

**CITY OF GRANTVILLE, GEORGIA
CITY COUNCIL MEETING AGENDA
MONDAY, JULY 25, 2022 AT 6:30 P.M.**

Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, GA 30220

The meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Call to Order

Invocation and Pledge of Allegiance

Citizen Comment Regarding Agenda Items

Approval of Agenda

Approval of Minutes City Council Meeting Minutes June 20, 2022

City Council Work Session Meeting Minutes July 11, 2022

City Council Executive Session Meeting Affidavit of Closed Meeting

Discussion/Decision on Area Agency on Aging Contract for Services with Three Rivers Regional Commission

Discussion/Decision on the Fiscal Year 2023 Budget

Discussion/Decision on Solid Waste Collection, Transportation, and Disposal Agreement with GFL
Environmental/Waste Industries, LLC

Discussion/Decision on Rezoning Parcel G06 0002 008 from S/F Residential (R20) to General Commercial (GC)

Discussion/Decision on Resolution No. 2022-04 Setting Annual Millage Rate for Assessment of Property Taxes

First Reading of Ordinance No. 2022-06 Adopting the Fiscal Year 2023 Budget

Executive Session/Closed Meeting to discussion pending litigation Vogtle Units 3 and 4

Citizen Comments

City Council and Staff Comments

Adjournment

**CITY OF GRANTVILLE, GEORGIA
CITY COUNCIL SPECIAL CALLED MEETING MINUTES**

MONDAY, JUNE 20, 2022 AT 6:30 P.M.

Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, GA 30220

Meeting was available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Call to Order at 6:30 p.m by Mayor Doug Jewell

Mr. Rodney Mowery offered the invocation followed by the Pledge of Allegiance

Present: Mayor Doug Jewell, Councilmembers Jim Sells, Ruby Hines, Casey Evans, and Alan Wacaser.

Also Present : City Manager Al Grieshaber, City Clerk Robi Higgins and City Engineer Brennan Jones.

Citizen Comment Regarding Agenda Items- Brandon McDowell Greenfield Lane

Approval of Agenda Evans/Wacaser: 4-0

Approval of Minutes City Council Meeting Minutes May 23, 2022

City Council Work Session Meeting Minutes June 13, 2022

Approved Sells/ Hines 4-0

Discussion/Decision on Development Agreement between the City of Grantville and RW Grantville II Industrial Owner, LLC for Sewer infrastructure upgrades/improvements (Exhibits B & C attached - Sewer service request is within our sewer service delivery area) Approved Evans/ Wacaser 4-0

Discussion/Decision on Substituting Classic Road Reclamation project for Griffin Street Repaving as our 2022 LMIG Project (no action required if Griffin Street remains 2022 LMIG Project) Approved to retain Griffin Street as 2022 LMIG by Hines/Evans: 3-1 Wacaser abstained

Discussion/Decision on Maintaining Street Lights in Subdivisions Approved Sells/ Wacaser: 4-0

Discussion/Decision on Letter to CSX Railroad Supporting the Movement of a Railroad Crossing (Development of the Lalitha Industrial Site) Motion to table until July 11th work session Sells/ Wacaser: 4-0

City of Grantville, Georgia

City Council Special Called Meeting Minutes

Monday, June 20, 2022

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Discussion/Decision on appointing Selma Coty, Barham Lundy, Sandra Luttrell and Rodney Mowery as Trustees of the Grantville Cemetery Trust Approved: Hines/ Sells :4-0

Discussion/Decision on Application for Special Event Permit: Fireworks Festival, Sunday, July 3, 2022 from 3 p.m. to 11 p.m. on Main Street sponsored by the Grantville Police Department.
Approved Wacaser/ Evans: 4-0

Discussion/Decision on Mayor's Travel Expenses to the ECG Economic Development Summit
Approved Hines/ Evans: 4-0

Discussion/Decision on Mayor's Attorney Fees (\$9,425.00-\$14,736.65) regarding Order on the Plaintiff's Motion for Summary Judgment in Jewell v. Sells et. Al Wacaser motion not to pay Mayor's attorney fees. Died for lack of a second. Sells/Evans made a motion to offer \$9500 as payment in full, Vote resulted in a Tie 2-2 Wacaser and Hines opposed. Mayor not allowed to vote to break the tie due to a conflict of interest. No action resulted

Second Reading: Ordinance No. 2022-05 to Designate Reese Street a One-Way Street from Lagrauge Street to Highway 29 / SR-14 Approved Sells/ Evans: 4-0

Citizen Comments - None

The City Manager announced that City Clerk Robi Higgins had completed coursework to obtain designation as a Certified Public Manager through the University of Georgia Carl Vinson Institute of Government and congratulated Higgins on the success.

Adjournment at 7:55 pm Hines/ Evans: 4-0

CITY OF GRANTVILLE, GEORGIA
CITY COUNCIL WORK SESSION MEETING MINUTES
MONDAY, JULY 11, 2022 AT 6:30 P.M.

Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, GA 30220

The meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Call to Order at 6:32 p.m. by Mayor Doug Jewell

Mr. Rodney Mowery offered the invocation and Pledge of Allegiance

Present: Mayor Doug Jewell, Councilmembers Ruby Hines, Alan Wacaser, Jim Sells, Casey Evans

Also Present: City Manager Al Grieshaber, City Attorney Mark Mitchell, and City Clerk Robi Higgins

Citizen Comment Regarding Agenda Items: none

Approval of Agenda: Motion made by Sells to move Special Called Executive Session to the end of the Work Session, seconded by Wacaser: 3-0 Hines abstained

The City Council discussed the following items at length:

Discussion/Decision on Area Agency on Aging Contract for Services with Three Rivers Regional Commission

Discussion/Decision on the Fiscal Year 2023 Budget

Discussion/Decision on Solid Waste Collection, Transportation, and Disposal Agreement with GFL Environmental

Discussion/Decision on Planning and Zoning Commission recommendation to approve Rezoning of Parcel G06 0002 008 from Single Family Residential (R20) to General Commercial (GC)

Discussion/Decision on Vogtle Units 3 & 4 (Executive Session Closed Meeting will be requested on July 25, 2022)

Discussion/Decision on Resolution No. 2022-04 Setting Annual Millage Rate for Assessment of Property Taxes

First Reading of Ordinance No. 2022-06 Adopting the Fiscal Year 2023 Budget

Announcement: Applications will be accepted from residents willing to volunteer to serve on the Planning and Zoning Commission. Two board members will be selected.

Citizen Comments - none

City Council/Staff Comments

Adjournment at 7:23 p.m. Hines/Wacaser 4-0

CITY OF GRANTVILLE, GEORGIA
CITY COUNCIL SPECIAL CALLED MEETING MINUTES
MONDAY, JULY 11, 2022 AT 6:30 P.M. OR THEREAFTER
Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street,
Grantville, GA 30220

Call to Order at 7:24 PM

Motion to go into Executive (Closed) Session of the Mayor and Council to discuss pending litigation: Sells/Hines 4-0

Council returned to the Council Chambers from Executive Session

Adjournment at 7:54 p.m.: Sells/Wacaser: 3-0

Affidavit of Closed Meeting

Personally appeared before the undersigned – attesting officer, duly authorized to administer oaths, Mayor Doug Jewell, who, after being duly sworn, deposes and on oath states the following:

1) I was the presiding officer of a meeting of the Grantville City Council held on the 11th day of July 2022.

2) That it is my understanding that §O.C.G.A 50-14-4(b) provides as follows:

When any meeting of an agency is closed to the public pursuant to the subsection (a) of this Code section, the chairperson or other person presiding over such meeting shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.

3) The subject matter of the closed meeting or closed portion of the meeting held on the 11th of July 2022, which was closed for the purpose (s) of discuss pending litigation as allowed by O.C.G.A., Title 50, Chapter 14, was devoted to matters within those exceptions and as provided by law.

4) This affidavit is being executed for the purpose of complying with the mandate of O.C.G. A. §50-14-4(b) that such an affidavit be executed.

This 11th day of July 2022.

[Signature]
Mayor/Presiding Officer

[Signature]
Council/Attending Member

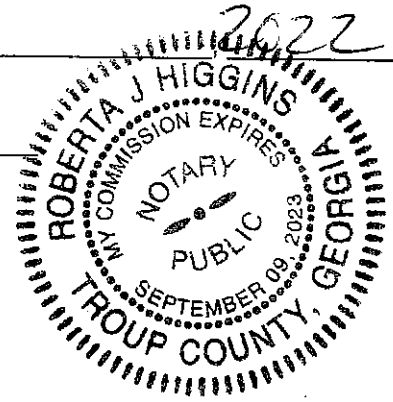
[Signature]
Council/Attending Member

[Signature]
Council/Attending Member

[Signature]
Council/Attending Member

Sworn to and subscribed before me
This 18 day of July 2022.

[Signature]
Notary Public (Seal)



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

THIS CONTRACT, #04-077-02-AAA-2023 entered into as of the 1st day of July 2022, by and between

CITY OF GRANTVILLE

(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, 2022 through June 30, 2023. The effective date of this contract is July 1st, 2022. 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, 2023.
5. **Method of Payment.** The amount of this contract is included in Attachment B of this contract (page 2). Total payments from the TRRC to the SUBCONTRACTOR shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
 - (a) **Progress Payments.** Unless otherwise approved by TRRC and the funding agencies, the SUBCONTRACTOR shall be entitled to receive progress payments on the following basis:
 - (1) a) Cost Reimbursement Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, a Unit Cost Allocation, a request documenting actual costs incurred during that month for each cost.
 - b) Performance Based Fixed Rate Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, in a form acceptable to TRRC as specified in Attachment "B", a request documenting the actual number of

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

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

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

(b) **Final Payment**

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

(c) **Advance Payments**

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

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

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

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

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

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

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

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

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

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

10. General

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

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

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

12. **Standards for Service Performance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (d) The SUBCONTRACTOR agrees to administer the program in a manner satisfactory to TRRC and in accordance with relevant procedures, as determined by TRRC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
- (e) The SUBCONTRACTOR shall at all times maintain during the term of this agreement policies of insurance (including, where applicable, Worker's Compensation coverage) covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the SUBCONTRACTOR and its above, described property, as well as its employees, agents and volunteers.

30. **Subcontracts.** Work or services to be performed under this (third party) contract by the SUBCONTRACTOR may be subcontracted (fourth party) under the following conditions:

- (a) The SUBCONTRACTOR agrees that the selection of fourth party SUBCONTRACTORS requires competition between potential fourth party SUBCONTRACTORS pursuant to 45 CFR 74 or adequate justification for sole source selection.
- (b) All such subcontracts shall bind the fourth party SUBCONTRACTOR to applicable terms and conditions of this (third party) contract between TRRC and the SUBCONTRACTOR.
- (c) Any fourth party contract in excess of \$10,000 total value shall have written TRRC approval prior to execution. TRRC approval shall not be unreasonably withheld.
- (d) A copy of all fourth party contracts shall be on file at the SUBCONTRACTOR's office and available for review by TRRC monitors upon request.
- (e) The SUBCONTRACTOR will be responsible for the performance of any fourth party SUBCONTRACTORS to whom any duties are delegated under any provision of this contract.
- (f) The SUBCONTRACTOR agrees to reimburse the TRRC for any federal or state audit disallowances arising from a fourth party SUBCONTRACTOR's performance or non-performance of duties under this contract which are delegated to the fourth party SUBCONTRACTORS.
- (g) If the SUBCONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the SUBCONTRACTOR agrees to include the following in each subcontract:

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

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

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

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

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

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

(a) For all purchase of service contracts:

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

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

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

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

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

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

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

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

A. That all non-expendable personal property purchased, in total or in part, with funds received from the TRRC during the term of this contract and all previous contracts is property of the TRRC and is subject to the rules and regulations of the TRRC throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the TRRC.

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

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

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

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

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

1. Prepare Form 5086, Equipment Status Change form listing all TRRC equipment in the SUBCONTRACTOR's possession and send this form to the TRRC for final disposal determination.

2. Upon notification by the TRRC, SUBCONTRACTOR agrees to transport the TRRC's property to the TRRC's designated facility. Expenses incurred by the SUBCONTRACTOR in transporting this equipment may be charged to the terminated contract.

