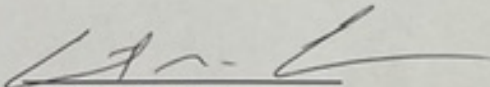


Case # _____

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


Applicant Signature

7-16-2026
Date

Permit Fee: \$100.00/Day

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2026

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	CONTACT NAME: Jeff Holly PHONE (A/C, N/A, Ext): (478)825-2034 FAX (A/C, N/A): (478)825-0143 E-MAIL: jeff@visins.net ADDRESS: Western World
INSURED	INSURER A: Western World INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 00005999-0 REVISION NUMBER: 172

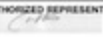
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

WORK LTP	TYPE OF INSURANCE	ADDITIONAL INSURANCE	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:		NPP6216018	09/23/2025	09/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ included
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ☐ SCHEDULED HIRE AUTOS ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ 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/OWNER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE ☐ OTHER ☐ 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
Big Field beside V-Plex Civic Center
1605 Carrollton-Villa Rica Hwy
Villa Rica, GA 30180

(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER	CANCELLATION
Ingles Markets, Inc DBA Ingles Acquisitions of Villa Rica, Inc 1449 Carrollton- Villa Rica Hwy 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)

ACORD 25 (2025/12)

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2026

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PRODUCER	Valley Insurance Service, Inc. PO Box 1289 Fort Valley, GA 31030	CONTACT NAME: Jeff Holly PHONE (A/C, N/A, EXT): (478)825-2034 E-MAIL: jeff@visins.net ADDRESS: jeff@visins.net	FAX (A/C, N/A): (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:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00005999-0 REVISION NUMBER: 171

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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INS LTR	TYPE OF INSURANCE	ADOL SUBA (USD, USD)	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:		NPP6216018	09/23/2025	09/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ included
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NC) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	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
Villa Rica Aug 21-22, 2026
1605 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)

ACORD 25 (2025/12)

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Development Update							
Residential status changes	Ward	Developer	LDP Status	Road	Possible	Active	Notes
Connor's Landing	4	LGI Homes	Closed Out	Mirror Lake	196	155	Waiting for Bond Renewals.
Watermist II	4	Pulte	Closed Out	Mirror Lake	105	56	Building Construction underway.
Fairway 17	4	D.R Horton	Closed Out	Mirror Lake Pkw	112	12	12 Lots have been issued a CO. Permitting has began to slow.
Fairway 16	4	Peachtree Building	Closed Out	Mirror Lake	61	19	Initiating Bond Renewal.
Emery TH's	2	Starlight	Closed Out	Hwy 78 W	268	114	Building Construction underway.
Rivershire TH's	2	Rockhaven	Closed Out	Hwy 61	186	124	Building construction underway.
Jameson Townhomes	2	Tanner/Reid	Closed Out	Tolbert	194	45	Building Construction underway.
Northwoods II	4	D.R Horton	Closed Out	Mirror Lake	105	32	Building Construction underway.
Cottages next to FBC	2	Chapman	Closed Out	next to FBC	192	8	8 active units.
Fuqua Apts - VR Parcel A	1	Flournoy	Issued	Shoreline	252	0	Rough inspections are underway. Buildings are vertical.
Fuqua TH's	1	Flournoy	Issued	Shoreline	235	0	Building Permits have been issued. Building construction is underway.
Northwoods III	4	Meritage	Closed Out	Stockmar Rd	154	11	11 Active units.
Liberty Pointe Phase 5	4	Liberty Custom Homes	Issued	Stockmar Rd	37	0	Final plat has been approved.
Robbie Bishop Prky TH's	1	Tamarack	Issued	Robbie Bishop	52	0	Working on final plat and As-builts
Robbie Bishop Prky SF	1	Tamarack	Issued	Robbie Bishop	91	0	Working on final plat and As-builts
Robbie Bishop Prky MF	1	HP-251168 Villa Rica	Issued	Robbie Bishop	302	0	LDP has been issued, pre-con meetings have been held.
Fuqua Townhomes 2	1	TBD	Not Issued	Shoreline	255	0	Waiting on formal concept submittal and applications
Charleston Place III	2	George Thomas	Closed Out	Hwy 61 South	54	51	Top coat has been installed. Developer working on punch list and close out.
Commercial - Status Changes	Ward	Developer		Road	Notes		
Tanner Women's Center	3	Tanner	Issued	Dallas Hwy	Building permit issued. Building construction underway		
Tanner Parking Expansion	3	Tanner	Pending	Quartz drive	Civil plans approved. Preparing for LDP.		
395 West Bankhead C-Store	3	MQSK LLC	Pending	W. Bankhead	Civil plans approved, submitted bridge contribution. Preparing for LDP.		
Connors Road Liquor Store	1	Patel	Not Issued	Connors Road	Waiting on GSWCC approval		
Rockmart RD/ Hwy 101	3	Crowe Holdings	Issued	Hwy 101/ HD Williams	Tilt wall panels going vertical.		
Whataburger	2	Whataburger	Issued	Hwy 61	Building permit issued. Building construction underway		
Flex Storage	5	DYO Investments	Issued	Edge Rd	Construction underway.		
Hwy 78 Liquor Store	3	Patel	Not Issued	Hwy 61	GSWCC approved, preparing for LDP.		
Robbie's Food Hall	3	Brandon Thompson	Issued	Main St.	Close to TCO, landscape inspection passed.		
Hwy 101 Liquor store	3	Arpit	Issued	Lake paradise road	Building permit issued. Building construction underway		
Turano Baking Expansion	1	Turano	Issued	Industrial Park	the Waste Water project is underway.		
Liberty Logistics	5		Not Issued	Baker Ind	Received rezoning.		
Robbie Bishop parkway	1	City of Villa Rica	Closed Out	Robbie Bishop	Road accepted, bonds received.		
RPS Trucking	5	Ramone Mendoza	Issued	Hunter Industrial	LDP issued, septic		
Peach state Training Center	5	Peachstate	Closed Out	Edge Rd	Building permit applied for.		
Glanton Hindsman	1	Carroll County Schools	Issued	118 Glanton	LDP issued.		
Arpit Commercial	3	Dobbins	Not Issued	Punkintown	Met with developer, waiting on a revision to the civil plans.		
VRHS Covered Football Field	2	Carroll County Schools	Pending	600 Rocky Branch	GSWCC approved.		
Kona Ice	2	Owner	Issued	Hwy 61	Building permit issued. Building construction underway		
Complex	Ward	Developer		Road	Possible	Active	Notes
Arbors Phase II	1	Arbor Valley Communities	Not Issued	Cleghorn	57	0	Have had no correspondence regarding development time-frame
Gordon St. Apts	1	Wood Partners	Not Issued	behind Olive Tree	320	0	Working on Civil plan revision.
Arpit TH's	3	Dobbins	Issued	Punkintown	140	0	State has approved E&S Plans. Grading permit issued.

South Harbor 2A	4	Adams Homes	Closed Out	Connors Road	31	13	20 lots remaining for CO. Developer has paused construction.
Villa Trace Apts	2	Trey Robinson	Issued	Hwy 78	50	0	Civil Construction has began
Village Walk	5	Ridgeland Construction	Closed Out	Village Lane	16	0	Ready For Building Permits
Commercial Complex	Ward	Developer		Road	Notes		
111 Boggs Rd	1	Benchmark united	Issued	Off of Hwy 78	LDP issued		
Sunbelt Asphalt.	3	Sunbelt Asphalt	Issued	Industrial Park	Asphalt manufacturing, Civil construction has halted.		
Arpit PunkinTown Rd Commercial	3	Dobbins	Issued	Punkintown	LDP issued		
Punkintown Rd-Arpit- Road Design	3	Dobbins	Issued	Punkintown	LDP issued		
Scott Evans Dealership	5	Scott Evans	Not Issued	Hwy 61 North	Civil plans in review. Waiting on civil plan revision		
Kroger Hole Commercial	2	Halpern	Not Issued	Hwy 61 South	Had TAC meeting with potential developer.		
Ultimate Carwash Retail	1	Smith and Kindred Group	Not Issued	123 Connors rd.	Last correspondence regarded possible variance for buffer and set backs.		
Collecting Dust	Notes						
South Harbor 2B	Mirror Lake						
Summergate Phase III SF	Hwy 61 South						
Larry Boggs TH	Park ridge drive						
Alma Grove	Old Town Rd						
Struktol	Industrial Park						
Completed	Notes						
Twin Oaks Phase II	Completed.						
Larry Boggs SF	Some still remaining.						
Strickland Brothers Oil	Completed.						
Arbors Phase I	Completed.						
Carroll Road Storage Expansion	Completed.						
Tractor Supply	Completed.						
Waffle House	Completed.						
Tanner Lab and Morgue Expansion	Completed.						
Peachstate Trucking	Edge Rd and Liberty						
Chipotle	Hwy 61						
The Dorsey Apartments	Hwy 61						
Hickory Level Townhomes	Hickory Level						
Wellstar	Hwy 61						
Chick-Fil-a	Villa Rica Connector						
Chase Bank	Villa Rica Connector						
Camp Dentistry	Completed.						
Fuqua Commercial	Completed.						
Legacy @ Walton Phase II	Completed.						
VR Liquor Store	Completed.						
Fuqua Commercial	Completed.						
Strickland Brothers Oil	Tolbert Drive						
Stop Work Orders Issued	Notes						
South Harbour	Erosion control failure.						
Northwoods 3	Erosion control failure.						
South Harbour	Erosion control failure.						



CITY OF VILLA RICA
City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Request to Reestablish the Historic Preservation Commission by Appointing four (4) members.

AGENDA DATE: August 4, 2026

MEETING DATE: August 11, 2026

PREPARED BY: Brecca R. Carter, Director of Community & Economic Development

PUBLIC HEARING: NO

PURPOSE:

Reestablishment of the Historic Preservation Commission is imperative to address historic areas throughout downtown Villa Rica as well as citywide. This Commission meetings have not been convened since October 2023 due to the lack of a quorum (minimum 3 appointed members) available to conduct business. The Historic Preservation Commission is a six (6) member board; by-laws are included within this document. This Historic Preservation Commission is charged with adhering to the following purposes:

- a) In support and furtherance of its findings and determination that the historical, cultural and aesthetic heritage of the City of Villa Rica is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity and general welfare of the people;
- b) In order to stimulate revitalization of the business districts and historic neighborhoods and to protect and enhance local historic and aesthetic attractions to tourists and thereby promote and stimulate business;
- c) In order to enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law; and
- d) In order to provide for the designation, protection, preservation and rehabilitation of historic properties and historic districts and to participate in federal or state programs to do the same;
- e) The Villa Rica City Council hereby declares it to be the purpose and intent of this Ordinance to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation and use of places, districts, sites, buildings, structures, objects, and landscape features having a special historical, cultural or aesthetic interest or value, in accordance with the provisions of the Ordinance.



CITY OF VILLA RICA
City Council Meeting
Agenda Item Cover Sheet

The Community & Economic Development Department is charged with facilitating Historic Preservation Commission meeting discussions, etc.

The By-laws reflect that the term of each office is three (3) years, or until their successors has been appointed. Members may not server more than two (2) consecutive terms. In order to achieve staggered terms, initial appointments shall be:

1. one (1) member for one (1) year,
2. two (2) members for two (2) years, and
3. Three (3) members for three (3) years

As a result, the request is for Approval of the proposed appointments and terms for the following four (4) members, each of which have formally applied with the City:

- **Marilyn Glass**, *August 2026 – August 2028*
- **Angelia O'Neil**, *August 2026- August 2029*
- **Jackie Childress**, *August 2026 – August 2028*
- **Joe Collins**, *August 2026 – August 2029*

BACKGROUND:

Commission meetings have not been convened since October 2023 due to the lack of a quorum (minimum 3 appointed members) available to conduct business. With the charge of revitalization of downtown under the Community & Economic Development department, having this Commission fully appointed allows us to address the needs of business owners while simultaneously adhering to the Historic Preservation code requirements.

STAFF RECOMMENDATION:

It is recommended that the City Council consider the applicants and Appoint all four (4) of the Historic Preservation Commission applicants to help preserve the historic appearance and integrity of Villa Rica properties.

IMPACT:

The anticipated fiscal impact of establishing the Commission is minimal. The Commission would attend required training, but would rely primarily on existing administrative resources, in Community & Economic Development Department, etc.

MOTION:

I move to Approve the proposed four (4) applicants as Historic Preservation Commission members to server the City of Villa Rica, GA.

City of Villa Rica, Georgia Historic Preservation Commission Bylaws

Adopted March 14, 2017
Amended October 23, 2018

ARTICLE I Authorization

The Villa Rica Historic Preservation Commission (hereinafter referred to as the "Preservation Commission") has been created pursuant to the Georgia Historic Preservation Act, O.C.G.A. Section 44-10-21, and a local historic preservation ordinance adopted by the City of Villa Rica, and shall be governed by the terms thereof.

ARTICLE II Purpose

In support and furtherance of its findings and determination that the historical, cultural and aesthetic heritage of the City of Villa Rica is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity and general welfare of the people;

In order to stimulate revitalization of the business districts and historic neighborhoods and to protect and enhance local historic and aesthetic attractions to tourists and thereby promote and stimulate business;

In order to enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law; and

In order to provide for the designation, protection, preservation and rehabilitation of historic properties and historic districts and to participate in federal or state programs to do the same;

The Villa Rica City Council hereby declares it to be the purpose and intent of this ordinance to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation and use of places, districts, sites, buildings, structures, objects, and landscape features having a special historical, cultural or aesthetic interest or value, in accordance with the provisions of the

ARTICLE III Organization

Section 3.01: Appointment by City Council

Members of the HPC shall be appointed by the City Council Mayor and ratified by the City Council.