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

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

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

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

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

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

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

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

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

38. **Compliance with Requirements of the Georgia Department of Human Services (DHS).**

The SUBCONTRACTOR shall be bound by the applicable terms and conditions of the contract between TRRC and DHS, which is on file in the offices of TRRC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the SUBCONTRACTOR agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from TRRC.

39. **Documentation of Rent Costs.** All SUBCONTRACTOR budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS).

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

40. **Criminal Records Investigation:**

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

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

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

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

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

43. **Termination.**

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

contract.

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

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

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

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

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

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

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

10. SUBCONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.

44. **SUBCONTRACTOR/Fourth-Party License Requirements.** The SUBCONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The SUBCONTRACTOR is responsible to ensure that fourth party (sub-SUBCONTRACTORS) contractors are appropriately licensed. The SUBCONTRACTOR agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

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

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

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

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (H

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

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

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

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

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

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

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

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

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

ATTEST:

City of Grantville

Address for Official Notices:

P.O. Box 160
Grantville, GA 30220

By: _____

Doug Jewell Mayor
Title

DATE _____

ATTEST:

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

Erinley Rogers

By: _____

Executive Director

[Signature]
Council Chair

DATE 6/23/2022

ATTACHMENT A

CONTAINS THE FOLLOWING REPORTS:

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

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
AAA LINE ITEMS	AAA Administration	N/A	N/A	Line Item	N/A	Activities associated with overall area agency operations. Includes, but is not limited to: analyzing data, planning, procurement, contracting, contract management, quality assurance, compliance monitoring, financial management, technology management, personnel management, training, technical assistance, professional development, contractor relations, program operations/management, resource identification, and development.
AAA LINE ITEMS	Advocacy	N/A	N/A	Line Item	N/A	Activities related to monitoring, evaluating, and commenting on all policies, programs, hearings, levies, and community actions which affect older persons; conducting public hearings on the needs of older people; coordinating planning with other agencies and organizations to promote new or expanded benefits and opportunities for older persons.
AAA LINE ITEMS	Coordination	N/A	N/A	Line Item	N/A	Engaging in cooperative arrangements with other service planners and providers to facilitate access to and use of all existing services and developing home and community-based services to effectively and efficiently meet the needs of older persons.
AAA LINE ITEMS	Outreach	1 Contact	Group	Line Item	N/A	"Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits."
AAA LINE ITEMS	Program Development	N/A	N/A	Line Item	N/A	Those activities directly related to either the establishment of a new service; or the improvement, expansion, or integration of an existing service. Activities must be intended to achieve a specific service goal or objective; must occur during a specifically defined period of time, rather than being cyclical or ongoing in nature.
ADRC	ADRC Information and Assistance	1 contact	Individual or Group	Line Item	ADRC Team, Access to Services	"A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hubs" are to be counted only if the information is requested and supplied." The ultimate goal of the ADRCs is to serve all individuals with long-term care needs regardless of their age or disability by providing easier access to public and private resources.
ADULT PROTECTIVE SERVICES	Case Management	1 contact	Individual	N/A	Adult Protective Services (APS)	A service provided as a result of the justification that a disabled adult and/or elder person is at risk for further abuse, neglect or exploitation (is in need of protective services) and that the adult has consented to on-going APS case management services. Case management services include, but are not limited to, assessment, case plan development, identification and coordination of essential services, follow up and reassessment.
ADULT PROTECTIVE SERVICES	Intake	1 contact	Individual	N/A	Adult Protective Services (APS)	A service to receive reports of alleged abuse, neglect, exploitation and/or self neglect of a disabled adults (18-64) or elder persons (65+). Reports may be accepted for investigation, provided intervention (limited telephone case management) or for information and referral.
ADULT PROTECTIVE SERVICES	Investigation	1 contact	Individual	N/A	Adult Protective Services (APS)	For reports that meet criteria, investigation is a service to determine if alleged abuse, neglect, exploitation and/or self neglect has occurred, report (except self-neglect) substantiated cases to law enforcement and to prevent further maltreatment of the adult at risk.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
HCBS - CAREGIVER SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - CAREGIVER SERVICES	Material Aid - Home Modifications/Home Repair	\$1 per unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to caregivers for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to an older person, caregiver, or relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Individual - Voucher	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A voucher to be spent by caregivers for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - CAREGIVER SERVICES	Outreach	1 Contact	Individual	Line Item	Caregiver Services Specialist, Livable Communities	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients, or their caregivers and encouraging their use of existing services and benefits.
HCBS - CAREGIVER SERVICES	Powerful Tools for Caregivers	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).
HCBS - CAREGIVER SERVICES	RCI REACH (Resources Enhancing Alzheimer's Caregiver Health)	15 min	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	RCI REACH serves family caregivers who assist a care partner with Alzheimer's disease or another type of dementia. The program uses a "coaching" model rather than the usual caseworker or classroom approach to supporting caregivers. During twelve visits to the family home over a period of six months, the coach and caregiver work together to identify which issues are causing the most difficulty and then develop strategies to overcome the challenges. Caregivers also receive training in stress management and coping with dementia behaviors.
HCBS - CAREGIVER SERVICES	Respite Care - In-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: In-Home Respite (personal care, homemaker, and other in-home respite)
HCBS - CAREGIVER SERVICES	Respite Care - In-Home - Voucher	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: In-Home Respite (personal care, homemaker, and other in-home respite).

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
HSES-CASE MANAGEMENT	Support Options Coordination	1/4 hour	Individual	Unit Cost	Aging Services Coordinator, Livable Communities	Providing skills training and support to consumers in meeting their responsibilities as participants in the consumer-directed model of services, including training, coaching, and providing technical assistance to consumers to assist them in using their budgets correctly and avoiding overspending.
CDSME - CDSMP	CDSME - Diabetes	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	A Stanford University (SMRC) evidence-based, train the trainer program held for two and a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions. Curriculum includes: medications management, developing goals around exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more.
CDSME - Tomando	CDSME - Diabetes	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	A Stanford University (SMRC) evidence-based, train the trainer program for Spanish-speaking individuals held for two and a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions. Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more.
Falls Prevention - Matter of Balance	Falls Prevention - Tai Chi	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	Developed by researchers in Maine, this is an 8 week evidence based program designed to address the fear individuals have of falling. It combines education about falls prevention as well as an introduction to physical activities that can help improve balance and stability. A completer is a participant who attends at least five of the eight sessions.
Falls Prevention - Tai Chi	Falls Prevention - Tai Chi	1 Workshop	Group	Unit Cost	EBP Specialist, Livable Communities	Developed by Dr. Paul Lam in Australia, TCH is 12 forms of Tai Chi taught by trained instructors over 8 (1 hour) or 12 (1 hour) week sessions. The program improves balance and especially helps persons with Arthritis. Completers are participants who attend 2/3 of the sessions (5 of 8 or 8 of 12) in a workshop.

Program: <i>(Program must match what is in DDS)</i>	Service Name: <i>(Service must match what is in DDS)</i>	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: <i>(Title, Section i.e.: Regional Coordinator, Business Ops)</i>	Definition:
HCBS - FICBS/SERVICES	Nutrition Risk Assessments	1 Session	Individual	Unit Cost	Chief Dietitian, Livable Communities	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for healthcare services. Information selected may include health status, nutrition status, and/or financial status.
HCBS - FICBS/SERVICES	Telephone Reassurance	Contact/Completed Call with Client	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety.
HCBS - IN-HOME SERVICES	Chore	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Non-continuous household maintenance and assistance in heavy housework, yard work, or sidewalk maintenance for an individual to improve and maintain the safety of the individual. Assistance such as heavy housework, yard work or sidewalk maintenance for a person.
HCBS - IN-HOME SERVICES	Home Management	1-Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Training to functionally impaired individuals in self-help and self-care skills and/or training in daily living skills or instrumental activities of daily living (IADLs).
HCBS - IN-HOME SERVICES	Homemaker	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
HCBS - IN-HOME SERVICES	Homemaker - Voucher	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing a voucher for assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
HCBS - IN-HOME SERVICES	Material Aid - Home Modifications/Home Repair	\$1 per unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.
HCBS - IN-HOME SERVICES	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	A provision of materials to an older person, caregiver, or relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - IN-HOME SERVICES	Monitored Living Solution - Installation	\$1 per Unit	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Installation of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.
HCBS - IN-HOME SERVICES	Monitored Living Solution - Monitoring	1 Month Service	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Monitoring of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.
HCBS - IN-HOME SERVICES	Personal Care	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Providing personal assistance, stand-by assistance, supervision, or cues for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating, Personal assistance, stand-by assistance, supervision or cues.

Program: <i>(Program must match what is in DDS)</i>	Service Name: <i>(Service must match what is in DDS)</i>	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: <i>(Title, Section i.e.: Regional Coordinator, Business Ops)</i>	Definition:
HCBS - KINSHIP CARE	Support Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - KINSHIP CARE	Training	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Provision of skill building through instruction for family caregivers and/or professional caregivers conducted in a group setting.
HCBS - KINSHIP CARE	Tutoring	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. Giving instruction to small groups (or to individuals), to help participants help themselves, or to assist or guide them to the point at which they become independent learners in academic subjects, including languages.
HCBS - NUTRITION SERVICES	Disaster Services - Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining. Used only for services provided during disaster relief.
HCBS - NUTRITION SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - NUTRITION SERVICES	Home Delivered Meals - Voucher	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A voucher provided for a meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - NUTRITION SERVICES	Nutrition Counseling	1/4 hour	Individual	Unit Cost	Chief Dietitian, Livable Communities	Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian, and addresses the options and methods for improving nutrition status.
HCBS - NUTRITION SERVICES	Nutrition Education	1 Session	Individual or Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. (Note - Nutrition Education Group is documented on the Health Promotion and Disease Prevention Staff Activity Log)
HCBS - SENIOR CENTERS	Congregate Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws.
HCBS - SENIOR CENTERS	Congregate Meals - Voucher	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A voucher provided for a meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Disaster Services - Congregate Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Emergency Home Delivered Meals	1 Meal	Individual	Unit Cost	Chief Dietitian, Livable Communities	Temporary home delivered meal service provided to registered congregated meal site participants who are ill, incapacitated, or temporarily homebound, at the discretion of the AAA.

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e., Regional Coordinator, Business Ops)	Definition:
MFP/TRANSITION COORDINATION	MFP - Transition Coordination	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	Transition Coordination is the assistance of eligible participants (non-MFP), through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage MFP services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains MFP Support for one year after day of transition.
NURSING HOME TRANSITION	Nursing Home Transitions	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	Transition Coordination is the assistance of eligible participants (non-MFP), through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage NHT Transition Services, community-based services, and expanded circles of support to achieve transition from these institutions based on a proscribed Care Plan and maintains support for 365 days after day of transition.
OPTIONS COUNSELING	Community Options Counseling	1 Person	Individual	Line Item	ADRC Team Lead or Options Counseling Specialist, Access to Services	Provided to individuals in the community where counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances for individuals currently residing in nursing facilities and is provided face-to-face.
PUBLIC GUARDIANSHIP OFFICE	Guardianship	N/A	Individual	N/A	N/A	Guardianship case management services are provided to adult persons under guardianship, also referred to as "wards," whom a probate court has determined lack sufficient capacity to make or communicate decisions concerning health or safety. When no other guardian is appropriate or available, a probate court may appoint the Department of Human Services as guardian. The Division of Aging Services' Public Guardianship Office carries out guardianship duties when DHS has been appointed to serve as guardian. Case managers acting as guardians make and express decisions for persons under guardianship that the person would have made if the person had the capacity to do so. This substituted decision-making process is informed by the preferences and needs of the person under guardianship. Case managers respect the privacy and dignity of the person under guardianship and choose options for the person that are the least-restrictive, allowing for the greatest exercise of self-determination, self-reliance, and individual rights.
SCSEP	SCSEP	1 Enrollment	Individual	Line Item	SCSEP Coordinator, Livable Communities	Provision of services to assist older persons with subsidized employment training opportunities and to obtain unsubsidized employment. May include assessment of skills and abilities, upgrading of job-seeking skills, employability training, development of individual development plans, job placement into unsubsidized employment and follow-up activities.