Section 3.02: Number of Members

The HPC shall have (6) Members. To the extent available in the City, at least three (3) members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, planning, archaeology or related professions.

Section 3.03: Member Terms

Each Member shall have a term of office for three (3) years, or until their successor shall be appointed. Members may not serve more than two (2) consecutive terms. In order to achieve staggered terms, initial appointments shall be: one (1) member for one (1) year; two (2) members for two (2) years and three (3) members for three (3) years. Members may not receive a salary, but may be reimbursed for expenses.

Section 3.04: HPC Officers

- (a) The officers of the HPC ("HPC Officers") shall consist of a Chairman and Vice-Chairman.
- (b) HPC officers shall be elected by a majority vote of the members at the first regular meeting following their appointment and thereafter in June of each year.

Section 3.05: HPC Officers Term of Office

- (a) HPC Officers shall serve for a term of one year and shall be eligible for re-election.
- (b) Officers who fail to fulfill their duties and have three consecutive absences without notice from regular HPC meetings shall be considered to have vacated that office.

Section 3.06: HPC Officer Vacancies

- (a) In the event of a vacancy in the office of Chairman, the Vice-Chairman shall serve as Chairman until the members elect a new Chairman. The newly elected Chairman shall serve as Chairman until the first regular meeting of the subsequent calendar year.

- (b) In the event of a vacancy in the office Vice-Chairman, the Members shall elect a new Vice-Chairman. The newly elected Vice-Chairman shall serve as Vice-Chairman until the first regular meeting of the subsequent calendar year.

Section 3.07: Officers' Duties

- (a) Chairman, whose duties include chairing all meetings of the HPC and acting as a representative of the HPC in functions requiring such representation.
- (b) Vice-Chairman, who shall assume all duties outlined for the Chair in his/her absence.

Section 3.08: Resignation

- (a) A Member wishing to resign from the HPC shall submit their letter of resignation, in writing, to the City Manager.
- (b) A Member resigning from the HPC must expressly state whether the resignation is with immediate effect or provide a date the resignation will take effect.
- (c) Upon receipt of a Member's resignation, the City Manager, or its designee, shall notify the City Council in order to initiate the process by which the City Council may appoint a new Member.

Section 3.09: Secretary

- (a) The Secretary is a non-voting staff representative of the HPC and shall be an employee of the City as designated by the City Manager or its designee.
- (b) The Secretary's duties include recording the minutes at meetings of the HPC, presenting said minutes to the HPC for review and acceptance by the HPC, and maintaining HPC records, and providing notice of meetings in accordance with the Villa Rica City Code and state law.

ARTICLE IV Meetings

Section 4.01: Regular Meetings

- (a) Regular meetings shall be held on the third Tuesday of the month, unless such day falls on a city observed holiday, in which event the regular meeting for that month shall be postponed to the following month at the same hour and place. Regular meetings may be canceled at the discretion of the Chairman or at the request of staff.

- (b) Meetings of the HPC shall be held in the Holt-Bishop Justice Center, located at 101 Main Street, Villa Rica, GA 30180, or such other place as designated by the HPC.

Section: 4.02 Agenda

- (a) Items may be placed on the agenda by the Secretary or a Member.
- (b) Items may be placed on the agenda in accordance with the application process by the public, an applicant, or a stakeholder pursuant to the Villa Rica City Code or applicable state law.
- (c) Staff will make the initial presentation of the agenda item then the party, the individual, or the party or individual's representative requesting action on the agenda item will make their presentation.
- (d) Items included on the agenda must be submitted to the Secretary in accordance with timelines, deadlines, policies, or procedures of the City, the Villa Rica City Code, or applicable state law.
- (e) Agenda packets for regular meetings will be provided to the Members five (5) calendar days in advance of the scheduled HPC meeting.

Section 4.03: Special Called Meetings

The Chairman, Secretary, or at least a quorum of the HPC may, when deemed necessary, call special meetings of the HPC.

Section 4.04: Quorum

- (a) A quorum is required for the purpose of transacting all business of the HPC.
- (b) A quorum shall consist of three (3) Members. The affirmative vote of the majority of the Members present shall be required before the HPC shall approve or deny an item.
- (c) If a quorum is not present or represented at any meeting of the HPC, a majority of the Members entitled to vote at that meeting, and present in person, may adjourn the meeting, until a quorum shall be present or represented.

Section 4.05: Call to Order

- (a) HPC meetings will be called to order by the Chairman, or if absent, by the Vice-Chairman.
- (b) In the absence of both the Chairman and Vice-Chairman, the meeting shall be called to order by the Secretary, and a temporary Chairman shall be elected to preside over the meeting.

Section 4.06: Notice

- (a) Written or electronic notice of every meeting of the HPC stating the place, date, and hour of the meeting, shall be given either personally or by mail to each Member not less than fourteen (14) calendar days before the date of the meeting.
- (b) Public notice of HPC meetings shall be provided in accordance with the provisions of the Georgia Open Meetings Act, the Zoning Procedures Act, and other applicable policies or procedures of the City of Villa Rica, the Villa Rica City Code, or state law.
- (c) All HPC meetings and deliberations shall be open to the public, except for properly noticed closed session matters, and shall be conducted in accordance with the provisions of the Georgia Open Meetings Act and other applicable policies or procedures of the City of Villa Rica, the Villa Rica City Code, or state law.

Section 4.07: Attendance

- (a) HPC Members are required to attend HPC meetings and be prepared to discuss the issues on the agenda.
- (b) A Member shall notify, in writing, the Secretary or Chairman if the Member is unable to attend a meeting. The written notice must be received prior to the commencement of the meeting.
- (c) A Member who fails to fulfill their duties and has three consecutive absences, without written notice, from regular HPC meetings may be recommended to the City Council for removal from the HPC by a vote of the HPC.

Section 4.08: Voting

- (a) Each Member shall at every meeting of the HPC be entitled to one vote.
- (b) No Member may vote by proxy.
- (c) When a quorum is present at any meeting, the vote of a majority of the HPC Members present in person decides any question brought before such meeting, unless the question is one upon which the express provisions of law or these Bylaws require a different vote, in which case such express provisions shall govern and control the decision of the question.

Section 4.09: Public Hearing

- (a) All public hearings shall be in accordance with the Open Meetings Law and other applicable state law.

- (b) A person wishing to address the HPC must sign up to speak. Sign-up sheets will be available and should be submitted to the Secretary prior to the start of the meeting. If any written materials are to be provided to the HPC, a copy shall also be provided immediately to the Secretary for inclusion in the minutes of the meeting.

Section 4.10: Closed Sessions

The HPC may conduct closed sessions as allowed by law, on properly noticed closed session matters, such as consultation with attorney on legal matters, deliberation regarding the value of real property, competitive utility matters, and economic development negotiations.

Section 4.11: Outside Resources

In the event the HPC is in need of outside resources for the consideration of any item before it, the City Staff shall act as a liaison to arrange for the provision of such outside resources.

ARTICLE V Miscellaneous

Section 5.01: HPC Orientation, Continuing Education & Training

- (a) All new members of the HPC shall participate in an orientation program familiarizing themselves with the goals and objectives of the program and with their responsibilities.
- (b) Members shall participate in such continuing education or training program, as recommended by the City staff or required by the City Council.

Section 5.02: Preemption by the Villa Rica City Code, State Law, or Federal Law

Where the provisions of these Bylaws are in conflict with the policies or procedures of the City of Villa Rica, the Villa Rica City Code, state law, or federal law, then the policies or procedures of the City of Villa Rica, the Villa Rica City Code, state law, or federal law shall preempt the application or enforcement of these Bylaws.

ARTICLE VI Books and Records

Correct books of account of the activities and transactions of the HPC shall be kept by the Secretary. These shall include a minute book, which shall contain a copy of these Bylaws and all minutes of meetings of the HPC, applications, supporting materials, agendas, and agenda packets.

ARTICLE VII

Code of Ethics and Prohibited Practices

Section 7.01: Conflict of Interest

No HPC Member shall knowingly:

- (a) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of their official duties or which would tend to impair their independence of judgment or action in the performance of their official duties;
- (b) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of their official duties, or would tend to impair their independence of their judgment or action in the performance of their official duties;
- (c) Disclose confidential information concerning the property, government or affairs of the governmental body for which they serve without proper authorization, or use such information to advance the financial or other private interest of themselves or others;
- (d) Accept any valuable gift in excess of \$25.00, whether in the form of service, loan, thing, promise, from any person, firm or corporation which to their knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the governmental body for which they serve; provided, however, that a HPC Member who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;
- (e) Represent private interest in any action or proceeding against the governmental body for the HPC Member serves;
- (f) Vote or otherwise participate in the negotiation or the making of any contract with any business or entity in which they have a financial interest.

Section 7.02: Disclosure

Any HPC Member who shall have any private financial interest, directly or indirectly, in any matter pending before or within the HPC shall disclose such private interest to the HPC and such disclosure shall be entered on the records of the HPC and they shall disqualify themselves from participating in any decision or vote thereto.

Section 7.03: Invalidity of a Vote

If a HPC Member votes on an item in which the HPC Member has a conflict of interest the HPC Member's vote shall be voided.

Section 7.04: Use of Public Property

No Member shall use property owned by such governmental body for personal benefit, convenience or profit except in accordance with policies or procedures promulgated by the City of Villa Rica.

Section 7.05: Political Activities of HPC Members

No HPC Member shall continue to serve on the HPC upon being sworn in to any elective city office and that Member shall be deemed to have resigned effective upon the Member's swearing in to elective city office.

Section 7.06: Penalties for Violation

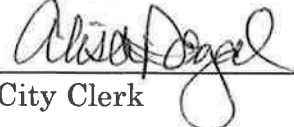
Any HPC Member who willfully conceals such financial interest or willfully violates any of the requirements of this Article shall be subject to penalty as prescribed by Section 2-189 of the City Code of Ordinances.

**ARTICLE VIII
Amendments**

The HPC shall recommend to the City Council any alteration, amendment, or repeal of these Bylaws or the adoption of new Bylaws by a quorum vote at a duly called meeting of the HPC. Bylaw alterations, amendments, or repeal are not effective until approved by City Council.

Approved and adopted at a meeting of the Villa Rica City Council on the 23 day of October, 2018.

ATTEST:


City Clerk

THE CITY OF VILLA RICA

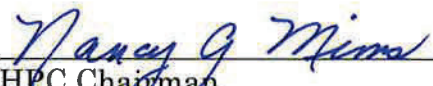

Mayor

Approved and adopted at a meeting of the HPC on the 16th day of October, 2018.

ATTEST:


HPC Secretary

THE CITY OF VILLA RICA, GEORGIA
HISTORIC PRESERVATION COMMISSION


HPC Chairman



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Employee Benefits Renewal & 26-27 Premiums

AGENDA DATE: August 4, 2026

DATE PREPARED: July 30, 2026

PREPARED BY: Tiffany Lanford

AMOUNT: Medical Renewal: \$128,295

GL ACCOUNT #: 610-1540-571050

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To approve the employee medical insurance renewal, associated benefit plan changes, and renewal of ancillary benefit programs effective October 1, 2026.

BACKGROUND:

OneDigital completed the annual review and marketing of the City's employee benefits for the October 1, 2026 renewal. Based on current claims experience and market conditions, the following recommendations are presented:

- **Administration Fees:** Administrative fees will increase 2.5%, representing approximately \$4800 annually. OneDigital consulting fees will remain unchanged.
- **Stop-Loss Insurance:** Illustrative renewal from AccuRisk/Nationwide reflects a 19.62% increase (approximately \$78,832 annually). Marketing remains in progress, and final rates may improve before the October 1 effective date.
- **Medical & Pharmacy Claims:** Projected claims are \$1,707,417, with a recommended claims budget based on 90% maximum liability.
- **Annual Premiums Equivalent:** Estimated at \$2,328,341, representing an overall increase of 5.83% (\$128,295) over the current plan year.
- **Pharmacy Benefit Manager (PBM):** Recommendation to renew with ProAct.
- **Medical Plan Design:** Recommendation to add a new High Deductible Health Plan (HDHP) paired with a Health Savings Account (HAS) while maintaining the City's current plan offerings.
- **Health Savings Account:** The City will contribute \$400 annually to each employee enrolled in the HDHP, with a minimum employee contribution of \$100 annually.
- **Ancillary Benefits:** Recommendation to renew all current ancillary benefit carriers, as market pricing remains competitive.

Documents to be approved:

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

IMPACT:

Approval of the proposed renewal provides employees with an additional health plan option, introduces a Health Savings Account to support long-term healthcare savings, and maintains a competitive benefits package that supports employee recruitment and retention while responsibly managing the City's self-funded insurance program. Although renewal costs have increased due primarily to medical claims and stop-loss coverage, staff believes these recommendations provides the best overall value for both employees and the City.

STAFF RECOMMENDATION: Approval.

MOTION: I move to authorize the Interim City Manager to execute the agreements necessary to implement the City of Villa Rica employee benefits renewal for the plan year effective October 1, 2026 through September 30, 2027, including the medical, pharmacy, stop-loss, and ancillary benefit renewals, and all related plan documents.



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 2027

AGENDA DATE: August 4, 2026

DATE PREPARED: July 13, 2026

PREPARED BY: Tara Ivey

AMOUNT: n/a

FUNDING SOURCE: n/a

GL ACCOUNT #: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve the FY 2027 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.