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: 2023
 AAA: Three Rivers Region AAA
 Provider: Grantville Senior Center

Area Plan Version 1 - Submitted

		Program: HCBS - Nutrition Services				HCBS - Nutrition Services			
Service: Home Delivered Meals									
NSIP - ACL (Line Item)	\$13,211.00	\$0.00	\$13,211.00	\$0.00	\$13,211.00	\$0.00	\$13,211.00	\$0.00	\$13,211.00
NSIP - State (Unit Cost)	\$0.00	\$15,701.00	\$15,701.00	\$0.00	\$15,701.00	\$0.00	\$15,701.00	\$2.40	\$16,763.40
OAA Title III C2 - Home Delivered Meals (Unit Cost)	\$35,947.00	\$2,114.00	\$38,061.00	\$4,229.00	\$42,290.00	\$0.00	\$42,290.00	\$0.40	\$42,290.40
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,307.12	\$3,307.12
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,864.00	\$12,864.00	1,600.00
Service Total:	\$49,158.00	\$17,815.00	\$66,973.00	\$4,229.00	\$71,202.00	\$0.00	\$68,435.92	\$16,173.92	8,945.00
Program Total:	\$49,158.00	\$17,815.00	\$66,973.00	\$4,229.00	\$71,202.00	\$0.00	\$68,435.92	\$16,173.92	8,945.00
Program: HCBS - Senior Centers									
Service: Congregate Meals									
NSIP - SSBG Supplemental (Unit Cost)	\$3,594.00	\$0.00	\$3,594.00	\$0.00	\$3,594.00	\$0.00	\$3,594.00	\$5.00	\$8,399.00
NSIP - ACL (Line Item)	\$13,058.00	\$0.00	\$13,058.00	\$0.00	\$13,058.00	\$0.00	\$13,058.00	\$0.00	\$13,058.00
OAA Title III C1 - Congregate Meals (Unit Cost)	\$58,006.00	\$3,412.00	\$61,418.00	\$6,824.00	\$68,242.00	\$0.00	\$68,242.80	\$0.80	\$68,242.80
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,052.00	\$1,052.00	12
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,656.60	\$2,656.60	359.00
Service Total:	\$74,658.00	\$3,412.00	\$78,070.00	\$6,824.00	\$84,894.00	\$0.00	\$83,408.40	\$3,714.40	10,716.00
Program Total:	\$74,658.00	\$3,412.00	\$78,070.00	\$6,824.00	\$84,894.00	\$0.00	\$83,408.40	\$3,714.40	10,716.00
Provider Total:	\$123,816.00	\$21,227.00	\$145,043.00	\$11,053.00	\$156,096.00	\$0.00	\$147,146.80	\$19,888.32	19,661.00

Report Description: This report lists AAA state fiscal year budget for fund sources as allocated by federal, state or local match. The report also includes units and persons served when viewed by service. An asterisk (*) next to the u

Evidence Based Program Addendum

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

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

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

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

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

Cost Sharing Policy

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

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

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

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

The following services are subject to a client cost share:

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

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

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

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

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

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

Client cost shares must be used to:

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

Provider Collection and Payment:

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

Home-Delivered Meals

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

Congregate Meals/Senior Center Services

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

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

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

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

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

Termination of Service

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

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

ATTACHMENT C

CONTAINS THE FOLLOWING DOCUMENTS:

1. ANNEX A – BUSINESS ASSOCIATE AGREEMENT (BAA)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement is made and entered into by and between the **THREE RIVERS REGIONAL COMMISSION** (hereinafter referred to as "TRRC") and **CITY OF GRANTVILLE – SENIOR CENTER** (hereinafter referred to as "Contractor") as **ANNEX AA to Contract No.04-077-02-AAA-2023** between TRRC and Contractor. The effective date of this Agreement shall be the date

the Contract referenced above is executed by Contractor.

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

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

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

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

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

A. At TRRC: **Belinda Meadows**

B. At Contractor:

Executive Director

Date

Contractor agrees that it will:

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

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

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

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

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

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

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

M. TRRC agrees that it will:

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

15. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by TRRC to Contractor, or created or received by Contractor on behalf of TRRC, is destroyed or returned to TRRC, or, if it is infeasible to return or destroy PHI, **protections are extended to such information, in accordance with the termination provisions in this section.**
- A. **Termination for Cause.** Upon TRRC 's knowledge of a material breach of this Agreement by Contractor, TRRC shall either:
- Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by TRRC;
 - If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
 - If neither termination nor cure is feasible, TRRC shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.
- B. **Effect of Termination.**
- Upon termination of this Agreement, for any reason, TRRC and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify TRRC and obtain instructions from TRRC for either the return or destruction of the PHI.
 - Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes TRRC may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as TRRC may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
 - This Effect of Termination section survives the termination of the Agreement.
16. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit TRRC to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
17. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
18. **All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

(Signatures on following page)

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

BY:

SIGNATURE

DATE

Mayor Doug Jewell

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.

- JoAnn Byrom, Site Manager, Grantville Senior Center
- Robi Higgins, Grantville City Clerk
- Al Grieshaber Jr., Grantville City Manager
-
-
-

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?)
Johann Byrom	City of Grantville	WellSky	Read only
Robi Higgins	City of Grantville	WellSky	Read only
Al Grieshaber Jr.	City of Grantville	WellSky	Read only
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	

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

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

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

**CITY OF GRANTVILLE
PUBLIC NOTICE**

The City of Grantville's annual budget will be submitted to the Mayor and City Council on Monday, July 25, 2022 at 6:30 p.m. at the Glanton Municipal Complex, 123 Lagrange Street, Grantville, Georgia.

The Grantville Fiscal Year 2022-2023 budget and full written text of the proposed Budget Ordinance are available for review in the City Clerk's office at City Hall during regular business hours.

Public Hearings on the proposed Grantville Fiscal Year 2022-2023 budget and proposed millage rate will take place on Tuesday, August 2, 2022 at 9:00 a.m.; Monday, August 8, 2022 at 6:30 p.m.; and Monday, August 22, 2022 at 6:30 p.m. or thereafter at the Glanton Municipal Complex, 123 Lagrange Street, Grantville, Georgia.

The proposed Budget Ordinance will provide a statement of the amount budgeted for anticipated revenues by source and the amount budgeted for expenditures. The Budget Ordinance will be considered for adoption at the regularly scheduled meeting of the Mayor and City Council on Monday, August 22, 2022 at 6:30 p.m. at the Glanton Municipal Complex, 123 Lagrange Street, Grantville, Georgia.



**City of Grantville
Fiscal Years 2023 & 2024
Proposed Budgets**

7/25/2022

Master Copy

CITY OF GRANTVILLE, GEORGIA
SUMMARY OF REVENUES, EXPENDITURES, AND
OTHER FINANCING SOURCES

GENERAL FUND

SUMMARY OF REQUESTED FY 2023 BUDGET

	FY 2023
REVENUES	
Taxes	\$ 2,107,099
Licenses & Permits	140,000
Intergovernmental	284,235
Charge for Services	20,775
Miscellaneous	32,000
Other Financing Sources	<u>1,500</u>
Total Revenues	<u>\$ 2,585,609</u>
EXPENDITURES	
General Government	\$ 415,329
Police	1,481,497
Fire Services	240,000
Code Enforcement/Animal Control	133,767
Roads & Streets	273,813
Street Lights	75,000
Cemetery	30,000
Senior Center	336,458
Parks & Recreation	90,552
Building & Zoning	60,000
Contingency	<u>200,000</u>
Total Operating Expenditures	<u>\$ 3,336,416</u>
OTHER FINANCING SOURCES (USES)	
Operating Transfers In - Muni Court Fund	\$ 203,533
Operating Transfers In - Utilities Funds	152,250
Fund Balance - Municipal Court Fund	195,024
Fund Balance - General Fund	<u>200,000</u>
Total Other Financing Sources (Uses)	<u>\$ 750,807</u>
EXCESS (DEFICIENCY) OF REVENUES & OTHER FINANCING SOURCES VERSUS EXPENDITURES	<u>\$ 0</u>

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
Revenues						
Taxes			\$	\$	\$	\$
	311100	Real Property-Current Year	585,039.53	596,053.79	624,606.40	643,344.60
	311200	Real Property-Prior Year	4,000.00	-	-	-
	311300	Personal Property - Current Year	7,468.56	-	-	-
	311310	Personal Property Taxes - Motor Vehicle	4,227.91	4,500.00	4,500.00	4,500.00
	311315	TAVT Fee	57,458.95	50,000.00	95,500.00	95,500.00
	311320	Mobile Home	639.36	-	-	-
	311350	Personal Property - Railroad Equipment	-	600.00	600.00	600.00
	311400	Personal Property - Prior Year	2,000.00	-	-	-
	311600	Real Estate Transfer (Intangible)	-	-	-	-
	311700	Franchise Taxes - Elect Fund 4% of Rev	54,184.00	58,200.00	58,200.00	58,200.00
	311710	Franchise Tax - Electric	35,000.00	35,500.00	35,500.00	35,500.00
	311750	Franchise Tax - Cable TV	1,000.00	500.00	500.00	500.00
	311760	Franchise Tax - Telephone	2,000.00	1,500.00	1,500.00	1,500.00
	311770	Franchise Tax - Cable TV	-	-	-	-
	313100	Local Option Sales & Use Taxes	650,000.00	760,906.00	962,813.57	1,010,954.24
	314200	Alcoholic Beverage Excise	50,000.00	55,000.00	60,000.00	60,000.00
	316200	Insurance Premium Taxes	232,211.00	247,304.72	263,379.52	280,499.19
	318000	Other Taxes	-	-	-	-
	319900	Other	-	-	-	-
Licenses & Permits						
	321100	Alcoholic Beverage License Fee	13,000.00	6,525.00	1,000.00	1,000.00
	321130	Liquor License Fee	-	5,500.00	12,000.00	12,000.00
	321200	Occupational Tax Fee	22,000.00	23,000.00	40,000.00	40,000.00
	321220	Insurance Co. License Fee	9,500.00	9,500.00	7,000.00	7,000.00
	322100	Building Permits	100,000.00	100,000.00	60,000.00	60,000.00
	322210	Zoning & Land Use	100.00	-	20,000.00	20,000.00
	322230	Sign Permits	25.00	25.00	-	-
	322300	Motor Vehicle Operators	-	-	-	-

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2021		2022		2023		2024	
			Adopted Budget	Adopted Budget	Requested Budget	Requested Budget	Forecasted Budget	Forecasted Budget		
	322900	Other Fees	35.00	1,000.00	-	-	-	-	-	-
	323100	Business License Penalty	-	-	-	-	-	-	-	-
	331000	Federal Govt Grant	-	-	-	-	-	-	-	-
	331150	Indirect	-	-	-	-	-	-	-	-
	331151	Nutrition Program	-	-	-	-	-	-	-	-
	331152	Three Rivers/Sr Citizens	115,000.00	120,000.00	185,000.00	185,000.00	185,000.00	185,000.00	185,000.00	185,000.00
	331311	GOHS Federal Grant	-	-	-	-	-	-	-	-
	333000	Fed Govt Pymt in Lieu of Tax	-	-	-	-	-	-	-	-
	334000	State Government Grants (LMIG)	48,505.83	44,206.63	49,000.00	49,000.00	49,000.00	49,000.00	49,000.00	49,000.00
	334150	Indirect Grant Reimbursement	-	-	-	-	-	-	-	-
	336000	Local Government Grants	-	-	-	-	-	-	-	-
	336010	Local Gov't Grant - Recreation	-	-	-	-	-	-	-	-
	336020	Local Gov't - SRO Reimburse - BOE	36,014.74	42,771.50	50,234.75	50,234.75	51,741.79	51,741.79	51,741.79	51,741.79
	337000	Local Gov't Shared Revenues	-	-	-	-	-	-	-	-
	341100	Admin Court Costs	-	-	-	-	-	-	-	-
	341190	Other (Credit Check Fees)	11,500.00	10,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
	341300	Planning & Dev Fees and chg	-	-	-	-	-	-	-	-
	341320	Impact Fees	-	-	-	-	-	-	-	-
	341400	Printing & Duplicating Service	1,000.00	1,000.00	700.00	700.00	700.00	700.00	700.00	700.00
	341900	Other	-	-	-	-	-	-	-	-
	341910	Election Qualifying Fee	500.00	500.00	400.00	400.00	400.00	400.00	400.00	400.00
	341920	Advertising Fee	-	-	-	-	-	-	-	-
	341950	Convenience Fees	8,000.00	9,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
	342120	Accident Reports	55.00	55.00	-	-	-	-	-	-
	342310	Fingerprinting Fee	15.00	15.00	-	-	-	-	-	-
	343100	Service To Private Property	-	-	-	-	-	-	-	-
	344310	Electric Charges	-	-	-	-	-	-	-	-
	346900	Other Fees	-	100.00	-	-	-	-	-	-
	347200	Activity Fee	-	-	-	-	-	-	-	-