Each year, Three Rivers Regional Commission provides staff with a Unit Cost Methodology spreadsheet to complete. Once the required information is submitted, Three Rivers Regional Commission uses the data to determine and calculate the unit costs.

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

- Home Delivered Meals: Increased to \$16.10 from \$15.99 in FY 2026
- Congregant Meals: Increased to \$14.93 from \$14.85 in FY 2026

The Three Rivers Commission staff conducted their SFY 2026 financial monitoring with the City of Villa Rica on March 30, 2026 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.

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 2027 state fiscal year.

MOTION: I move to approve the Interim City Manager to execute the senior services reimbursement grant contract with Three Rivers Regional Commission effective July 1, 2026 through June 30, 2027.

.SECTION ONE
AREA AGENCY ON AGING CONTRACT FOR SERVICES

THIS CONTRACT, #04-045-02-AAA-2027, entered into as of the 1st day of July 2026, 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, 2026 through June 30, 2027. The effective date of this contract is July 1st, 2026. 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, 2027.
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. Payment to subcontractor will be issued within ten (10) business days following the receipt of DHS payment to TRRC.

- (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) 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.

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 DAVE LAMB, INTERIM 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 provides 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 \$1,000,000 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 Analyst
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 (fourth party) contract by the SUBCONTRACTOR may be subcontracted (fifth party) under the following conditions:

- (a) The SUBCONTRACTOR agrees that the selection of fourth party SUBCONTRACTORS requires competition between potential fifth 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 (fourth party) contract between TRRC and the SUBCONTRACTOR.

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- (c) Any fifth 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 fifth 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 fifth 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 fifth party SUBCONTRACTORS who fails to adhere to the contract requirements. The SUBCONTRACTOR's failure to proceed against a fifth 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

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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
 Laura Hines
 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

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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 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.

City of Villa Rica

Address for Official Notices:

Jennifer Hallman
571 West Bankhead Highway
Villa Rica, GA 30180

By: _____

Interim City Manager

Title

DATE _____

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

By: _____

Executive Director

Council Chair

ATTACHMENT A

CONTAINS THE FOLLOWING REPORTS:

1. SCOPE OF SERVICES

SCOPE OF SERVICES

SUBCONTRACTOR will administer all programs in accordance with the Georgia Department of Human Services Division of Aging Services Policies and Procedures Manuals.

SUBCONTRACTOR will use the On-line Directives Information System (ODIS) to stay informed on the current DHS policies and procedures. The system can be accessed anytime at www.odis.dhr.state.ga.us. The manuals may periodically be amended by the Georgia Department of Human Services Division of Aging 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: 2027

AAA: Three Rivers Region AAA

Provider: Villa Rica Senior Center

Area Plan Version

Program: HCBS - Nutrition Services									
Service: Home Delivered Meals					HCBS - Nutrition Services				
CBS - HCBS State (Unit Cost)	\$0.00	\$23,980.00	\$23,980.00	\$0.00	\$0.00	\$9.00	\$23,989.00	1,490.00	\$16.10
NSIP - SSBG Supplemental (Unit Cost)	\$6,186.00	\$0.00	\$6,186.00	\$0.00	\$0.00	\$12.50	\$6,198.50	385.00	\$16.10
NSIP - ACL (Line Item)	\$9,963.00	\$0.00	\$9,963.00	\$0.00	\$0.00	\$0.00	\$9,963.00		
NSIP - State (Unit Cost)	\$0.00	\$13,216.00	\$13,216.00	\$0.00	\$0.00	\$9.60	\$14,425.60	896.00	\$16.10
OAA Title III C2 - Home Delivered Meals (Unit Cost)	\$65,174.00	\$3,833.76	\$69,007.76	\$7,667.53	\$0.00	\$9.01	\$76,684.30	4,763.00	\$16.10
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,237.00			
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,610.00	\$1,610.00	100.00	\$16.10
Service Total:					\$1,200.00	\$38,887.11	\$170,107.40	7,634.00	
Program Total:					\$1,200.00	\$38,887.11	\$170,107.40	7,634.00	
Program: HCBS - Senior Centers									
Service: Congregate Meals					HCBS - Senior Centers				
CBS - HCBS State (Unit Cost)	\$0.00	\$6,501.00	\$6,501.00	\$0.00	\$1,000.00	\$8.79	\$7,509.79	503.00	\$14.93
NSIP - ACL (Line Item)	\$18,502.00	\$0.00	\$18,502.00	\$0.00	\$0.00	\$0.00	\$18,502.00		
NSIP - State (Unit Cost)	\$0.00	\$23,495.00	\$23,495.00	\$0.00	\$9,000.00	\$7.61	\$32,502.61	2,177.00	\$14.93
OAA Title III C1 - Congregate Meals (Unit Cost)	\$64,240.00	\$3,778.82	\$68,018.82	\$7,557.65	\$0.00	\$14.12	\$75,590.59	5,063.00	\$14.93
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,098.00			
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,606.19	\$29,606.19	1,983.00	\$14.93
Service Total:					\$10,000.00	\$70,734.71	\$204,809.18	9,726.00	
Program Total:					\$10,000.00	\$70,734.71	\$204,809.18	9,726.00	
Provider Total:					\$11,200.00	\$109,621.82	\$374,916.58	17,860.00	
Agency Total (17 providers):					\$132,414.00	\$3,256,285.67	\$6,418,034.33	331,339.00	

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.

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.

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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
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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-2027** 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: **Laura Hines**

B. At Contractor:

Title

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

Interim City Manager

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.

-
-
-
-
-
-

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?)
		WellSky	
		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.

Certificate Of Completion

Envelope Id: 95EA94CC-D2F0-85B7-837F-1020D853CE7C
 Subject: Complete with Docusign: Villa Rica SFY 2027 Contract.pdf
 Source Envelope:
 Document Pages: 44
 Certificate Pages: 4
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Delivered
 Envelope Originator:
 LeeAnn Davis
 P.O. Box 1600
 Franklin, GA 30217
 ldavis@trrc-ga.com
 IP Address: 2600:1700:316:2

Record Tracking

Status: Original
 7/9/2026 3:36:16 PM
 Holder: LeeAnn Davis
 ldavis@trrc-ga.com
 Location: DocuSign

Signer Events

Jennifer Hallman
 jhallman@villarica.gov
 Interim City Manager
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 7/10/2026 2:38:51 PM
 ID: e48b8caf-92de-4022-ae10-93844dc70503

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/9/2026 3:39:11 PM
Certified Delivered	Security Checked	7/10/2026 2:38:51 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Three Rivers Regional Commission - Workforce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Three Rivers Regional Commission - Workforce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jgardner@threeriversrc.com

To advise Three Rivers Regional Commission - Workforce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jgardner@threeriversrc.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Three Rivers Regional Commission - Workforce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jgardner@threeriversrc.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Three Rivers Regional Commission - Workforce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jgardner@threeriversrc.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Three Rivers Regional Commission - Workforce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Three Rivers Regional Commission - Workforce during the course of your relationship with Three Rivers Regional Commission - Workforce.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Blue Line Solutions Contract Amendment

AGENDA DATE: July 14, 2026

DATE PREPARED: July 31, 2026

PREPARED BY: Chief Michael Mansour

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING:

PURPOSE: Restructuring the agreement into a series of one-year terms with up to twenty annual extensions that occur at your sole option. This is intended to avoid characterization as a prohibited long-term municipal contract and puts you in control of the extensions. Update the fee language so that processing fees automatically track future statutory changes without requiring future amendments. HB 651 reduced processing fees from \$25 to \$10.

BACKGROUND: Villa Rica and Blue Line Solutions entered into an agreement on May 24, 2023, for the City of Villa Rica to operate ATESD (Automated Traffic Enforcement Safety Device) in two schools, Villa Rica High School and Mirror Lake Elementary. Beginning in 2026 new Legislation required some changes to the operation of ATESD. This amendment addresses those changes.

STAFF RECOMMENDATION: Council approve the amendment as requested by Blue Line solutions.

IMPACT: To support Blue Line's position that the existing agreement can continue through annual extensions without triggering the new referendum requirement under newly enacted O.C.G.A. § 40-14-19. Create a uniform amendment for all Blue Line's Georgia clients. Defining extension broadly to support Blue Line's position that the extensions do not constitute a renewal requiring voter approval. The added definition provides that an extension is not a new contract, is not a renewal, does not recreate a legal relationship, and does not replace an old contract with a new one.

MOTION: : I move to adopt the amended agreement with Blue Line Solutions and allow the Interim City Manager to execute all documents..

FIRST AMENDMENT
TO
AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT
BETWEEN BLUE LINE SOLUTIONS, LLC AND THE CITY OF VILLA RICA
DATED MAY 24, 2023

This First Amendment is made and entered into this _____ day of _____, 2026, by and between Blue Line Solutions, LLC, a Tennessee corporation with offices at 4409 Oakwood Drive, Chattanooga, TN 37416 (herein "BLS" or "Provider"), and the **City of DALTON VILLA RICA** (herein "City" or "Agency" or "Client"), collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered that certain Automated Speed Enforcement System Agreement on **MAY 24, 2023** (herein, "Agreement").

WHEREAS The Parties desire to amend and restate certain portions of that Agreement by means of this First Amendment to ensure compliance with statutes and regulations governing the **City**, and to ensure consistency among other locality Agreements.

NOW, THEREFORE, the Parties agree for good and valuable consideration, the sufficiency of which is hereby acknowledged, the **City** and BLS agree to amend the Agreement as follows:

1. **DEFINITIONS**. The Parties hereby Amend the Agreement to incorporate and include the following definition for "**Extend**" "**Extended**" and "**Extension**".

"EXTEND", "EXTENDED" and "EXTENSION" means an extension of this Agreement at the sole option of the **City** for an additional 1-year/12-month term that merely lengthens and extends the time of this Agreement upon the existing terms and conditions and obligations as stated. An Extension is not a new contract, a renewal, the re-creation of a legal relationship or the replacement of an old contract with a new contract. An Extension does not contemplate the execution of a new agreement of any kind.

2. TERM AND TERMINATION. The Parties hereby Amend the Agreement to Amend and Restate the “TERM AND TERMINATION” provision of the Agreement as follows:

- a. Term & Extensions. The term of this Agreement shall be for one-year/twelve (12) months, or through the end of the calendar year executed whichever occurs first, beginning on the date of the first Notice of Violation/Liability (the “Start Date”) is issued and payable and may be automatically extended at the sole option of the **City** annually for an additional twelve (12) month period from January 1, through and up to December 31 of that same year up to a total of 20 one-year annual extensions.
- b. Termination at end of 12-month term. Either party may, at its sole option, terminate this Agreement at the expiration of any term absolutely and without further obligation on the part of the **City** at the close of the calendar year by providing written notice of its intent not to extend the Agreement at least sixty (60) days prior to the expiration of the then current term. Client shall pay Provider prior to the end of the calendar year in which the termination occurs for all services properly performed and reimbursable expenses properly incurred through the effective date of termination, subject to the terms of this Agreement.
- c. Termination During Term. Either party may terminate this Agreement during its term, with or without cause, by providing the other party with at least thirty (30) days’ prior written notice of termination. Termination may be based on any reason or no reason, including, without limitation, a determination that the services are no longer needed. Termination shall become effective at the end of the thirty (30) day notice period unless the parties agree in writing to an earlier termination date. Upon termination, Client shall pay Provider for all services properly performed and reimbursable expenses properly incurred through the effective date of termination, subject to the terms of this Agreement.
- d. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of BLS and the **City**. Upon termination, Client shall pay Provider for all services properly performed and reimbursable expenses properly incurred through the effective date of termination, subject to the terms of this Agreement.

- e. Termination for Cause. Either party may terminate this Agreement for cause if: (1) the other party fails in any material way to perform or breached its obligations under this Agreement; (2) applicable or governing law is amended, or the State Department of Transportation adopts a rule or other requirement, to prohibit or substantially restrict the operation of automated traffic law enforcement systems, including the System being provided by BLS; or (3) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce notices of violation or citations issued hereunder. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds, therefore, and the other party fails to cure the default within sixty (60) days after receiving notice;
- f. Termination by Legislation. If the law is changed to prohibit or substantially interfere with the operation or feasibility of either the APE or MPL Systems or the Parties' obligations under this Agreement, Parties may agree to; (1) renegotiate the Agreement through amendment; or (2) terminate Agreement for cause.
- g. De Facto Termination. If the **City** at any time purposefully or voluntarily ceases part or all of the enforcement program through: (1) a failure to approve citations; (2) excessively spoiling legally valid citations/summonses without cause; (3) failing to restart the program after an extended break, such as summer or winter break; (4) failing to sign and initiate a citation/summons collection program, where legal; or (5) fails to restart a lawfully or mutually agreed upon suspended program within sixty (60) days, will be in breach of Agreement and without restoration to original terms will be understood to be a De Facto Termination of the Agreement. In the event of a De Facto Termination, the **City** shall pay Blue Line Solutions a "De Facto Termination fee", of \$1,500 per camera for each month that remains in the Current Term of this Agreement.
- h. Effect of Termination. Upon any termination of this Agreement, the Parties recognize that BLS and Agency will use their best efforts to continue processing any pending and legitimate traffic law Violations. However, all image capture activities provided by BLS under this Agreement shall cease immediately upon receiving notice of termination. Accordingly, the Parties

shall have the following obligations, which continue during the termination process: **City** shall cease using the APE and MPL Systems, shall allow BLS to retrieve all equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both Parties, BLS and the Agency shall continue to process all images and Violations that occurred before termination in accordance with this Agreement, and BLS shall be entitled to all Fees (as described in **Exhibit C**) specified in the Agreement as if the Agreement were still in effect.