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
	347500	Recreation Fees	500.00	1,000.00	-	-
	347900	Concessions	-	100.00	-	-
	347950	Animal Shelter Fees	200.00	200.00	100.00	100.00
	349300	Bad Check Fees	1,100.00	1,000.00	400.00	400.00
	349900	Notary Fees	150.00	200.00	175.00	175.00
Fines & Forfeitures*	351100	Court Fines	-	-	-	-
(* included in Municipal Court Fund as of FY 2017)	351200	Bonds	-	-	-	-
	351320	Cash Confiscation Revenue	-	-	-	-
	351400	Court - FTA	-	-	-	-
	351920	Technology Assessment Fee	-	-	-	-
Interest	361000	Interest Revenues	4,500.00	10,000.00	2,000.00	2,000.00
Contributions	371000	Contrib & Donations From Pvt Src	-	-	-	-
Miscellaneous	381000	Building/Facility Rentals	15,000.00	20,000.00	20,000.00	20,000.00
	389000	Misc - Other Revenue	-	-	-	-
	389010	Senior Center Lunch Donation	10,000.00	11,000.00	10,000.00	10,000.00
Other Financing Src	392100	Sale of General Fixed Assets	1,500.00	1,500.00	1,500.00	1,500.00
	392200	Property Sale	-	-	-	-
	392300	Sale of Cemetery Lots	1,600.00	1,600.00	-	-
Total Revenues			2,085,029.87	2,229,862.64	2,585,609.24	2,671,114.82

Expenditures

City Council (1110)	511100	Regular Employees	4,800.00	4,800.00	4,800.00	4,800.00
	512200	Social Security FICA contrib	297.60	297.60	297.60	297.60
	512300	Medicare	69.60	69.60	69.60	69.60
	512600	Unemployment Insurance	-	-	-	-

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
	521200	Professional	9,000.00	11,700.00	12,000.00	12,000.00
	521210	Legal, Accounting and Audit	15,000.00	20,000.00	20,000.00	20,000.00
	521325	Election Expense	1,000.00	1,000.00	1,000.00	1,000.00
	522200	Repairs & Maintenance	100.00	100.00	100.00	100.00
	523100	Insurance other than Employee Benefit	5,445.00	8,629.50	9,492.45	10,441.70
	523200	Communications	500.00	500.00	500.00	500.00
	523300	Advertising	1,500.00	1,500.00	2,000.00	2,000.00
	523400	Printing & Binding	2,000.00	2,000.00	3,000.00	3,000.00
	523500	Travel	2,000.00	2,000.00	2,500.00	2,500.00
	523600	Dues & Fees	6,000.00	6,000.00	7,000.00	7,000.00
	523700	Education & Training	4,500.00	4,500.00	4,500.00	4,500.00
	531100	Supplies	1,000.00	1,000.00	1,000.00	1,000.00
	531300	Food	1,000.00	1,000.00	1,000.00	1,000.00
Mayor (1310)	511100	Regular Employees	1,800.00	1,800.00	1,800.00	1,800.00
	512200	Social Security FICA contrib	111.60	111.60	111.60	111.60
	512300	Medicare	26.10	26.10	26.10	26.10
	512600	Unemployment Insurance	-	-	-	-
	512700	Worker's Compensation	-	-	-	-
	521200	Professional	-	-	-	-
	521210	Legal, Accounting and Audit	-	-	-	-
	522210	Vehicle Repairs & Maintenance	1,200.00	1,200.00	1,000.00	1,000.00
	523100	Insurance other than Employee Benefit	-	-	-	-
	523200	Communications	300.00	300.00	300.00	300.00
	523300	Advertising	-	-	-	-
	523500	Travel	4,000.00	4,000.00	2,000.00	2,000.00
	523600	Dues & Fees	200.00	200.00	3,000.00	3,000.00
	523700	Education & Training	2,500.00	2,500.00	3,000.00	3,000.00
	531100	Supplies	500.00	250.00	250.00	250.00

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
	531270	Gasoline/Diesel	500.00	500.00	500.00	500.00
	523400	Printing & Binding	-	-	-	-
Finance (1510)	511100	Regular Employees	14,648.35	33,222.36	34,883.48	35,929.98
	511120	Admin Employees	-	-	-	-
	511130	City Manager	23,808.88	23,647.14	26,594.77	27,392.61
	511200	Temporary Employees	-	-	-	-
	511300	Overtime	3,000.00	5,000.00	4,000.00	4,000.00
	512100	Group Insurance	28,530.54	46,761.81	53,776.08	61,842.49
	512200	Social Security FICA Contribution	2,570.35	3,835.91	4,059.65	4,174.00
	512300	Medicare	601.13	897.11	949.43	976.18
	512400	Retirement Contribution	21,967.80	11,860.45	12,994.11	14,293.53
	512600	Unemployment Insurance	-	-	-	-
	512700	Worker's Compensation	1,890.02	2,469.50	2,762.10	3,038.31
	521100	Official/Administrative	1,000.00	1,000.00	1,000.00	1,000.00
	521200	Professional	50,000.00	50,000.00	50,000.00	50,000.00
	521210	Legal, Accounting & Audit	20,000.00	20,000.00	20,000.00	20,000.00
	521300	Technical	6,500.00	7,000.00	29,630.00	29,630.00
	521330	Tax Collection Fees	3,000.00	3,000.00	3,000.00	3,000.00
	521900	Employee Benefits	1,000.00	-	-	-
	521905	Employee Benefit - Uniforms	-	-	-	-
	522150	Bank charges	10,000.00	8,000.00	8,000.00	8,000.00
	522200	Repairs & Maintenance	3,000.00	3,000.00	3,000.00	3,000.00
	522210	Vehicle Repairs & Maintenance	250.00	250.00	500.00	500.00
	522310	Rental of Land/Builings	-	-	-	-
	522320	Rental of Equip & Vehicles	4,000.00	4,500.00	5,171.00	5,171.00
	523100	Insurance other than Employee Benefit	4,485.47	7,191.80	7,910.98	8,702.08
	523200	Communications	3,000.00	3,000.00	3,000.00	3,000.00
	523210	Communications (Postage)	500.00	550.00	650.00	650.00

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2021	2022	2023	2024
			Adopted Budget	Adopted Budget	Requested Budget	Forecasted Budget
	523300	Advertising	1,500.00	1,500.00	1,500.00	1,500.00
	523400	Printing & Binding	3,000.00	3,000.00	4,500.00	4,500.00
	523500	Travel	5,000.00	5,000.00	5,000.00	5,000.00
	523600	Dues & Fees	4,500.00	5,000.00	5,000.00	5,000.00
	523700	Education & Training	7,000.00	7,000.00	8,000.00	8,000.00
	523800	Uniforms	2,000.00	2,000.00	2,000.00	2,000.00
	523850	Contract Labor	4,500.00	10,000.00	10,000.00	10,000.00
	523900	Other	4,000.00	4,000.00	4,000.00	4,000.00
	531100	Supplies	14,000.00	13,000.00	15,000.00	15,000.00
	531210	Water/Sewage	200.00	200.00	200.00	200.00
	531220	Natural Gas	200.00	1,000.00	1,000.00	1,000.00
	531230	Electricity	1,800.00	1,800.00	1,800.00	1,800.00
	531240	Garbage	-	-	-	-
	531270	Gasoline/Diesel	1,200.00	1,000.00	1,500.00	1,500.00
	531300	Food	500.00	500.00	500.00	500.00
	531400	Books & Periodicals	200.00	200.00	200.00	200.00
	541012	City Hall Improvements	2,000.00	2,000.00	2,000.00	2,000.00
	579000	Contingency	-	-	-	-
Police (3210)			495,979.24	532,333.41	558,950.08	575,718.58
	511100	Regular Employees	-	-	-	-
	511110	Officers Court Duty	-	-	-	-
	511120	Admin Employees	33,812.88	34,030.14	35,731.65	36,803.60
	511300	Overtime	32,061.11	56,553.28	58,249.88	59,997.37
	512100	Group Insurance	133,142.49	151,975.87	174,772.25	200,988.09
	512200	Social Security FICA Contribution	34,834.90	38,620.84	40,481.76	41,696.21
	512300	Medicare	8,146.87	12,928.81	14,447.37	16,181.10
	512400	Retirement Contribution	15,893.76	31,716.36	33,302.18	34,301.24
	512600	Unemployment Insurance	2,500.00	2,500.00	2,500.00	2,500.00
	512700	Worker's Compensation	60,949.15	67,044.07	53,944.00	59,338.40

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	*****			*****		
			2021	2022	2023	2024	2023	2024
			Adopted Budget	Adopted Budget	Requested Budget	Requested Budget	Forecasted Budget	
	521200	Professional	2,000.00	2,000.00	2,500.00	2,500.00	2,500.00	
	521210	Legal, Accounting & Audit	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
	521300	Technical	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
	521900	Employee Benefits	2,000.00	-	-	-	-	
	522200	Repairs & Maintenance	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	
	522210	Vehicle Repairs & Maintenance	35,000.00	40,000.00	40,000.00	40,000.00	40,000.00	
	522320	Rental of Equip & Vehicles	2,000.00	125,000.00	100,000.00	100,000.00	100,000.00	
	523100	Insurance other than Employee Benefit	35,592.27	53,214.70	68,068.39	74,875.22	74,875.22	
	523200	Communications	105,000.00	108,000.00	121,000.00	121,000.00	121,000.00	
	523210	Communications (Postage)	400.00	550.00	550.00	550.00	550.00	
	523300	Advertising	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
	523400	Printing and Binding	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
	523500	Travel	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
	523600	Dues & Fees	1,000.00	750.00	800.00	800.00	800.00	
	523700	Education & Training	7,000.00	6,500.00	6,500.00	6,500.00	6,500.00	
	523800	Uniforms	11,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
	523850	Contract Labor	2,000.00	2,000.00	3,000.00	3,000.00	3,000.00	
	531100	Supplies	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
	531111	K-9 Supplies	2,000.00	3,500.00	3,500.00	3,500.00	3,500.00	
	531200	Inmate Medical & Supplies	8,000.00	4,000.00	4,000.00	4,000.00	4,000.00	
	531201	Food	-	-	-	-	-	
	531210	Water/Sewage	158.00	158.00	200.00	200.00	200.00	
	531220	Natural Gas	200.00	1,000.00	1,000.00	1,000.00	1,000.00	
	531230	Electricity	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
	531270	Gasoline/Diesel	70,000.00	68,000.00	95,000.00	95,000.00	104,500.00	
	531400	Books and Periodicals	-	-	-	-	-	
	542200	Vehicles	-	-	-	-	-	
	542300	Furniture & Fixtures	-	-	-	-	-	
	542500	Equipment	-	-	-	-	-	

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	*****			*****		
			2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget		
Fire Services (3500)	571010	County Contract	261,849.10	226,736.94	240,000.00	247,200.00		
Code Enforcement/ Animal Control (3910)								
	511100	Regular Employees	28,956.25	27,556.48	34,501.68	35,536.73		
	511300	Overtime	-	5,091.84	5,244.60	5,401.93		
	512100	Group Insurance	9,510.18	11,960.45	13,754.52	15,817.70		
	512200	Social Security FICA Contribution	1,795.29	2,024.20	2,464.27	2,538.20		
	512300	Medicare	419.87	473.40	576.32	593.61		
	512400	Retirement Contribution	868.69	1,543.16	1,932.09	1,990.06		
	512600	Unemployment Insurance	-	-	-	-		
	512700	Worker's Compensation	-	-	1,084.60	1,193.06		
	521200	Professional	1,200.00	1,200.00	1,200.00	1,200.00		
	521210	Legal, Accounting & Audit	10,000.00	10,000.00	10,000.00	10,000.00		
	521300	Technical	5,000.00	9,000.00	9,000.00	9,000.00		
	521900	Employee Benefits	-	-	-	-		
	522200	Repairs & Maintenance	1,000.00	1,000.00	1,000.00	1,000.00		
	522210	Vehicle Repairs & Maintenance	500.00	1,000.00	1,000.00	1,000.00		
	522320	Rental of Equip & Vehicles	100.00	100.00	100.00	100.00		
	523100	Insurance other than Employee Benefit	7,183.41	7,901.75	7,959.07	8,754.98		
	523200	Communications	2,000.00	2,000.00	2,000.00	2,000.00		
	523210	Communications (Postage)	500.00	500.00	500.00	500.00		
	523300	Advertising	500.00	500.00	500.00	500.00		
	523400	Printing & Binding	400.00	1,000.00	1,000.00	1,000.00		
	523500	Travel	2,000.00	2,000.00	2,000.00	2,000.00		
	523600	Dues & Fees	2,900.00	2,000.00	2,000.00	2,000.00		
	523700	Education & Training	2,500.00	2,500.00	2,500.00	2,500.00		
	523800	Uniforms	350.00	400.00	400.00	400.00		

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2021		2022		2023		2024	
			Adopted Budget	Adopted Budget	Requested Budget	Requested Budget	Forecasted Budget	Forecasted Budget		
	523850	Contract Labor	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
	523900	Animal Control Expenses	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
	531100	Supplies	2,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
	531210	Water/Sewage	250.00	250.00	250.00	300.00	300.00	300.00	300.00	300.00
	531220	Natural Gas	500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
	531230	Electricity	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00
	531270	Gasoline/Diesel	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
	542200	Vehicles	-	-	-	-	-	-	-	-
Streets (4210)	511100	Regular Employees	25,337.60	49,419.84	62,558.50	62,558.50	64,435.26	64,435.26	64,435.26	64,435.26
	511120	Admin Employees	-	-	-	-	-	-	-	-
	511130	City Manager	-	-	-	-	-	-	-	-
	511200	Temporary Employees	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
	511300	Overtime	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	512100	Group Insurance	43,570.47	20,783.02	23,900.47	23,900.47	27,485.54	27,485.54	27,485.54	27,485.54
	512200	Social Security FICA Contribution	2,500.93	3,994.03	4,808.63	4,808.63	4,924.99	4,924.99	4,924.99	4,924.99
	512300	Medicare	584.90	934.09	1,124.60	1,124.60	1,151.81	1,151.81	1,151.81	1,151.81
	512400	Retirement Contribution	760.13	2,767.51	3,503.28	3,503.28	3,608.37	3,608.37	3,608.37	3,608.37
	512600	Unemployment Insurance	-	-	-	-	-	-	-	-
	512700	Worker's Compensation	32,321.52	35,553.67	21,461.00	21,461.00	23,607.10	23,607.10	23,607.10	23,607.10
	521200	Professional	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
	521210	Legal, Accounting & Audit	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00
	521300	Technical	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	521900	Employee Benefits	1,000.00	-	-	-	-	-	-	-
	522200	Repairs & Maintenance	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
	522210	Vehicle Repairs & Maintenance	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	522320	Rental of Equip & Vehicles	2,000.00	2,000.00	37,500.00	37,500.00	41,250.00	41,250.00	41,250.00	41,250.00
	523100	Insurance other than Employee Benefit	7,183.41	11,506.00	12,656.60	12,656.60	13,922.26	13,922.26	13,922.26	13,922.26
	523200	Communications	3,000.00	3,000.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
	523210	Communications (Postage)	500.00	500.00	550.00	550.00
	523300	Advertising	500.00	500.00	500.00	500.00
	523400	Printing and Binding	500.00	250.00	250.00	250.00
	523500	Travel	500.00	500.00	500.00	500.00
	523600	Dues & Fees	500.00	500.00	1,000.00	1,000.00
	523700	Education & Training	2,000.00	2,000.00	2,000.00	2,000.00
	523800	Uniforms	2,000.00	2,000.00	2,000.00	2,000.00
	523850	Contract Labor	5,150.00	5,150.00	10,000.00	10,000.00
	531100	Supplies	18,000.00	18,000.00	18,000.00	18,000.00
	531210	Water/Sewage	500.00	500.00	500.00	500.00
	531220	Natural Gas	200.00	2,000.00	2,000.00	2,000.00
	531230	Electricity	10,000.00	10,000.00	10,000.00	10,000.00
	531270	Gasoline/Diesel	5,500.00	5,500.00	5,500.00	5,500.00
	542200	Vehicles	-	-	-	-
	542500	Equipment	2,000.00	1,000.00	1,000.00	1,000.00
Street Lights (4260)	531230	Electricity - Street Lights	70,000.00	70,000.00	75,000.00	75,000.00
Cemetery (4950)	522140	Cemetery	25,000.00	25,000.00	30,000.00	30,000.00
Senior Center (5500)	511100	Regular Employees	85,546.76	101,521.56	133,805.68	137,819.85
	511300	Overtime	-	-	-	-
	512100	Group Insurance	28,530.53	38,968.17	44,813.40	51,535.40
	512200	Social Security FICA Contribution	5,303.90	6,294.34	8,295.95	8,544.83
	512300	Medicare	1,240.43	1,472.06	1,940.18	1,998.39
	512400	Retirement Contribution	2,566.40	5,685.21	7,493.12	8,242.43
	512600	Unemployment Insurance	400.00	400.00	400.00	400.00
	512700	Worker's Compensation	2,750.00	3,025.00	3,327.50	3,660.25
	521200	Professional	100.00	100.00	100.00	100.00

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
	521210	Legal, Accounting & Audit	6,400.00	6,500.00	6,500.00	6,500.00
	521300	Technical	4,000.00	4,000.00	4,500.00	5,000.00
	521900	Employee Benefits	1,000.00	-	-	-
	522200	Repairs & Maintenance	2,500.00	5,000.00	5,000.00	5,000.00
	522210	Vehicle Repairs & Maintenance	1,500.00	1,500.00	2,000.00	2,000.00
	523100	Insurance other than Employee Benefit	85.18	143.00	157.30	173.03
	523200	Communications	1,500.00	1,500.00	1,500.00	1,500.00
	523210	Communications (Postage)	500.00	525.00	525.00	525.00
	523300	Advertising	500.00	500.00	500.00	500.00
	523400	Printing & Binding	200.00	200.00	250.00	250.00
	523500	Travel	400.00	400.00	400.00	400.00
	523600	Dues & Fees	300.00	300.00	350.00	350.00
	523700	Education & Training	500.00	500.00	500.00	500.00
	523800	Uniforms	800.00	800.00	800.00	800.00
	523850	Contract Labor	4,500.00	4,500.00	4,500.00	4,500.00
	531100	Supplies	11,000.00	20,000.00	21,000.00	21,000.00
	531210	Water/Sewage	300.00	300.00	300.00	300.00
	531220	Natural Gas	600.00	1,500.00	1,500.00	1,500.00
	531230	Electricity	4,000.00	3,000.00	3,000.00	3,000.00
	531270	Gasoline/Diesel	3,000.00	3,000.00	3,000.00	3,000.00
	531300	Food	66,000.00	70,000.00	80,000.00	88,000.00
	542200	Vehicles	-	-	-	-
	542500	Equipment	-	-	-	-
	579000	Contingency	-	-	-	-
Parks & Rec (6120)	511100	Regular Employees	10,000.00	10,000.00	13,650.00	14,059.50
	511300	Overtime	-	-	-	-
	512100	Group Insurance	-	-	-	-
	512200	Social Security FICA Contribution	620.00	620.00	846.30	871.69

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
	512300	Medicare	145.00	145.00	197.93	203.86
	512400	Retirement Contribution	-	-	-	-
	512600	Unemployment Insurance	-	-	-	-
	512700	Worker's Compensation	3,000.00	3,000.00	3,300.00	3,630.00
	521200	Professional	2,500.00	7,000.00	7,000.00	7,000.00
	521210	Legal, Accounting & Audit	4,000.00	7,500.00	7,500.00	7,500.00
	521300	Technical	5,000.00	5,000.00	6,000.00	5,500.00
	521900	Employee Benefits	-	-	-	-
	522200	Repairs & Maintenance	7,500.00	7,000.00	7,000.00	2,500.00
	522210	Vehicle Repairs & Maintenance	2,000.00	-	-	-
	522320	Rental of Equip & Vehicles	1,000.00	-	-	-
	523100	Insurance other than Employee Benefit	100.00	143.00	157.30	173.03
	523200	Communications	5,000.00	6,500.00	6,500.00	6,500.00
	523210	Communications (Postage)	500.00	400.00	550.00	550.00
	523300	Advertising	400.00	400.00	400.00	400.00
	523400	Printing & Binding	300.00	300.00	300.00	300.00
	523500	Travel	200.00	200.00	200.00	200.00
	523600	Dues & Fees	250.00	250.00	250.00	450.00
	523700	Education & Training	250.00	250.00	250.00	250.00
	523800	Uniforms	250.00	250.00	250.00	250.00
	523850	Contract Labor	11,000.00	11,000.00	11,000.00	11,000.00
	531100	Supplies	15,000.00	12,000.00	12,000.00	12,000.00
	531210	Water/Sewage	2,000.00	2,000.00	2,500.00	3,000.00
	531220	Natural Gas	800.00	1,500.00	1,500.00	1,500.00
	531230	Electricity	6,000.00	8,000.00	8,000.00	8,000.00
	531270	Gasoline/Diesel	3,500.00	1,000.00	1,000.00	1,000.00
	531300	Food	500.00	200.00	200.00	200.00
	542500	Equipment	-	-	-	-
	579000	Contingency	-	-	-	-

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
Bldg & Zoning (7410)	521200	Professional	45,000.00	55,000.00	60,000.00	60,000.00
	523700	Education & Training	-	-	-	-
Contingency (1052)	579000	Contingency	73,983.87	-	200,000.00	200,000.00
		GF Allocation to Utilities Funds	-	-	-	-

Total Expenditures			2,601,836.92	2,866,884.67	3,336,416.39	3,462,745.45
Excess (Shortage) of Revenues versus Operating Expenditures			(516,807.04)	(637,022.03)	(750,807.15)	(791,630.63)

Other Financing Sources (Uses)						
0000	581000	Sale of Capital Assets	-	-	-	-
0000	391100	Debt Service Interest	-	-	-	-
0000	391200	Operating transfers in - from Muni Court Fund	151,377.77	129,453.38	203,532.74	199,374.40
0000	391100	Transfers in - Utility Funds - Fund Balance	105,000.00	175,824.65	-	-
0000	391100	Operating transfers in - from Utilities Funds	-	-	-	-
0000	391100	Operating transfers in - from Electric Fund	101,250.00	-	114,750.00	114,750.00
0000	391100	Operating transfers in - from Gas Fund	34,200.00	-	37,500.00	37,500.00
		Fund Balance - General Fund - xfrs in	-	-	200,000.00	200,000.00
0000	391300	Fund Balance - Municipal Court - xfrs in	124,979.27	331,744.00	195,024.41	240,006.23

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
General Fund (Fund 100)

Dept/Class	Account #	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
		Fund Balance - Solid Waste Fund	-	-	-	-
		Fund Balance - Utilities Funds	-	-	-	-
9000	611000	Transfers out	-	-	-	-

Income (Loss) after Other Financing Sources (Uses)

\$	(0.00)	\$	(0.00)	\$	0.00	\$	(0.00)
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CITY OF GRANTVILLE, GEORGIA
SUMMARY OF REVENUES, EXPENDITURES, AND
OTHER FINANCING SOURCES

MUNICIPAL COURT FUND (FUND 745)

SUMMARY OF REQUESTED FY 2023 BUDGET

	FY 2023
REVENUES	
Fines & Forfeitures*	\$ 480,000
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Total Revenues	\$ 480,000
	<hr/>
EXPENDITURES	
Court*	\$ 280,626
	<hr/>
Total Operating Expenditures	280,626
	<hr/>
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 199,374
	<hr/>
OTHER FINANCING SOURCES (USES)	
Operating Transfers Out - Gen Fund	\$ (199,374)
	<hr/>
Total Other Financing Sources (Uses)	\$ (199,374)
	<hr/>
EXCESS (DEFICIENCY) OF REVENUES & OTHER FINANCING SOURCES VERSUS EXPENDITURES	\$ -
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** Included in General Fund (Fund 100) up through Fiscal Year 2016*

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
Municipal Court Fund (Fund 745)