- i. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of competent jurisdiction, State or Federal, that the APE and MPL Systems or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the APE and MPL Systems or the enforcement of the underlying infractions shall also automatically terminate this Agreement.

3. **EXHIBIT C.** The Parties hereby Amend the Agreement to Amend and Restate the “EXHIBIT C” of the Agreement as follows:

Exhibit C

Georgia Service Fees & Pricing Schedule

Georgia statutes authorize the collection of a specific amount for speeding violations in certain circumstances as set forth in the applicable statutes. In compliance with the applicable statutes, Blue Line Solutions does not charge a per-citation fee. Instead, Blue Line Solutions is compensated for providing all related equipment, support services, consulting, operations, and administration of the Program. As such, the **City** agrees to the below financial terms:

1. Fees/costs due BLS for providing a turn-key Automated Photo Enforcement System and/or Manned Photo-Laser (MPL) System and equipment include;
 - a. Infrastructure installation and provisioning; and
 - b. Communications and wireless integration (*the **City** will assume network provider costs*); and
 - c. Ongoing service and maintenance; and
 - d. Ongoing Public Information & Education programs; and

- e. Access to secure, web-based violation processing and review system; and
- f. All website and Call Center Support and back-office operations; and
- g. Violation processing services, DMV and NCIC records access; and
- h. Violation/Liability notice issuance and mailing; subsequent reminder mailed notice; and
- i. Statutorily authorized processing and administrative services as revised or amended from time to time. All statutorily authorized processing and administrative service fees or charges shall be paid for the sole and exclusive benefit of BLS, and shall not be included in any revenue share split among the Parties.

2. Revenue Split:

The two Parties shall share revenue from the paid Notice of Violation/Liability. The **City's** portion shall be **60%** of all paid Notices of Liability, and BLS's portion shall be **40%** of all paid Notices of Liabilities. No fees or charges will be assessed to the agency for non-paid violations. The costs will be subtracted from the **City's** gross receipts of paid citations/summonses.

If the **City** reduces the time of operation of APE systems from the maximum time allowed by law and or minimum speed enforcement threshold, the **City** agrees the above revenue share will reverse such that the **City's** portion shall be **40%** of all paid Notices of Liability and BLS's portion shall be **60%** of all paid Notice of Liabilities.

3. Legislative Change Affecting Compensation

If legislative changes should limit or alter the structure or amount of fines levied for speed or red-light infractions. In that case, either Party may request to renegotiate the compensation as specified above to be accomplished through amendment, not a new agreement. Any failure of the Parties to agree on such compensation changes shall not be grounds for termination of this Agreement for cause by the **City**.

4. Additional Warning Periods

BLS will provide one (1) Thirty-Day warning period at no charge to the **City** as part of this Agreement. The fee for additional warnings shall be \$25.00 per processed warning and shall be subtracted from the **City's** gross receipts of paid summonses. This fee for additional warnings is solely the responsibility of **City**. The fee for additional warnings is not a charge or fee that is passed onto the purported violator, nor shall the fee for additional warnings be included in the Notice of Violation/Liability.

5. Additional & Special Reporting Requests

Additional requests for special reports for Freedom of Information Act (FOIA) Requests, Open Records requests, or additional information such as historical program data, captured data, audit, and/or financial information beyond the scope of this Agreement may be subject to additional fees. The fee for this additional reporting work and report generation will be two-hundred-and-fifty (\$250) dollars per hour and will be subtracted from the **City's** gross receipts of paid summonses. A time estimate will be provided if the estimated time to complete exceeds five (5) hours. This fee for additional reporting work and report generation is solely the responsibility of **City**. The fee for additional reporting work and report generation is not a charge or fee that is passed onto the purported violator, nor shall the fee for additional reporting work and report generation be included in the Notice of Violation/Liability.

6. Pricing Alteration

This pricing may be changed by amendment upon the Agreement of both Parties either to ensure fairness in payment for services based on the amount of work required to operate the speed monitoring system, or in the event of changes to the empowering statute.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

By:

CITY OF VILLA RICA
STATE OF GEORGIA

Authorized Signature (*The City of VILLA RICA*)

Approved and authorized this _____ day of _____, 2026.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

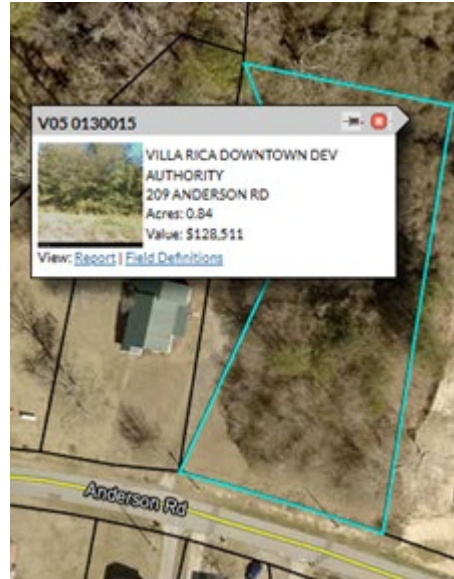
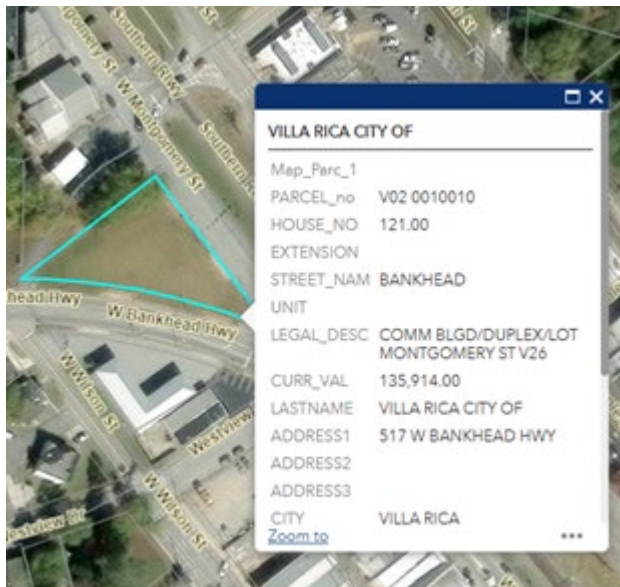
SUBJECT: Approve the amended resolution calling for the exchange of City of Villa Rica property (V02 0010010) for Downtown Development Authority property (V05 0130015) and for the correction of the descriptions of the properties to be transferred.

AGENDA DATE: August 11, 2026

DATE PREPARED: July 27, 2026

PREPARED BY: Jennifer Hallman, Interim City Manager/CFO

PURPOSE: To maximize the use of both properties, the City will exchange the Butterball property (V02 0010010) for Downtown Development Authority property (V05 0130015). The City will use the land for the construction of “Shirley Marchman Park,” while the DDA will utilize the “Butterball” property to revitalize and redevelop the City’s central business district.



STAFF RECOMMENDATION: Staff recommends the exchange of property & approval of amended resolution.

MOTION: I move to approve the amended resolution calling for the exchange of City of Villa Rica property (V02 0010010) for Downtown Development Authority property (V05 0130015) and for the correction of the descriptions of the properties to be transferred.

**RESOLUTION APPROVING THE TRANSFER OF PROPERTY TO THE VILLA RICA
DOWNTOWN DEVELOPMENT AUTHORITY IN EXCHANGE FOR PROPERTY
FROM THE VILLA RICA DOWNTOWN DEVELOPMENT AUTHORITY FOR THE
CONSTRUCTION OF A PUBLIC PARK AND FOR THE CORRECTION OF THE
DESCRIPTIONS OF THE PROPERTIES TO BE TRANSFERRED**

WHEREAS, the **City of Villa Rica** (the “City”) does desire to transfer ownership of the property formerly known as the Butterballs Property located at 121 West Bankhead Highway, Villa Rica, Georgia being shown on the drawing attached hereto as **Exhibit “A”** (the “Butterballs Property”) to the **Villa Rica Downtown Development Authority** (the “Authority”) in exchange for property containing approximately 0.84 acres and located at 209 Anderson Road, Villa Rica, Georgia being labeled as Tract A-2 on the drawing attached hereto as **Exhibit “B”** (the “Park Property”) for the construction of a public park; and

WHEREAS, the City desires to acquire the Park Property for the purpose of constructing a public park on the Park Property and thereby improving the health, welfare, and benefit of its citizens; and

WHEREAS, the Authority desires to acquire the Butterballs Property from the City for use in revitalizing and redeveloping Villa Rica’s central business district; and

WHEREAS, the City and the Authority will benefit by the exchange, such that the City obtains title to the Park Property in order to construct a public park for use by the citizens and the Authority obtains title to the Butterballs Property in order to revitalize and redevelop Villa Rica’s central business district; and

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, as follows:

Section 1. The City hereby authorizes the transfer of the Butterballs Property to the Authority in exchange for the transfer by the Authority of the Park Property to the City.

Section 2. The City authorizes the Mayor or Mayor Pro Tem to execute any and all documents and to take such further actions and do all things as may be necessary or advisable, in the judgment of the Mayor or Mayor Pro Tem, to convey said Butterballs Property to the Authority and otherwise to perform all acts necessary to accomplish the intent of this Resolution.

SO RESOLVED, this _____ of August, 2026.

THE CITY OF VILLA RICA, GEORGIA

By: _____
Leslie McPherson, Mayor

Attest: _____ (SEAL)
Theresa Campbell, Clerk

EXHIBIT A

GENERAL NOTES:

- 1.) SPECIAL FLOOD HAZARDS DO NOT EXIST FOR SUBJECT PROPERTY PER FIRM 130450150, EFFECTIVE DATE SEPTEMBER 19, 2007.
- 2.) DATE OF FIELD WORK: FEBRUARY 15, 2016
- 3.) CURRENT OWNER: ESTATE OF CELESTINE W. HOBBS (AKA MRS. MERT HOBBS), WESTING DEAD, DEED BOOK 300 PAGE 323

SURVEY REFERENCES:

- 1.) PLAT FILED "SURVEY FOR CELESTINE W. HOBBS", DATED JULY 25, 1973, PREPARED & CERTIFIED BY C. W. CRUSSELL, HAS 137.3, AND RECORDED IN PLAT BOOK 13 PAGE 250.

GRAPHIC SCALE



LEGEND	
①	Iron Pin Found
②	1/2" Fiber Glass Stake (Overlaid)
③	1/2" Iron Pin Set
④	1/2" Iron Pin Set (Overlaid)
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P.O.B.

Intersection of West Land Lot Line of Land Lot 161 and the North Right-of-Way of U.S. Hwy. 78.

RF - 3/8" Radius

Drop Point

Edge of Driveway

Line Established by Plat Book 37 Page 172

Line Established by Plat Book 37 Page 172

Line Established by Plat Book 37 Page 172

Line Established by Plat Book 37 Page 172

Line Established by Plat Book 37 Page 172

Line Established by Plat Book 37 Page 172

Line Established by Plat Book 37 Page 172

Line Established by Plat Book 37 Page 172

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Line Established by Plat Book 37 Page 172

Line Established by Plat Book 37 Page 172

Line Established by Plat Book 37 Page 172

Line Established by Plat Book 37 Page 172

Line Established by Plat Book 37 Page 172

Right-of-Way Established by Plat Book 27 Page 172.

Plats overlap 1.33'

STATE ROUTE 101
W. MONTGOMERY STREET
RIGHT-OF-WAY WAS ESTABLISHED BY MONUMENTS FOUND

238.40

140.20

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U.S. HWY. 78
W. BANKHEAD HWY.
RIGHT-OF-WAY WAS ESTABLISHED BY MONUMENTS FOUND

LINE TABLE FOR EASEMENT	
LINE	BEARING
L1	S 08°45'46" W
L2	S 81°33'15" E
L3	S 08°45'47" W
L4	N 81°33'15" W
L5	S 08°45'47" W

CLOSURE STATEMENT

The field data upon which this plat is based has a closure precision of one foot in 112,774 feet, and an angular error of 6 sec. per angle point, and was adjusted using the Least Squares Method.

This plat has been calculated for closure, and is found to be accurate within one foot in 100,000 feet.

This survey was made using a GEOMAX 2000/30 Total Station, which reads distances to the nearest 0.005 foot and with direct reading to 3 seconds for angular measurement.

SURVEY FOR:

CITY OF VILLA RICA

BEING IN THE CITY OF VILLA RICA

LAND LOT 161 - 6th DISTRICT - CARROLL COUNTY - GEORGIA

REVISIONS

DATE: FEBRUARY 17, 2016

FIELD TYPE: LEB

PROJECT NO: 210037

NOTE: THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREIN. THIS FIRM ASSUMES NO LIABILITY TO THE PERSON, PERSONS, OR ENTITY NOT NAMED HEREIN, AND ANY USE BY UNAUTHORIZED PARTIES WILL BE AT THEIR OWN RISK. THIS PLAT IS NOT VALID UNLESS SURVEYOR'S SIGNATURE APPEARS IN ORIGINAL BLUE INK OVER THE SEAL.



SURVEYOR'S CERTIFICATION:
THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT, O.C.G.A. § 43-15-97, AUTHORITY O.C.G.A. §§ 43-15-14, 43-15-15, 43-15-16, 43-15-17, 43-15-18, 43-15-22.

SURVEYOR: LESTER E. BELL
GEORGIA R.L.S. No. 2935

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CURVE TABLE			
CURVE	LENGTH	RADIUS	CHL BEARING
C1	20.27	7.72	S 18°20'30" W
C2	225.87	687.73	N 77°32'20" W
			224.85

Chord 224.85

EXHIBIT B