Dept/Class	Account Number	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
Revenues						
Fines & Forfeitures						
	351100	Court Fines	\$ 370,000.00	\$ 335,000.00	\$ 430,000.00	\$ 430,000.00
	351200	Bonds	-	-	-	-
	351320	Cash Confiscation Revenue	-	-	-	-
	351400	Court - FTA	25,000.00	20,000.00	30,000.00	30,000.00
	351920	Technology Assessment Fee	20,000.00	40,000.00	20,000.00	20,000.00
Total Revenues			415,000.00	395,000.00	480,000.00	480,000.00

Expenditures						
Court (3230)	351900	Other (Indigent Defense Fund)	17,000.00	20,000.00	22,000.00	22,000.00
	511100	Regular Employees	40,190.02	53,831.19	37,793.60	39,683.28
	511120	Admin Employees (Baillifs)	6,000.00	6,000.00	6,000.00	6,000.00
	511200	Temporary Employees	12,000.00	12,000.00	12,000.00	12,000.00
	511300	Overtime	-	6,000.00	5,000.00	5,000.00
	512100	Group Insurance	10,566.86	16,236.74	17,860.41	17,860.41
	512200	Social Security FICA Contribution	3,607.78	4,453.53	3,459.20	3,576.36
	512300	Medicare	843.76	1,041.55	809.01	1,426.00
	512400	Retirement Contribution	1,205.70	3,014.55	2,116.44	2,328.09
	512700	Worker's Compensation	2,148.23	2,363.06	572.00	629.20
	521200	Professional	4,000.00	9,000.00	9,000.00	9,000.00
	521210	Legal, Accounting & Audit	17,000.00	17,000.00	7,000.00	7,000.00
	521220	RC Judge	24,000.00	24,000.00	40,000.00	40,000.00
	521230	Solicitor	-	-	-	-
	521300	Technical	6,000.00	7,000.00	7,000.00	7,000.00

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City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
Municipal Court Fund (Fund 745)

Dept/Class	Account Number	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
	521350	Technology Upgrade Fund - Court	8,000.00	16,000.00	16,000.00	16,000.00
	521355	Technology Upgrade Fund - PD	12,000.00	24,000.00	24,000.00	24,000.00
	521900	Employee Benefits	-	-	-	-
	522200	Repairs & Maintenance	250.00	1,000.00	1,000.00	1,000.00
	522320	Rental of Equip & Vehicles	2,000.00	2,000.00	3,000.00	3,000.00
	523100	Insurance other than Employee Benefits	7,509.93	11,506.00	12,656.60	13,922.26
	523200	Communications	2,000.00	2,000.00	2,000.00	2,000.00
	523210	Communications (Postage)	600.00	600.00	600.00	600.00
	523300	Advertising	100.00	500.00	500.00	500.00
	523400	Printing & Binding	600.00	700.00	1,000.00	1,000.00
	523500	Travel	5,000.00	5,000.00	5,000.00	5,000.00
	523600	Dues & Fees	500.00	700.00	500.00	500.00
	523700	Education & Training	1,500.00	5,000.00	5,000.00	5,000.00
	523800	Uniforms	500.00	500.00	500.00	500.00
	523850	Contract Labor	2,000.00	2,500.00	2,500.00	2,500.00
	523900	Other	-	-	-	-
	531100	Supplies	4,000.00	9,000.00	9,000.00	9,000.00
	531210	Water/Sewage	200.00	200.00	200.00	200.00
	531220	Natural Gas	300.00	900.00	900.00	900.00
	531230	Electricity	1,500.00	1,500.00	1,500.00	1,500.00
	552400	"Add On" Fines (Paid to GSCCCA)	-	-	-	-
	579000	Contingency	-	-	20,000.00	20,000.00
Total Expenditures			193,122.27	265,546.62	276,467.26	280,625.60
Excess (Shortage) of Revenues versus Operating Expenditures			221,877.73	129,453.38	203,532.74	199,374.40

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
Municipal Court Fund (Fund 745)

Dept/Class	Account Number	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
		Other Financing Sources (Uses)				
		Sale of Capital Assets	-	-	-	-
	581000	Debt Service Interest	-	-	-	-
	391100	Operating transfers in - Utilities Funds	-	-	-	-
		Fund Balance - General Fund - Unassigned:	-	-	-	-
		Fund Balance - Tech Upgrade	-	-	-	-
3210	611000	Transfers out	-	-	-	-
9000	611000	Transfers out - to Gen Fund	(221,877.73)	(129,453.38)	(203,532.74)	(199,374.40)

Income (Loss) after Other Financing Sources (Uses)

\$	-	\$	-	\$	-	\$
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CITY OF GRANTVILLE, GEORGIA

PROPRIETARY FUNDS

SUMMARY OF RREQUESTED FY 2023 BUDGETS

	Business-Type Activities - Enterprise Funds				Totals
	Water & Sewer Fund	Electric Fund	Gas Fund	Solid Waste Fund	
OPERATING REVENUE					
Charges for Sales and Services	\$ 1,060,100	\$ 1,500,000	\$ 500,000	\$ 225,000	\$ 3,285,100
Total Operating Revenues	1,060,100	1,500,000	500,000	225,000	3,285,100
OPERATING EXPENSES					
Cost of Sales & Services	265,000	925,000	172,000	200,000	1,562,000
General Operating Costs	987,056	387,500	265,500	25,000	1,665,056
Depreciation & Amortization	250,000	118,000	48,000	0	416,000
Total Operating Expenses	1,502,056	1,430,500	485,500	225,000	3,643,056
EXCESS (SHORTAGE) OF OPERATING REVENUE	(441,956)	69,500	14,500	0	(357,956)
VERSUS OPERATING EXPENSES					
Debt Service Interest Expense	(21,131)	0	0	0	(21,131)
Investment Interest Income (Loss)	0	43,000	23,000	0	66,000
Capital Contributions	120,000	0	0	0	120,000
Transfers In - Other Funds	150,000	0	0	0	150,000
Transfers Out - Other Funds - 7.5% of Revenues	0	(112,500)	(37,500)	0	(150,000)
Operating Transfers Out - GEFA	(93,797)	0	0	0	(93,797)
Transfers In - Fund Balance	286,884	0	0	0	286,884
Contingency for Future Operations / Improvements	0	0	0	0	0
INCOME (LOSS) AFTER	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES (USES)					

City of Grantville
City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
Water & Sewer Fund (Fund 505)

Account Number	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
Revenues					
505-0000-		\$	\$	\$	\$
344210	Water charges	487,000.00	520,000.00	530,000.00	530,000.00
344211	Water tap fee	5,500.00	-	-	-
344230	Sewage charges	413,000.00	445,000.00	455,000.00	455,000.00
344231	Sewer tap fee	21,000.00	-	-	-
344291	Connect fee	14,000.00	14,000.00	15,000.00	15,000.00
344290	Late fee	70,400.00	60,000.00	60,000.00	60,000.00
381000	Rents	-	-	-	-
361000	Interest revenues	100.00	200.00	100.00	100.00

Total Revenues		1,011,000.00	1,039,200.00	1,060,100.00	1,060,100.00
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Account Number	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
Expenditures					
505-4440-					
505-4330-					
531510	Water Purchased	265,000.00	265,000.00	265,000.00	265,000.00
511100	Regular employees	119,629.95	150,232.08	157,597.13	165,476.99
511120	Admin employees	-	-	-	-
511130	City manager	13,888.51	13,794.17	15,496.12	16,270.93
511300	Overtime	6,002.00	15,000.00	10,000.00	10,300.00
512100	Group insurance	29,217.45	35,808.90	39,389.79	43,328.77
512200	Social Security FICA contrib	8,650.27	11,099.63	11,351.78	11,906.97
512300	Medicare	2,023.05	2,595.88	2,654.85	2,654.85
512400	Retirement Contribution	4,185.61	10,025.47	11,200.00	12,320.00
512600	Unemployment insurance	240.00	240.00	240.00	240.00
512700	Worker's compensation	3,682.34	4,050.58	6,225.00	6,847.50
521200	Professional	12,000.00	35,000.00	35,000.00	35,000.00
521210	Legal, accounting and audit	8,000.00	8,000.00	8,000.00	8,000.00

City of Grantville
City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
Water & Sewer Fund (Fund 505)

Account Number	Account Description	*****		
		2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget

				2024 Forecasted Budget
521300	Technical	98,181.60	100,000.00	105,000.00
521900	Employee benefits	-	-	-
522200	Repairs and maintenance	9,500.00	16,000.00	16,000.00
522210	Repairs and maintenance (vehicles)	2,500.00	2,500.00	2,500.00
522320	Rental of equip and vehicles	3,000.00	28,000.00	28,000.00
523100	Insurance other than emp benefit	6,709.57	10,068.30	11,075.13
523200	Communications	2,000.00	2,000.00	2,500.00
523210	Communications (postage)	1,500.00	1,500.00	2,000.00
523300	Advertising	300.00	300.00	300.00
523400	Printing and Binding	400.00	1,000.00	1,000.00
523500	Travel	110.00	110.00	110.00
523600	Dues and Fees	1,000.00	1,000.00	1,000.00
523700	Education and Training	1,500.00	1,500.00	1,500.00
523800	Uniforms	1,200.00	1,500.00	2,000.00
523850	Contract Labor	6,000.00	11,000.00	40,000.00
523900	Other	-	-	-
531100	Supplies	16,000.00	16,000.00	16,000.00
531210	Water/Sewage	7,500.00	7,500.00	7,500.00
531220	Natural Gas	3,000.00	3,000.00	3,000.00
531230	Electricity	24,000.00	24,000.00	24,000.00
531270	Gasoline/Diesel	3,000.00	3,000.00	4,950.00
542200	Vehicles	-	-	-
542500	Eqjupment	-	-	-
505-4440	511100 Regular employees	122,681.24	155,232.08	167,141.21
	511120 Admin employees	-	-	-
	511130 City manager	13,888.51	13,794.17	15,496.12
	511300 Overtime	6,002.00	15,000.00	15,450.00
	512100 Group insurance	30,908.16	38,366.68	44,121.68
				175,498.27
				16,270.93
				15,913.50
				50,739.93

City of Grantville
 City of Grantville
 Trend Analysis for FY 2023 & FY 2024 Budgets
 Water & Sewer Fund (Fund 505)

Account Number	Account Description	*****			
		2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	

			2024 Forecasted Budget		
512200	Social Security FICA contrib	8,839.45	11,409.63	12,281.41	12,876.33
512300	Medicare	2,067.29	2,668.38	2,872.27	3,011.40
512400	Retirement Contribution	1,678.61	8,693.00	9,359.91	9,827.90
512600	Unemployment insurance	200.00	200.00	200.00	200.00
512700	Worker's compensation	7,027.68	7,730.45	8,503.49	9,353.84
521200	Professional	28,000.00	28,000.00	25,000.00	25,000.00
521210	Legal, accounting and audit	9,000.00	9,000.00	9,000.00	9,000.00
521300	Technical	20,000.00	20,000.00	15,000.00	15,000.00
521900	Employee benefits	-	-	-	-
521905	Employee benefit - uniforms	-	-	-	-
522200	Repairs and maintenance	2,700.00	2,700.00	3,000.00	3,000.00
522210	Repairs and maintenance (vehicles)	2,000.00	2,500.00	2,500.00	2,500.00
522320	Rental of equip and vehicles	500.00	500.00	500.00	500.00
523100	Insurance other than emp benefit	6,600.43	10,068.30	7,040.00	7,744.00
523200	Communications	8,500.00	8,500.00	8,500.00	8,500.00
523210	Communications (postage)	1,225.00	1,500.00	2,000.00	2,000.00
523300	Advertising	500.00	500.00	500.00	500.00
523400	Printing and Binding	400.00	400.00	400.00	400.00
523500	Travel	250.00	250.00	250.00	250.00
523600	Dues and Fees	2,600.00	2,600.00	2,600.00	2,600.00
523700	Education and Training	1,500.00	1,500.00	1,500.00	1,500.00
523800	Uniforms	1,500.00	1,500.00	3,000.00	3,000.00
523850	Contract Labor	12,000.00	20,000.00	45,000.00	45,000.00
523900	Other	-	-	-	-
531100	Supplies	13,500.00	13,500.00	13,500.00	13,500.00
531210	Water/Sewage	200.00	200.00	200.00	200.00
531220	Natural Gas	300.00	1,000.00	300.00	300.00
531230	Electricity	3,000.00	3,000.00	2,000.00	2,000.00

City of Grantville
 City of Grantville
 Trend Analysis for FY 2023 & FY 2024 Budgets
 Water & Sewer Fund (Fund 505)

		*****	*****	*****	*****
		2021	2022	2023	2024
Account Number	Account Description	Adopted Budget	Adopted Budget	Requested Budget	Forecasted Budget
531270	Gasoline/Diesel	2,500.00	2,500.00	4,700.00	5,170.00
542200	Vehicles	-	-	-	-
542500	Equipment	-	-	-	-
574000	Bad Debts	-	-	-	-
724420	Other	-	-	-	-
505-4410	Depreciation expense	263,680.00	250,000.00	250,000.00	250,000.00
505-4410	Amortization expense	320.00	-	-	-
Total Expenditures		1,233,988.72	1,413,637.69	1,502,055.90	1,538,244.75
Excess (Shortage) of Revenues versus Operating Expenditures		(222,988.72)	(374,437.69)	(441,955.90)	(478,144.75)
Other Financing Sources (Uses)					
505-374215	Contributions for cap assets	76,242.00	76,242.00	120,000.00	120,000.00
505-582300	Debt Service Interest	(35,051.00)	(35,051.00)	(21,131.00)	(16,767.00)
505-391100	Operating transfers in	-	-	-	-
505-391100	Operating transfers in - Electric Fund	101,250.00	109,125.00	112,500.00	112,500.00
505-391100	Operating transfers in - Gas Fund	34,200.00	34,950.00	37,500.00	37,500.00
505-391100	Utilities Fund Balance - transfers in	132,853.72	303,138.69	286,883.90	322,478.75
505-4330	Operating transfers out (GEFA)	(17,669.00)	(22,000.00)	-	-
505-4440	Operating transfers out (GEFA)	(93,837.00)	(91,967.00)	(93,797.00)	(97,567.00)
505-4330	Contingency for Future Operations	25,000.00	-	-	-
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

City of Grantville
 Trend Analysis for FY 2023 & FY 2024 Budgets
 Electric Fund (Fund 510)

Account Number	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
Revenues					
510-0000-					
344310	Electric charges	\$ 1,300,000.00	\$ 1,404,000.00	\$ 1,450,000.00	\$ 1,450,000.00
344311	Yard lights	50,000.00	51,000.00	50,000.00	50,000.00
344312	Reconnect fees	3,200.00	-	-	-
344314	Late charges	400.00	-	-	-
361000	Interest revenues	-	-	-	-
381003	Sale of Excess Capacity	1,000.00	-	-	-
Total Revenues		1,354,600.00	1,455,000.00	1,500,000.00	1,500,000.00

Expenditures					
510-4600-					
531530	Electricity Purchases	900,000.00	865,000.00	925,000.00	925,000.00
511100	Regular employees	88,357.42	117,031.25	124,861.29	131,104.35
511120	Admin employees	-	-	-	-
511130	City manager	13,888.51	13,794.17	15,496.12	16,270.93
511300	Overtime	8,002.00	11,600.00	13,185.00	13,580.55
512100	Group insurance	19,073.21	20,462.23	23,531.56	27,061.30
512200	Social Security FICA contrib	6,835.37	8,830.38	9,519.63	9,979.26
512300	Medicare	1,598.59	2,065.17	2,226.36	2,333.86
512400	Retirement Contribution	3,307.44	6,553.75	6,992.23	7,341.84
512600	Unemployment insurance	450.00	450.00	450.00	450.00
512700	Worker's compensation	5,405.07	5,945.58	5,000.00	5,500.00
521900	Employee benefits	1,000.00	-	0.00	0.00
521200	Professional	1,600.00	4,000.00	7,500.00	7,500.00
521210	Legal, accounting and audit	8,000.00	8,000.00	8,000.00	8,000.00
521300	Technical	12,000.00	14,000.00	12,000.00	12,000.00
521905	Employee benefit - uniforms	-	-	-	-

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
Electric Fund (Fund 510)

Account Number	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
522150	Bank charges	-	-	-	-
522200	Repairs and maintenance	5,000.00	5,000.00	3,000.00	3,000.00
522210	Repairs and maintenance (vehicles)	6,500.00	6,500.00	6,500.00	6,500.00
522320	Rental of equip and vehicles	1,000.00	26,000.00	1,500.00	1,500.00
523100	Insurance other than emp benefit	7,046.31	10,068.30	7,150.00	7,865.00
523200	Communications	3,550.00	3,550.00	3,500.00	3,500.00
523210	Communications (postage)	1,800.00	1,800.00	2,000.00	2,000.00
523300	Advertising	500.00	500.00	250.00	250.00
523400	Printing and Binding	750.00	750.00	500.00	500.00
523500	Travel	500.00	500.00	500.00	500.00
523600	Dues and Fees	2,400.00	2,000.00	1,500.00	1,500.00
523700	Education and Training	2,000.00	2,000.00	2,000.00	2,000.00
523800	Uniforms	2,500.00	2,500.00	2,500.00	2,500.00
523850	Contract Labor	21,000.00	40,000.00	45,000.00	45,000.00
523900	Other	150.00	150.00	150.00	150.00
531100	Supplies	20,000.00	40,000.00	30,000.00	30,000.00
531210	Water/Sewage	200.00	200.00	200.00	200.00
531220	Natural Gas	280.00	900.00	500.00	500.00
531230	Electricity	3,000.00	3,000.00	1,000.00	1,000.00
531270	Gasoline/Diesel	5,000.00	5,000.00	5,000.00	5,000.00
542200	Vehicles	-	-	-	-
542500	Equipment	-	-	-	-
563000	Depreciation Expense	103,000.00	118,000.00	118,000.00	118,000.00
574000	Bad Debts	3,000.00	1,000.00	1,000.00	1,000.00
579000	Contingency	-	41,724.18	44,987.80	31,912.91
Total Expenditures		1,258,693.93	1,388,875.00	1,430,500.00	1,430,500.00

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
Electric Fund (Fund 510)

Account Number	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
Excess (Shortage) of Revenues versus					
Operating Expenditures					
510-0000		95,906.07	66,125.00	69,500.00	69,500.00
363000	Unrealized Gain or Loss	60,000.00	43,000.00	43,000.00	43,000.00
371000	Contrib from Capital Assets	-	-	-	-
381003	Sale of Excess Capacity	-	-	-	-
391100	Operating transfers in	-	-	-	-
510-4600	Operating transfers out - 7.5% of revs	(101,250.00)	(109,125.00)	(112,500.00)	(112,500.00)
510-9000	Operating transfers out	-	-	-	-
510-0000	Contingency for Future Operations	54,656.07	-	-	-
Income (Loss) after Other Financing Sources (Uses)		\$ -	\$ (0.00)	\$ (0.00)	\$ (0.00)

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
Gas Fund (Fund 515)

Account Number	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
Revenues					
515-0000-					
344410	Gas charges	\$ 456,000.00	\$ 466,000.00	\$ 500,000.00	\$ 510,000.00
344413	Tap fees	-	-	-	-
361000	Interest revenues	-	200.00	-	-
344600	M/GAG portfolio return	24,000.00	23,000.00	23,000.00	23,000.00
Total Revenues		480,000.00	489,200.00	523,000.00	533,000.00
Expenditures					
515-4700					
531520	Gas	165,000.00	125,000.00	172,000.00	172,000.00
511100	Regular employees	74,179.11	101,633.02	107,614.31	112,995.03
511120	Admin employees	-	-	-	-
511130	City manager	13,888.51	13,794.17	15,496.12	16,270.93
511300	Overtime	6,002.00	11,000.00	11,000.00	11,000.00
512100	Group insurance	14,001.11	12,788.89	14,707.22	16,913.31
512200	Social Security FICA contrib	5,832.32	7,838.49	8,314.85	8,696.49
512300	Medicare	1,282.16	1,307.81	1,333.96	1,360.64
512400	Retirement Contribution	1,739.55	5,691.45	6,026.40	6,327.72
512600	Unemployment insurance	400.00	400.00	400.00	400.00
512700	Worker's compensation	3,310.20	3,641.22	1,075.00	1,182.50
521900	Employee benefits	-	-	-	-
521200	Professional	1,500.00	3,200.00	6,000.00	6,000.00
521210	Legal, accounting and audit	5,500.00	6,000.00	6,000.00	6,000.00
521300	Technical	23,000.00	24,000.00	20,000.00	20,000.00
521905	Employee benefit - uniforms	-	-	-	-
522150	Bank charges	-	-	-	-
522200	Repairs and maintenance	1,500.00	1,500.00	1,500.00	1,500.00
522210	Repairs and maintenance (vehicles)	1,500.00	4,000.00	4,000.00	4,000.00
522320	Rental of equip and vehicles	500.00	25,500.00	2,000.00	2,000.00
523100	Insurance other than emp benefit	6,655.00	10,068.30	11,075.13	12,182.64
523200	Communications	2,400.00	2,400.00	2,400.00	2,400.00

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
Gas Fund (Fund 515)

Account Number	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
523210	Communications (postage)	2,000.00	2,000.00	2,200.00	2,200.00
523300	Advertising	300.00	300.00	300.00	300.00
523400	Printing and Binding	1,200.00	1,200.00	1,200.00	1,200.00
523500	Travel	1,000.00	1,000.00	1,000.00	1,000.00
523600	Dues and Fees	1,300.00	1,300.00	2,000.00	2,000.00
523700	Education and Training	2,000.00	2,000.00	2,000.00	2,000.00
523800	Uniforms	800.00	1,350.00	1,500.00	1,500.00
523850	Contract Labor	20,000.00	9,000.00	11,000.00	11,000.00
523900	Other	-	-	-	-
531100	Supplies	9,000.00	9,000.00	7,000.00	7,000.00
531210	Water/Sewage	200.00	200.00	200.00	200.00
531220	Natural Gas	750.00	1,600.00	2,260.00	2,260.00
531230	Electricity	1,000.00	1,000.00	1,000.00	1,000.00
531270	Gasoline/Diesel	3,000.00	3,000.00	5,000.00	5,500.00
542200	Vehicles	-	-	-	-
542500	Equipment	-	-	-	-
563000	Depreciation expense	45,655.00	48,000.00	48,000.00	48,000.00
574000	Bad Debts	2,500.00	100.00	2,500.00	2,500.00
579000	Contingency	-	13,436.66	7,397.00	5,860.74
581000	Debt service	-	-	-	-
582000	Interest expense	-	-	-	-
Total Expenditures		418,894.96	454,250.00	485,500.00	494,750.00

Excess (Shortage) of Revenues versus
Operating Expenditures

515-	371000	Contrib from Capital Assets	-	-	-
	391100	Operating transfers in	-	-	-
			61,105.04	37,500.00	38,250.00

City of Grantville
Trend Analysis for FY 2023 & FY 2024 Budgets
Gas Fund (Fund 515)

Account Number	Account Description	*****			
		2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
611000	Operating transfers out - 7.5% of rev:	(34,200.00)	(34,950.00)	(37,500.00)	(38,250.00)
381004	Contingency for Future Operations	26,905.04	-	-	-
Income (Loss) after Other Financing Sources (Uses)		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

City of Grantville
 Trend Analysis for FY 2023 & FY 2024 Budgets
 Solid Waste Fund (Fund 540)

Account Number	Account Description	2021 Adopted Budget	2022 Adopted Budget	2023 Requested Budget	2024 Forecasted Budget
Revenues					
540-0000-	344110 Refuse collection fees	\$ 203,000.00	\$ 215,000.00	\$ 225,000.00	\$ 230,000.00
Total Revenues		203,000.00	215,000.00	225,000.00	230,000.00
Expenditures					
540-4500-	511100 Regular Employees	13,023.30	19,791.93	15,909.51	16,704.99
	512200 Social Security FICA Contribution	807.44	1,227.10	986.39	1,035.71
	512300 Medicare	188.84	286.98	230.69	242.22
	512400 Retirement Contribution	390.70	593.76	890.93	935.48
	523900 Contract Refuse Collection	195,000.00	195,000.00	200,000.00	205,000.00
	574000 Bad Debts	500.00	500.00	500.00	500.00
	579000 Contingency	-	-	6,482.48	5,581.60
Total Expenditures		209,910.28	217,399.77	225,000.00	230,000.00
Excess (Shortage) of Operating Revenues versus Operating Expenditures					
		(6,910.28)	(2,399.77)	(0.00)	0.00
540-	391100 Operating transfers in	-	-	-	-
540-4500-	611000 Operating transfers out	-	-	-	-
540-0000	391200 Fund Balance - Transfers in	6,910.28	2,399.77	-	-
	381004 Fund Balance - Transfers to	-	-	-	-
	381004 Contingency for Future Operations	-	-	-	-
Income (Loss) after Other Financing Sources (Uses)		\$ -	\$ -	\$ (0.00)	\$ 0.00

CITY OF GRANTVILLE, GEORGIA
SPECIAL REVENUE FUNDS
DRUG FUND (FUND 210)
REQUESTED FY 2023 BUDGET

	<u>DRUG FUND (FUND 210)</u>
REVENUES	
Confiscations (210-0000-351320)	\$ 250,000
Other	0
<hr/>	
Total Revenues	<u>\$ 250,000</u>
 EXPENDITURES	
Public Safety (210-3210-523900)	\$ 250,000
<hr/>	
Total Expenditures	<u>\$ 250,000</u>

CITY OF GRANTVILLE, GEORGIA

SPECIAL REVENUE FUNDS

AMERICAN RESCUE PLAN (ARP) FUND - (FUND 230)

REQUESTED FY 2023 BUDGET

	<u>ARP FUND (FUND 230)</u>
REVENUES	
<hr/>	
ARP Revenues (230-0000-332100)	\$ 1,038,453
<hr/>	
Total Revenues	<u>\$ 1,038,453</u>
EXPENDITURES	
<hr/>	
ARP W&S Expenditures (230-4330-542500)	\$ 400,000
ARP Salary Expenditures (230-1510-511100)	\$ 125,000
ARP Other Expenditures (230-1052-57900)	\$ 513,453
<hr/>	
Total Expenditures	<u>\$ 1,038,453</u>

CITY OF GRANTVILLE, GEORGIA
SPECIAL REVENUE FUNDS
CEMETERY TRUST FUND (FUND 785)
PRIVATE-PURPOSE, FIDUCIARY TRUST FUND
REQUESTED FY 2023 BUDGET

CEMETERY TRUST FUND (FUND 785)

REVENUES

Real Property - Current Yr (785-0000-311100)	\$ 5,000
Misc - Other Revenue (785-0000-389000)	0
<hr/>	
Total Revenues	<u>\$ 5,000</u>

EXPENDITURES

Contract Labor (785-4590-523850)	4,500
Supplies (785-4590-531100)	500
<hr/>	
Total Expenditures	<u>\$ 5,000</u>

**CITY OF GRANTVILLE
MILLAGE RATE AND PROPERTY TAX HISTORY**

<u>Tax Year</u>	<u>Net Digest</u>	<u>City Millage Rate</u>	<u>Taxes Levied</u>
2008	\$53,864,862	3.99	\$214,921
2009	\$53,564,197	4.49	\$240,503
2010	\$53,021,374	4.49	\$238,066
2011	\$46,177,714	4.56	\$210,570
2012	\$36,701,042	4.56	\$167,357
2013	\$37,423,997	1.59	\$59,504
2014	\$38,195,964	1.56	\$59,586
2015	\$41,384,218	1.48	\$61,249
2016	\$48,020,504	5.25	\$252,108
2017	\$51,736,985	5.016	\$259,513
2018	\$52,743,829	4.959	\$261,557
2019	\$53,295,242	5.945	\$316,840
2020	\$64,178,702	5.228	\$335,526
2021	\$71,273,632	5.228	\$372,619
2022	\$83,045,970	4.750 Proposed	\$394,468

**SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL AGREEMENT**

This SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this the 2nd day of October, 2012, by and between the City of Grantville, hereinafter referred to as "CUSTOMER", and Waste Industries, LLC hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste [and recyclable materials] of its residents and businesses; and

WHEREAS, CONTRACTOR is in the business of solid waste [and recyclables] collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste [and recyclable materials] from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Coweta and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period beginning September 1st 2012 and ending December 31st 2012, (the "Initial Term"). The Initial Term will be automatically extended for subsequent one year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term.

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste [and recyclable materials] in the [Town/County] of Grantville, Coweta County, from the point of pickup to a solid waste disposal site or materials facility in CONTRACTOR'S discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services").

a) Residential Curbside Trash Collection - Subject to Section 3 below, each home will be provided with a 95 Gallon cart to be serviced on a once per week basis. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection.

b) [Residential Curbside Bulk/Yard Waste Collection – Subject to Section 3 below, service will be provided once per week.

c) [Residential Curbside Recycling Collection - All residential units who would like to participate in the curbside recycling program will be provided, according to their preference, with an 18 Gallon bin or 65 Gallon cart to be serviced on a BOW basis. Bins and Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of service.]

3. Types of Waste: Title to Waste.

- a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a 95 gallon, CONTRACTOR-provided, residential/business roll-out cart.
- b) Bulk items may include waste material from a residential source, other than construction debris, with a weight or volume greater than that allowed in the CONTRACTOR-provided containers, such as sofas, chairs, mattresses, other types of furniture, and appliances. All Freon must be removed prior to collection.
- c) Yard Waste may be leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from non-commercial landscaping development and maintenance other than mining, agricultural, and silvicultural operations. All items must be contained in paper bags, or bundled with twine, either of which should not exceed 50lbs. or a length greater than 4 ft.
- d) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 and #2), such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, magazines and corrugated cardboard. This list of materials may be modified as recycling capabilities and markets change.
- e) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- f) For purposes of this Agreement, "Unacceptable Solid Waste" means:
 - (i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

g) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Independence Day, or Memorial Day. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be 1117 residential carts, provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this

Agreement by use of water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. CUSTOMER is responsible for billing its residents for services. During May of each year or shortly thereafter, CONTRACTOR will perform a physical route audit to support the CUSTOMER's efforts to maintain an accurate count.

8. Adjustments:

a) The Service Fee will be increased annually every [May 1st] beginning on [May 1, 2013] to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2).

b) The Service Fee may be adjusted more often than annually if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as landfill, or material processing, fees and governmental regulations. Increases in landfill tipping fees will result in an adjustment to the Service Fee by utilizing the following calculation: average tons generated multiplied by the amount of landfill increase divided by number of households serviced.

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

10. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Town Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

12. Notification of Customers: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement.

13. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days

to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

14. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

15. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

16. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

17. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$1,000,000/\$500,000
General Liability	
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$1,000,000 each occurrence
	\$3,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

18. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in Raleigh, North Carolina, or any other location mutually agreeable to the parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

19. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

If to CUSTOMER, to:

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the City of Grantville and Waste Industries, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The City of Grantville

By: Jim Sells
Name: Jim Sells
Title: Mayor

Waste Industries, LLC

By: Frank Lorick
Name: FRANK LORICK
Title: Area VP.

[For NC contracts]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

City Finance Officer

Exhibit A

Residential Curbside Trash Collection - The charge for once per week residential curbside trash and recycling collection and monthly bulk collection to CUSTOMER from CONTRACTOR shall be \$10.92 per month per cart. CONTRACTOR will provide one 95 (ninety-five) gallon cart for MSW and one 18 gallon bin or 65 gallon cart for recycling to each address using the Services. All fees associated with the delivery and removal of carts is included in the monthly fee. CUSTOMER may request additional carts for residents. Additional carts will be billed by the number of carts requested multiplied by the monthly rate.

PUBLIC HEARING REZONING

The City of Grantville will hold a public hearing on Monday, August 8, 2022, at 6:30 p.m. at the Grantville Municipal Complex. The purpose of the public hearing will be to receive public comment regarding a recommendation of the Planning Commission concerning the following map amendment to the City of Grantville Zoning Ordinance: Rezone the property located US Highway 29 at Holtzclaw Road in the City of Grantville and further identified as parcel number G06 0002 008 from its current zoning of Single Family Residential (R-20) to General Commercial (GC). A copy of the rezoning application and the Planning Commission recommendation will be on file for public review in the office of the City Clerk.

Brennan Jones Engineering Associates, LLC

7513 Mason Falls Dr., Winston, Georgia 30187
(p) 770.688.5148 (f) 770.577.0300

Memorandum

To: Al Grieshaber, Jr., City Manager
From: Brennan D. Jones, P.E., Zoning Administrator
cc: Mayor & City Council
Date: July 8, 2022
Re: July 7, 2022 Planning Commission Meeting

The Planning Commission met on July 7, 2022. The meeting agenda and minutes from the Planning Commission Meeting are attached for review. Below are the items that were on the agenda and actions taken by the Planning Commission concerning the items.

1. **Rezoning Application for Parcel G06-0002-008 – Holtzclaw Road at US Hwy 29, (0.73 Acres)** - The planning commission voted to recommend approval of the rezoning application to change the zoning of parcel G06-0002-008 from R20 Single Family Residential to General Commercial (GC).

END OF MEMORANDUM

THE CITY OF GRANTVILLE, GEORGIA

RESOLUTION NO. 2022-04 BEFORE THE CITY COUNCIL

A RESOLUTION SETTING AND ADOPTING THE 2022 ANNUAL MILLAGE RATE FOR THE ASSESSMENT OF PROPERTY TAXES IN THE CITY OF GRANTVILLE

WHEREAS, the City of Grantville is required to adopt an annual millage rate for the assessment of property taxes in the City of Grantville; and

WHEREAS, the Mayor and Council have determined that a millage rate increase over and above the rollback millage rate is necessary to meet the City's financial needs for this fiscal year; and

WHEREAS, O.C.G.A. §48-5-32 establishes the procedures for publication of the City's ad valorem tax rate; and

WHEREAS, O.C.G.A. §48-5-32.1 establishes the procedures for the notice and adoption of an increase of the City's ad valorem tax rate above the rollback millage rate; and

WHEREAS, the City of Grantville has met all of the requirements set forth in O.C.G.A. §48-5-32 and 45-5-32.1;

NOW, THEREFORE BE IT, AND IT IS HEREBY RESOLVED, by the Mayor and Council of the City of Grantville that the 2022 millage rate is set at _____ mills.

RESOLVED in lawfully assembled open session this 22rd day of August, 2022.

Douglas Jewell, Mayor

ATTEST:

Roberta Higgins, City Clerk

THE CITY OF GRANTVILLE, GEORGIA

**ORDINANCE NO. 2022-06
BEFORE THE CITY COUNCIL**

**AN ORDINANCE TO ADOPT THE FISCAL YEAR 2022-2023
BUDGET FOR THE CITY OF GRANTVILLE, GEORGIA,
APPROPRIATING THE AMOUNTS SHOWN AS EXPENDITURES,
ADOPTING THE ANTICIPATED REVENUES, AND PROHIBITING
EXPENDITURES TO EXCEED APPROPRIATIONS.**

WHEREAS, a proposed Budget for the City of Grantville has been presented to the City Council by the Mayor;
and

WHEREAS, appropriately advertised public hearings have been held on the proposed Budget, as required by
State law and City Charter; and

WHEREAS, the Mayor and City Council have reviewed the Budget and have made certain amendments to both
funding sources and appropriations, and

WHEREAS, there is a balanced Budget, such that anticipated funding sources equal or exceed proposed
expenditures; and

WHEREAS, the Mayor and City Council intend to adopt an annual Operating Budget for the Fiscal Year 2022-
2023.

NOW, THEREFORE BE IT ORDAINED that the Operating Budget, shown as “Exhibit A” attached hereto and
by this reference made a part of this Ordinance, shall be the City of Grantville’s Fiscal Year 2022-2023 Operating
Budget; and

BE IT FURTHER ORDAINED that this Budget be and is hereby approved and that the anticipated revenues
presented for each fund are adopted in the amounts shown and that the amounts shown for each fund as proposed
expenditures are hereby appropriated to the departments named in each fund; and

BE IT FURTHER ORDAINED that any increase or decrease in appropriations or revenues other than those
exceptions provided for herein shall require approval of the Mayor and City Council; and

BE IT FURTHER ORDAINED that such revisions to the Budget may be made by majority vote of the Mayor
and City Council at any business meeting; and

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by the
Budget or amendments thereto and that expenditures for the fiscal year shall not exceed actual funding available.

First Reading: _____ **SO ORDAINED** in lawfully assembled open session this
_____ day of _____, 2022.

ATTEST:

City Clerk

Mayor